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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

(SPACE ABOVE LINE FOR RECORDER'S USE)

DEVELOPMENT AND REZONING AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is dated for reference purposes this _____ day of _____, 2020, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("**Ketchum**" or "**City**") and BRENNAN HOLDINGS NO. 300, LLC, an Idaho limited liability company ("**Owner**", and together with the City, the "**Parties**").

BACKGROUND AND CONTEXT

A. Ketchum is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to grant conditional use permits, approve planned unit developments, subdivide real property and the power to contract. A development agreement between the Parties is a collaboration that will provide mutual benefit for the Parties and residents of the City.

B. Owner owns the real property situated in the State of Idaho, County of Blaine, commonly known as the Warm Springs Ranch Resort, Ketchum, Idaho ("**Property**") and more particularly described as Blocks 1, 2, 3, 4, 5, 6, 7, and 8 of Warm Springs Ranch Resort P.U.D. Large Block Plat, according to the plat thereof, recorded as Instrument No. 576508, records of Blaine County, Idaho except for a parcel within Block 2 ("**Large Block Plat**").

C. On August 11, 2009 Ketchum and Owner entered into the Warm Springs Ranch Resort Development Agreement ("**Original Agreement**"), recorded on August 13, 2009 in the records of Blaine County, Idaho as Instrument No. 570190, for the purpose of establishing certain rights and obligations of the Parties with regard to annexation of the real property and the development of the PUD Property, including limitations as to the use, development, design, phasing, construction of necessary improvements (on-site and off-site) and mitigating the impacts directly attributable to the PUD. The Original Agreement was first amended by Amendment dated May 10, 2010 and recorded on June 2, 2010 as Instrument No. 577973, records of Blaine County, Idaho and next amended by instrument entitled Second Amendment, dated January 18, 2011 and recorded on March 7, 2011, as Instrument No. 585686, records of Blaine County, Idaho. The Original Agreement was then restated, amended, and superseded on April 2, 2012 by mutual agreement of the Parties to the [First] Amended and Restated Warm Springs Ranch Resort Annexation and Development Agreement. ("**First Amended Agreement**"). On December 19, 2016 Ketchum and Owner

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entered into the Second Amended and Restated Warm Springs Ranch Resort Development Agreement, recorded on January 11, 2017, in the records of Blaine County, Idaho as Instrument No. 640939.

D. It is the intention of Ketchum and the Owner in this Development and Rezoning Agreement to rescind, and repeal:

- i. The Second Amended and Restated Warm Springs Ranch Resort Development Agreement, recorded on January 11, 2017, in the records of Blaine County, Idaho as Instrument No. 640939 ("Existing Development Agreement") and all prior iterations of the Warm Springs Ranch Development Agreements.
- ii. The Large Block Plat Planned Unit Development Conditional Use Permit LBP-08-008 as approved in the April 7, 2009 City Council Findings of Fact, Conclusions of Law and Decisions.
- iii. The Planned Unit Development and Conditional Use Permit PUD-CUP-08-008 as approved in the April 7, 2009 City Council Findings of Fact

E. It is the intention of Ketchum and the Owner to enter into a new Development and Rezoning Agreement and a new Warm Springs Ranch Large Block Plat Subdivision (Large Block Plat).

F. Owner has applied for subdivision of Block 1 of the Large Block Plat consisting of thirty-six (36) residential single-family lots and parcels A, B, C, D and E.

G. Ketchum and the Owner agree to rezone Block 1 from T-Tourist Zoning Designation to GR-L General Residential Low-Density Zoning and to retain the existing zoning on the remainder of the Property. It is the intention of Ketchum and Owner that Owner retain all rights incident to ownership of the Property except as otherwise expressly provided herein.

H. The Parties agree that the Property shall be developed in accordance with this Agreement; all applicable City ordinances; and any additional conditions and requirements imposed upon the Property by the Ketchum Planning and Zoning Commission ("**Commission**") and/or City Council ("**Council**") during the design review approval process.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties agree as hereinafter provided.

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.

2. Termination of Existing Development Agreement. The Property is encumbered by the Warm Springs Ranch Resort Annexation and Development Agreement by and between the City and Helios Development, LLC recorded August 13, 2009 as Instrument No. 570190, records of Blaine County, Idaho as amended by Amendment to Warm Springs Ranch Resort Annexation and Development Agreement, recorded June 2, 2010 as Instrument

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No. 577973 and Second Amendment to Warm Springs Ranch Resort Annexation and Development Agreement, recorded March 7, 2011 as Instrument No. 585686, records of Blaine County, Idaho and the Amended and Restated Warm Springs Ranch Resort Annexation and Development Agreement, dated April 2, 2012 a Memorandum of which was recorded on August 7, 2012 as Instrument No. 599902, records of Blaine County, Idaho and the Second Amended and Restated Warm Springs Ranch Resort Annexation and Development Agreement, dated December 19, 2016 a Memorandum of which was recorded on January 11, 2017 as Instrument No. 640939, records of Blaine County, Idaho. The Existing Development Agreement provides in paragraph 23 that it may be amended or cancelled in whole or in part by mutual written consent of the Parties. Pursuant to said paragraph 23, the City and Owner as successor in interest to Helios Development, LLC agree to and hereby do terminate, extinguish, ~~cancel~~~~cancel~~, and rescind the Existing Development Agreement and neither Party shall have any further rights or obligations thereunder. Notwithstanding the previous sentence, the Property shall remain annexed into the City with Blocks 3, 4, 5, 6, and 8 zoned Tourist and Blocks 2 and 7 zoned RU-Recreational Use and Block 1 rezoned from Tourist to GR-L, General Residential Low Density. The Parties agree to execute such documents as may be reasonably required to remove from the Property the encumbrance of the Existing Development Agreement and rescind and repeal the Warm Springs Ranch Resort PUD Large Block Plat and the Planned Unit Development and Conditional Use Permit PUD-CUP-08-008.

3. Incorporation of Related Agreements, Approvals, Plans, Permits and other documents. The following agreements, approvals, plans, ~~permits~~~~permits~~, and other documents are hereby incorporated into and made an integral part of this Agreement by reference as if restated herein in full:

Warm Springs Ranch Preliminary Plat creating sublots 1-36 and parcels A, B, C, D and E.

Any material failure to comply with the terms and conditions of any of the above-referenced agreements, approvals, plans, permits and other documents shall constitute a breach of this Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and the agreements, approvals, plans, permits and other documents listed above, the terms and conditions of this Agreement shall govern.

This Agreement shall vest the zoning designation for Block 1 of the Large Block Plat and the subdivision map for Block 1. All development within Block 1 shall be governed by the policies, procedures, guidelines, ordinances, codes, ~~regulations~~~~regulations~~, and fees of the City governing land use in effect at the time an application is filed for development.

4. Right to Develop.

This Agreement will become effective upon the Owner and City signing the Purchase and Sale Agreement for Block 2-8. This Agreement only authorizes development of Block 1 of the Large Block Plat. No development in Blocks 2, 3, 4, 5, 6, 7, and 8 shall be permitted until a PUD and preliminary plat application is submitted to Ketchum.

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A. Phase One Block 1 Development

1. The City has approved of Owner's application for the subdivision of Block 1 of the Large Block Plat ("**Block 1**") into thirty-six (36) single family residential lots and parcels A, B, C, D and E as described and depicted in the preliminary plat of Warm Springs Ranch. Subject to the requirements of this Agreement, the ~~Owner~~[Owner](#), and all future owners of some or all of Block 1 shall have the right to demolish all or any portion of existing structures and redevelop, construct, improve and use Block 1 and the lots and parcels located therein in accordance with this Agreement, the Large Block Plat and applicable zoning.

2. Any application for a building permit shall comply with the requirements of applicable codes, agreements, approvals, plans, permits and other documents as such requirements exist on the day the building permit application is submitted.

3. A building permit application that does not comply with the requirements contained in applicable codes, agreements, approvals, plans, permits and other applicable project documents may be rejected by the City within a reasonable time after completing review of the application by providing notice describing the non-compliance in detail. The permit applicant shall have the right to cure any non-compliance. If a building permit application contains material changes to applicable codes, agreements, approvals, plans, permits and other documents an amendment to this Agreement must be applied for by Owner and considered by the Council. If such amendment is approved by the Council, all inconsistent terms and conditions of the approvals referenced herein shall be deemed to have been amended to conform the amendment to this Agreement.

4. Development on parcels 33, 34, 35, and 36 in the Block 1 subdivision shall be subject to the standards of Ketchum Municipal Code Chapter 17.96, Design Review. Driveway access to Lots 33, 34, 35, and 36 in Block 1 subdivision shall be restricted to Bald Mountain Road.

5. The public shall be permitted access on all private roads within the Block 1 subdivision for the purpose of walking and driving. No public parking or other use shall be permitted on the private roads. [Resident parking shall be permitted on the private roads.](#)

6. A ten-foot (10') fisherman/sportsman access and nature study easement shall exist from the mean ~~high water~~[high-water](#) mark on Warm Springs Creek as shown on the Block 1 subdivision plat and shall be open to the public after sunrise and before sunset in accordance with applicable regulations of the Idaho Department of Fish and Game. Public fishing access shall be available from Block 2 and accessed from Parcel D of the Block 1 subdivision.

7. Landscaping within parcels 1-36 and parcels A, B, C of the Block 1 subdivision shall consist of drought tolerant sustainable landscaping tailored to the

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specific climate zone of Ketchum . Existing trees shall be preserved as much as practicable.

8. Owner shall record the Large Block Plat, with the Office of the Blaine County Recorder within six (6) months after the date of its final approval.

9. No unauthorized construction activity shall occur within the riparian setbacks. Riparian setbacks shall be as follows: South side of Warm Springs Creek: fifty (50) feet from the MHW; North side of Warm Springs Creek: twenty-five (25) feet from the MHW.

10. The existing cottonwood riparian vegetation along Warm Springs Creek on the northern and southern portion of the Block 1 subdivision shall be undisturbed as much as practicable.

11. The riparian zone identified in Block 1 shall be designated as an easement governed and managed by an Owners Association (HOA) to ensure future modifications to the riparian zone and the stream bank do not occur individually but occur in a comprehensive coordinated approach. Prior to any modification to the riparian zone or stream bank, an overall plan must be developed and approved by Ketchum. Ketchum will not unreasonably withhold, condition, or delay approval of such plan. Any riparian and stream bank alternations must conform to the approved plan.

12. The Owners of Lots 1-13 and the Owner's Association (HOA) shall participate in the preparation of a Warm Springs Creek Restoration Plan and shall not unreasonably withhold, condition, or delay approval of such plan.

13. Development in Block 1 shall not be eligible for variances or waivers due to the configuration, slope or topography of the lot. All development shall comply with the development standards in place at the time the development is proposed.

B. Phase One Block 1 Infrastructure Improvements.

1. Owner requests water and sewer service from Ketchum for Block 1. Ketchum hereby agrees to provide domestic potable and irrigation water service and sewer service to properties in Block 1. Such water and sewer service shall be at the same fees as charged to equivalent users. Owner shall engineer, construct, and otherwise provide, at its sole expense, the improvements, ~~facilities~~facilities, and services (public and private) set forth in the engineering plans and specifications for such improvements.

2. Irrigation systems for each Lot and common landscape areas shall be equipped with a separate shut off so the irrigation system may be turned off without impacting water service to the residence or other development on the Lot.

3. The irrigation systems for all landscape zones shall be, to the greatest extent possible, water efficient, in- ground, and use rotor and drip irrigation technology.

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Monitoring technology shall be used to regulate irrigation rates to conserve water use.

4. At the time of recording the final plat for Block 1, Owner shall transfer and convey to City by quit claim deed its Water Right No. 37-11885.

5. All utilities, including water, sewer, gas, cable, phone and electric shall be installed underground within the street rights-of-way prior to completion of the construction of the roads or as otherwise shown on Block 1 subdivision plat map. Detailed engineered construction drawings and specifications for construction of such improvements shall be prepared by Owner and approved by City prior to construction. Prior to acceptance of any such improvements to be dedicated to City, City shall inspect and approve ~~same~~ same, and Owner shall provide City with "as built" drawings thereof. Owner hereby warrants that to the best of its knowledge the "as built" drawings will be substantially correct and Owner shall be liable and hold City harmless from any damage which may result from material errors in said drawings for a period of one (1) year after acceptance by City of said utilities unless such damage is caused directly or indirectly by the acts or omissions of Ketchum, or its agents or contractors. Owner hereby warrants construction of the public streets, water system and sewer system improvements will be free from faulty materials and faulty workmanship for a period of **eighteen months** after the work is completed and accepted by the City. City shall give Owner written notification of any defect or nonconforming work. On receipt of notice from City, Owner agrees to remedy, by repair or replacement, without cost to City, all defects and non-conforming work appearing within a period of one (1) year after the work is completed. Except as expressly set forth in this Agreement, it is understood and agreed that Owner has not made and is not making, and Owner expressly disclaims, any warranties or representations, express or implied, with respect to the improvements described herein and that City shall accept said improvements, "AS-IS, WHERE IS, WITH ALL FAULTS", except to the extent expressly provided elsewhere in this Agreement. Owner agrees to assign any warranties accruing to it and arising out of construction of the improvements described in this Section remaining in effect at the time such improvements are transferred and/or dedicated to City, subject to all applicable state and federal laws.

6. Owner shall be responsible for the year-round maintenance of all private roadways, including, without limitation, snow removal to maintain access and parking, as well as emergency vehicle turnaround, within the Block 1 subdivision.

7. Without conferring any third-party beneficiary status on any person or entity not a party to this Agreement, and without waiving any claims, causes of action or other rights it may have against the Warm Springs Ranch Townhome Condominium Association ("**WSRTCA**") relating to access or other easements the WSRTCA may claim on or after the Effective Date, Owner agrees to provide an easement to WSRTCA for ingress and egress to and from Townhouse Lane to replace the existing easement.

8. Ketchum shall not issue any building permits for any building in Block 1 prior to completion of the components of the water system sufficient to provide portable water and fire flow protection for structures in Block 1. Ketchum shall not issue any Certificates of Occupancy for any building prior to completion of the water system and

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irrigation system for service of Block 1.

9. To provide pedestrian and bicycle access to the open space in Blocks 2, 3, 4, 5, 6, 7 and 8, a six-foot wide sidewalk separated from the street by a curb shoulder consisting of road mix, or a concrete sidewalk, shall be installed adjacent to Bald Mountain Road from Warm Springs Road to Lot 3 in Block 1. Bald Mountain Road shall be stiped with sharrows and signage for sharing the road with bicyclists.

10. Owner shall install an unimproved parking lot to accommodate a minimum of 12 and a maximum of 20 public parking spaces to access the south side of Warm Springs Creek. This area may be reconfigured and/or relocated as part of Phase 2 development. The parking lot shall be installed as part of the infrastructure improvements for the Block 1 subdivision and available for public use once Bald Mountain Road is open for access.

11. A bus stop shall be constructed by Owner, near the corner of Warm Springs Road and Bald Mountain Road within six months of recording the final map for Block 1. The design of the bus stop shall be similar to the bus shelter on Saddle Road near Zenergy and approved by Ketchum. Upon completion of the bus stop and acceptance thereof by Ketchum, Ketchum shall assume all responsibility for maintenance, ~~repair~~repair, and replacement subject to Owner's warranty set forth above.

12. A detailed Construction Activity Plan shall be submitted and approved by Ketchum prior to commencing infrastructure construction and construction on any Lot in Block 1. Ketchum and the Owner shall mutually agree on the amount and form of financial assurance to mitigate all reasonably foreseeable impacts to Ketchum resulting from actual damage to water, sewer, streets and/or other city-owned systems during construction of the Project. The Construction Activity Plan shall identify mitigations to limit the impact on adjacent neighborhoods. Staging, material deliveries and all construction parking shall occur on site. Use of vacant lots shall be utilized to limit the impact of construction on adjacent neighborhoods.

13. Owner agrees to participate in the design, ~~placement~~placement, and construction of the Bald Mountain Connector Trail at the sole expense of the City. The Owner agrees placement of the trail or public access to the trail may occur on the Property to the extent it does not impair development of Blocks 1 or 2. Development of the Bald Mountain Connector Trail shall be in collaboration with Owner and Ketchum Parks and Recreation. Notwithstanding any contrary provision of this Agreement the failure of the collaborative development effort shall have no impact on Owner's rights hereunder.

14. Owner shall install a dedicated right turn lane on Bald Mountain Road to facilitate right turns east bound on Warm Springs Road.

15. Lopey Lane shall become a public street, dedicated to the City of Ketchum if Blocks 2-8 are owned by the City of Ketchum.

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5. Phase 2 Development

1. This Agreement only authorizes development of Block 1 of the Large Block Plat, ~~and~~ the installation of an unimproved parking lot with a minimum of 12 and a maximum of 20 public parking spaces on Block 2 accessed from Parcel D of the Block 1 subdivision, a Bald Mountain Connector Trail, a vault toilet near the parking lot on Block 2 and stream restoration of Warm Springs Creek. Future development proposed by the Owner in Blocks 2, 3, 4, 5, 6, 7, and 8 shall be considered in Phase 2 as part of a PUD and preliminary plat application filed with Ketchum.

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2. Nothing contained in this Agreement including but not limited to the provisions of paragraphs 4B9 and 4B10 shall confer upon Ketchum or the general public any right to access or use Blocks 2, 3, 4, 5, 6, 7 and 8, or any part thereof. Owner may terminate the pedestrian access, parking, access to the south side of Warm Springs Creek and all rights of entry or use of Blocks 2, 3, 4, 5, 6, 7 and 8 at any time, for any reason whatsoever, without notice. Access restrictions identified in this Section (5. 2) shall no longer be in effect if Blocks 2-8 are owned by the City of Ketchum.

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6. **Covenants, Conditions and Restrictions.** The covenants, conditions and restrictions recorded against Block 1 shall contain at least the following provisions:

A. An allocation of responsibility for maintenance of all community and privately owned landscaping, streets and amenities; and

B. No person or entity acquiring any portion of the Property shall be permitted to develop, construct, erect, or install any building, utility, ~~improvement~~improvement, or landscaping which does not conform in all respects to this Agreement and Block 1 subdivision plat as applicable.

C. Any lot that is located within an avalanche zone, regardless of the building location, shall meet the notice requirements of Section 17.92.010E, KMC.

D. All private roads within Block 1 are subject to closure, in Owner's sole discretion, during times of high avalanche danger. Owner shall work with Ketchum Emergency Services personnel to establish standard protocols to be followed during times of elevated avalanche danger. Owner and Ketchum acknowledge that the intent of such protocols is to reduce the risk to both the public and emergency responders during periods of increased avalanche danger, and such protocols will therefore include procedures for limiting or restricting access in avalanche zones to reduce these risks.

7. **Term.** The term of this Agreement shall be perpetual.

8. **Default and Enforcement.** In the event either Party, their respective heirs, successors, assigns or any other person acquiring an interest in the Property, fails to faithfully comply with all of the terms and conditions included herein, the same shall constitute a default entitling the non-defaulting party to all legal and equitable remedies available.

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A. A petition filed by Owner under any bankruptcy, reorganization, arrangement, insolvency, ~~dissolution~~dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect, that is not dismissed within ninety (90) days after such filing shall constitute an event of default of this Agreement and shall entitle Ketchum to seek all available legal and equitable remedies.

B. A waiver by a party of any default by the other party of any one or more of the covenants or conditions hereof shall apply solely to the breach or breaches so waived and shall not bar any other rights or remedies or apply to any subsequent breach of any such or other covenants and conditions.

C. In the event of a material violation of this Agreement the Parties shall have the right, without prejudice, to specific performance, or any other rights or remedies available under the Ketchum Municipal Code or Idaho law, including but not limited to the right to demand the non-defaulting party to cure such default or enjoin violation and otherwise enforce the requirements contained in this Agreement.

D. In the event of a material breach of this Agreement, the Parties agree that City and Owner shall have sixty (60) days after delivery of notice of said breach to cure and correct the same prior to the non-breaching party seeking any remedy provided for herein; provided, however, in the event that the default or breach cannot with diligence be cured within such 60-day period, if the defaulting party shall commence to cure the same within such 60-day period, and thereafter prosecute the cure of same with diligence, then the time within which such breach may be cured shall be extended for such period as necessary to complete the cure.

E. Owner hereby grants City a license to enter upon the Property, during business hours and upon reasonable advance notice, with Owner or Owner's representatives having the right to be present during such times, to (a) inspect the same, (b) determine if Owner is complying with this Agreement, and (c) to undertake the cure of any default of Owner; provided, however, all such cures shall be performed as promptly as possible and so as to cause the least interference to guests, invitees and other occupants of property in the Project. Ketchum agrees to indemnify, ~~defend~~defend, and hold harmless Owner from any and all liability, claims, damages, expenses, judgments, proceedings and causes of action of any kind whatsoever, arising out of Ketchum's negligent exercise of the license granted herein.

9. Miscellaneous Provisions.

A. Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of Ketchum or its discretion in review of subsequent applications regarding development of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Ketchum's Zoning Ordinance, and Ketchum's Subdivision Ordinance requirements for the Property.

B. Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both Parties and as evidenced by amended plats and development plans.

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C. Specific Performance. In the event of a breach of this Agreement, in addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.

D. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred, whether or not litigation is actually instituted or concluded.

E. Notices. All notices required or provided for under this Agreement shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, return receipt requested, postage prepaid. However, the time period in which a response to such notice must be given shall commence to run from the date of receipt on the return receipt of the notice. Rejection or refusal to accept, or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice.

Notices to City shall be addressed as follows:

City of Ketchum
Post Office Box 2315
Ketchum, ID 83340
Attn: Planning and Building Director
Telephone: 208.726-7801

Notices given to Owner shall be addressed as follows:

Robert M. Brennan, Managing Member
Brennan Holdings No. 300, LLC
Post Office Box 1991
Sun Valley, ID 83353
Email: brennanholdings@gmail.com

with a copy to:

Lawson Laski Clark & Pogue, PLLC
675 Sun Valley Road, Suite A
Post Office Box 3310
Ketchum, Idaho 83340
Attn.: Edward A. Lawson
Telephone: 208.725-0055
Email: eal@lawsonlaski.com

A party may change the address to which further notices are to be sent by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

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F. Relationship of Parties. It is understood that the contractual relationship between City and Owner is such that neither party is the agent, partner, or joint venturer of the other party.

G. Successors and Assigns; Covenant Running With the Land. This Agreement shall inure to the benefit of City and Owner and their respective heirs, ~~successors~~successors, and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on both parties to this Agreement as well as their respective heirs, successors and assigns with the exception of the purchasers of lots, ~~condominium~~condominium, or townhouse units. Upon conveyance of a lot, condominium unit or townhouse unit to a third party, the lien and encumbrance of this Agreement shall be automatically released from said lot and unit and a prospective purchaser and all lenders and title insurers are entitled to rely upon said release. In the event that Owner or a successor in interest to Owner sells or transfers the Property written notice of said transaction shall be given to City no less than sixty (60) days prior to closing. This requirement shall not apply to the sale and/or transfer of individual lots, condominium units or townhouse units. Individual lots, townhouse, or condominium owners are not intended to have any ownership interest, third-party beneficiary, ~~easement~~easement, or other interest in any of the terms, conditions or obligations of this Agreement.

H. Recordation and Release. This Agreement shall be recorded with the Blaine County Recorder. City agrees to execute all appropriate documentation to cause the encumbrance of this Agreement to be terminated in the event of termination.

I. No Waiver. In the event that City or Owner, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Owner, City, or their successors and assigns, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

J. Partial Invalidity. In the event any portion of this Agreement, or part hereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void, or unenforceable provision or part hereof.

K. Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto. Excluding formal conditions placed upon the design review approval, subsequent plat approvals or other matters related to the public process, no representations or warranties made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.

L. Exhibits. All exhibits referred to herein are incorporated in this Agreement by reference, whether or not actually attached.

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M. Authority. Each of the persons executing this Agreement represents and warrants that he or she has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, ~~liens~~liens, and other documents required hereunder, for and on behalf of the entity executing this Agreement.

N. Force Majeure. If either party hereto is delayed in the performance of any of its obligations hereunder because of inclement weather; material shortages; labor shortages; unavailability of gas, electric or other utilities through no fault of Owner; dispute or strike; civil strife; acts beyond the control of the delayed party including, acts of God; the Covid-19 virus or other pandemic; and actions by the United States of America or the State of Idaho, or Ketchum or any of their agencies, the time of performance for completion of such obligation shall be extended for the same time as lost by the cause hereinabove set forth.

O. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho, which shall be the sole jurisdiction and venue for any action which may be brought by either party with respect to this Agreement or the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Brennan Holdings No. 300, LLC, an Idaho
limited liability company

City of Ketchum, Idaho, a municipal
corporation

By: _____
Robert M. Brennan, Managing Member

By: _____
Neil Bradshaw, Mayor

STATE OF IDAHO)
)ss.
County of Blaine)

Subscribed and sworn before me on this ____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared NEAL BRADSHAW, known to me to be the Mayor of the CITY OF KETCHUM, IDAHO and the person whose name is subscribed to

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the foregoing instrument, and acknowledged to me that he executed the same on behalf of the City Of Ketchum, Idaho.

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

Notary Public
Residing at _____
My Commission Expires _____

STATE OF IDAHO)
)ss.
County of Blaine)

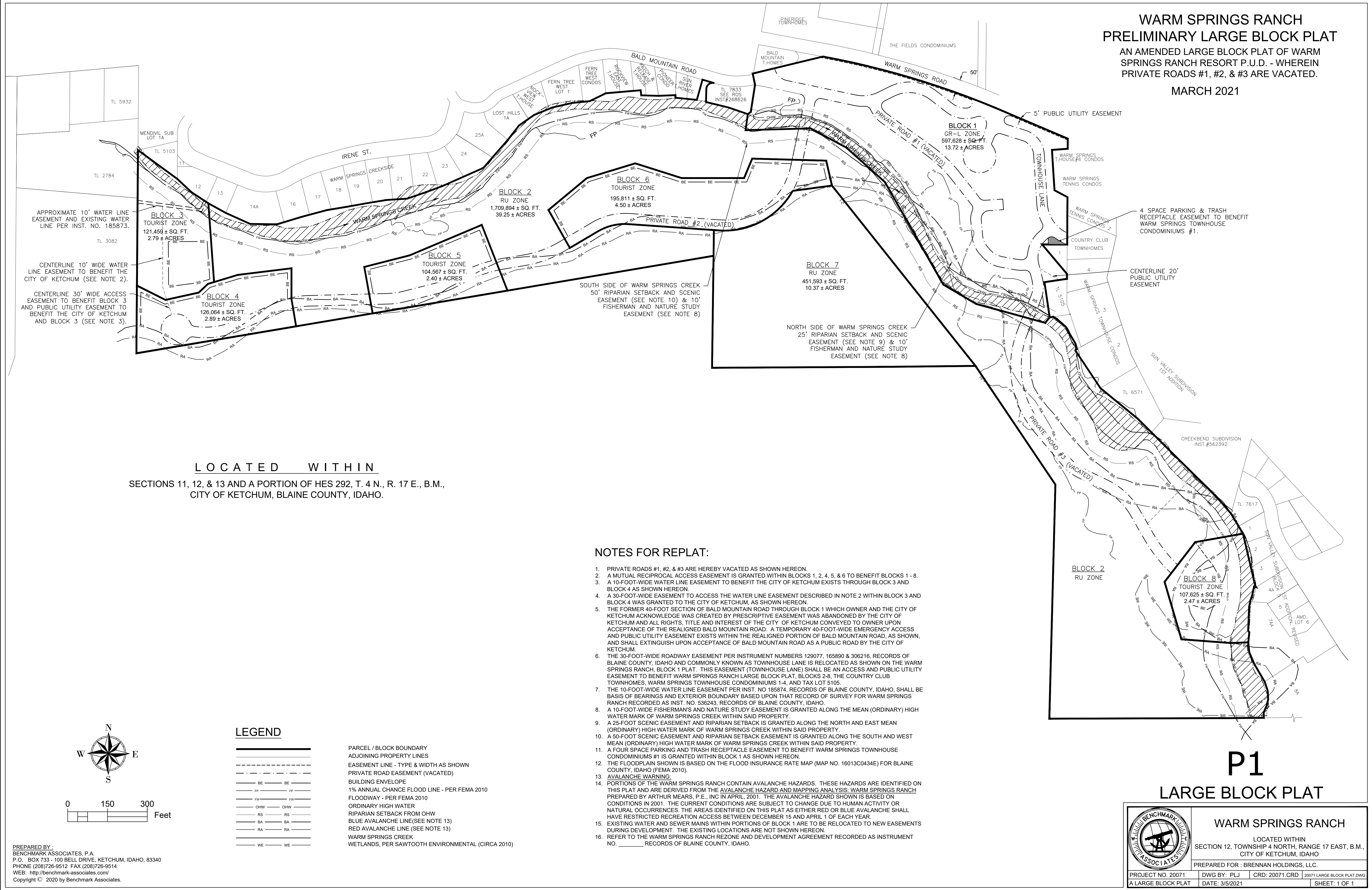
Subscribed and sworn before me on this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared ROBERT M. BRENNAN known or identified to me to be the Managing Member of BRENNAN HOLDINGS NO. 300, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

Notary Public
Residing at _____
My Commission Expires _____

Attachment B:
Warm Springs Ranch
Project Plans
dated February 2021 with
March 5th revisions

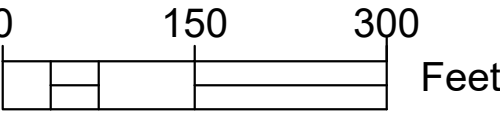
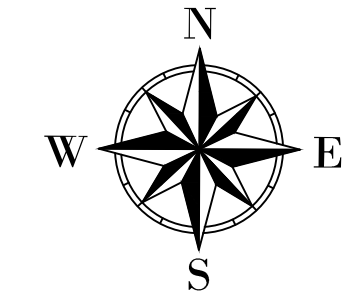
WARM SPRINGS RANCH
PRELIMINARY LARGE BLOCK PLAT
AN AMENDED LARGE BLOCK PLAT OF WARM
SPRINGS RANCH RESORT P.U.D. - WHEREIN
PRIVATE ROADS #1, #2, & #3 ARE VACATED.
MARCH 2021



LOCATED WITHIN
SECTIONS 11, 12, & 13 AND A PORTION OF HES 292, T. 4 N., R. 17 E., B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO.

NOTES FOR REPLAT:

- PRIVATE ROADS #1, #2, & #3 ARE HEREBY VACATED AS SHOWN HEREON.
- A MUTUAL RECIPROCAL ACCESS EASEMENT IS GRANTED WITHIN BLOCKS 1, 2, 4, 5, & 6 TO BENEFIT BLOCKS 1 - 8.
- A 10-FOOT-WIDE WATER LINE EASEMENT TO BENEFIT THE CITY OF KETCHUM EXISTS THROUGH BLOCK 3 AND BLOCK 4 AS SHOWN HEREON.
- A 30-FOOT-WIDE EASEMENT TO ACCESS THE WATER LINE EASEMENT DESCRIBED IN NOTE 2 WITHIN BLOCK 3 AND BLOCK 4 WAS GRANTED TO THE CITY OF KETCHUM, AS SHOWN HEREON.
- THE FORMER 40-FOOT SECTION OF BALD MOUNTAIN ROAD THROUGH BLOCK 1 WHICH OWNER AND THE CITY OF KETCHUM ACKNOWLEDGE WAS CREATED BY PRESCRIPTIVE EASEMENT WAS ABANDONED BY THE CITY OF KETCHUM AND ALL RIGHTS, TITLE AND INTEREST OF THE CITY OF KETCHUM CONVEYED TO OWNER UPON ACCEPTANCE OF THE REALIGNED BALD MOUNTAIN ROAD. A TEMPORARY 40-FOOT-WIDE EMERGENCY ACCESS AND PUBLIC UTILITY EASEMENT EXISTS WITHIN THE REALIGNED PORTION OF BALD MOUNTAIN ROAD, AS SHOWN, AND SHALL EXTINGUISH UPON ACCEPTANCE OF BALD MOUNTAIN ROAD AS A PUBLIC ROAD BY THE CITY OF KETCHUM.
- THE 30-FOOT-WIDE ROADWAY EASEMENT PER INSTRUMENT NUMBERS 129077, 165890 & 306216, RECORDS OF BLAINE COUNTY, IDAHO AND COMMONLY KNOWN AS TOWNHOUSE LANE IS RELOCATED AS SHOWN ON THE WARM SPRINGS RANCH, BLOCK 1 PLAT. THIS EASEMENT (TOWNHOUSE LANE) SHALL BE AN ACCESS AND PUBLIC UTILITY EASEMENT TO BENEFIT WARM SPRINGS RANCH LARGE BLOCK PLAT, BLOCKS 2-8, THE COUNTRY CLUB TOWNHOMES, WARM SPRINGS TOWNHOUSE CONDOMINIUMS 1-4, AND TAX LOT 5105.
- THE 10-FOOT-WIDE WATER LINE EASEMENT PER INST. NO. 185874, RECORDS OF BLAINE COUNTY, IDAHO, SHALL BE BASIS OF BEARINGS AND EXTERIOR BOUNDARY BASED UPON THAT RECORD OF SURVEY FOR WARM SPRINGS RANCH RECORDED AS INST. NO. 536243, RECORDS OF BLAINE COUNTY, IDAHO.
- A 10-FOOT-WIDE FISHERMAN'S AND NATURE STUDY EASEMENT IS GRANTED ALONG THE MEAN (ORDINARY) HIGH WATER MARK OF WARM SPRINGS CREEK WITHIN SAID PROPERTY.
- A 25-FOOT SCENIC EASEMENT AND RIPARIAN SETBACK IS GRANTED ALONG THE NORTH AND EAST MEAN (ORDINARY) HIGH WATER MARK OF WARM SPRINGS CREEK WITHIN SAID PROPERTY.
- A 50-FOOT SCENIC EASEMENT AND RIPARIAN SETBACK EASEMENT IS GRANTED ALONG THE SOUTH AND WEST MEAN (ORDINARY) HIGH WATER MARK OF WARM SPRINGS CREEK WITHIN SAID PROPERTY.
- A FOUR SPACE PARKING AND TRASH RECEPTACLE EASEMENT TO BENEFIT WARM SPRINGS TOWNHOUSE CONDOMINIUMS #1 IS GRANTED WITHIN BLOCK 1 AS SHOWN HEREON.
- THE FLOODPLAIN SHOWN IS BASED ON THE FLOOD INSURANCE RATE MAP (MAP NO. 16013C0434E) FOR BLAINE COUNTY, IDAHO (FEMA 2010).
- AVAILANCE WARNING:
- PORTIONS OF THE WARM SPRINGS RANCH CONTAIN AVALANCHE HAZARDS. THESE HAZARDS ARE IDENTIFIED ON THIS PLAT AND ARE DERIVED FROM THE AVALANCHE HAZARD AND MAPPING ANALYSIS: WARM SPRINGS RANCH PREPARED BY ARTHUR MEARS, P.E., INC. IN APRIL, 2001. THE AVALANCHE HAZARD SHOWN IS BASED ON CONDITIONS IN 2001. THE CURRENT CONDITIONS ARE SUBJECT TO CHANGE DUE TO HUMAN ACTIVITY OR NATURAL OCCURRENCES. THE AREAS IDENTIFIED ON THIS PLAT AS EITHER RED OR BLUE AVALANCHE SHALL HAVE RESTRICTED RECREATION ACCESS BETWEEN DECEMBER 15 AND APRIL 1 OF EACH YEAR.
- EXISTING WATER AND SEWER MAINS WITHIN PORTIONS OF BLOCK 1 ARE TO BE RELOCATED TO NEW EASEMENTS DURING DEVELOPMENT. THE EXISTING LOCATIONS ARE NOT SHOWN HEREON.
- REFER TO THE WARM SPRINGS RANCH REZONE AND DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. _____ RECORDS OF BLAINE COUNTY, IDAHO.



LEGEND

- PARCEL / BLOCK BOUNDARY
- ADJOINING PROPERTY LINES
- EASEMENT LINE - TYPE & WIDTH AS SHOWN
- PRIVATE ROAD EASEMENT (VACATED)
- BUILDING ENVELOPE
- 1% ANNUAL CHANCE FLOOD LINE - PER FEMA 2010
- FLOODWAY - PER FEMA 2010
- ORDINARY HIGH WATER
- RIPARIAN SETBACK FROM OHW
- BLUE AVALANCHE LINE(SEE NOTE 13)
- RED AVALANCHE LINE (SEE NOTE 13)
- WARM SPRINGS CREEK
- WETLANDS, PER SAWTOOTH ENVIRONMENTAL (CIRCA 2010)



WARM SPRINGS RANCH
LOCATED WITHIN
SECTION 12, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, IDAHO
PREPARED FOR : BRENNAN HOLDINGS, LLC.
PROJECT NO. 20071 DWG BY: PLJ CRD: 20071.CRD 20071 LARGE BLOCK PLAT.DWG
A LARGE BLOCK PLAT DATE: 3/5/2021 SHEET: 1 OF 1

Warm Springs Ranch

December 2020

Revised February 2021

Proposed Block 1 Subdivision Information

Project Description:
A Subdivision Wherein Block 1, Warm Springs Ranch Resort P.U.D. Is Subdivided Creating Warm Springs Ranch Blocks 1-5, Lots 1-36, Parcel A, B, C, D & E

Zoning: GR-L
Lot Area: 8,000 Sq. Ft Minimum
Lot Width: 80 Foot Average
Building Height: 35 Feet
Front Setback: 15 Feet
Side Setback: 5 Feet
Rear Setback: 15 Feet
Setback Along Warm Springs Road: 30 Feet
Maximum Building Coverage Of Lot: 35%

Project Information

Project Location:
Warm Springs Ranch
1803 Warm Springs Road
Ketchum, ID 83340

Amended Large Block Plat:
Block 1: GR-L
Blocks 2,7: RU
Blocks 3,4,5,6,8: T

Project Team

Owner
Brennan Holdings 300 LLC
PO Box 1991
Sun Valley, ID 83353

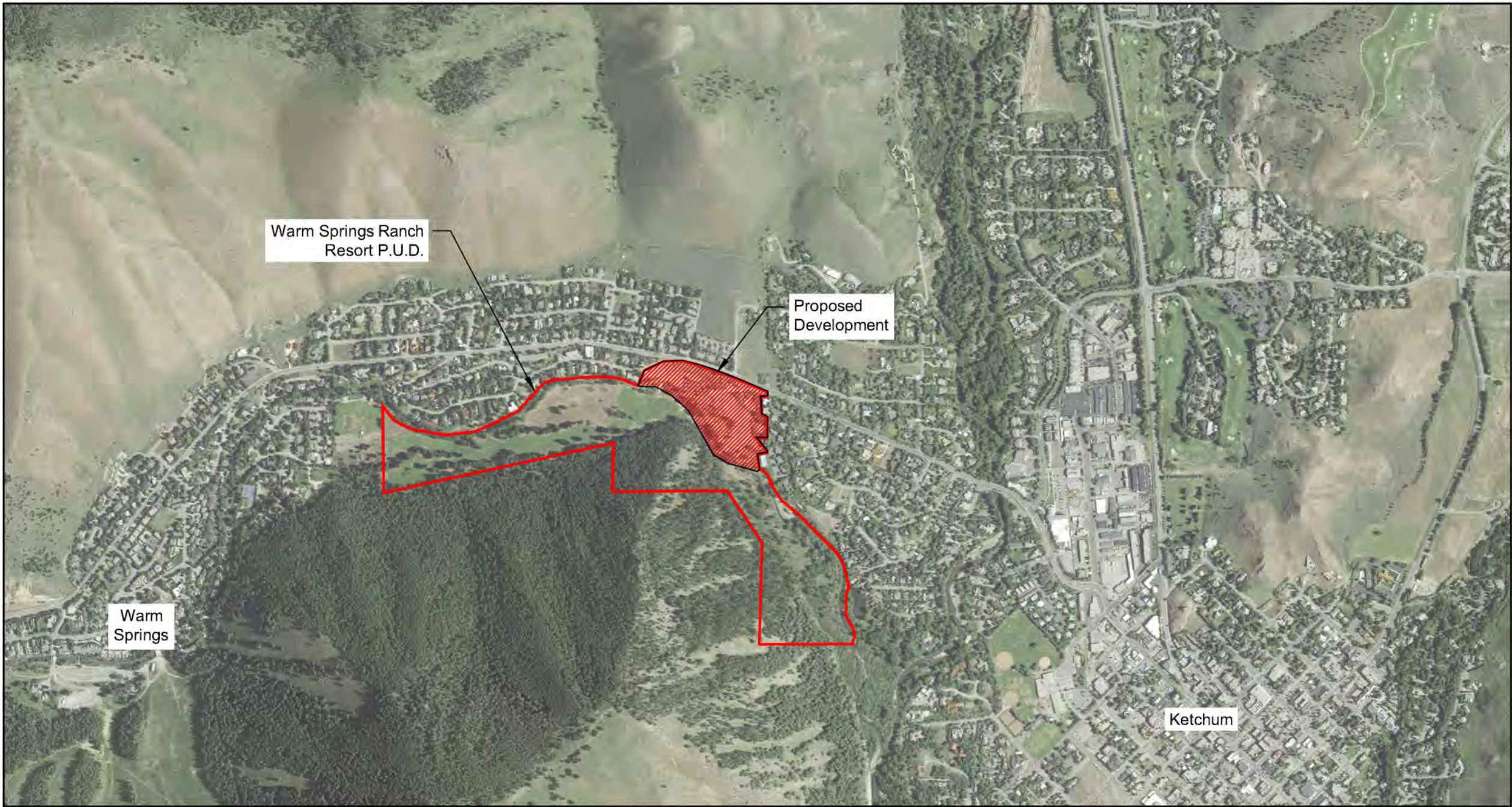
Landscape Architect/Planning
Eggers Associates, P.A.
PO Box 953
560 Second Ave
Ketchum, ID 83340
P: 208-725-0988

Surveying & Engineering
Benchmark Associates, P.A.
PO Box 733
100 Bell Drive
Ketchum, ID 83340
P: 208-726-9512

Geotechnical Engineering
Butler Associates
Bitterroot Square
Ketchum, ID 83340
P: 208-720-6432

Civil Engineering
Brockway Engineering, PLLC.
2016 Washington St North Suite 4
Twin Falls, ID 83301
P: 208-736-8543

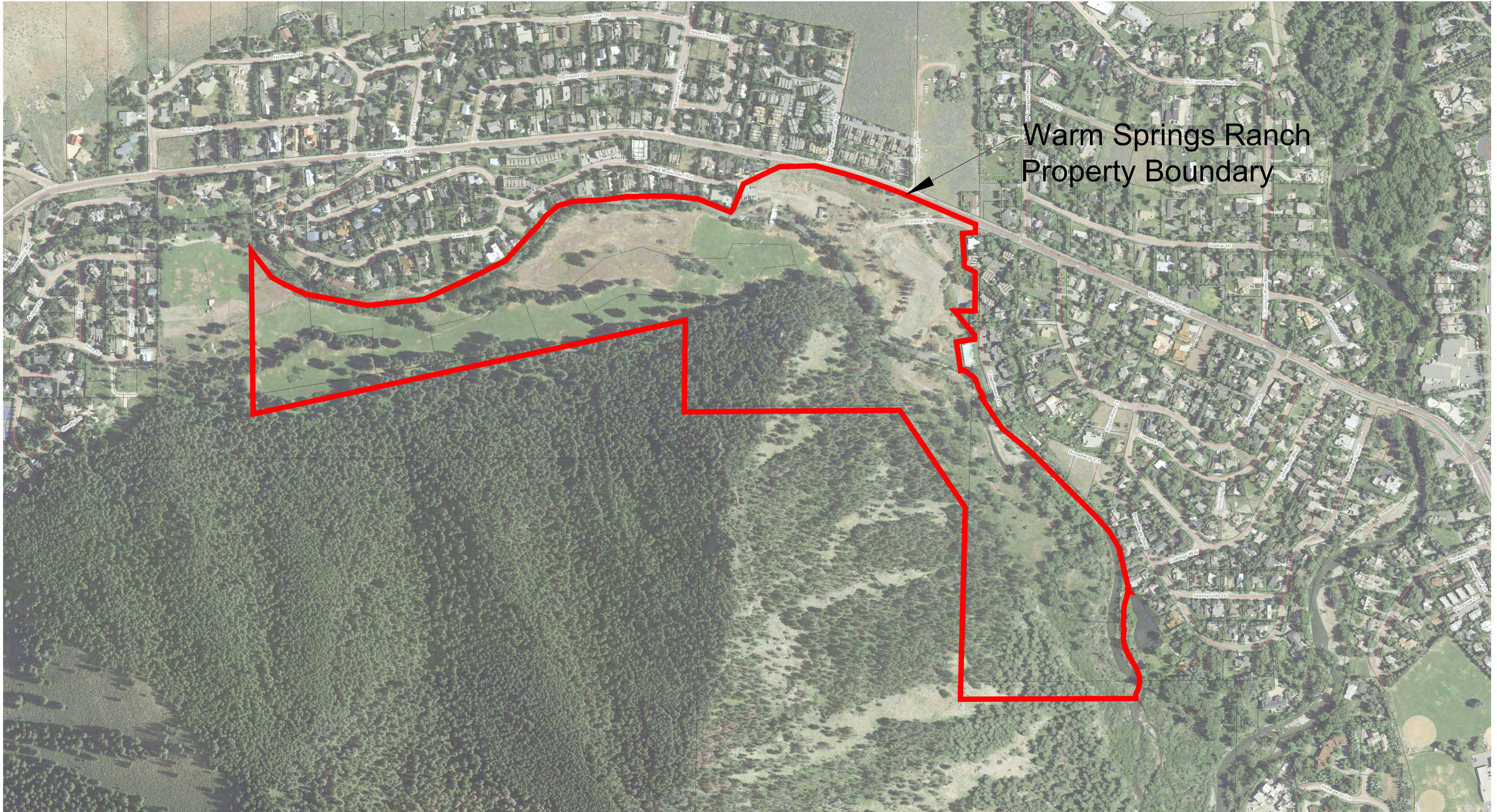
Project Location Map



Scale: 1" = 1000'

Sheet Index

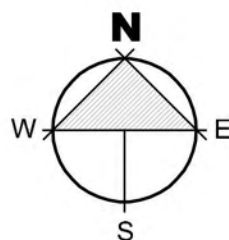
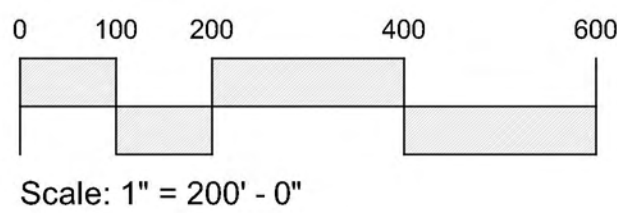
Sheet Number	Sheet Title
CS	Cover Sheet
	Area Map
LBP - P1	Large Block Plat
L 1	Block 1 Master Plan
L 1.1	Block 1 Grading Plan
L 1.2	Bus Shelter Plan
L 2	Block 1 Riparian Plan
L 2.1	Block 1 Draft Floodplain
L 2.2	Block 1 Building Envelopes
L 2.3	Compensatory Storage
P 1	Preliminary Plat
P 2	Preliminary Plat
E 1	Existing Conditions
C 1	Roadway Plan
C 2	Grading & Drainage Plan
C 3	Water Plan
C 4	Sewer Plan



Warm Springs Ranch

Ketchum, ID

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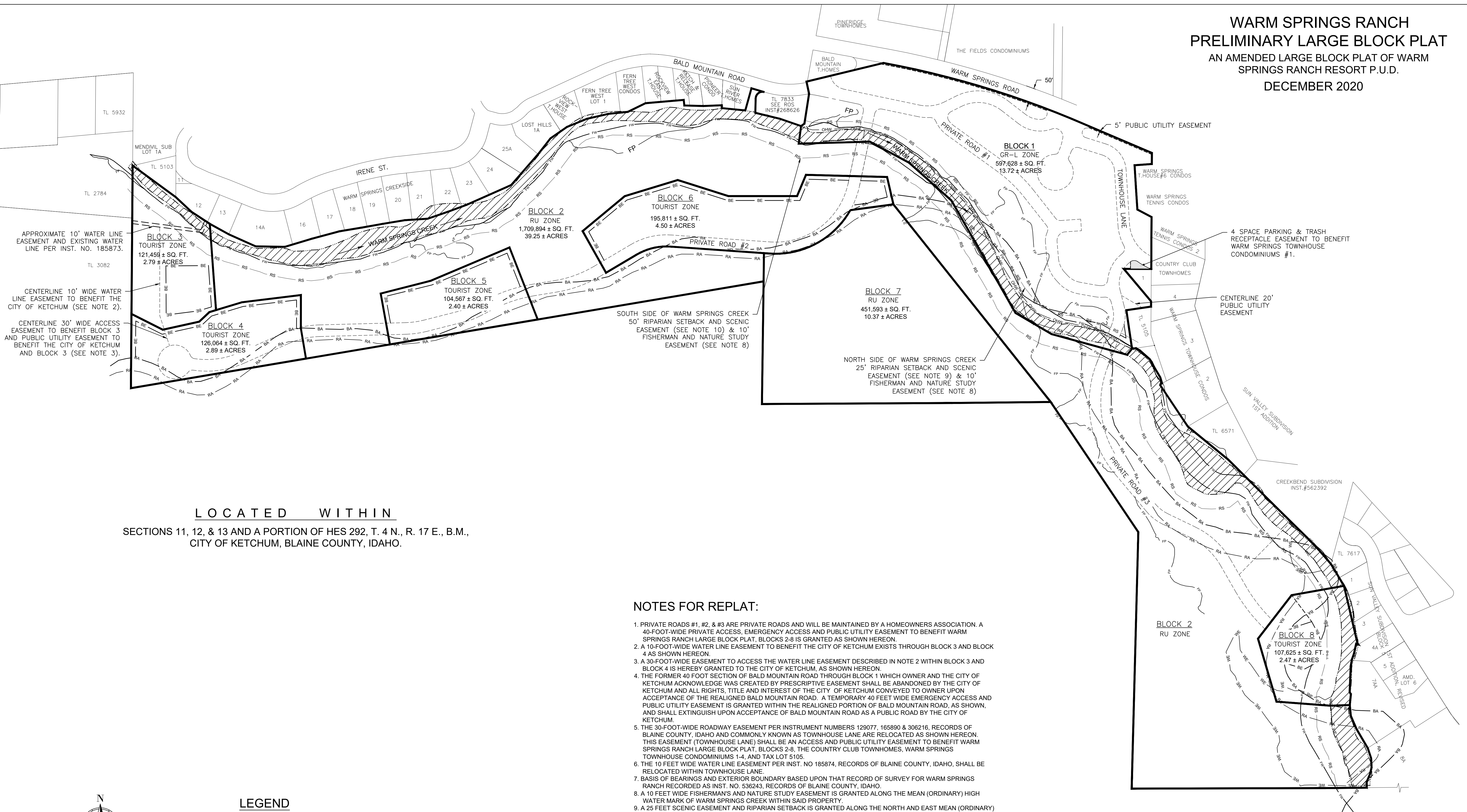


Aerial Photo: Blaine County GIS

Area Map

Date: 12/18/20
Preliminary Not For Construction:
Landscape Shown Herein Is Conceptual
Only And May Be Subject To Change

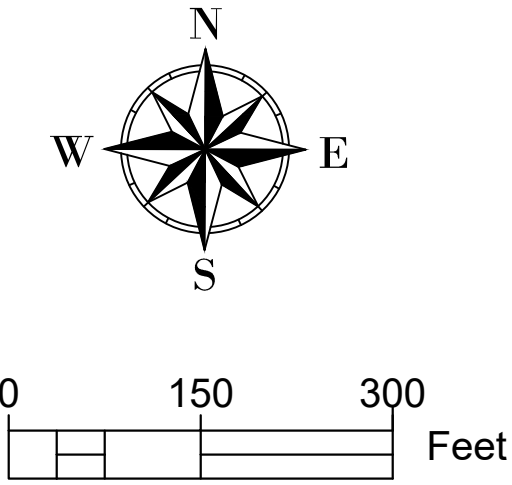
WARM SPRINGS RANCH
PRELIMINARY LARGE BLOCK PLAT
AN AMENDED LARGE BLOCK PLAT OF WARM
SPRINGS RANCH RESORT P.U.D.
DECEMBER 2020



LOCATED WITHIN
SECTIONS 11, 12, & 13 AND A PORTION OF HES 292, T. 4 N., R. 17 E., B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO.

NOTES FOR REPLAT:

- PRIVATE ROADS #1, #2, & #3 ARE PRIVATE ROADS AND WILL BE MAINTAINED BY A HOMEOWNERS ASSOCIATION. A 40-FOOT-WIDE PRIVATE ACCESS, EMERGENCY ACCESS AND PUBLIC UTILITY EASEMENT TO BENEFIT WARM SPRINGS RANCH LARGE BLOCK PLAT, BLOCKS 2-8 IS GRANTED AS SHOWN HEREON.
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LEGEND

- PARCEL / BLOCK BOUNDARY
- ADJOINING PROPERTY LINES
- EASEMENT LINE - TYPE & WIDTH AS SHOWN
- BUILDING ENVELOPE
- 1% ANNUAL CHANCE FLOOD LINE - PER FEMA 2010
- FLOODWAY - PER FEMA 2010
- ORDINARY HIGH WATER
- RIPARIAN SETBACK FROM OHW
- BLUE AVAILANCE LINE(SEE NOTE 13)
- RED AVAILANCE LINE (SEE NOTE 13)
- WARM SPRINGS CREEK
- WETLANDS, PER SAWTOOTH ENVIRONMENTAL (CIRCA 2010)

P1
LARGE BLOCK PLAT

WARM SPRINGS RANCH

LOCATED WITHIN
SECTION 12, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, IDAHO

PREPARED FOR : BRENNAN HOLDINGS, LLC.

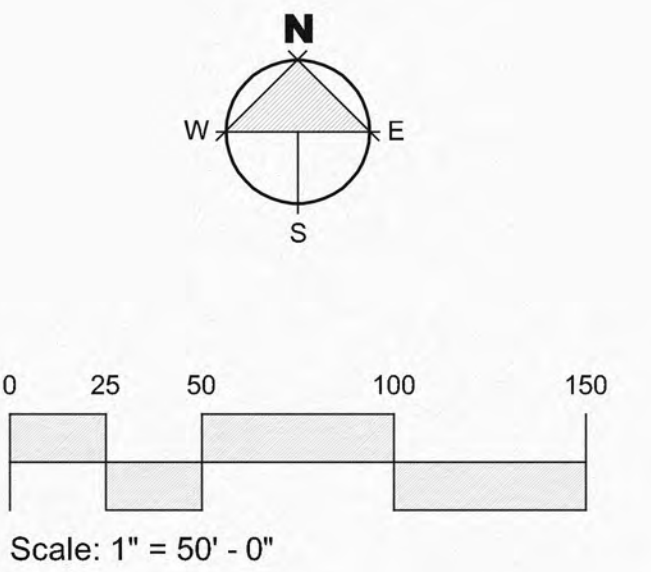
PROJECT NO. 20071	DWG BY: PLJ	CRD: 20071.CRD	20071 LARGE BLOCK PLAT.DWG
A LARGE BLOCK PLAT	DATE: 12/16/2020	SHEET: 1 OF 1	

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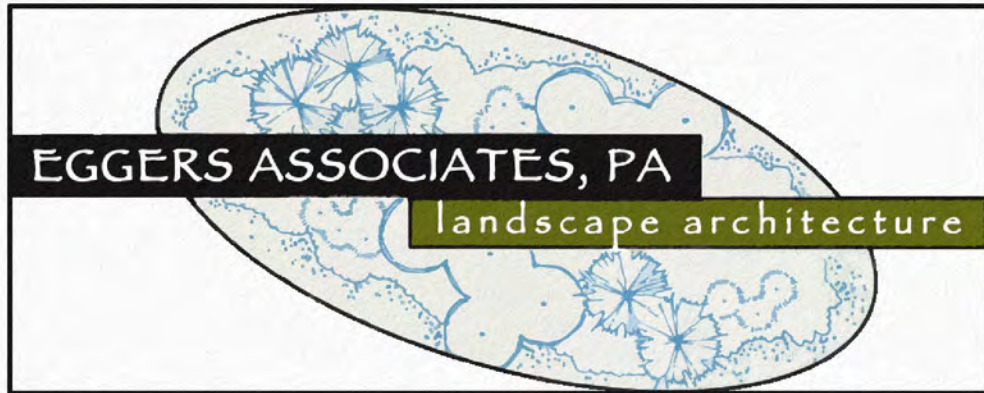


Plan Legend	
	Property Line
	Proposed Lot
	Existing Contour
	Edge of Mean High Water
	25' Riparian Setback
	Floodway Per FEMA 2010
	100 Year Floodplain Per FEMA 2010
	Blue Avalanche Zone
	Red Avalanche Zone
	Lot Numbers

Plant Legend	
	Evergreen Tree To Remain
	Deciduous Tree To Remain



Survey Provided By Benchmark Associates
Date: July 2020
Aerial Photo Date: May 2020



Warm Springs Ranch

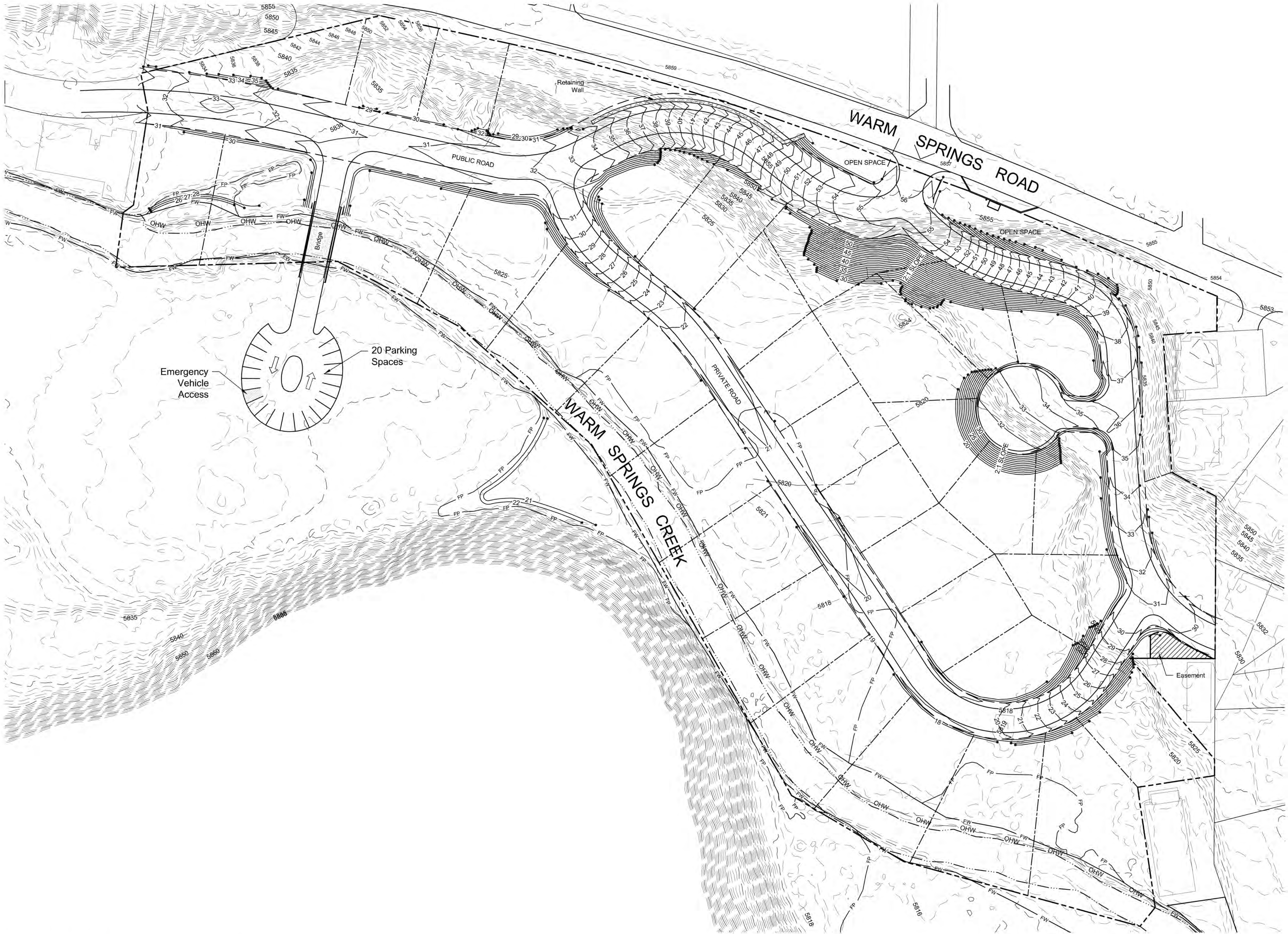
Ketchum, ID

L1 - Block 1 - Master Plan

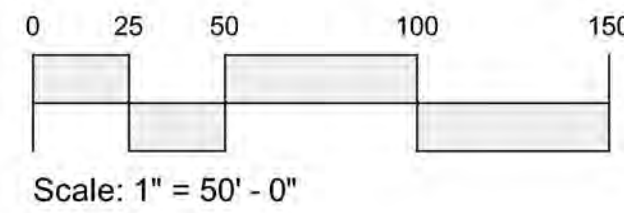
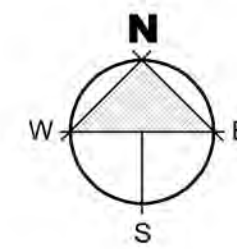
Eggers Associates - Landscape Architecture PO Box 953 560 North Second Avenue Ketchum Idaho, 83340 P: 208.725.0988 F: 208.725.0972 W: www.eggersassociates.com

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Date: 02/11/21
Preliminary Not For Construction:
Landscape Shown Herein Is Conceptual
Only And May Be Subject To Change



Plan Legend	
	Property Line
	Proposed Lot
	Existing Contour
	Proposed Contour
	Edge of Water
	Ordinary High Water Mark
	Floodway Per FEMA 2010
	100 Year Floodplain Per FEMA 2010



Survey Provided By Benchmark Associates
 Date: July 2020
 1' Contour Intervals



Warm Springs Ranch

Ketchum, ID

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L1.1 - Block 1 - Grading

Date: 02/11/21
Preliminary Not For Construction:
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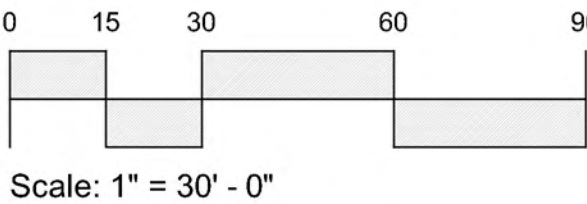
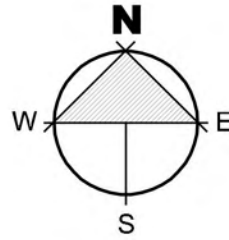
Plan Legend

Property Line

Proposed Lot



Bus Shelter Example



Survey Provided By Benchmark Associates
Date: July 2020
Aerial Photo Date: May 2020



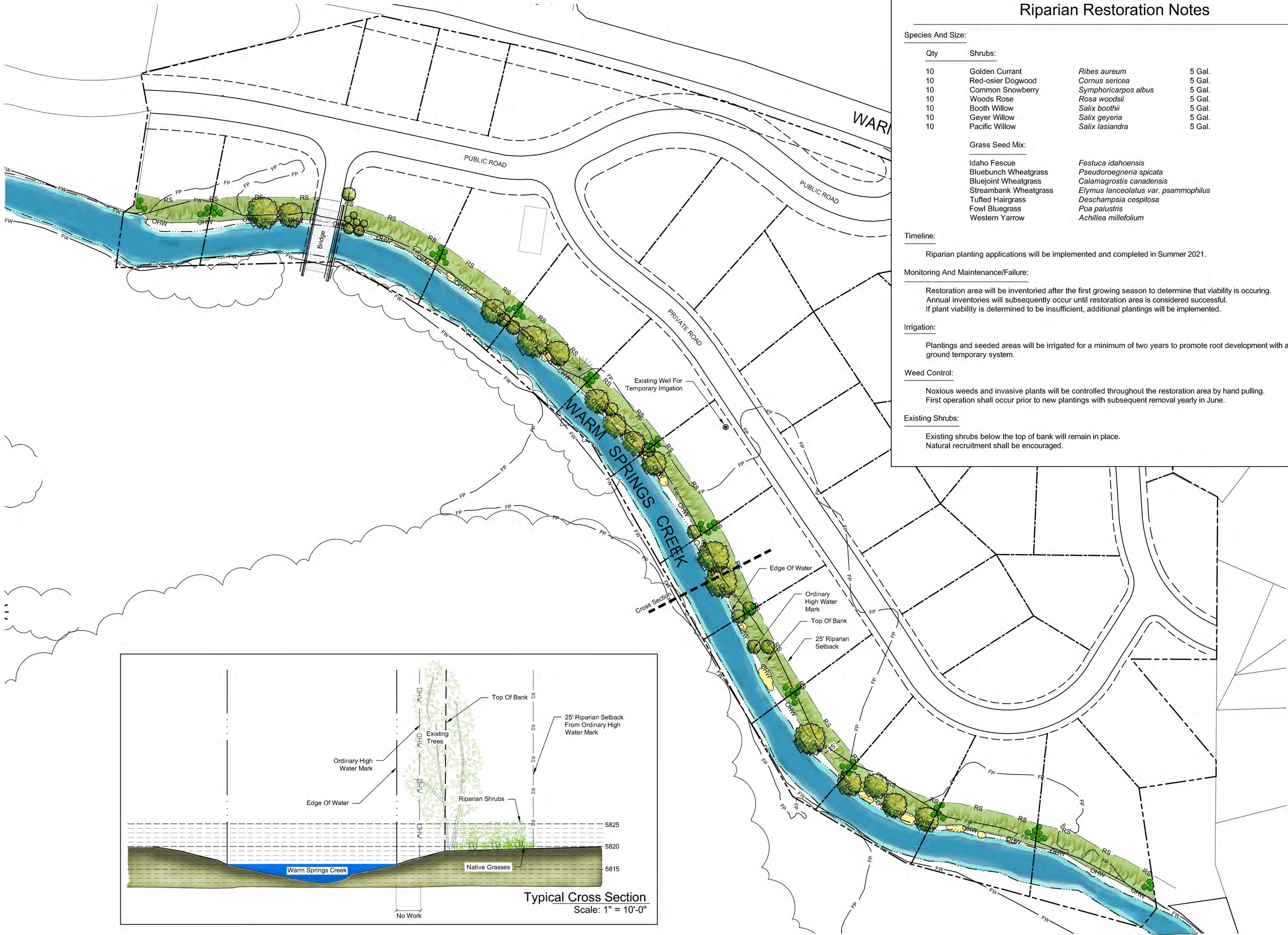
Warm Springs Ranch

Ketchum, ID

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L1.2 - Bus Shelter Plan

Date: 02/11/21
Preliminary Not For Construction:
Landscape Shown Herein Is Conceptual
Only And May Be Subject To Change



Riparian Restoration Notes

Species And Size:

Qty	Shrubs:		
10	Golden Currant	<i>Ribes aureum</i>	5 Gal.
10	Red-osier Dogwood	<i>Cornus sericea</i>	5 Gal.
10	Common Snowberry	<i>Symphoricarpos albus</i>	5 Gal.
10	Woods Rose	<i>Rosa woodsii</i>	5 Gal.
10	Booth Willow	<i>Salix boothii</i>	5 Gal.
10	Geyer Willow	<i>Salix geyeria</i>	5 Gal.
10	Pacific Willow	<i>Salix lasiandra</i>	5 Gal.
Grass Seed Mix:			
	Idaho Fescue	<i>Festuca idahoensis</i>	
	Bluebunch Wheatgrass	<i>Pseudoroegneria spicata</i>	
	Bluejoint Wheatgrass	<i>Calamagrostis canadensis</i>	
	Streambank Wheatgrass	<i>Elymus lanceolatus</i> var. <i>psammophilus</i>	
	Tufted Hairgrass	<i>Deschampsia cespitosa</i>	
	Fowl Bluegrass	<i>Poa palustris</i>	
	Western Yarrow	<i>Achillea millefolium</i>	

Timeline:

Riparian planting applications will be implemented and completed in Summer 2021.

Monitoring And Maintenance/Failure:

Restoration area will be inventoried after the first growing season to determine that viability is occurring. Annual inventories will subsequently occur until restoration area is considered successful. If plant viability is determined to be insufficient, additional plantings will be implemented.

Irrigation:

Plantings and seeded areas will be irrigated for a minimum of two years to promote root development with an above ground temporary system.

Weed Control:

Noxious weeds and invasive plants will be controlled throughout the restoration area by hand pulling. First operation shall occur prior to new plantings with subsequent removal yearly in June.

Existing Shrubs:

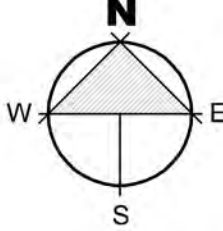
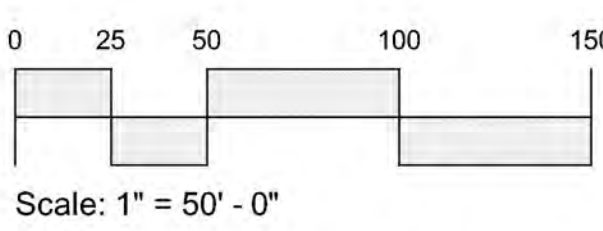
Existing shrubs below the top of bank will remain in place. Natural recruitment shall be encouraged.

Plan Legend

- Block Line
- Proposed Lot
- Proposed Road
- Proposed Right Of Way
- Top Of Bank
- Edge Of Water
- RS Riparian Setback (25')
- OHW Ordinary High Water Mark
- FW Floodway Per FEMA 2010
- FP 100 Year Floodplain Per FEMA 2010

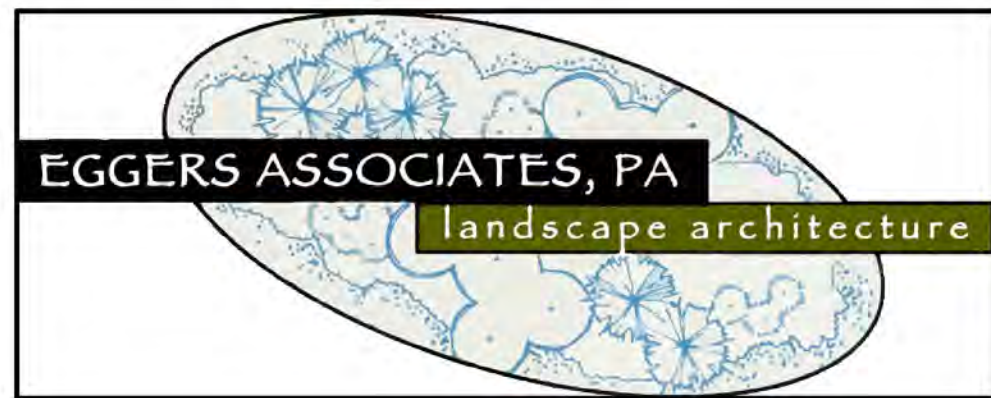
Plant Legend

- Existing Evergreen Tree
- Existing Deciduous Tree
- Existing Vegetation
- Proposed Riparian Shrub



Survey Provided By Benchmark Associates
Date: July 2020

L2 - Block 1 - Riparian Restoration Plan

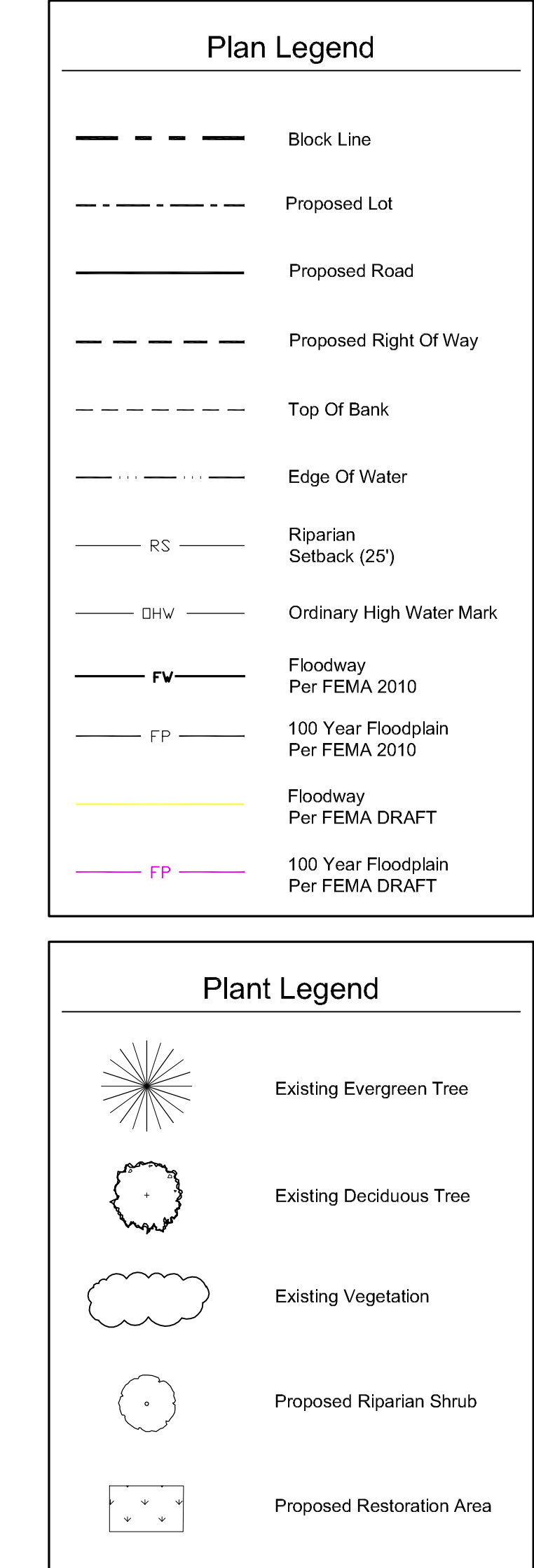


Warm Springs Ranch

Ketchum, ID

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Date: 02/11/21
Preliminary Not For Construction:
Landscape Shown Herein Is Conceptual
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L2.1 - Block 1 - Draft Floodplain

Date: 02/11/21
Preliminary Not For Construction:
 Landscape Shown Herein Is Conceptual
 Only And May Be Subject To Change

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Plan Legend

Property Line

Proposed Lot

Building Envelope

Edge of Mean High Water

25' Riparian Setback

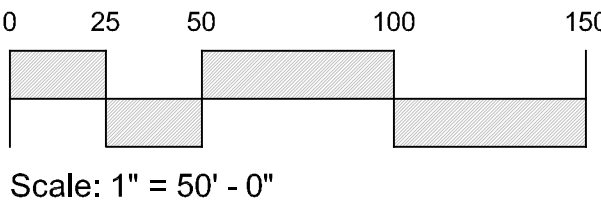
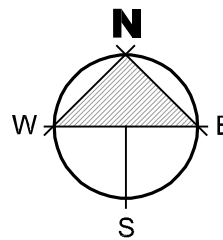
Floodway Per FEMA 2010

100 Year Floodplain Per FEMA 2010

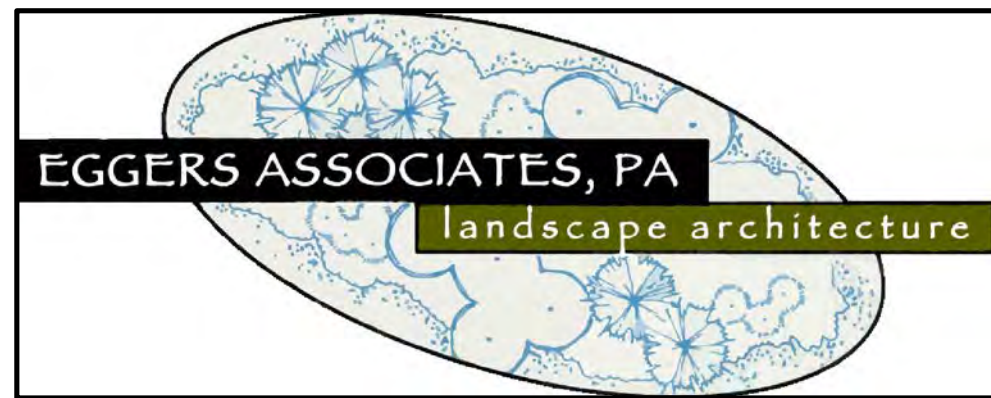
Floodway Per FEMA DRAFT

100 Year Floodplain Per FEMA DRAFT

GRL Zone Minimum Setbacks	
Warm Springs Road:	30'
Front Setback:	15'
Side Setback:	5'
Rear Setback:	15'



Survey Provided By Benchmark Associates
Date: July 2020



Warm Springs Ranch

Ketchum, ID

L2.2 - Block 1 - Building Envelopes

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Date: 02/11/21
Preliminary Not For Construction:
Landscape Shown Herein Is Conceptual
Only And May Be Subject To Change

WARM SPRINGS RANCH BLOCK 1
PRELIMINARY PLAT

A SUBDIVISION PLAT WHEREIN:
BLOCK 1, WARM SPRINGS RANCH LARGE BLOCK PLAT IS SUBDIVIDED CREATING
WARM SPRINGS RANCH BLOCKS 1-5, LOTS 1-36 & PARCELS A, B, C, D & E
FEBRUARY 2021

NOTES:

1. ZONING IS GR-L.
2. PRIVATE ROAD #1 WITHIN WARM SPRINGS RANCH LARGE BLOCK PLAT, BLOCK 1, ALONG WITH ALL EASEMENTS WITHIN SAID ROAD ARE HEREBY VACATED.
3. PARCELS A & D ARE PRIVATE ROADS. PARCELS A & D WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. PRIVATE ROADS SHALL MAINTAIN A FREE AND CLEAR WIDTH OF 26 FEET FOR EMERGENCY VEHICLES. A 40-FOOT-WIDE ACCESS AND PUBLIC UTILITY EASEMENT TO BENEFIT WARM SPRINGS RANCH LARGE BLOCK PLAT BLOCKS 2-7 IS GRANTED ON PARCELS A & D AS SHOWN HEREON. A 10-FOOT-WIDE SNOW STORAGE AND UTILITY EASEMENT IS GRANTED ADJACENT TO ALL PRIVATE ROAD PARCELS. NO PUBLIC PARKING IS PERMITTED IN PARCELS A & D.
4. PARCELS B & C ARE COMMON AREA OPEN SPACE AND SHALL BE MAINTAINED BY THE H.O.A. SNOW STORAGE IS GRANTED WITHIN ALL OF PARCELS B & C.
5. THE ACCESS AND PUBLIC UTILITY EASEMENT BENEFITING THE COUNTRY CLUB TOWNHOMES AND WARM SPRINGS TOWNHOUSE CONDOMINIUMS KNOWN AS TOWNHOUSE LANE IS RELOCATED WITHIN PARCEL A AS SHOWN HEREON.
6. BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE AS DERIVED BY GPS OBSERVATIONS.
7. THE RED AND BLUE AVALANCHE ZONES ARE PER ARTHUR MEARS SITE SPECIFIC AVALANCHE HAZARD AND MAPPING ANALYSIS, APRIL 2001.
8. A 10' FISHERMAN'S AND NATURE STUDY EASEMENT IS GRANTED ALONG THE BANKS OF WARM SPRINGS CREEK. LOCATION OF SAID EASEMENT SHALL SHIFT IN ACCORDANCE WITH THE LOCATION OF THE MEAN HIGH WATER MARK.
9. A 25' SCENIC EASEMENT AND RIPARIAN SETBACK EASEMENT IS GRANTED ALONG THE NORTH BANK OF WARM SPRINGS CREEK AS SHOWN HEREON. LOCATION OF SAID EASEMENT SHALL SHIFT IN ACCORDANCE WITH THE LOCATION OF THE MEAN HIGH WATER MARK.
10. FLOODPLAIN: THE 1% CHANCE OF FLOOD LINE (FP), AS DESIGNATED ON THIS MAP IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES. HOWEVER, BENCHMARK ASSOCIATES DOES NOT REPRESENT, GUARANTEE, WARRANT NOR IMPLY THAT AREAS OUTSIDE OF THE DESIGNATED FLOOD PLAIN AREA ARE SAFE AND FREE FROM FLOODS OR FLOOD DANGER. FLOOD INFORMATION IS BASED ON THE FLOOD INSURANCE STUDY FOR: BLAINE COUNTY, IDAHO, UNINCORPORATED AREAS) COMMUNITY NUMBER 165167 - PANEL NO. 0434 E - NOVEMBER 26, 2010.
11. ORDINARY HIGH WATER DELINEATION PER SAWTOOTH ENVIRONMENTAL CONSULTING, LLC, JUNE 2020. PERMITS MAY BE REQUIRED FROM LOCAL, STATE OR FEDERAL AGENCIES PRIOR TO CONSTRUCTION, EXCAVATION OR FILL ACTIVITIES.
12. LOTS 15 & 16 SHALL BE ACCESSED FROM MOUNTAIN CREEK DRIVE.
13. LOTS 33-36 SHALL BE ACCESSED FROM BALD MT. ROAD.
14. PARCEL D IS DEDICATED AS A PUBLIC PEDESTRIAN EASEMENT FOR ACCESS TO THE 10' FISHERMAN'S AND NATURE STUDY EASEMENT.
15. ANY CONSTRUCTION IN THE AVALANCHE OVERLAY ZONE ON LOTS 8-12 SHALL MEET THE REQUIREMENTS OF KETCHUM ZONING CODE 17.92, AS MAY BE AMENDED.
16. ANY DEVELOPMENT WITHIN THE REGULATORY FLOODPLAIN (AS MAYBE AMENDED) SHALL OBTAIN A FLOODPLAIN DEVELOPMENT PERMIT AND COMPLY WITH THE REQUIREMENTS IN KETCHUM ZONING CODE 17.88, AS MAY BE AMENDED.
17. FLOODPLAIN LINES, ORDINARY HIGH WATER AND SETBACKS ARE SUBJECT TO CHANGE WITH UPDATED FLOOD STUDIES BY FEMA AND CHANGES IN THE COURSE OF THE CREEK OVER TIME. THIS PLAT REFLECTS THE CURRENT CONDITIONS BUT SHOULD NOT BE RELIED UPON AS THE DEFINITIVE SOURCE FOR THIS INFORMATION.
18. REFER TO THE WARM SPRINGS RANCH REZONE AND DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. _____ RECORDS OF BLAINE COUNTY, IDAHO.
19. DESIGN REVIEW IS REQUIRED FOR NEW DEVELOPMENT ON LOTS 33, 34, 35 & 36.
20. THE RIPARIAN ZONE IDENTIFIED IN BLOCK 1 SHALL BE DESIGNATED AS AN EASEMENT GOVERNED AND MANAGED BY AN OWNERS ASSOCIATION (HOA) TO ENSURE FUTURE MODIFICATIONS TO THE RIPARIAN ZONE AND THE STREAM BANK DO NOT OCCUR INDIVIDUALLY BUT OCCUR IN A COMPREHENSIVE COORDINATED APPROACH. PRIOR TO ANY MODIFICATION TO THE RIPARIAN ZONE OR STREAM BANK, AN OVERALL PLAN MUST BE DEVELOPED AND APPROVED BY KETCHUM. KETCHUM WILL NOT UNREASONABLY WITHHOLD, CONDITION, OR DELAY APPROVAL OF SUCH PLAN. ANY RIPARIAN AND STREAM BANK ALTERATIONS MUST CONFORM TO THE APPROVED PLAN.
21. A BUS STOP SHELTER EASEMENT IS GRANTED WITHIN PARCEL B TO BENEFIT MOUNTAIN RIDES AS SHOWN HEREON. THE BUS SHELTER SHALL BE MAINTAINED BY MOUNTAIN RIDES.
22. SHEET FLOODING CAN AND WILL OCCUR ON THE PROPERTY SHOWN HEREON, AND FLOODING MAY EXTEND BEYOND THE FLOODWAY AND FLOODPLAIN BOUNDARY LINES IDENTIFIED.
23. THE DECLARATION ESTABLISHING COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE WARM SPRINGS RANCH SUBDIVISION HOMEOWNERS ASSOCIATION IS RECORDED UNDER INST. NO. _____.
24. RESIDENCES SHALL BE LIMITED TO SINGLE-FAMILY DWELLINGS ONLY. A TOTAL OF 36 DWELLING UNITS IS PERMITTED.
25. THE 25' RIPARIAN AREA SHALL BE MANAGED BY THE HOA ACCORDING TO A PLAN APPROVED BY THE CITY OF KETCHUM. ANY RIPARIAN OR STREAM BANK ALTERATIONS MUST CONFORM TO THE APPROVED PLAN.
26. THE USE OF CHEMICALS, FERTILIZERS, PESTICIDES, HERBICIDES, ETC. IS SUBJECT TO THE RESTRICTIONS IN KETCHUM MUNICIPAL CODE 17.88.040.C.3-6, AS MAY BE AMENDED.

P1
PRELIMINARY PLAT

WARM SPRINGS RANCH BLOCK 1

LOCATED WITHIN
SECTION 12, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, IDAHO

PREPARED FOR : BRENNAN HOLDINGS, LLC.



PROJECT NO. 20071 DWG BY: ROB CRD: 20071.CRD 20071 PRE-PLAT.DWG
A PRELIMINARY PLAT DATE: 2/12/2021 SHEET: 1 OF 2

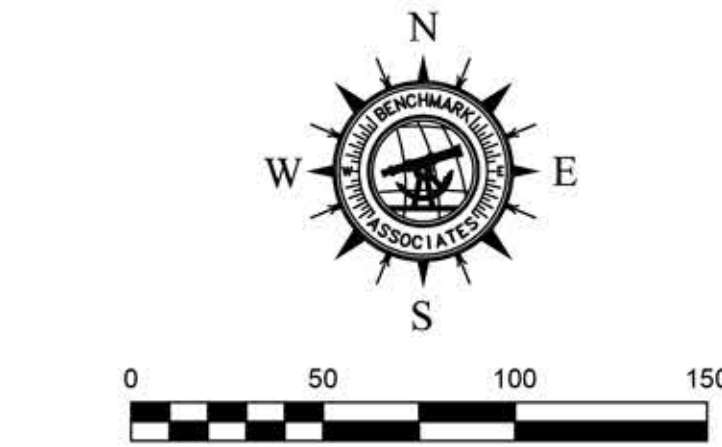
ACCESS EASEMENT TO
BENEFIT BALD MOUNTAIN
TOWNHOMES, GRANTED
HEREON

BALD MTN ROAD

TL 7833

WARM SPRINGS RANCH
BLOCK 2

WARM SPRINGS RANCH
BLOCK 6



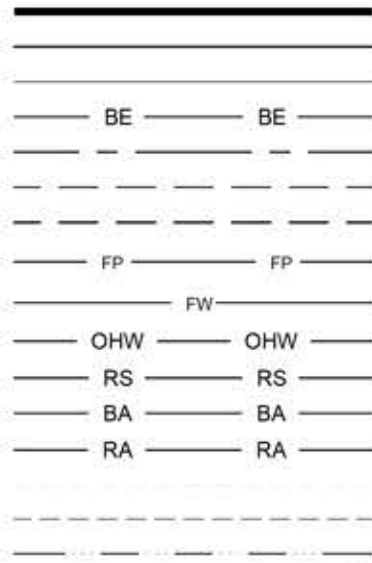
HEALTH CERTIFICATE

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

Date: _____
South Central Public Health District, REHS

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

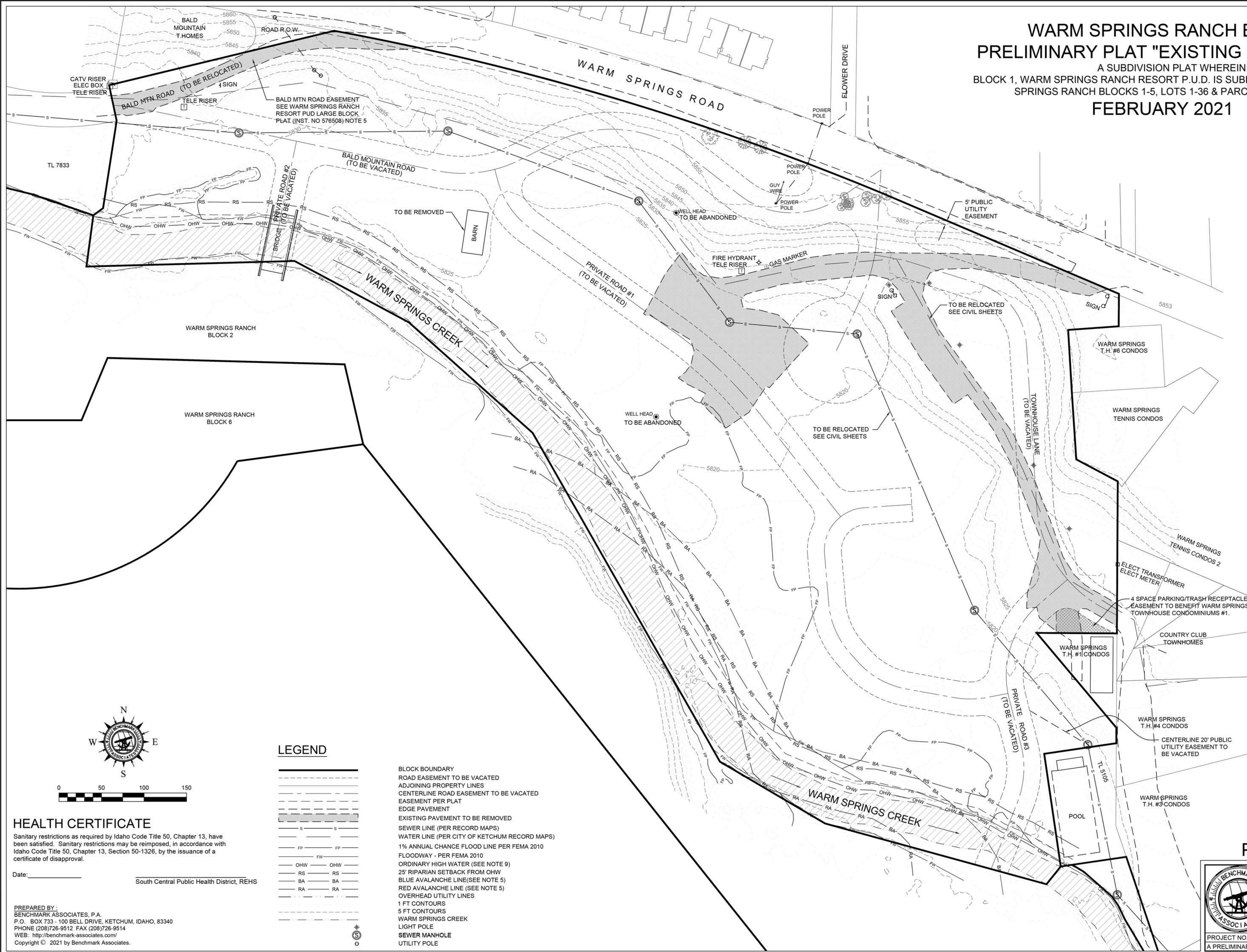


PARCEL / BLOCK BOUNDARY
LOT BOUNDARY
ADJOINING PROPERTY LINES
BUILDING ENVELOPE
CENTERLINE ROAD R.O.W.
EASEMENT LINE - TYPE & WIDTH AS SHOWN
EDGE PAVEMENT
1% ANNUAL CHANCE FLOOD LINE - PER FEMA 2010
FLOODWAY - PER FEMA 2010
ORDINARY HIGH WATER (SEE NOTE 9)
25' RIPARIAN SETBACK FROM OHW
BLUE AVALANCHE LINE(SEE NOTE 5)
RED AVALANCHE LINE (SEE NOTE 5)
1 FT CONTOURS
5 FT CONTOURS
WARM SPRINGS CREEK
LOT NUMBERS

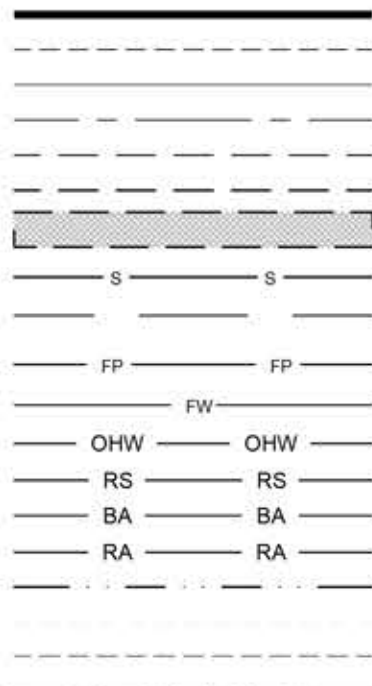
#

WARM SPRINGS RANCH BLOCK 1
PRELIMINARY PLAT "EXISTING CONDITIONS"

A SUBDIVISION PLAT WHEREIN:
BLOCK 1, WARM SPRINGS RANCH RESORT P.U.D. IS SUBDIVIDED CREATING WARM
SPRINGS RANCH BLOCKS 1-5, LOTS 1-36 & PARCELS A, B, C, D & E
FEBRUARY 2021



LEGEND



BLOCK BOUNDARY
ROAD EASEMENT TO BE VACATED
ADJOINING PROPERTY LINES
CENTERLINE ROAD EASEMENT TO BE VACATED
EASEMENT PER PLAT
EDGE PAVEMENT
EXISTING PAVEMENT TO BE REMOVED
SEWER LINE (PER RECORD MAPS)
WATER LINE (PER CITY OF KETCHUM RECORD MAPS)
1% ANNUAL CHANCE FLOOD LINE PER FEMA 2010
FLOODWAY - PER FEMA 2010
ORDINARY HIGH WATER (SEE NOTE 9)
25' RIPARIAN SETBACK FROM OHW
BLUE AVALANCHE LINE(SEE NOTE 5)
RED AVALANCHE LINE (SEE NOTE 5)
OVERHEAD UTILITY LINES
1 FT CONTOURS
5 FT CONTOURS
WARM SPRINGS CREEK
LIGHT POLE
SEWER MANHOLE
UTILITY POLE

P2
PRELIMINARY PLAT

WARM SPRINGS RANCH BLOCK 1

LOCATED WITHIN
SECTION 12, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, IDAHO

PREPARED FOR : BRENNAN HOLDINGS, LLC.



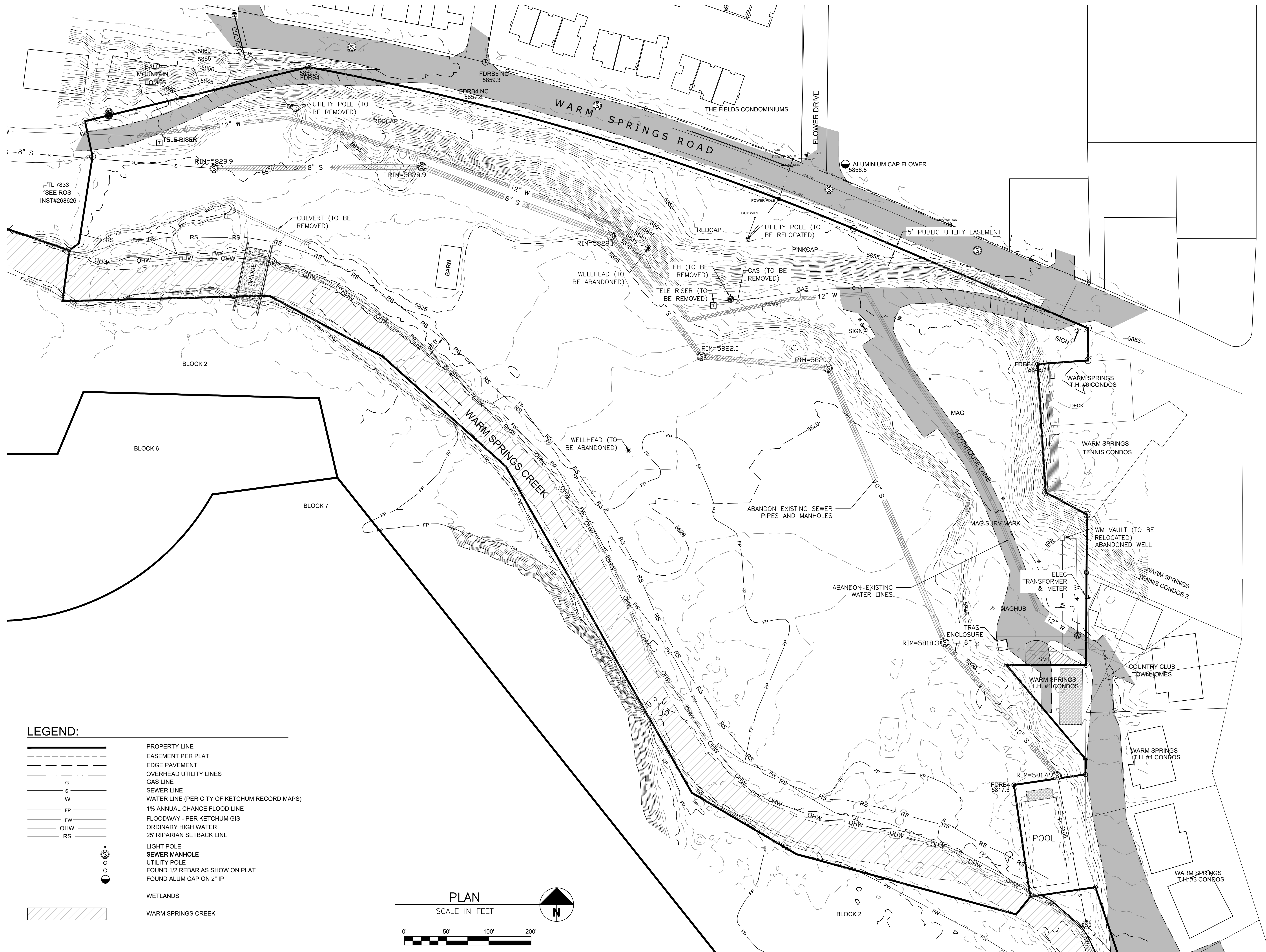
PROJECT NO. 20071	DWG BY: ROB	CRD: 20071.CRD	20071 PRE-PLAT.DWG
A PRELIMINARY PLAT	DATE: 2/12/2021		SHEET: 2 OF 2

HEALTH CERTIFICATE

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

Date: _____
South Central Public Health District, REHS

PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
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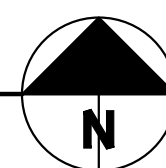


LEGEND:

- PROPERTY LINE
- EASEMENT PER PLAT
- EDGE PAVEMENT
- OVERHEAD UTILITY LINES
- GAS LINE
- SEWER LINE
- WATER LINE (PER CITY OF KETCHUM RECORD MAPS)
- 1% ANNUAL CHANCE FLOOD LINE
- FLOODWAY - PER KETCHUM GIS
- ORDINARY HIGH WATER
- 25' RIPARIAN SETBACK LINE
- LIGHT POLE
- SEWER MANHOLE
- UTILITY POLE
- FOUND 1/2 REBAR AS SHOW ON PLAT
- FOUND ALUM CAP ON 2" IP
- WETLANDS
- WARM SPRINGS CREEK

PLAN

SCALE IN FEET



REVISIONS

No.	DESCRIPTION	DATE	BY
1			



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EXISTING CONDITIONS

WARM SPRINGS RANCH: BLOCK 1
T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO
PREPARED FOR: BOB BRENNAN

DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY:
DATE: 12/16/2020
PROJECT NO.: 20071

DRAWING NO.

E1

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CONSTRUCTION



REVISIONS	
No.	DESCRIPTION
1	



PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
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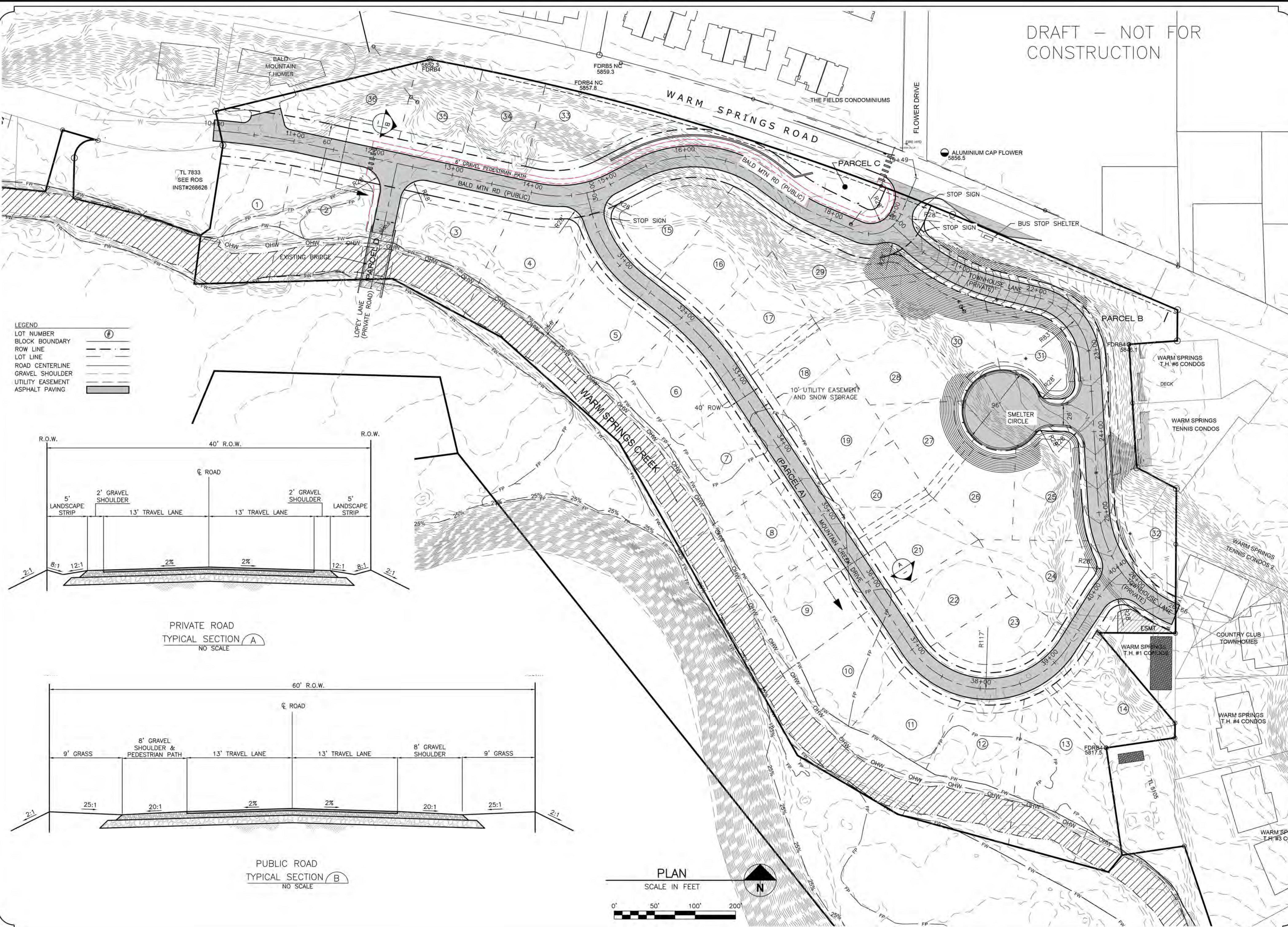
ROADWAY PLAN

WARM SPRINGS RANCH: BLOCK 1
T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO
PREPARED FOR: BOB BRENNAN

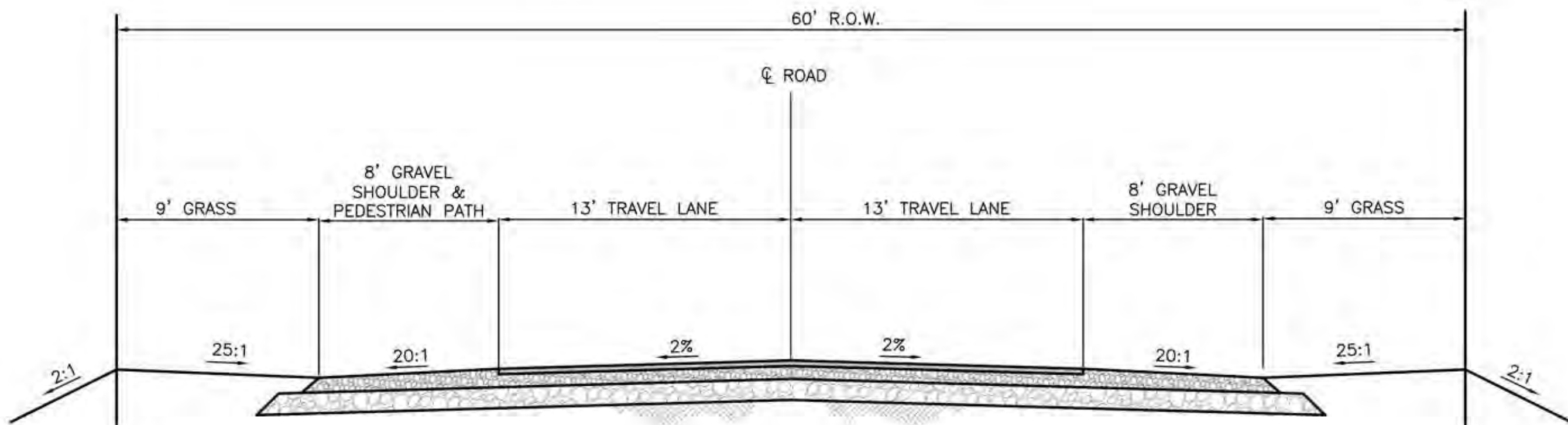
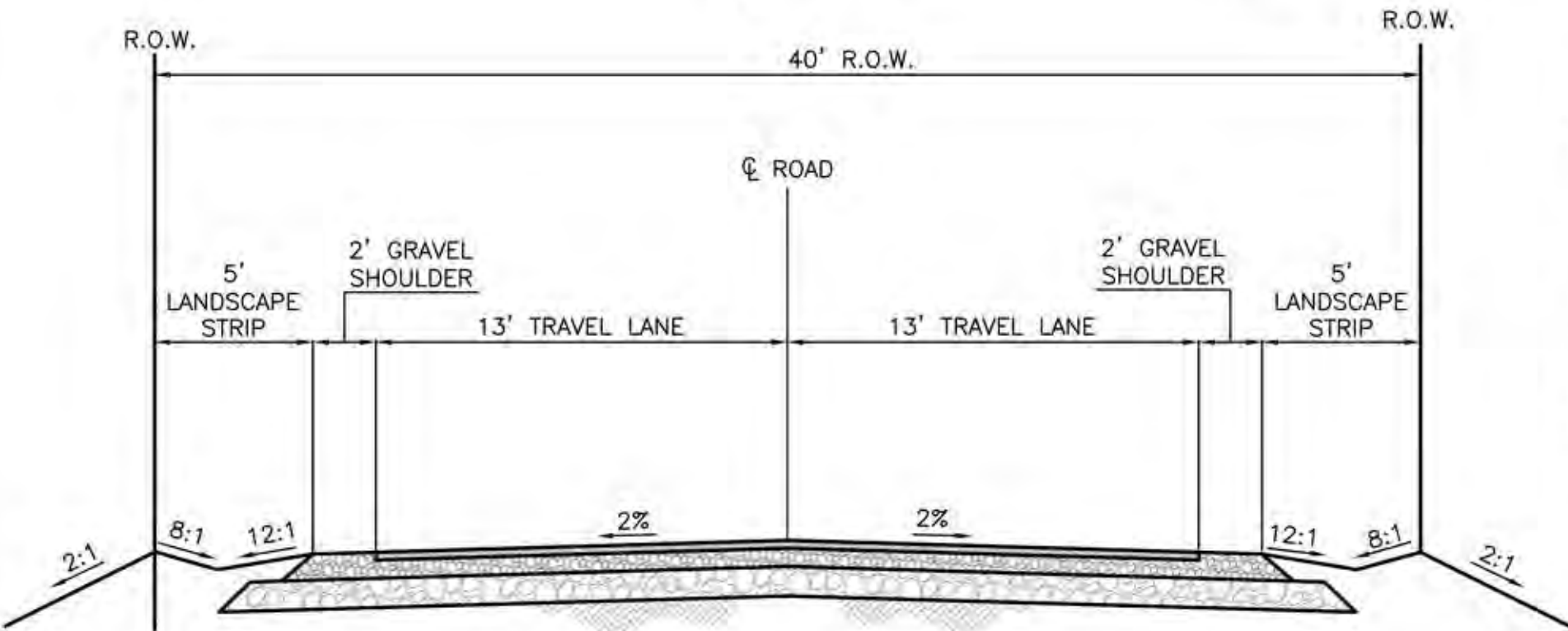
DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY: DP
DATE: 2/12/2021
PROJECT NO.: 20071

DRAWING NO.

C-1



- LEGEND
- LOT NUMBER
 - BLOCK BOUNDARY
 - ROW LINE
 - LOT LINE
 - ROAD CENTERLINE
 - GRAVEL SHOULDER
 - UTILITY EASEMENT
 - ASPHALT PAVING



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REVISIONS		BY	DATE
No.	DESCRIPTION		
1			



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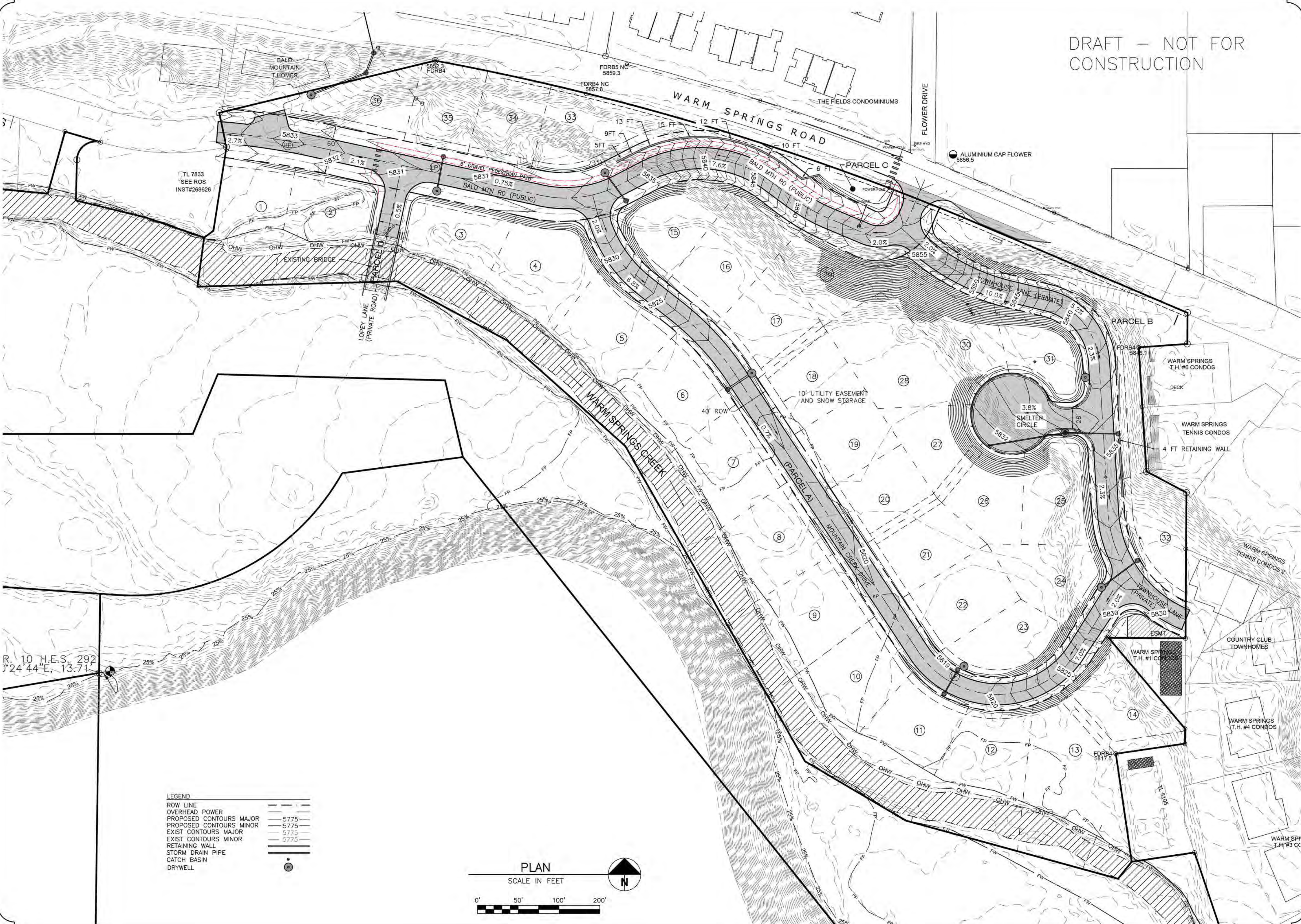
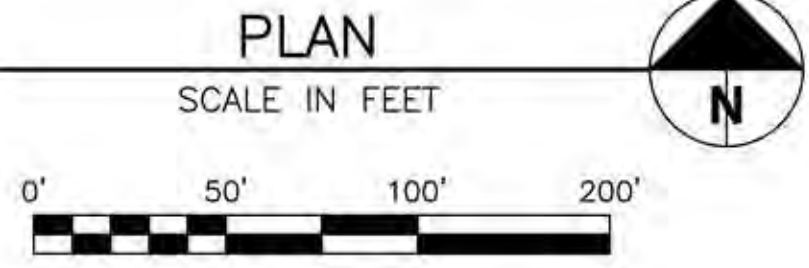
GRADING & DRAINAGE PLAN
WARM SPRINGS RANCH: BLOCK 1
T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO
PREPARED FOR: BOB BRENNAN

DRAWN BY:	PLJ
DESIGNED BY:	PLJ
CHECKED BY:	
DATE:	2/12/2020
PROJECT NO.:	20071

DRAWING NO.

C-2

- LEGEND
- ROW LINE
 - OVERHEAD POWER
 - PROPOSED CONTOURS MAJOR
 - PROPOSED CONTOURS MINOR
 - EXIST CONTOURS MAJOR
 - EXIST CONTOURS MINOR
 - RETAINING WALL
 - STORM DRAIN PIPE
 - CATCH BASIN
 - DRYWELL



A circular professional engineer seal for the State of Idaho. The outer ring contains the text "PROFESSIONAL ENGINEER" at the top and "PHOEBE JOHANNESSEN" at the bottom. The inner ring contains the word "LICENSED" at the top and the license number "17661" in the center.

[illegible]

PREPARED BY:
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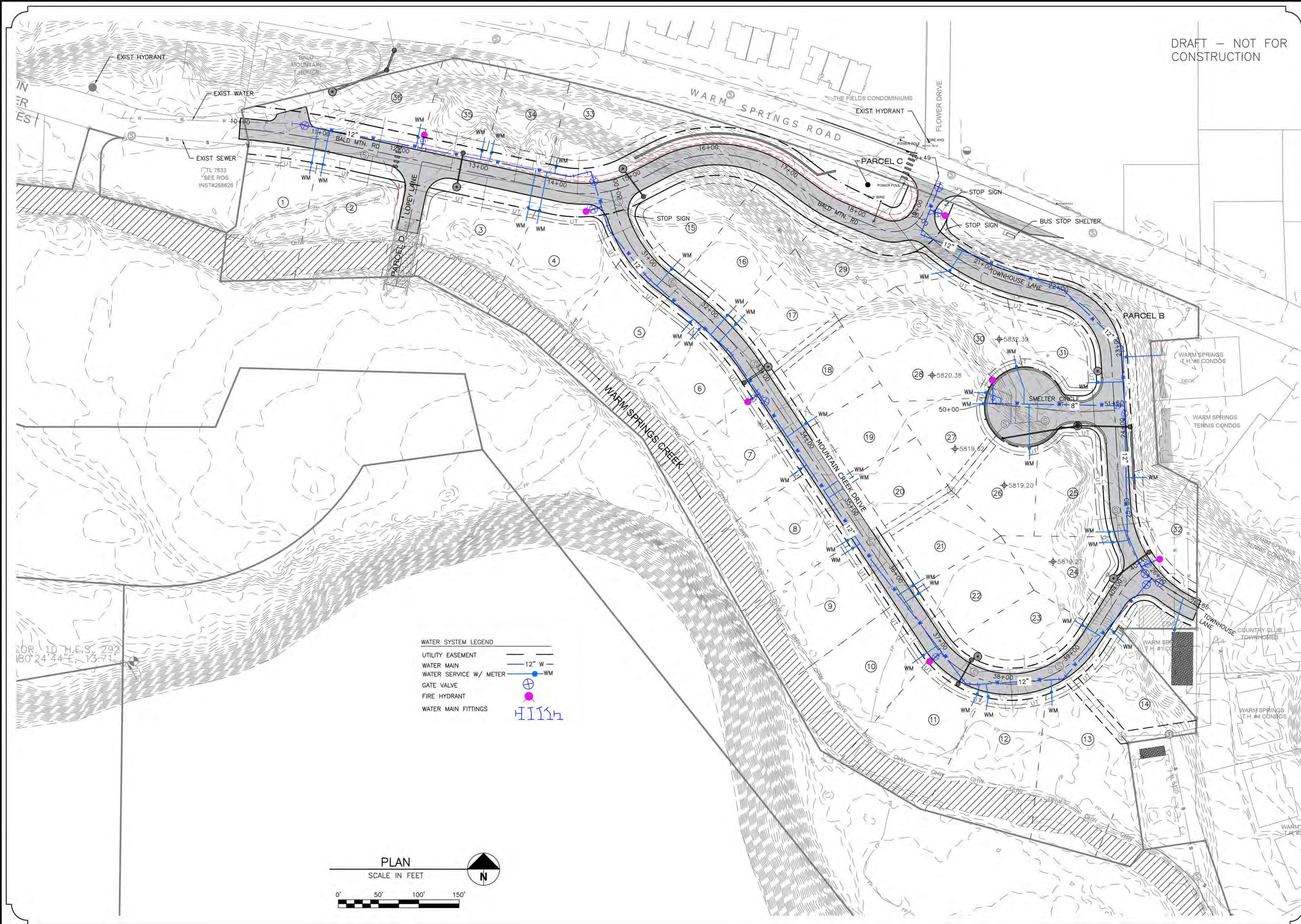
WATER PLAN

WARM SPRINGS RANCH
44N, R17E, SEC 12, B.M., KETCHUM, IDAHO
PREPARED FOR: BOB BRENNAN

DRAWN BY:	PLJ
DESIGNED BY:	PLJ
CHECKED BY:	-
DATE:	2/12/2021
PROJECT NO.:	20071

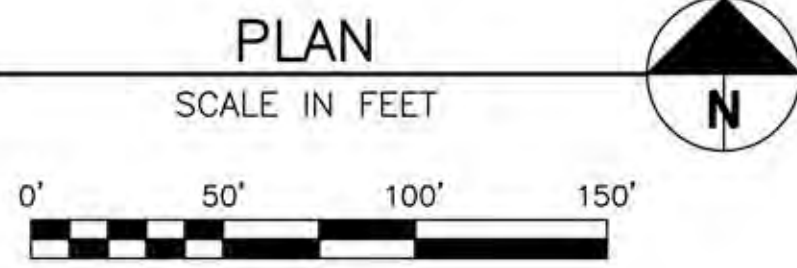
DRAWING NO.

C-3





SANITARY SEWER SYSTEM LEGEND
UTILITY EASEMENT
SEWER MAIN 12" S
SEWER SERVICE S
SEWER MANHOLE S



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CONSTRUCTION

REVISIONS	
No.	DESCRIPTION
1	

PROFESSIONAL ENGINEER
LICENSED
17661
STATE OF IDAHO
ROBERT JOHANNESSEN

BENCHMARK ASSOCIATES

PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
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SEWER PLAN

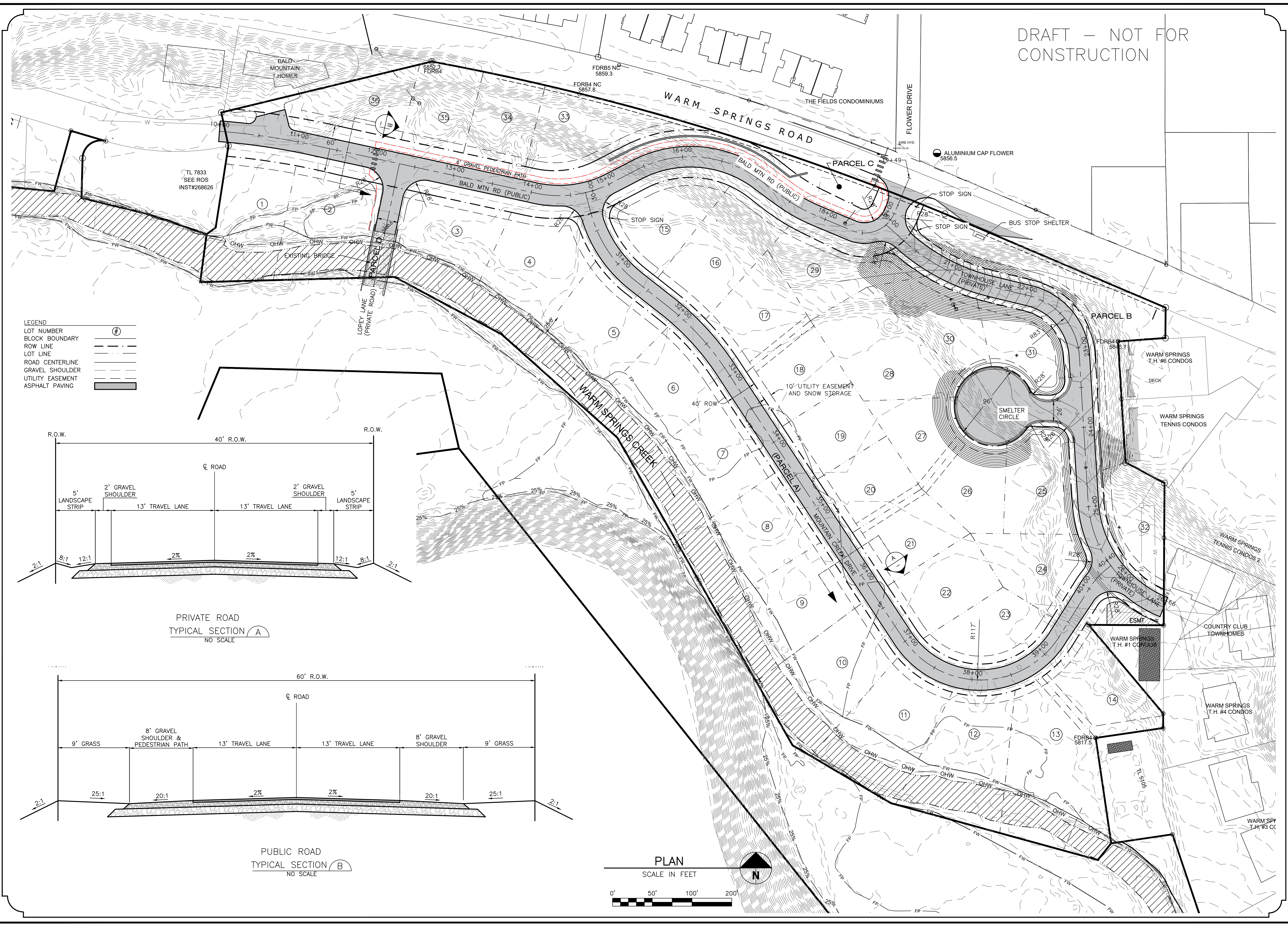
WARM SPRINGS RANCH
T4N, R17E, SEC 12, B.M., KETCHUM, IDAHO

PREPARED FOR: BOB BRENNAN

DRAWN BY:	PLJ
DESIGNED BY:	PLJ
CHECKED BY:	CPL
DATE:	2/11/2020
PROJECT NO.:	20071

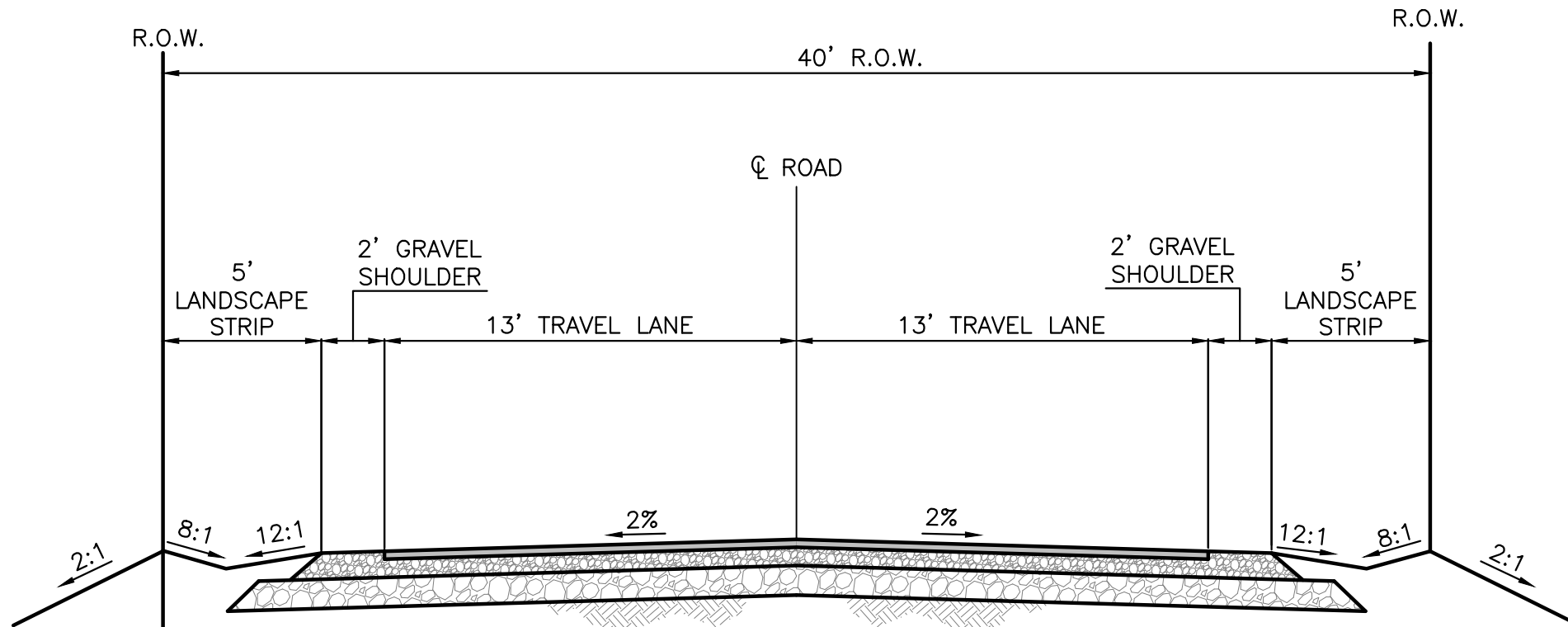
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C-4

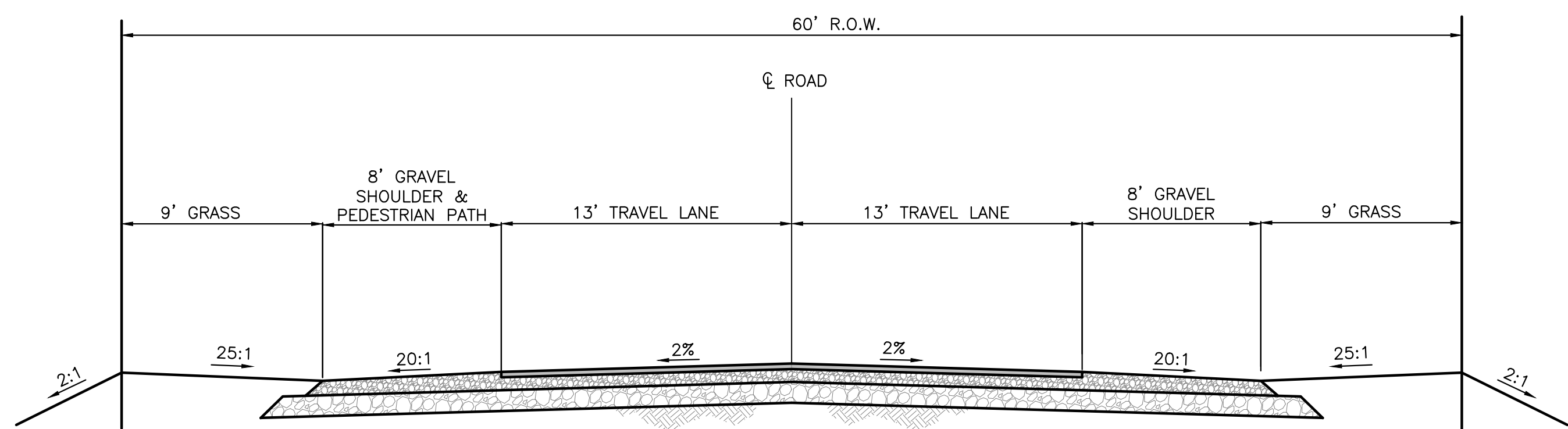


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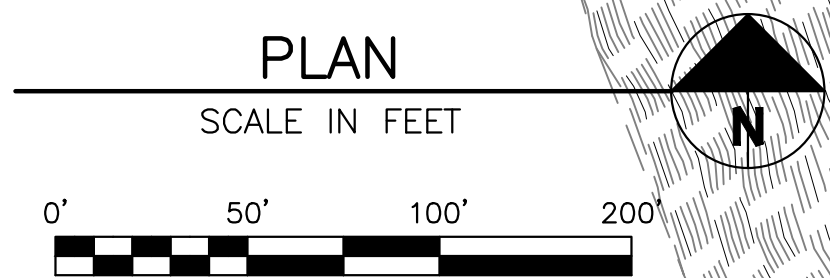
- LEGEND
- LOT NUMBER
 - BLOCK BOUNDARY
 - ROW LINE
 - LOT LINE
 - ROAD CENTERLINE
 - GRAVEL SHOULDER
 - UTILITY EASEMENT
 - ASPHALT PAVING



PRIVATE ROAD
TYPICAL SECTION A
NO SCALE



PUBLIC ROAD
TYPICAL SECTION B
NO SCALE



PROFESSIONAL ENGINEER
LICENSED
17661
STATE OF IDAHO
PRADEE JOHANNESSEN

REVISIONS

No.	DESCRIPTION	DATE	BY
1			

ASSOCIATES

PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
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ROADWAY PLAN

WARM SPRINGS RANCH: BLOCK 1
T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO

PREPARED FOR: BOB BRENNAN

DRAWN BY: PLJ

DESIGNED BY: PLJ

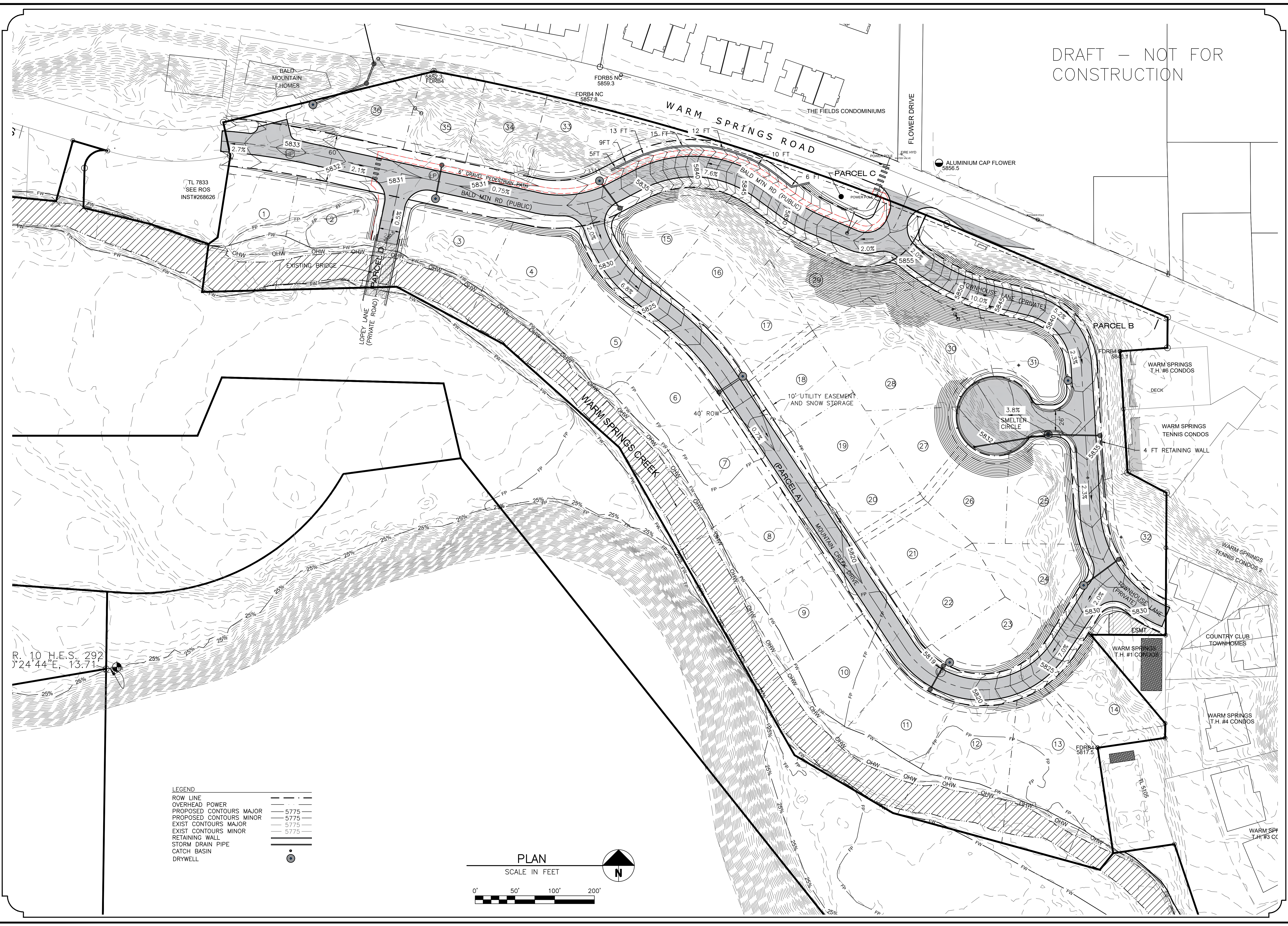
CHECKED BY: DP

DATE: 2/12/2021

PROJECT NO.: 20071


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C-1



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GRADING & DRAINAGE PLAN

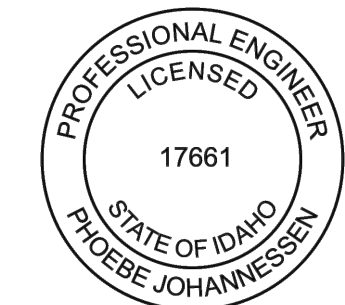
WARM SPRINGS RANCH: BLOCK 1
T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO

PREPARED FOR: BOB BRENNAN

DRAWN BY:	PLJ
DESIGNED BY:	PLJ
CHECKED BY:	
DATE:	2/12/2020
PROJECT NO.:	20071

DRAWING NO.
C-2

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(208) 726-9512
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WATER PLAN

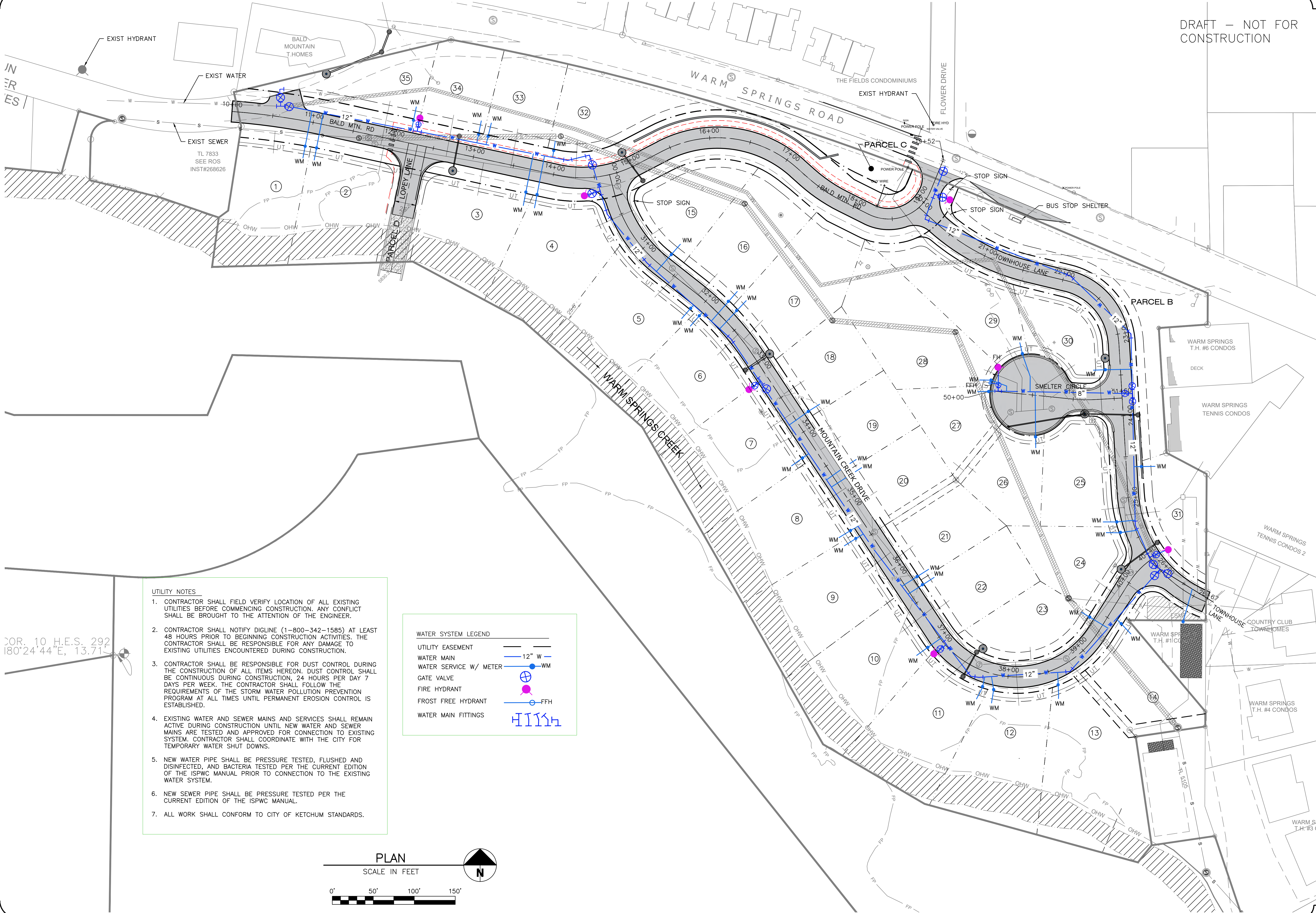
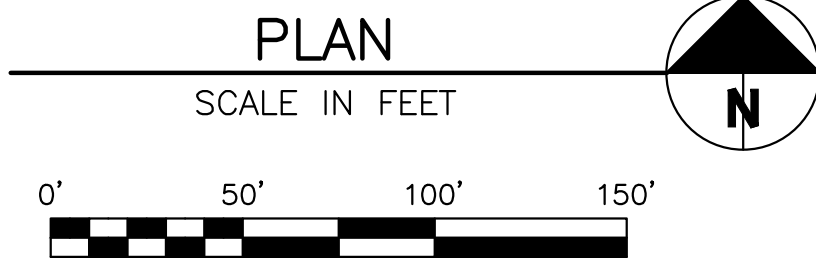
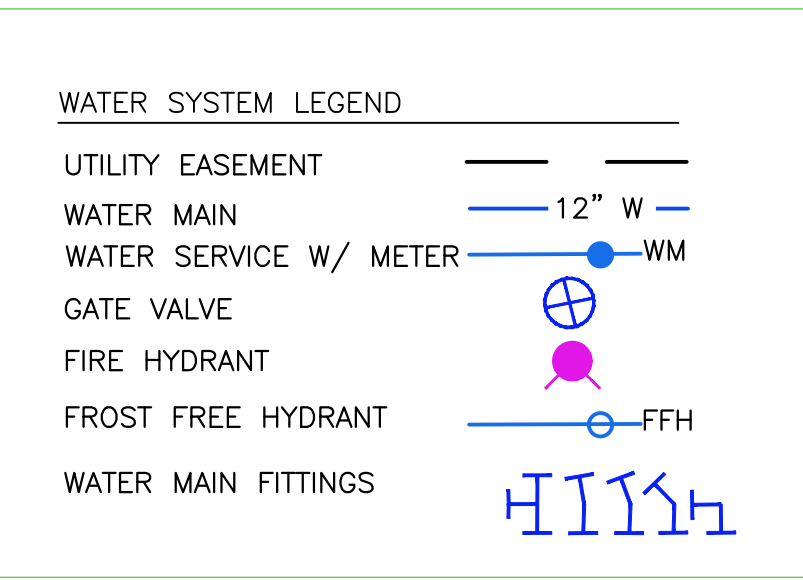
WARM SPRINGS RANCH
T4N, R17E, SEC 12, B.M., KETCHUM, IDAHO
PREPARED FOR: BOB BRENNAN

DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY: -
DATE: 3/5/2021
PROJECT NO.: 20071

DRAWING NO.

C-3

- UTILITY NOTES
- CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING CONSTRUCTION. ANY CONFLICT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
 - CONTRACTOR SHALL NOTIFY DIGLINE (1-800-342-1585) AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING THE CONSTRUCTION OF ALL ITEMS HEREON. DUST CONTROL SHALL BE CONTINUOUS DURING CONSTRUCTION, 24 HOURS PER DAY 7 DAYS PER WEEK. THE CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF THE STORM WATER POLLUTION PREVENTION PROGRAM AT ALL TIMES UNTIL PERMANENT EROSION CONTROL IS ESTABLISHED.
 - EXISTING WATER AND SEWER MAINS AND SERVICES SHALL REMAIN ACTIVE DURING CONSTRUCTION UNTIL NEW WATER AND SEWER MAINS ARE TESTED AND APPROVED FOR CONNECTION TO EXISTING SYSTEM. CONTRACTOR SHALL COORDINATE WITH THE CITY FOR TEMPORARY WATER SHUT DOWNS.
 - NEW WATER PIPE SHALL BE PRESSURE TESTED, FLUSHED AND DISINFECTED, AND BACTERIA TESTED PER THE CURRENT EDITION OF THE ISPMC MANUAL PRIOR TO CONNECTION TO THE EXISTING WATER SYSTEM.
 - NEW SEWER PIPE SHALL BE PRESSURE TESTED PER THE CURRENT EDITION OF THE ISPMC MANUAL.
 - ALL WORK SHALL CONFORM TO CITY OF KETCHUM STANDARDS.



Attachment C:
Applicant's Submittal for Warm
Springs Ranch



City of Ketchum
Planning & Building

OFFICIAL USE ONLY

File Number:	P21-003
Date Received:	12/18/20
Fee Paid:	\$2,900.00
By:	M Puddicombe
Approved Date:	
Denied Date:	
By:	

Development Agreement Application

APPLICANT INFORMATION

Project Name: Warm Springs Ranch

Applicant: Brennan Holdings No 300 LLC

Phone: Email: brennanholdings@gmail.com

Mailing Address: PO Box 1991, Ketchum

Co-Applicant:

Phone: Email:

Mailing Address:

Representative/Primary Contact: Kurt Eggers

Mailing Address: PO Box 953, Ketchum

Phone: 208-726-0988 Email: kurt@eggersassociates.com

PROJECT INFORMATION

Legal Land Description: Warm Springs Ranch Resort PUD, Blocks 1 - 8

Street Address: 1803 Warm Springs Road

Lot Area: ~ 78 acres

Zoning District: T and RU

Is Re-Zone Required? ☐ No If yes: To Zone: T to GR-L and T to GR-H

Overlay District: ☒ Flood ☒ Avalanche ☒ Mountain

Anticipated Use: residential and recreation

THE FOLLOWING TO BE INCLUDED WITH SUBMITTAL:

Title Report, including:

- Copy of the owner's recorded deed, applicant's option to purchase, or unrecorded contract of sale for such property.
- Copies of title exceptions as applicable.
- If applicant is not the owner of record, then written notarized consent of the owner(s) of record is required.

Architectural Plans of proposed construction (digital and one (1) copy 11" x 17") showing:

- Floor Plan
- All exterior elevations
- Section through the highest point of the building indicating existing, natural, and proposed grade, with dimensions. If the property is located in the CC community core zone, an analysis of the height invisible plane shall also be submitted.
- Type and color of exterior materials and roofing.
- Location and type of exterior lighting.
- Existing structures and land uses on and adjacent to the subject property.
- Adjacent roadways, proposed roadways, ingress and egress from said roadways, parking and pedestrian circulation and access.
- Property lines with dimensions, adjacent land uses, structures and zoning.
- Topography at one (1) foot intervals or spot elevations.
- Scale, north arrow, and legend.

<ul style="list-style-type: none"> • Existing watercourses, utility lines, easements, deed restrictions and other built or natural features restricting the use of the property. • Existing vegetation, labeled as to remain or to be removed. • Conceptual landscape plan that includes plant location, general species type and quantity.
<p>A draft development agreement consistent with §17.124.050 and §17.154. Three additional notes:</p> <ul style="list-style-type: none"> • For projects that include a PUD, it is recommended that both the standards of evaluation set forth in §16.08.080 and preliminary conditions of approval as set forth in §16.08.130 should be integrated into the agreement. • For projects with Design Review approval the duration of permit validity specified in §17.96 shall control unless otherwise specified and approved by the City Council. • To assure completion of project components, such as site restoration or completion of public infrastructure, the City may require a security deposit @ 150% of an approved engineering estimate.
<p>A written description of the proposed development, including the uses, and how it integrates and complements adjacent land uses.</p>
<p>A written narrative demonstrating compliance with the goals and policies of the Ketchum Comprehensive Plan.</p>
<p>A traffic analysis that includes roadways, proposed roadways, ingress and egress from said roadways, parking, pedestrian circulation and impacts to non-motorized and transit facilities.</p>
<p><u>For Zone Changes:</u> Signed and notarized statement by the applicant indicating that failure to comply with all commitments in the approved zoning development agreement shall be deemed consent to revert the zoning of the property to the pre-existing zone.</p>
<p>Phasing plan and proposed phasing schedule.</p>
<p>Written response, including electronic submission, in MS Word format, to §17.154.040.</p>
<p>Notes:</p> <ol style="list-style-type: none"> 1. The administrator, commission, or council may, at their discretion, reasonably require additional information prior to or during the review process. 2. The materials required in this subsection may be waived by the administrator after administrative review of the application should no need be found therefor.

I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

Signature of Owner/Representative Date

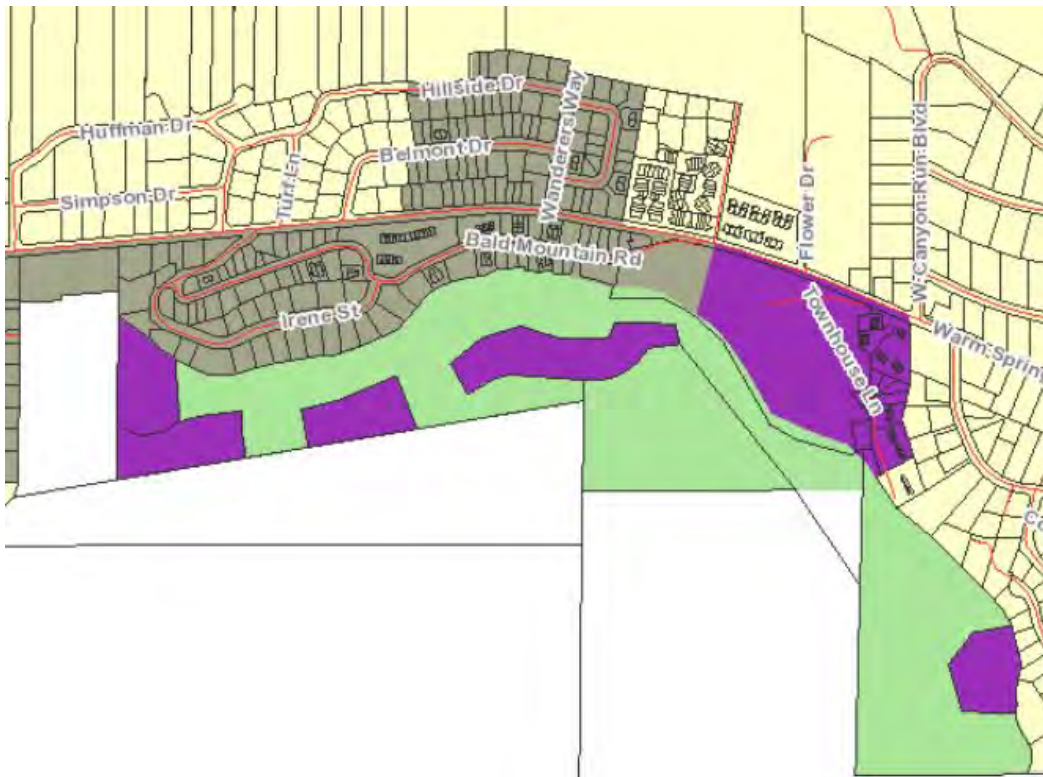
Signature of Co-Owner/Representative Date

WARM SPRINGS RANCH

DEVELOPMENT AGREEMENT APPLICATION SUPPLEMENT

SUBMITTED FOR: Brennan Holdings No 300, LLC

SUBMITTED BY: Benchmark Associates, P.A
Project Engineer



DECEMBER 2020

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Introduction

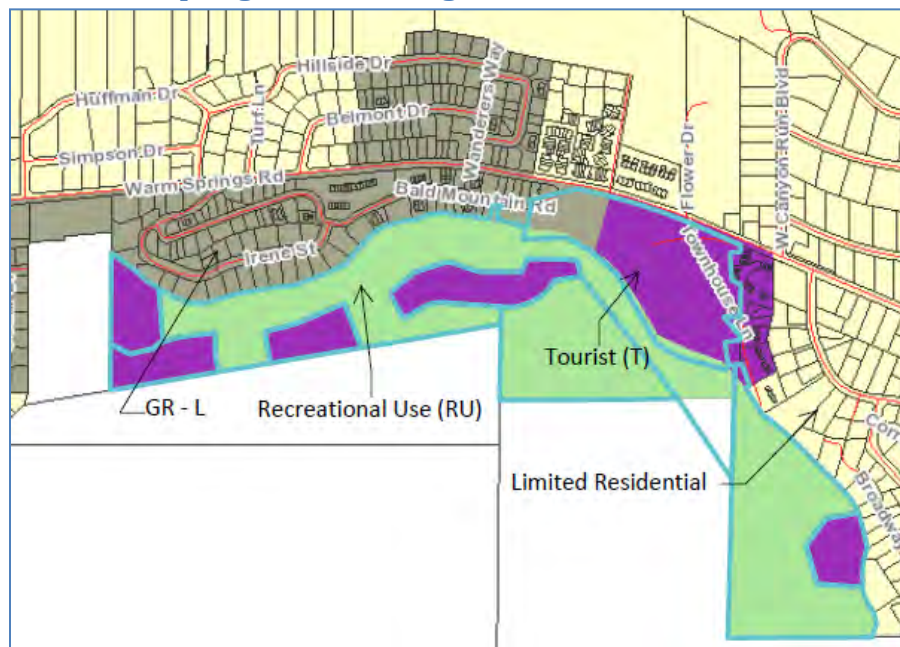
This document contains the supplemental information as required on Ketchum's Development Agreement Application form. The subject property, Warm Springs Ranch Resort PUD, is approximately 73 acres and subject to a Current Development Agreement (Inst. No. 640939). The applicant, Brennan Holdings No 300 LLC, seeks to terminate the Current Development Agreement (Inst. No. 640939) and replace it with the proposed new development agreement.

Description of the proposed development, including the uses, and how it integrates and complements adjacent land uses.

The Current Development Agreement entitles a hotel/resort development approved under a Planned Unit Development and Annexation Agreement on lands zoned Tourist (T) and Recreational Use (RU). The proposed development agreement includes residential and recreational uses with General Residential - Low Density (GR-L) and Recreational Use (RU) zoning districts.

Block 1 of the new Warm Springs Ranch Subdivision is 13.72 acres and will be down-zoned from Tourist (T) to General Residential - Low Density (GR-L). This GR-L zoning is adjacent to, and is a natural extension of, the approximately 140 acres of GR-L zoning lying to the east and the north of the subject property. The other land uses adjacent to the subject property are also residential with Tourist (T) and Limited Residential (LR) zoning districts.

Figure 1: Current Warm Springs Ranch Zoning



A written narrative demonstrating compliance with the goals and policies of the Ketchum Comprehensive Plan.

This development agreement application, along with the concurrent Large Block Plat Amendment and the Preliminary Plat application for Block 1, are compliant with and support the goals and policies in the Ketchum Comprehensive Plan in the following ways.

Chapter 1: Community Vision and Core Values. 4. A Variety of Housing Options

One of Ketchum's primary challenges in maintaining and creating the variety of housing options expressed as a core value in the Plan is that of single-family housing. This application supports this core value by adding new, highly desirable single-family housing on relatively small lots in an existing neighborhood.

"In order to maintain a strong economy with a base of jobs and a diverse demographic of residents, it is important for the community to provide a varied supply of housing choices - both year-round work force housing and second homes for seasonal residents."

Chapter 1: Community Vision and Core Values. 6. Exceptional Recreational Opportunities

"The outdoor recreation amenities and lifestyle are a key stimulus to our economy. Focused stewardship and marketing will solidify the value that the outdoors plays in our community."

This development agreement application excludes the south side of Warm Springs Creek (~59 acres). This will give the Ketchum community and the applicant additional time to consider and balance Ketchum's need for housing and its need for recreation before developing a plan for the remainder of the property.

Chapter 3: Housing:

Goal H-3: Ketchum will have a mix of housing types and styles.

As noted above, small lot, single-family homes in Ketchum are in short-supply. To the applicant's knowledge this is the first subdivision of more than 5 lots proposed in Ketchum in the past several years. The 36 lots proposed for Block 1 will extend and complement the "neighborhood feel" in Warm Springs and add to the quality and quantity of single-family homes in Ketchum.

The City should encourage the private sector, through land-use regulations and incentive programs, to provide a mixture of housing types with varied price ranges and densities that meet a variety of needs.

Chapter 4: Community Design and Neighborhoods:

Goal CD-1: Our community will preserve its small-town character and the distinct image of neighborhoods and districts.

Policy CD-1.3 Compatible Infill and Redevelopment Projects

The approximately 8,000 to 12,000 square foot lots proposed in this application provide a perfect complement to the Warm Springs Creekside Subdivision to the west and the Warm Springs

Infill and redevelopment projects should be contextually appropriate to the neighborhood and development in which they will occur.

Subdivisions #3 and #4 to the north. Contextually, the immediate area around the proposed development includes higher density residential uses developed under PUD agreements or prior to the current established zoning (The Fields, Limelight Condos, etc.) and larger sized (15,000 square foot +) lots.

Chapter 12: Future Land Use: 3. Infill and Redevelopment to Accommodate Growth

The proposed application represents a model infill development application. It ticks all the boxes for “one of the mainstays of the Plan” articulated in the block to the right. Warm Springs road is designated by the City of Ketchum as a collector road. It is along the Mountain Rides Blue Route and Bronze Route and will include the addition of a bus shelter provided by the applicant.

Warm Springs road also has the “bike path” along its length which provides cycling and walking access to the larger Wood River Trail system, the Warm Springs Base Area and downtown Ketchum.

“One of the mainstays of the Plan is the overall concept of adding residential density within strategic locations near major transportation corridor, downtown and activity centers. Adding units within areas already “built up” is the most sustainable development pattern, because it lessens the need for costly infrastructure improvements, including utilities and transportation services. It also makes walking, bicycling and transit more practical.”

Finally, the development site has existing water and wastewater, power, cable and telephone infrastructure at the site.

Comprehensive Plan Summary

As the name indicates comprehensive plans are intended to be all-inclusive and broad. Therefore, the citations above are only a sampling of how this application not only complies with the goals and policies of the Comprehensive Plan but supports those goals and policies as well. In addition, we have not identified any goals or policies in the Comprehensive Plan that this application conflicts with.

A traffic analysis that includes roadways, proposed roadways, ingress and egress from said roadways, parking, pedestrian circulation and impacts to non-motorized and transit facilities.

The Current Development Agreement and existing entitlements for the Warm Springs Ranch Resort PUD are supported by a comprehensive Traffic Impact Study (TIS). As we noted in the introduction to this supplemental document, we seek to terminate the Current Development Agreement and replace it with the proposed development agreement in this application. The new development agreement, if approved, represents a significant down-zone and a substantial decrease in the intensity and frequency of use from the current entitlement. It is reasonable to conclude that these lower density, less intensive uses will be supported by the existing infrastructure.

The development site will be accessed via Warm Springs and Bald Mountain Roads. The Warm Springs Ranch, Block 1 preliminary plat, submitted in concurrence with this application includes a substantial realignment and improvement to the existing Bald Mountain Road, which is substandard in several ways. The proposed development agreement includes provisions for public access to the south side of Warm Springs Creek and for a bus stop and shelter on the west side of Warm Springs Road.

Finally, we include the following excerpt from the Impact Statement for the preliminary plat application submitted concurrently with this application to further support these conclusions.

Roads and traffic

The development will be accessed via a combination of public and private roads. The existing Bald Mountain Road will be realigned and dedicated to the City of Ketchum. The existing Bald Mountain Road does not meet several current road standards, including grade and intersection approach angles and radii. The realignment of this road will add safety and make maintenance easier than the current configuration.

The lots that are not accessed from Bald Mountain Road will be accessed from a private road. This private road will be constructed to city standards for private roads and will be maintained by the Homeowners' Association.

The improvements to Bald Mountain Road, coupled with the addition of a privately maintained road, will result in no net impact on the City regarding road maintenance.

The development's local roads will be accessed via Warm Springs Road, a designated collector road.

Table 4 - Trip Generation Table¹

			Peak Hour Rate					
			AM (7-9)			PM (4-6)		
	Density	Daily Rate	Total	In	Out	Total	In	Out
(210) Single-family	1	10	0.75	25%	75%	1.01	63%	37%
WSR - 50% Build-out	18	180	14	3	11	18	11	7
WSR - 100% Build-out	36	360	27	7	20	36	23	13

The values in Table 5 above represent the raw values from the International Transportation Engineer's Design Standards Manual without any modifications. The Manual allows for reductions in trips for pass-by traffic, shared trips, transportation mode splits and other reductions. Additionally, the trips generated from a development typically get distributed among different access points in the surrounding road network. Table 5 does not take any of these factors into account. Therefore, we characterize the trip generation values in the table as very conservative.

When interpreting Table 5, the Daily Rate is the total number of trips expected in a 24 hour period. However, it is more useful to look at the peak hours to get an estimate of traffic impacts at critical times during the day. The AM Peak Hour is expected between 7:00 - 9:00 AM. At full build-out the AM Peak Hour is expected to generate 27 trips within the peak hour. Twenty (20) of those trips will be outbound from the development. This equates to one outbound trip from the development every 3 minutes. Likewise, the PM Peak Hour is expected to generate thirty-six (36) trips within one (1) hour. Twenty-three (23) of those trips will be inbound trips or one inbound trip every 2 minutes and 36 seconds. The current and proposed road designs and layouts will accommodate these projected traffic loads.

For Zone Changes: Signed and notarized statement by the applicant indicating that failure to comply with all commitments in the approved zoning development agreement shall be deemed consent to revert the zoning of the property to the pre-existing zone.

See attached document

Phasing plan and proposed phasing schedule.

Concurrent with this application we also submitted a plat amendment application. This plat amendment application will, if approved, replace the Warm Springs Ranch Resort PUD, Large Block Plat, Blocks 1-8 with the Warm Springs Ranch, Large Block Plat, Blocks 1-8. The subdivision of Warm Springs

¹ ITE Trip Generation, 10th Edition

Ranch, Block 1, also submitted concurrently with this application, represents Phase 1 and includes 36 residential lots. The proposed development agreement includes a provision to rezone Block 1 from the Tourist (T) zoning district to the General Residential - Low Density (GR-L) zoning district. Upon approval, Phase 1 will commence with a schedule that is in accordance with the Ketchum Subdivision ordinance, Title 16.

Blocks 2-8 of the Warm Springs Ranch Large Block Plat represents future phases of development. Blocks 2-8 will not be further developed without an amendment to the proposed development agreement or a new development agreement if/when further development is proposed.

Written response to §17.154.040: STANDARDS

A. Applicability: The standards identified in this section shall apply to all annexations and rezones involving zoning development agreements, unless otherwise waived by the administrator, commission or council.

This standard is applicable to this application.

B. Comprehensive Plan Compliance: The proposal is in conformance with and promotes the purposes and goals of the comprehensive plan, this title and other applicable ordinances of the city, and not in conflict with the public interest.

Our analysis of support for and compliance with the Ketchum Comprehensive Plan is included in the [Comprehensive Plan Section](#) above. In addition, the preliminary plat submitted in concurrence with this application demonstrates compliance with the Zoning and Subdivision Ordinances in Ketchum. Finally, there is no evidence in the record, this application conflicts with the public interest.

1. There will be no significant adverse effect(s) resulting from the proposed zone change and use(s) authorized upon the public health, safety and general welfare of the neighborhood or the community as a whole.

The proposed zone change in this application represents a significant down zone (Tourist to General Residential - Low density) with relation to density and more restrictive uses in the GR-L zone. The effects of this proposed zone change will have no significant adverse impacts on public health, safety or welfare.

2. Includes community or employee housing, as defined in section [16.08.030](#) of this code, for rezones requesting a higher density zone. Payment in lieu may be accepted for fractions of units as determined by the council.

This is not applicable as the proposed change is to a lower density zoning district.

C. Compliance With City Codes:

1. All design review standards in [chapter 17.96](#) of this code shall be carefully analyzed and considered for all proposals. This includes detailed analysis of building bulk, undulation and other design elements. The site plan should be sensitive to the architecture and scale of the surrounding neighborhood.

This is not applicable as no design review is proposed.

2. A project encompassing three (3) or more acres or otherwise meeting the requirements under subsection [16.08.080A](#) of this code is required to submit a planned unit development conditional use permit pursuant to [chapter 16.08](#) of this code.

This is not applicable as no PUD is proposed or required.

3. The project shall be in conformance with this title; title 16, "Subdivision Regulations", of this code; title 12, "Streets, Sidewalks, Public Utility Easements And Public Places", of this code, and all other applicable city ordinances and regulations

The preliminary plat application submitted concurrently with this application will be reviewed under the requirements in Title 16, Title 12 and the other applicable ordinances. This process will ensure compliance with this standard.



City of Ketchum
Planning & Building

OFFICIAL USE ONLY

Application Number:

Date Received:

By:

Fee Paid:

Approved Date:

By:

Subdivision Application

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: Warm Springs Ranch Subdivision			
Owner of Record: Brennan Holdings No 300 LLC			
Address of Owner: PO Box 1991, Sun Valley, ID 83353			
Representative of Owner: Benchmark Associates, PA			
Legal Description: Warm Springs Ranch Resort PUD, Block 1			
Street Address: 1803 Warm Springs Road			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: thirty-six (36)			
Total Land Area: 13.72 acres			
Current Zoning District: Tourist (T)			
Proposed Zoning District: Tourist (T)			
Overlay District: Floodplain, Avalanche			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input checked="" type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: Warm Springs Ranch Resort PUD, Block 2; 39.25 acres			
Easements to be dedicated on the final plat: as depicted and noted on preliminary plat			
Briefly describe the improvements to be installed prior to final plat approval: roads, water, wastewater, private utilities			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format.			

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

Applicant Signature

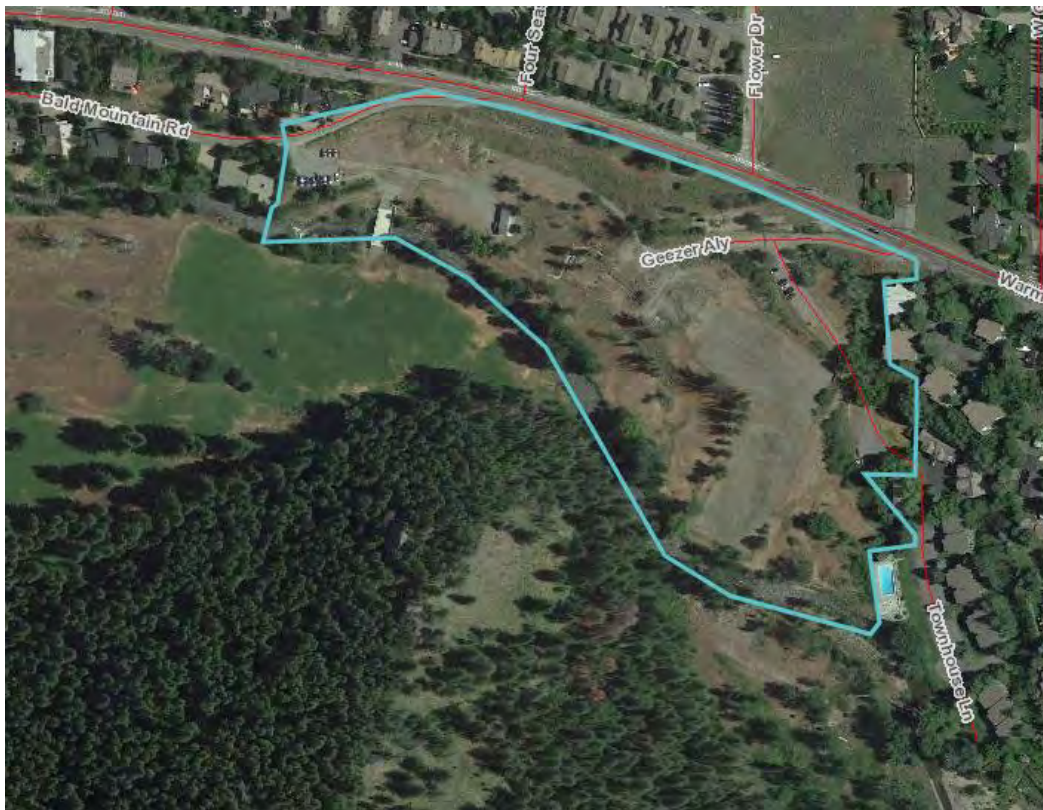
Date

WARM SPRINGS RANCH

ENGINEERING STANDARDS ANALYSIS

SUBMITTED FOR: Brennan Holdings, LLC

SUBMITTED BY: Benchmark Associates, P.A.
Project Engineer



SEPTEMBER 2020
DECEMBER 2020 - UPDATED
JANUARY 2021 - UPDATED

Introduction

The Warm Springs Ranch Subdivision includes topography and other existing conditions that present both design challenges and opportunities. This report provides a summary of the improvements to the substandard existing road conditions. It also includes a summary of design standards that are not met and the reasons why they cannot be met.

Existing Conditions

The development site contains areas of significant grade and elevation changes. The lowest point in the southeast part of Block 1 is approximately forty feet (~40') below the highest elevation along Warm Springs Road in the northwest part of Block 1. The site includes two intersections with Warm Springs Road (Bald Mountain Road and Geezer Aly) that do not meet current street standards for grades, curve radii, sight distance, intersection angles, intersection approach grades and distance between intersections. These substandard roads and intersections will be realigned resulting in a safer, single intersection with Warm Springs Road. Figure 1 below is an illustration of the existing roads with 2' contours.

Figure 1: Existing Road Alignments and Grades



Table 1 below summarizes the key street design criteria in Ketchum's subdivision ordinance and Ketchum's Street Design, Construction and Repair ordinance, Titles 16 and 12 respectively. It provides a comparison of the existing conditions to the proposed conditions after the improvements are completed.

Table 1: Intersection Criteria Summary

	Distance to nearest intersection	Intersection Angle (approx.)	Approach length & grade (approx.)	Pavement width (GIS)	Sight distance (approx.)
Existing Roads					
Bald Mt. Road/WSR (existing)	56'	<20°	40' @ 7.5%	24'	<200'
Geezer Aly/WSR (existing)	310'	<35°	40' @ 5.0%	18'	<200'
Improved Roads					
New Bald Mt. Road/WSR	450'	90°	>75' @ 2.0%	26'	>200'
Mountain Creek Drive/New Bald Mt. Road (upper)	390'	90°	40' @ 2.0%	26'	TBD
Mountain Creek Drive/New Bald Mt. Road (lower)	240'	90°	40' @ 2.0%	26'	TBD

The existing sight distances are difficult to estimate due to the extremely sharp intersection angles both roads make with Warm Springs Road. These angles present significant intrusion into site lines particularly for drivers with limited ability to turn their heads to look over their shoulders. The approach lengths and grades are measured from the centerline of Warm Springs Road and offer a liberal assessment of the length available for a vehicle to stop on a relatively flat surface before merging onto Warm Springs Road. In reality, Geezer Aly offers about one car length of relatively flat surface while Bald Mt. Road has less than one car length.

New Road and Road Realignment Design Objectives

The engineering design for the site reflects two primary objectives:

1. Improve the safety over the existing conditions, and
2. Meet the City of Ketchum design standards

Improving the safety

The realigned road network eliminates the existing Bald Mt. Road/Warm Springs Road intersection and the Geyser Ally (Townhouse Lane)/Warm Springs Road intersection and creates a single intersection with Warm Springs Road that is aligned at 90° and is also aligned with Flower Drive on the north side of Warm Springs Road. This improvement creates an engineered 4-way intersection and eliminates the existing substandard distances to the nearest intersection and the two substandard intersection angles.

This realignment creates sight distances in excess of 200' at the Bald Mt. Road/Warm Springs Road intersection. Less obvious in plan view is the creation of an approach in excess of 75' at a grade of 2.0%. This will allow multiple vehicles to stop and queue (if necessary) on a flat surface before entering onto Warm Springs Road. The intersection will be stop controlled at Bald Mountain Road & Flower Drive (Warm Springs Road traffic will not be stopped).

The improvements noted in the paragraphs above are realized by connecting the new Mountain Creek Drive (private) and Townhouse Lane (private) to the realigned Bald Mt. Road. These intersections will be stop controlled on the private streets - traffic on Mountain Creek Drive will not be stopped.

Design Standards

In order to achieve the safety objectives detailed above, the engineering design deviates from certain city standards. The impacts of these deviations are minimized by putting them in the areas with the least traffic volumes (i.e. Bald Mt. Road/Mountain Creek Drive intersections vs. Bald Mt. Road/Warm Springs Road intersection). All of the City of Ketchum street design standards in Titles 12 and 16 are met with the following five (5) exceptions:

1. Design Speed (12.04.030.B.6) - the minimum design speed for Ketchum public streets is 35 mph, unless otherwise specified by the city. We are asking the city to endorse a Bald Mt. Road design speed of 25 mph and a Mountain Creek Drive design speed of 20 mph. We believe these are appropriate design speeds for local residential and private streets.
2. Street Grades (16.04.040.H.5; 12.04.030.C.1) - there are two locations that exceed seven percent (7%) grade. One is an approximate 150' section of Mountain Creek Drive (private, 10.0%). The other is an approximate 200' section of Bald Mt. Road (public 7.6%). These grades are the result of two things. First is the natural grade. This is also the main cause of the current substandard roads in the development area. Second, is that by providing the 'flat approaches' and improving safety at the intersection, this segment of road gets steeper. We believe the safety gained at the intersection is greater than any safety surrendered by the street grade at 7.6%. Appropriate speed limits will be posted. Fire access is provided via Bald Mt. Road.

3. Connecting Curves (16.04.040.H.10) - Mountain Creek Drive includes two centerline curves with radii less than 125' (117' and 83'). We believe these radii are appropriate for private residential streets and the design speeds noted above. Appropriate speed limits will be posted.
4. Intersection 'flat section' (12.04.030.D.3) - As noted in the previous section the topography does not allow the existing roads to meet this standard. Our design improves upon the existing condition but does not meet the 75' standard in three locations; Bald Mt. Road/Mountain Creek Drive (upper and lower) and Mountain Creek Drive/Townhouse Lane. As we noted above, our design intentionally meets this standard for the more busy intersection (Bald Mt. Road/Warm Springs Road) at the expense of these intersections. The flat section in our design is 40' and will provide a flat area for at least one car length. We have mitigated the need for longer flat sections by spreading the shorter flat sections among three intersections that see less traffic than the main intersection with the collector street (Warm Springs Road). This main intersection meets the 75' at 2% standard.
5. Cuts, Fills Grading (16.04.040.N6) - in support of the safety improvements above, our design includes areas where fill slopes will be a maximum of 2:1 horizontal to vertical. The primary areas for these fill slopes are at the Bald Mt. Road and Townhouse Lane intersection and on the southern portion of Smelter Circle. These fill slopes will be constructed to the recommendations of, and under the supervision of the project geotechnical engineer.

Summary

This project site presents topographical challenges not typical in most areas of the city. Portions of the roadway infrastructure on the proposed development site and in the adjacent neighborhoods are substandard due to the unique characteristics of the property. Our engineering design objectives result in a much safer layout and design than what the existing conditions provide. We were able to meet all of the city design standards except as noted in this report. We request the city review the standards, review and evaluate the improvements proposed in the engineering plans and balance those improvements with the deviations required to make those improvements a reality and approve the waivers as requested.

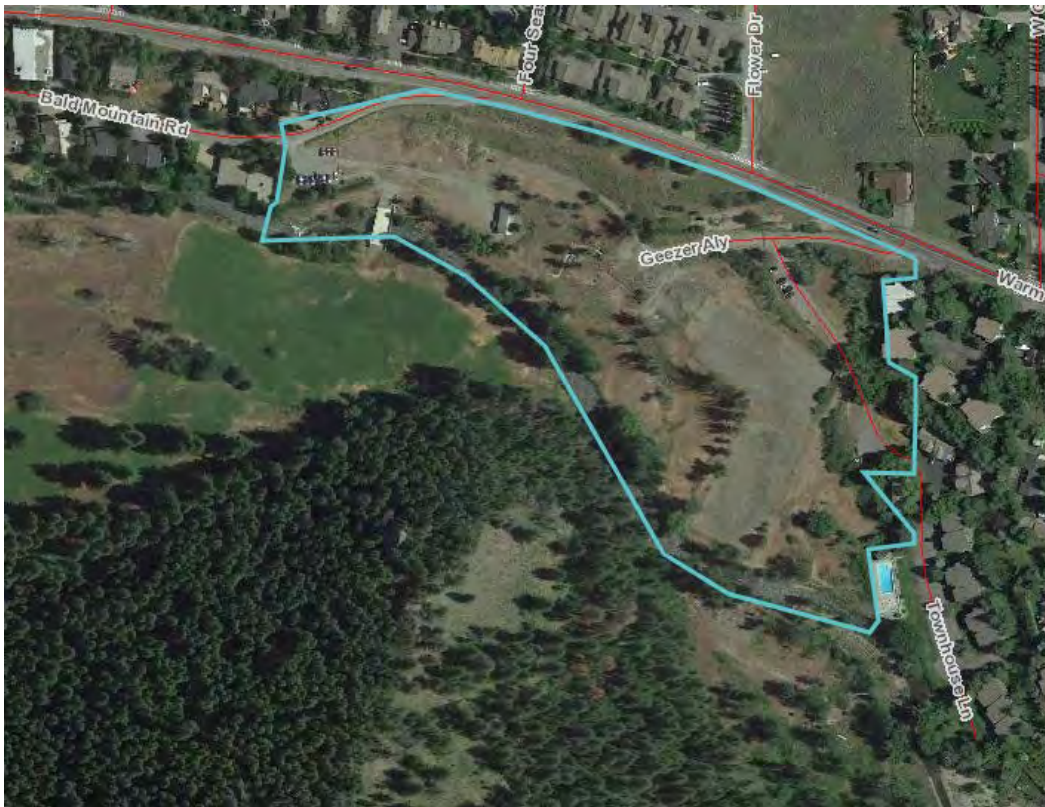
The applicant team submits to the city that the approval of the infrastructure improvements associated with this preliminary plat application will result in a safer access to, and through, the development site. The waivers requested from the city standards in this report are necessary to accomplish these safety improvements. The natural and human made conditions on the site that make these waivers necessary are not the result of any actions taken by the applicant. Finally, we submit to the city that these improvements will result in safer conditions than those that currently exist and therefore will contribute to, and not be detrimental to, the public health, safety and welfare of Ketchum's residents, visitors and the property owners in the immediate area.

WARM SPRINGS RANCH

IMPACT STATEMENT

SUBMITTED FOR: Brennan Holdings, LLC

SUBMITTED BY: Benchmark Associates, P.A.
Project Engineer



SEPTEMBER 2020
DECEMBER 2020 (UPDATED)

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Introduction

The City of Ketchum subdivision ordinance §16.04.110 requires an impact statement when the subdivider proposes a subdivision of more than ten (10) lots or condominium units, or a planned unit development. This impact statement will discuss the potential effects of the proposed development upon the city in terms of impact upon economics, public facilities and the environment as set forth in §16.04.110.

The proposed development area (Block 1 of the Warm Springs Ranch PUD) lies north of Warm Springs Creek and south of Warm Springs Road and has been within Ketchum city limits prior to the annexation of the land south of Warm Springs Creek. The proposed development area has experienced varying levels of development and the city has provided public services to the area in the past.

Because the subject area has been part of the City for many years, planning for the development of this area has factored into the City's long-term planning for public services and infrastructure. The proposed development area is zoned Tourist (T) and could be developed at a much greater density than what is proposed in this application. Accordingly, the following Impact Statement does not identify any substantial negative impacts related to public services or public facilities.

Project Overview

Legal Description:	Warm Springs Ranch Resort PUD, Block 1
Property Address:	1803 Warm Springs Road
Area:	13.72 acres
Zoning:	T - Tourist
Overlay Districts:	Floodplain, Avalanche
Single-family lots:	13 @ 12,000 sq.ft + 23 @ 8,000 - 11,999 sq.ft.
Total units:	36

Sewer facilities

There is an existing 10" sanitary sewer line passing through the development site. Portions of this sewer line will be abandoned and new 10" sewer lines will be installed to accommodate the proposed subdivision. The new sewer lines will connect to the city's existing 10" sewer line at the southeast end of Block 1.

The expected daily flow rate for this development is 300 gallons per day (GPD) per unit.¹ With thirty-six (36) units proposed, this equates to an estimated 10,800 GPD, 27,000 peak day and 43,200 peak hourly GPD at full build-out.

¹ IDAPA 58.01.03 Table 08 - Wastewater Flows from Various Establishments in GPD. Assumes all homes are 4 bedroom homes.

Table 1 - Wastewater Demand Table

Unit Type	Number	Average Daily Demand (GPD)	Peak Day Demand (GPD)	Peak Hourly Demand (GPD)
Single-family	36	300	750	1,200
Duplex	0	0	0	0
Totals	36	10,800	27,000	43,200

Domestic water facilities

There is an existing water line passing through the development site. Portions of this water line will be abandoned and new domestic water lines will be installed to accommodate the proposed subdivision.

The design capacity for the development is 800 GPD per residence.² With thirty-six (36) units proposed, this equates to 28,800 GPD demand at full build-out.

Table 2 - Domestic Water Demand Table

Unit Type	Number	Design Capacity (GPD)	Demand at Build-out (GPD)
Single-family	36	800	28,800

Fire protection, including fire protection water supply

The development is designed with fire hydrants spaced at intervals required by the Ketchum Fire Department. Fire protection will include the installation of sprinkler systems if required by code. In a pre-application meeting with Assistant Fire Chief Tom Ancona, he indicated a reliable and robust water supply in the area and estimated fire flows to be in the 2,500 GPM range when the hydrants are installed and tested.

There are two accesses to the subdivision. Only one access is required and both accesses meet the requirements for fire access roads with the exception of a short section of Townhouse Lane that exceeds 7% grade. Tom Ancona did not identify this as an issue because the alternative access is less than 7% and meets the fire code. The streets are designed to include a minimum 26' travel lane in all sections. The public Bald Mountain Road will include 26 feet of asphalt with 8' gravel shoulders. The private roads will include 22 feet of asphalt with 2' gravel shoulders compacted to meet fire apparatus load standards.

² IDAPA 58.01.08- Idaho Rules for Public Drinking Water Systems, 552.01.a.

Police protection

The addition of thirty-six (36) lots / single-family homes will have a deminimis impact on the city's ability to provide police protection. Ketchum had 4.22 sworn and civilian officers per 1,000 residents in 2019.³ Using the average household size of 1.9 residents per household and multiplying it over the 36 proposed lots results in an expected population of 68 residents in this development. Extrapolating the current ratio of officers to residents to keep the same level, the projected population of this subdivision creates the need for 0.27 additional officers.

Utilities

The utilities provided by the City of Ketchum are addressed in the [Sewer Facilities](#) and the [Domestic Water Facilities](#) section of this document. Natural gas, electricity, telephone, cable TV and internet services will be provided by Intermountain Gas, Idaho Power, Century Link and Cox Communications respectively. The utility plans submitted with this application provide for a joint trench in which the infrastructure necessary to provide these services will be placed. We have included will-serve letters (or they are pending) from each provider with our application.

Schools

This development is within the Blaine County School District. In addition, primary education-aged students also will have multiple private school choices including the Sun Valley Community School, Pioneer Montessori School, The Sage School, Trinity School and Syringa Mountain School.

Table 3 - Ketchum Demographics, School-aged Children⁴

	Average Family Size	Total Occupied Housing Units	Households with Children 6-17 years old	Percent Households with school-aged children
Current demographics	2.8	1,213	189	15.6%
WSR Subdivision	2.8	36	5.4	15%

The development is projected, at full build-out, to add six (6) school-aged children to Ketchum's population.

³ Idaho State Police, Crime in Idaho 2019

⁴ American Community Survey, 2018, Table S1101

Roads and traffic

The development will be accessed via a combination of public and private roads. The existing Bald Mountain Road will be realigned and dedicated to the City of Ketchum. The existing Bald Mountain Road does not meet several current road standards, including grade and intersection approach angles and radii. The realignment of this road will add safety and make maintenance easier than the current configuration.

The lots that are not accessed from Bald Mountain Road will be accessed from a private road. This private road will be constructed to city standards for private roads and will be maintained by the Homeowners' Association.

The improvements to Bald Mountain Road, coupled with the addition of a privately maintained road, will result in no net impact on the City regarding road maintenance.

The development's local roads will be accessed via Warm Springs Road, a designated collector road.

Table 4 - Trip Generation Table⁵

			Peak Hour Rate					
			AM (7-9)			PM (4-6)		
	Density	Daily Rate	Total	In	Out	Total	In	Out
(210) Single-family	1	10	0.75	25%	75%	1.01	63%	37%
WSR - 50% Build-out	18	180	14	3	11	18	11	7
WSR - 100% Build-out	36	360	27	7	20	36	23	13

The values in Table 5 above represent the raw values from the International Transportation Engineer's Design Standards Manual without any modifications. The Manual allows for reductions in trips for pass-by traffic, shared trips, transportation mode splits and other reductions. Additionally, the trips generated from a development typically get distributed among different access points in the surrounding road network. Table 5 does not take any of these factors into account. Therefore, we characterize the trip generation values in the table as very conservative.

When interpreting Table 5, the Daily Rate is the total number of trips expected in a 24 hour period. However, it is more useful to look at the peak hours to get an estimate of traffic impacts at critical times during the day. The AM Peak Hour is expected between 7:00 - 9:00 AM. At full build-out the AM Peak Hour is expected to generate 27 trips within the peak hour. Twenty (20) of those trips will be outbound from the development. This equates to one outbound trip from the development every 3

⁵ ITE Trip Generation, 10th Edition

minutes. Likewise, the PM Peak Hour is expected to generate thirty-six (36) trips within one (1) hour. Twenty-three (23) of those trips will be inbound trips or one inbound trip every 2 minutes and 36 seconds. The current and proposed road designs and layouts will accommodate the projected traffic loads.

Other public facilities

Impacts from the proposed subdivision on other public facilities are not anticipated. No additional off-site improvements are proposed.

Noise, water and air pollution

No permanent impact to noise, water or air pollution are expected. The potential for impact on these aspects of Ketchum's quality of life may be present during construction and the installation of infrastructure. A construction management plan, approved by the City, will be in place to protect noise levels, water and air quality. In addition to a construction management plan approved by the City, a Storm Water Pollution Prevention Plan (SWPPP) will be filed with the US EPA prior to the beginning of any construction activity of one or more acres.

Environmental impact, including impact upon vegetation, wildlife, and wildlife habitat, ground and surface water, and soil erosion

The development area (Warm Springs Ranch Resort PUD, Block 1) consists of 13.72 acres and is a portion of a larger 78.41 acre property. Block 1 has been previously developed and holds relatively low environmental value in comparison to the remaining 64.69 acres. Warm Springs Creek passes through portions of Block 1. The creek has been channelized by previous owners, but it does retain some vegetation along its banks and provides habitat for aquatic species. These environmental assets will not be disturbed.

The proposed subdivision maintains a twenty-five foot (25') setback and scenic easement and a ten foot (10') fish and nature study easement from Warm Springs Creek as required by in the city subdivision code to protect these environmental assets.

Impacts to water sources (ground and surface) and soil erosion will be managed and minimized through a drainage system including dry wells, borrow ditches and drainage swales.

Public transportation

The development area is served by the Mountain Rides Transportation Authority (Mt. Rides). Mt. Rides provides service along Warm Springs Road with stops eastbound at (the current) Townhouse Lane and west bound at West Canyon Run Blvd. The Blue Route provides connections to the Warm Springs Base area, downtown Ketchum, the Sun Valley Resort and Elkhorn Village and operates year-round with varying schedules depending on the time of year. Mt. Rides bolsters its service in the winter

season with the addition of the Bronze Route with a direct connection between the Warm Springs Base area and the Sun Valley Resort.

Public easements, created or threatened, and recreational availability

The proposed subdivision contains numerous existing easements. These easements will be maintained or relocated as detailed below. New easements will be created along new road alignments and in other areas to accommodate public utilities. The notes referenced below are the notes on the recorded Warm Springs Ranch Resort PUD Large Block Plat.

- Bald Mountain Road, Note 5 - this road and note will remain and be updated to reflect the name of the current owner. Bald Mountain Road will be dedicated to the City of Ketchum upon the completion of the improvements.
- Private Road #1, note 6 - this road and note will be relocated and amended to accommodate the new development plan.
- Townhouse Lane, notes 7 & 8 - this road and note will be relocated and amended to accommodate the new development plan.
- Warm Springs Creek Easements, notes 11 & 12 - these easements and notes will remain unchanged.
- Warm Springs Road - the 5' public utility easement will remain unchanged.
- Parking & Trash Receptacle Easement, note 14 - this easement and note will remain unchanged.
- Access to the south side of Warm Springs Creek - a new public access easement is granted across the existing bridge to the south side of Warm Springs Creek as shown on the preliminary plat.

Avalanche hazard and flood hazard

The subject parcel contains areas of flood and avalanche hazards as depicted and noted on the preliminary plat. The impacts of these hazard areas are not any greater or less than in other parts of the city where they exist.

Building envelopes are shown on lots impacted by avalanche and/or floodplain as required in Title 16: Subdivision Regulations in order to mitigate their impacts. Additionally, any development within the floodplain will meet the applicable standards in Chapter 17.88: Floodplain Management Overlay District.

Drainage

Drainage will be managed and contained within the subdivision through a system of drainage swales, catch basins and drywells. Details of the drainage system are included in the application. Because all of the drainage will be contained onsite, there will be no impacts to the City, the surrounding properties or the environment.

Grading of slopes

The development site contains areas of significant grade and elevation changes. The lowest point in the southeast part of Block 1 is approximately forty feet (~40') below the highest elevation along Warm Springs Road in the northwest part of Block 1. The grade and elevations changes present both opportunities and challenges. The home sites with the steepest grades will take advantage of those grades by using 'daylight basement-like' construction; much like we see currently along Warm Springs Road.

The topography in this area has also contributed to two intersections that do not meet current street standards for grades and angle of intersection; Bald Mountain Road and Geezer Alley. These substandard intersections will be realigned and result in a safer, single intersection with Warm Springs Road. The road realignments will require the use of retaining walls in limited locations as shown on the grading and drainage plan.

Adjacent properties and the neighborhoods

All subdivisions will have impacts, real and perceived, on adjacent properties and neighborhoods. The subject property has been part of the City of Ketchum with Tourist (T) and General Residential (GR) zoning for many years. The development proposed is substantially less dense and the proposed uses (residential) are much less impactful than what is currently entitled in the Development Agreement for the property (hotel, resort, commercial & residential). In addition, the thirty-six (36) single-family lots proposed in this subdivision is substantially less dense than what is allowed by the current Tourist (T) zoning.

The owners of subject property have allowed permissive use of the private property to the general public. The addition of homes to this area, which has been vacant for many years, will result in new owners and access to the private property will no longer be available to the public at large. The neighbors that access their homes via the Townhouse Lane Easement will be impacted in that it will now be shared with other users. However, the access will be improved, realigned and create safer entrance from Warm Springs Road at no cost to the current users of this easement.

Snow removal areas and services

Bald Mountain Road will be dedicated (via a 60' ROW) and will continue to be maintained by the City. This is not an additional impact to the city, as it is already maintained as a city street. The improved grading and the 60' ROW will allow for adequate snow removal and storage.

All other roads within the development will be private and be maintained by a homeowners' association as described in the draft CC&R's submitted with this application. Thus, there is no increased impact on city snow removal services.

Designating and defining impact upon areas of historical significance

In February 2008, Will Miller Consulting, Rob Hazlewood and Kris Thoreson prepared an Environmental Report for the subject property and the lands to the southwest and southeast of the subject property. One of the many goals and objectives of this report was to “Determine the presence of historically significant structures and sites.” Following are excerpts from that report.

1.3.3 Historic Land Use and Ownership

Two employees of the historic Philadelphia Smelter that was located outside of Ketchum first filed public land claims on portions of the property during the 1880s and established two separate cattle ranches that operated until the 1940s. In 1925, the State of Idaho established the Warm Springs Game Preserve in the area between Bald Mountain and the two ranches. The preserve helped protect the local elk and deer population and reduced damage to livestock feed caused by the wintering herds. The preserve remained there through the mid-1940s. Idaho Fish and Game officials continued to feed deer and elk near Warm Springs Creek until the 1950s. Owen Simpson, owner of Ketchum’s Sawtooth Club, was one of the investors who purchased the two ranches in 1947. The combined property was named Warm Springs Ranch. In a few years, Simpson bought out the other investors and became the sole owner. He built the Warm Springs Inn restaurant in 1951-52 and constructed a small rodeo arena that operated for only a few years. Simpson also developed fish ponds, a golf course, and tennis courts on the site. After Owen retired in the 1960s, his son Jack and wife Mary managed the restaurant and golf course. The restaurant became a favorite hangout for Earnest Hemingway, the Kennedy family and several movie stars who vacationed at Sun Valley. The Simpson family sold the Warm Springs Ranch property in 2003.

6.6 Cultural Resources

A cultural resources survey of the Warm Springs Ranch property was completed during the summer of 2004 and updated in 2007. The objectives of the survey were to document any prehistoric and historic cultural material on the site through the review of archival sources and on-site surface examination in accordance with 36 CFR 800. Nine cultural resources on Warm Springs Ranch were recorded during the survey. Though most of the buildings and structures on the property are less than 50 years old, they were still recorded as individual properties for the purposes of the survey. Of the nine cultural resources recorded during the survey, none are eligible for the National Register of Historic Places as they do not meet the criteria for eligibility.

Effects upon agriculture

There are no agricultural resources currently on or near the site and no impacts on agriculture are expected to result from the subdivision of this property.

Economic Benefits

The Impact Statement section of the City’s Subdivision Ordinance does not require an analysis of the beneficial financial impacts to the City. However, we are including a brief economic impact analysis

to demonstrate that the proposed subdivision will provide substantial revenues to the City and will not negatively impact Ketchum taxpayers.

The approval of this development will include certain measurable economic benefits to the City, which will offset the impacts noted throughout this Impact Statement. These economic benefits include, but are not limited to, Local Option Taxes (LOT), property taxes, impact/permit fee revenues and enterprise fund user fees.

Current Analysis

The proposed development parcel currently provides a single-source of revenue to the city. Based on the Blaine County Assessed value and the City of Ketchum property tax mil rate, Ketchum receives approximately **\$5,500 per year** in property tax revenue. Over 15 years this represents **\$82,500** in total revenue to the City.

Analysis After Subdivision (no homes built)

Upon recording of the final plat, the subject area will be reassessed based on its new assessed value. The table below reflects the average characteristics of similar subdivisions in the immediate vicinity.

Table 5 - Comparable Lot Characteristics⁶

Comparable Lot Characteristics	
Average Lot Size (square feet)	11,631
Average Assessed Land Value	\$735,882
Average Assessed Residential Value	\$587,108
Homeowner exemptions	41%
Average taxable Value (with HO exemptions)	\$1,291,911
Average annual revenue after subdivision (36 lots) ⁷	\$37,352

Even with no homes built Ketchum's annual revenue increases from \$5,550 per year to **\$37,352 per year**, and from \$82,500 to **\$560,280** over the next 15 years.

As the development builds out, the City of Ketchum will realize additional revenue streams in the form of property taxes from increased value, building permit applications, development impact fees, enterprise fund user fees, permitting fees and increased retail spending from locals and visitors. We estimate these revenues to be in excess of **\$2.2 million** to the City of Ketchum over the next 15 years as shown in Table 6 below.

⁶Source: Blaine County Assessor, Benchmark Associates
Warm Springs Creekside, Warm Springs #4 and Warm Springs #5 Subs, 39 lots total

⁷ Current Ketchum mil rate times 36 lots

Table 6 - Projected City of Ketchum Revenues - 15 year build-out

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Homes added		6	8	5	4	3	2	2	2	2	2					36
Est. full time res		2.46	5.74	7.79	9.43	10.66	11.48	12.3	13.12	13.94	14.76	14.76	14.76	14.76	14.76	14.76
Est. STR		3.54	8.26	11.21	13.57	15.34	16.52	17.7	18.88	20.06	21.24	21.24	21.24	21.24	21.24	
Property Tax (above current revenue)	\$0	\$36,556	\$42,828	\$46,747	\$49,883	\$52,235	\$53,803	\$55,371	\$56,939	\$58,507	\$60,075	\$60,075	\$60,075	\$60,075	\$60,075	\$753,244
Local Option Taxes (LOT)																
Building Materials	\$0	\$35,226	\$46,969	\$29,355	\$23,484	\$17,613	\$11,742	\$11,742	\$11,742	\$11,742	\$11,742	\$0	\$0	\$0	\$0	\$211,359
Lodging Tax	\$0	\$1,912	\$4,460	\$6,053	\$7,328	\$8,284	\$8,921	\$9,558	\$10,195	\$10,832	\$11,470	\$11,470	\$11,470	\$11,470	\$11,470	\$124,891
Liquor Tax	\$0	\$1,363	\$3,181	\$4,317	\$5,226	\$5,908	\$6,362	\$6,817	\$7,271	\$7,726	\$8,180	\$8,180	\$8,180	\$8,180	\$8,180	\$89,072
Retail Tax	\$0	\$2,727	\$6,362	\$8,635	\$10,452	\$11,816	\$12,725	\$13,633	\$14,542	\$15,451	\$16,360	\$16,360	\$16,360	\$16,360	\$16,360	\$178,143
Enterprise Funds																
Water Impact Fees	\$0	\$25,296	\$33,728	\$21,080	\$16,864	\$12,648	\$8,432	\$8,432	\$8,432	\$8,432	\$8,432	\$0	\$0	\$0	\$0	\$151,776
Water User Fees	\$0	\$952	\$2,221	\$3,014	\$3,649	\$4,125	\$4,442	\$4,759	\$5,076	\$5,394	\$5,711	\$5,711	\$5,711	\$5,711	\$5,711	\$62,187
Wastewater Impact Fees	\$0	\$17,526	\$23,368	\$14,605	\$11,684	\$8,763	\$5,842	\$5,842	\$5,842	\$5,842	\$5,842	\$0	\$0	\$0	\$0	\$105,156
Wastewater User Fees	\$0	\$2,560	\$5,972	\$8,105	\$9,812	\$11,092	\$11,945	\$12,798	\$13,651	\$14,504	\$15,358	\$15,358	\$15,358	\$15,358	\$15,358	\$167,227
Application & Permitting Fees	\$51,100	\$19,375	\$25,833	\$16,145	\$12,916	\$9,687	\$6,458	\$6,458	\$6,458	\$6,458	\$6,458	\$0	\$0	\$0	\$0	\$116,247
Impact Fees (Fire, Parks, Police, Streets)	\$0	\$46,410	\$61,880	\$38,675	\$30,940	\$23,205	\$15,470	\$15,470	\$15,470	\$15,470	\$15,470	\$0	\$0	\$0	\$0	\$278,460
Totals	\$51,100	\$189,902	\$256,802	\$196,733	\$182,239	\$165,375	\$146,142	\$150,881	\$155,620	\$160,359	\$165,098	\$117,153	\$117,153	\$117,153	\$117,153	\$2,288,862

1. Full-time residents based on homeowner exemptions in Comparable Lot Characteristics analysis. See footnote 6.
2. Building materials cost estimated at 50% of average residential value. See [Table 5](#).
3. Lodging taxed based on non-resident homes rented at \$400/night*45 days/year
4. Liquor and retail tax based on spending \$325/day/guest (158 guest days/year) plus resident spending \$13,000/year (1.9 residents/unit @ 80% capture)
5. Enterprise fund, permitting and other impact fees based on currently published City building permit application fees.

Summary & Conclusion

The proposed subdivision is substantially less dense with far fewer impacts than the currently entitled development. It is less dense than what the current Tourist (T) zone allows and is designed to be complementary to and compatible with other single-family and multi-family subdivisions in the neighborhood. The Warm Springs Ranch Subdivision will add to Ketchum's character, residential housing stock and will have a positive economic impact for both the City and its businesses.

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WARM SPRINGS RANCH SUBDIVISION**

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**DECLARATION ESTABLISHING COVENANTS
CONDITIONS AND RESTRICTIONS FOR WARM SPRINGS RANCH SUBDIVISION**

This Declaration is made this _____ day of _____, _____, by BRENNAN HOLDINGS NO. 300, LLC, an Idaho limited liability company, (hereafter referred to as "**Declarant**"), with reference to the following facts:

RECITALS

- A. The Declarant is the owner of all that real property described in Section 1.08; 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 Ketchum, Idaho and the statutes of the State of Idaho; and
- C. The subdivision plat map was filed in the office of the Recorder of the County of Blaine, State of Idaho as Instrument Number _____.

NOW THEREFORE, it is hereby declared that the Lots shown on the said subdivision plat map are held and shall be conveyed subject to the following covenants, conditions and restrictions:

ARTICLE I - DEFINITIONS

1.01 "*Association*" shall mean the Warm Springs Ranch Homeowner's Association, a nonprofit corporation organized under the laws of the State of Idaho and composed of the Owners of the Lots as may be annexed hereto in accordance with the provisions of this Declaration.

1.02 "*Building Envelope*" shall refer to the designated area in each Lot shown on the Subdivision Map.

1.03 "*Common Area*" shall refer to an area, including easements shown on the Subdivision Map herein referred to or shown on a recorded instrument and such additional area as may be annexed hereto in accordance with the provisions of this declaration.

1.04 "*Declarant*" shall mean Brennan Holdings No. 300, LLC, an Idaho limited liability company, and its successors and assigns.

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

1.06 "*Lot*" shall mean the numbered Lots shown on the subdivision plat map, whether improved or unimproved.

1.07 "*Owner*" shall mean and refer to the record owner, whether one or more persons, of the fee simple title of any of the numbered Lots above described and includes contract buyers but excludes those having such interest merely as security for the performance of an obligation.

1.08 "*Property*" shall mean all of the land described in Exhibit A attached hereto and any property which may hereafter be subject to this Declaration by execution and recordation of a supplemental declaration.

1.09 "*Subdivision Map*" or "*Plat*" shall mean the map or plat recorded in the office of the Blaine County, Idaho recorder.

ARTICLE II - USE REGULATIONS AND RESTRICTIONS

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

(b) The ground floor area of any dwelling located on any Lot, exclusive of decks, open porches, carports and garages, shall be not less than _____ () square feet for a one story building and _____ () square feet ground floor and _____ () square feet second floor for a two story building. No building or any portion of a building may be constructed outside the Building Envelope depicted on the subdivision plat map for the Property.

(c) No garage or other attached or detached structure shall be erected in front of any residential units. Any attached or detached structure erected adjacent to or behind any residential building shall comply with the setback requirements of the applicable zoning ordinance of the City of Ketchum, Idaho and those contained in this Declaration.

(d) No more than one single family dwelling shall be erected or maintained on any one Lot together with no more than one detached outbuilding per Lot. One outbuilding per Lot may contain a temporary dwelling for guests. Two or more adjoining Lots, which are under the same ownership, may be combined and developed as one Lot. Setback lines along the common boundary line of the combined parcels may be removed with the written consent of the Committee, if the Committee finds and determines that any improvements to be constructed within these setback lines will not cause unreasonable diminution of the view from other Lots. If setback lines are removed or easements changed along the common boundary lines of combined Lots, the combined Lots shall be deemed one Lot and may not thereafter be split and developed as two Lots but shall be developed as, and remain, a single Lot. All structures must be erected within the designated Building Envelope.

(e) No trailer 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. When the erection of any structure is begun, the work thereon must be prosecuted diligently, and said structure must be completed within eighteen months.

(f) No cesspool, septic tank or other sewage disposal system or device shall be installed, maintained or used upon any Lot without the approval of the Health Department of Blaine County, Idaho and any other public agencies having jurisdiction thereover.

(g) Any improvements (including bridges and culverts) that traverse a drainage channel must be designed so as to minimally restrict the flow of that channel during

high water. Wherever possible, drainage channels are not to be changed or culverted, and they are to be kept as clear and free flowing as possible.

(h) No fences shall be erected in the back yard or side yard of any Lot which exceed six (6) feet in height.

(i) No trailer, boat or camper shall be kept on a Lot except within an enclosed building or screened from public view from outside the Lot.

(j) No sign of any kind shall be displayed to the public view on any Lot except as permitted by the Committee.

(k) Should delivery conditions or regulations dictate that there be free standing newspaper receptacles or mailboxes, the type of box and/or cluster arrangement shall be determined and/or approved by the Committee and rules for maintenance established by the Association.

(l) No Lot 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 incinerators, trash cans, garbage containers or other equipment for temporary storage and disposal of such material shall be kept in a clean and sanitary condition and shall not be exposed to public view.

(m) No fence, wall, hedge or shrub plantings which obstruct sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sightlines.

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

(o) 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 and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(p) No vehicle repairs shall be permitted on any streets or driveways.

(q) No commercial or industrial trucks, trailers or vehicles shall be stored or parked on any Lot or on any of the streets fronting on any Lot except within the garage or in conjunction with residential deliveries.

(r) Domestic pets may be kept on each Lot subject to the limitations of applicable law. No livestock or farm animals or livestock may be kept on any Lot. Dogs when outside must at all times be in an enclosed yard, kennel, leashed, or under the Owner's supervision. Any household pet will be subject to expulsion from the Property upon complaint of three (3) or more Association members, and upon a determination by the Board of Directors of the Association that said animal created a nuisance.

(s) All utilities upon any Lot for the transmission of utilities, telephone service, the reception or audio or visual signals 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.

(t) No activities shall be conducted on any Lot 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. No open fires shall be lighted or permitted on any Lot, except while under the direct supervision, control and surveillance of the Lot owner; provided, however, burning trash, garbage and other refuse is prohibited.

(u) All landscaping within subdivision shall consist of drought tolerant sustainable landscaping tailored to the specific climate zone of Ketchum. Existing trees shall be preserved as much as practicable. An underground automatic irrigation system is required on each lot. The irrigation systems for all landscape zones shall be, to the greatest extent possible, water efficient, in ground, and use rotor and drip irrigation technology. Monitoring technology shall be used to regulate irrigation rates to conserve water use.

2.02 Nothing in this Declaration shall limit the right of Declarant to complete excavation, grading and construction of improvements to any Common Area, or any other area or property within the Property owned or controlled by Declarant, or to alter the foregoing or to construct such additional improvements as Declarant deems advisable in the course of development of the Property so long as any Lot owned by Declarant remains unsold, or to use any structure as a model home or real estate sales or leasing office. The rights of Declarant hereunder and elsewhere in this Declaration may be assigned by Declarant.

ARTICLE III - TITLE TO COMMON AREA

3.01 Except for Bald Mountain Road, all roads as shown on the recorded plat shall be private non-public roads title to which shall be conveyed by Declarant to the Association as Common Area on or before the date of recordation of the final plat. Parcels _____ and _____ are designated as Common Area and title to each shall be conveyed by Declarant to the Association on or before the date of recordation of the final plat.

3.02 All operational, maintenance and improvement expenses connected with the Common Area shall be shared on an equal basis by the members of the Association. Each Lot

owner's share of Common Area expenses shall be computed by the total number of Lots in the subdivision, divided by the number of Lots owned by the Owner.

3.03 Easements for pedestrian and equestrian use, if any, are reserved as shown on the subdivision map. The easements including those surrounding the lakes, are for the exclusive use and enjoyment of the Owners and their guests. Within these easements no motor vehicles may be operated. Within the pedestrian easement no horses are allowed. The easement area of each Lot and all improvements in it shall be maintained continuously by the Association.

3.04 Easements for the Riparian Zone shall be governed and managed by an Owners Association to ensure future modifications to the riparian zone and the stream bank do not occur individually but occur in a comprehensive coordinated approach. Prior to any modification to the riparian zone or stream ban, an overall plan must be developed and approved by city of Ketchum.

ARTICLE IV - DESIGN CONTROL

4.01 The Design Review Committee shall be composed of three (3) persons as may be appointed by the Association. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

4.02 The vote or written consent of any two members shall constitute action of the Committee. The Committee shall report in writing all approvals and disapprovals of changes in the existing state of the Property to the Association.

4.03 No changes in the existing state of any of the Property shall be made or permitted without the prior written approval of the Committee. Changes in the existing state of the Property 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 trees, shrubs, or other growing things; the landscaping texture or exterior appearance of any previously approved change in the existing state of the Property.

4.04 The Committee shall have complete discretion to approve or disapprove any change in the existing state of the Property and shall exercise such discretion with the following objective in mind among others: 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 assure that any change will require as little maintenance as possible so as to assure a

better appearing area under all conditions. The Committee is authorized, subject to approval by the Association, to adopt and implement rules and regulations to govern its operations and describing design goals and requirements.

4.05 Prior to expenditures of any substantial time or funds in the planning of any proposed change in the existing state of the Property, the Owner of a Lot 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. After the nature and scope of a proposed change in the existing state of the Property is determined and prior to the commencement of work to accomplish such change, the Owner shall furnish the Committee with three copies of a complete and full description of the proposed change in writing and with final working 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 Lot, which the Committee may reasonably require, to permit it to make an informed decision on whether or not to grant approval of the change.

4.06 With respect to all buildings and other structures, the Committee shall require submission in duplicate, of floor plans, elevation drawings, and final working drawings, all drawn to such scale as may be reasonably required by the Committee; descriptions of exterior materials and colors and samples of the same; and final construction specifications. 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 Lot, at least one (1) member of the Committee shall physically inspect the Lot. No proposed change in the existing state of a Lot 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 forty-five (45) 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.

4.07 After approval by the Committee of any proposed change in the existing state of the Property, 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 therefor given to the Committee. Failure to accomplish the change strictly in accordance with the description thereof and plans and specifications therefor shall operate to automatically revoke the approval of the proposed change, and, upon demand by the Committee, the Lot 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 Lot at any reasonable time or times to inspect the progress or status of any changes in the existing state of a Lot 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 Lot has not been approved or that any approval given has been automatically revoked.

ARTICLE V - ESTABLISHMENT AND ORGANIZATION OF ASSOCIATION

5.01 The Warm Springs Ranch Homeowner's Association, Inc., shall be incorporated as an Idaho nonprofit corporation. The purposes and powers of the Association and the rights and obligations inherent in membership are set forth in its Articles of Incorporation, and the provisions of this Declaration with respect thereto are for general descriptive purposes only. The Association is and shall be obligated (a) to accept title to and maintain Common Areas, and (b) to assure the functions and obligations imposed on it or contemplated for it under this Declaration.

5.02 The Association shall be governed by a Board composed of Directors, all of whom shall be elected at the first annual meeting.

5.03 Regular meetings of the Association will be held at the time and in the place prescribed by the Bylaws. The first annual meeting shall be held within ninety (90) days after the closing of the sale of the Lot representing the fifty-first (51st) percentile interest of the Lots described herein but in no event later than six (6) months after sale of the first lot.

5.04 Each Owner of each Lot 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.

5.05 The Association shall have two classes of voting membership:

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 owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot 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:

(a) 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;

(b) the fourth anniversary of the recording of this declaration.

5.06 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.

5.07 So long as there are two classes of membership, not less than twenty percent (20%) of the membership in the governing body shall be elected solely by the votes of the Class A members.

5.08 Regular meetings of the Directors shall be held monthly.

5.09 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 a period of eleven (11) months, and every proxy shall automatically cease upon sale by the Owners of his or their Lot or upon death or incapacity of the member executing the proxy statement.

5.10 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.

5.11 The Association shall obtain, pay for and maintain in force the following types of insurance:

(a) Blanket property insurance covering “*risks of direct physical loss*” on a “*special form*” basis (or comparable coverage by whatever name denominated) for all insurable improvements within the Area of Common Responsibility to the extent the Association has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If such coverage is not generally available at a reasonable cost, then “*broad form*” coverage may be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements.

(b) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury and property damage; provided, however, that should additional coverage and higher limits be available at reasonable cost as reasonably determined by the Association, the Association shall obtain the same.

(c) Workers compensation insurance and employers’ liability insurance, if and to the extent required by law.

(d) Directors’ and officers’ liability coverage, as determined by the Board.

(e) Fidelity insurance covering all persons who handle or are responsible to handle the funds of the Association, in an amount determined by the Board. Such insurance shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation.

(f) Such additional insurance as the Board, in the exercise of its business judgment, determines advisable or necessary.

ARTICLE VI - PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT

6.01 Each Member of the Association shall have the right of enjoyment of the Common Area including the easements and the facilities located thereon which are appurtenant to the member's Lot, subject to 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 ten (10) days notice of any such hearing by mail to his address as it appears on the books of the Association.

(b) The right of the Association to charge reasonable admission and other fees for the use of any facility, belonging to the Association.

(c) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities.

6.02 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.

6.03 Any member may delegate his rights of enjoyment in the Common Area and in the privileges of the Association to the members of his family who reside upon a Lot, to contract purchasers from such member, 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 VII - CREATION OF ASSESSMENT LIENS

7.01 The Declarant, for each Lot owned within the Property hereby covenants, and each Owner of any Lot 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:

(a) Annual assessments or charges; and (b) special assessments for capital improvements, 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.

7.02 The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and for the improvement and maintenance of the Common Area owned by the Association and including, but not limited to, the payment of taxes and insurance for the common properties, and repair, replacement and additions hereto and for the cost of labor, equipment, materials, management and supervision of the Common Area.

7.03 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 or Common Area or of a capital improvement upon the Association's Common Area, including fixtures and personal property related thereto and for the purpose of performing any unanticipated maintenance, provided that any such assessment in excess of five percent (5%) of the annual budgeted expense of the Association shall have the assent of fifty-one percent (51%) of the votes of all of the Class A members and fifty-one (51%) of all the Class B members, if any, of the Association. Such votes shall be cast in person or by proxy at a meeting duly called for this purpose as provided in Section 7.04 next following.

7.04 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, by regular mail, not less than ten (10) days nor more than thirty (30) days in advance of the meeting or of proxies entitled to cast twenty-five percent (25%) 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.

7.05 Annual and special assessments shall be fixed on a pro rata basis for each Lot and shall be collected by the Association on a monthly basis. The directors of the Association shall estimate the charges required to be paid by the Association during the calendar year. The total annual assessments against all Owners shall be based upon advance estimates of cash requirements.

7.06 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 to a purchaser.

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

7.08 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. 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. 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 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.

7.09 The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. The sale or transfer of any Lot shall not affect any assessment lien. However, the sale of any Lot pursuant to a mortgage or deed of trust foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

7.10 In addition to the remedies stated above, the Association upon violation or breach of any covenant, restriction or condition contained in this declaration, may enter upon any Lot where such violation or breach exists and may abate or remove the thing or condition causing the violation or breach or may otherwise cure the violation or breach. The costs incurred shall be billed to and paid by the Owner of the Lot. If the Owner of any Lot fails, after demand, to pay such costs then the Association shall have a lien, from and after the time a notice of such failure to pay is recorded in the records of Blaine County, Idaho, against the Lot of such Owner or Owners for the amount due and not paid, plus interest from the date of demand for payment at the statutory rate, plus all costs and expenses of collecting the unpaid amount, including reasonable attorneys' fees.

7.11 In the event of a breach, or failure to comply with, any of the covenants, restrictions or conditions contained in this declaration or any supplemental declaration, then the Association shall have the right, immediately or at any time during the continuation of such breach or failure, to re-enter and take possession of the above described Lot and, upon the exercise of this right of re-entry, title to said Lot shall thereupon vest in the Association. If court proceedings are required to enforce the rights of the Association, the Association shall be entitled to recover its costs including reasonable attorneys' fees. The right of re-entry and for vesting of title provided under this Section shall be subject to the provisions of this Declaration entitled Lender's Regulations.

ARTICLE VIII - DAMAGE TO 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 not 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 Lots after the plans for any repairs or reconstruction have been approved by the Association.

ARTICLE IX - LENDER'S REGULATIONS

In order that residential 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.

9.01 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 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 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 elapse 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.

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

9.03 First mortgagees of Lots 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.

9.04 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 X - MISCELLANEOUS PROVISIONS

10.01 Term. The covenants, conditions and restrictions of this Declaration shall run until December 31, 2050, unless amended as herein provided. After December 31, 2050, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by at least three-fourths (3/4) of the Owners, and such written instrument is recorded with the Blaine County Recorder.

10.02 Amendment.

(a) Subject to the other applicable provisions of this Declaration, this Declaration may be amended as follows:

i. Until such time as there is a Class A Membership pursuant to this Declaration, amendments or modifications shall be effective when executed by Declarant and when recorded in the Official Records of Blaine County, Idaho. Thereafter, unless a higher percentage is specifically required by a section of this Declaration, any amendments shall require the affirmative written consent or vote of not less than sixty-six and two-thirds percent (66-2/3%) of the voting power of the Class A Members and the consent of the Class B Member, for so long as there is a Class B Member.

ii. An amendment or modification that requires the vote and written consent of the Members as hereinabove provided shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment or modification has been approved as hereinabove provided, and when recorded in the Official Records of Blaine County, Idaho. The notarized signatures of the Members shall not be required to effectuate an Amendment of this Declaration.

iii. Notwithstanding the foregoing, any provision of this Declaration, or the Articles, Bylaws or Rules which expressly requires the approval of a specified percentage of the voting power of the Association for action to be taken under said provision can be amended only with the affirmative vote or written consent of not less than the same percentage of the voting power of the Association.

iv. Notwithstanding the foregoing, no amendment may remove, revoke or modify any right or privilege of Declarant or the Class B Member without the written consent of Declarant or the Class B Member, respectively (or the successors to or assigns of such right or privilege).

(b) Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the rights of the Beneficiary under any recorded Deed of Trust upon a Lot made in good faith and for value, provided that after the foreclosure of any such Deed of Trust, such Lot shall remain subject to this Declaration, as amended.

10.03 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered by personal service or United States mail. If delivery is made by mail, it shall be effective upon the earlier of: (i) when received; (ii) five (5) days after its deposit in the United States mail, as evidenced by sworn affidavit or postmark, if mailed correctly addressed, with first class postage affixed; or (iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Such notice shall be deemed correctly addressed if addressed to any person at the address given by such person to the Association for the purpose of service of

such notice, or the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

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

10.05 Enforcement and Non-Waiver.

(a) Right of Enforcement. Except as otherwise provided herein, any Owner of any Lot within the Property shall have the right to enforce any or all of the provisions of the Restrictions upon any property within the Property and the Owners thereof.

(b) Violations and Nuisance. Every act or omission whereby any provision of the Restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Declarant, the Association, or any Owner or Owners of Lots within the Property.

However, any other provision to the contrary notwithstanding, only Declarant, the Association, the Board or the duly authorized agents of any of them, may enforce by self-help any of the provisions of the Restrictions, and only if such self-help is preceded by notice, as required under the Restrictions, to the Owner.

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

(d) Remedies Cumulative. Each remedy provided by the Restrictions is cumulative and not exclusive.

(e) Non-Waiver. The failure to enforce any of the provisions of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provisions of said Restrictions.

10.06 Construction.

(a) Restrictions Construed Together. All of the provisions of the Restrictions shall be liberally construed together to promote and effectuate the fundamental concepts of the Property as set forth in the preamble of this Declaration.

(b) Restrictions Severable. Notwithstanding the provisions of the foregoing Paragraph A, each of the provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

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

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

10.07 Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit, including on appeal.

10.08 Effect of Declaration. This Declaration is made for the purpose set forth in the Recitals to this Declaration and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

DATED this _____ day of February, 2021.

BRENNAN HOLDINGS, NO. 300, LLC

By: _____
Robert M. Brennan, Manager

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of _____, _____, before me, _____, a Notary Public in and for said State, personally appeared ROBERT M. BRENNAN, known or identified to me to be the Manager of BRENNAN HOLDINGS NO. 300 LLC, an Idaho limited liability company, and the person who executed the instrument on behalf of said limited liability company as Manager of said limited liability company, and acknowledged to me that he executed the same in said limited liability company's name.

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

Notary Public for _____

Residing at _____
My commission expires _____

BUTLER ASSOCIATES, INC.

GEOTECHNICAL & CIVIL ENGINEERING & CONSULTING

P.O.B. 1034

Ketchum, Idaho 83340

Phone: 208.720.6432

Email: svgeotech@gmail.com

Bob Brennan
Brennan Holdings No 300 LLC
PO Box 1991
Sun Valley, ID 83353

February 12, 2021

RE: GEOTECHNICAL REPORT

Proposed Warm Springs Ranch Subdivision
Block 1, Warm Springs Ranch PUD
1803 Warm Springs Road
Ketchum, Idaho

Dear Bob,

I have completed the authorized geotechnical investigation and report for the proposed Warm Springs Ranch Subdivision on Block 1, Warm Springs Ranch PUD located at 1803 Warm Springs Road in Ketchum, Idaho. You authorized the work during the site meeting on June 23, 2020.

This report summarizes the results of my field and laboratory testing and presents my geotechnical engineering opinions and recommendations. **It is my opinion that the site is suitable for the proposed subdivision improvements constructed on an approved native subgrade underlying any surficial organic rich fine grain soils or uncontrolled fill.** I am providing the recommendations in this report for the preparation of the subgrade, placement of structural fill for roads, utility trenches and site grading and drainage.

I recommend that this office be retained to provide observations for the construction of the structural fill for the roads and site grading and any other recommendations presented in this report that are incorporated into the project design. This work will be performed on a time and material basis and is not included in this scope of services. A copy of this geotechnical report should be incorporated into the project construction documents. Geotechnical recommendations for the residential construction is not included in this report and will be addressed after the subdivision improvements are completed.

I appreciate this opportunity of working with you on this project. Please call me if you have any questions or comments.

Sincerely,

Steve Butler, P.E.



GEOTECHNICAL REPORT

Proposed Warm Springs Ranch Subdivision
Block 1, Warm Springs Ranch PUD
1803 Warm Springs Road
Ketchum, Idaho

Butler Associates, Inc.
P.O. Box 1034
Ketchum, Idaho 83340
February 12, 2021

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INTRODUCTION

This report represents the results of the soil and subgrade engineering evaluation for the proposed Warm Springs Ranch Subdivision on Block 1, Warm Springs Ranch PUD located at 1803 Warm Springs Road in Ketchum, Idaho. The *Vicinity Map* shows the general location of the proposed project site.

The purpose of this evaluation was to assess the surface and subsurface soil and water conditions to prepare geotechnical engineering opinions and recommendations for the construction of the proposed subdivision. Before the subsurface investigation I reviewed the geotechnical reports for several residences west of the site and geologic data pertinent to the site and general area. I performed a subsurface investigation by excavating seven test pits at the site using a track mounted excavator. The soils encountered in the test pits were visually identified and logged by a geotechnical engineer according to the Unified Soil Classification System and used to prepare this final report.

PROPOSED PROJECT

I understand that the proposed subdivision will consist of new roads and water and sewer mains for 36 single family lots. Access to the subdivision will be from two new roads; one commencing at Warm Springs Road to the north and one connecting to the east end of Bald Mountain Road to the west. The existing entrance to Bald Mountain Road commencing at Warm Springs Road will be abandoned and Geezer Aly will also be abandoned. Access to the existing Warm Springs Townhomes previously accessed from Geezer Aly will be from the proposed subdivision roads. The finish elevations of the 24' wide asphalt subdivision roads will be within several feet of existing grade. The project will be served with water and sewer by the Ketchum Utility Department.

The primary views from the site are the Griffin Butte and the Warm Springs drainage to the north, Dollar Mountain and Knob Hill to the east, the Wood River Valley and Bald Mountain to the south and Bald Mountain to the west.

According to the Blaine County Parcel Information Map the property is generally "rectangular shaped" and totals approximately 13.72 acres in size. Warm Springs Road borders the site to the north, Warm Springs Tennis Condominiums and Warm Springs Townhomes to the east, BLM property to the south and Warm Springs Ranch PUD to the west.

FIELD EXPLORATION

Seven test pits were excavated and observed at the site on August 28 and September 9, 2020 using a track-mounted excavator. Test pit #1 near the existing dog park parking lot was not completed due existing utilities. The test pits were excavated up to 9.5 feet below existing grade. The *Test Pit Site Plan* shows the property lines, existing contours and test pit locations.

The soils in each test pit were evaluated and the soil profiles logged in the field by a geotechnical engineer in accordance with the Unified Soil Classification System (*USCS*). The *Test Pit Site Plan Photos*, *Test Pit Site Plan* and *Test Pit Logs* are presented on pages 8-10, 11, and 12-19, respectively. The *USCS* chart on page 20 should be used to interpret the terms on the test pit logs in this report.

At the conclusion of the subsurface evaluation, the test pits were loosely backfilled to match the existing ground surface. Any of the test pits located beneath areas proposed for foundations, terraces, walkways or driveways will need to be excavated and backfilled with structural fill in accordance with the *Site Preparation* section of this report.

SUBSURFACE CONDITIONS

The general soil profiles encountered in the test pits revealed up to 2.6 feet of silty fine sand and gravel with a trace of roots and/or debris (native topsoil or uncontrolled fill) overlying native, brown, sand, gravel, cobble and boulders with trace silt up to 9.5 feet below existing grade. The test pits were terminated after reaching several feet into undisturbed competent native sand and gravel soils and due to consistency of the soil between the test pits. No groundwater was encountered in any of the test pits although I anticipate groundwater could be encountered near the 100 year flood elevation during large snowpack runoffs. Following the completion of the subsurface investigation the test pits were loosely backfilled and graded close to existing grades.

The geology of this area is mapped on the "Geologic Map of the Hailey Quadrangle" as alluvial soils consisting of sand, gravel, silt and clay deposited by the Big Wood River and Warm Springs Creek.

OPINIONS AND RECOMMENDATIONS

General

It is the opinion of this office that the site is suitable from a geotechnical standpoint for the proposed residential subdivision improvements consisting of roads and water and sewer mains and services constructed on an approved native sand and gravel subgrade underlying the surficial fine grain soils and or uncontrolled fill.

The water and sewer trench backfill, backfill on the lots to raise the finish grade and backfill to construct the subdivision roads should all be placed as structural fill because the material will be supporting the roads, driveways and residential structures. The native sand and gravel soils encountered in the test pits underlying surficial fine grain soils are suitable to use as structural fill. The surficial native silty fine sand soils and organics are moisture sensitive, would be difficult to use as structural fill and should be stockpiled to use as non-structural landscaping fill or exported. Structural fill should be placed as outlined in the *Structural Fill* section of this report.

The recommendations contained in this report reflect my understanding of the existing surface and below grade conditions and reflect a straight-line interpolation and extrapolation of the subsurface conditions between and beyond test pit locations. However, the soil conditions may vary at the proposed site. The various soil conditions will not be known until the foundation excavation is complete and may cause changes to construction plans and/or costs.

Site Preparation & Road Construction

Following are site preparation recommendations to be completed prior to approving the subgrade for the construction of the subdivision roads, water and sewer utilities and lot finish grades :

1. All test pits should be accurately located in the field prior to commencing with the excavation. Any test pit that is located beneath a proposed road footing, sidewalk or building lot should be excavated and backfilled with structural fill in accordance with this report. This procedure should help reduce local settlement. The test pit locations are shown on the *Test Pit Site Plan*.
2. The entire site should be stripped of uncontrolled fill, debris, disturbed native soils, silty fine topsoil sand and organics to expose the underlying undisturbed free-draining sand and gravel soils. The excavated fine grain soils should be stockpiled as used for non-structural landscaping.
3. The exposed native sand and gravel subgrade should be scarified, watered and compacted with a multiple passes of a 5-ton smooth drum vibratory roller to at least 95% of the maximum dry density of the material according to ASTM D- 698 and observed by this office. Any unsuitable soils or soft areas should be excavated to expose a competent subgrade and backfilled with structural fill as outlined in the *Structural Fill* is section.
5. After this office has observed the compacted subgrade to be free of unsuitable soils it will be approved for placement of structural fill.
6. I recommend that the entire project site be constructed to finish grade prior to installing the water and sewer mains to minimize the chance of the pipes being compromised from truck traffic and compaction efforts. All surficial unsuitable soils should also be removed to minimize contaminating the underlying competent sand and gravel that can be used as structural trench backfill.

Bald Mountain Road Approach

Following are recommendations for the construction of the proposed Bald Mountain Road approach off of Warm Springs Road:

1. The Warm Springs Road shoulder and slope should be stripped of organics, debris and disturbed native soils to expose undisturbed native sand and gravel soils.
2. The excavation contractor should start construction at the base of the slope and create 10'-20' wide benches every 2'-4' vertically depending on the angle of repose the native soils can maintain.
3. The exposed native sand and gravel subgrade should be scarified, watered and compacted with a multiple passes of a 5-ton smooth drum vibratory roller to at least 95% of the maximum dry density of the material according to ASTM D- 698 and observed by this office. Any unsuitable soils or soft areas should be excavated to expose a competent subgrade and backfilled with

approved structural fill.

4. All structural fill placed for the road construction should be approved on-site or imported sand and gravel as described in the *Structural Fill* section.
5. This office will work with the earthwork contractor to determine the most efficient benching sequence.
6. The structural slopes should be constructed at least one foot above proposed grades so the slopes can be cut to finish grade and not require shallow sliver fills that could slough.
7. The structural slope construction should be completed prior to placing topsoil to minimize contamination and compromising the structural fill.
8. The typical road section is 6 inches of on-site or imported pitrun sand and gravel or 2" minus crushed sand and gravel roadmix sub-base watered and compacted with multiple passes of a smooth drum roller to at least 95% of the maximum dry density of the soil as determined by ASTM Test D-698 (Standard Proctor). The native sand and gravel soils could be used for the sub-base layer but should be reviewed by this office.
9. 4 inches of ¾" minus, crushed sand and gravel roadmix compacted to at least 95% of the maximum dry density of the soil as determined by ASTM Test D-698 (Standard Proctor).
10. 3.0" of asphalt.

Structural Fill

Structural fill for the utility trench backfill, roads and site grading shall meet the following recommendations:

1. Structural fill should consist of approved washed fractured or rounded gravel, crushed sand and gravel (roadmix), on-site native sand and gravel soils or imported pitrun sand and gravel classified as GW, GM, GP, SW, SM, or SP as described in the Unified Soil Classification System chart presented after the test pit logs.
2. All unsuitable fine grain soils should be used as non-structural fill.
3. Granular structural fill should have no more than 10% passing the No. 200 sieve and a cobble size of no larger than 8 inches.
4. Structural fill should be placed in uniform, maximum 10-inch deep, loose lifts and compacted to a minimum of 95% of the maximum dry density of the soil, as determined by ASTM D 698 (Standard Proctor). This assumes that heavy compaction equipment such as smooth-drum, vibratory rollers with a minimum drum weight of 5 tons is used. The depth of each lift could be adjusted in the field based on the material and size of compaction equipment.

5. The maximum loose lift thickness should be reduced to 6 inches where smaller and/or lighter compaction equipment is used (i.e. WACKER jumping jack). A vibrating plate tamper can be used to compact 10" lifts of washed rock but should not be used to compact native sand and gravel.
6. $\frac{3}{4}$ " minus crushed sand and gravel roadmix should be placed in 6" loose lifts, watered and compacting with a jumping jack tamper, vibrating plate tamper or smooth drum roller.
7. The excavation contractor should contact this office several days before the earthwork commences to determine the construction sequencing to minimize any delays in excavation, placement of structural fill, approval of imported structural fill, construction observations and reports to the building inspector by a stamped by an engineer.

High Groundwater Considerations

Although most of the subdivision is located outside of the floodplain the groundwater elevation during a flooding event could equal the 100 year flood elevation of Warm Springs Creek and impact the trenches for the water and sewer main. I recommend installing a piezometer several feet below the deepest utility to monitor the groundwater especially if construction commences in the spring.

Surface Grading and Drainage

I understand that Benchmark Associates will complete a grading and drainage plan for the subdivision improvements. at the time this report was completed. The drainage plan should incorporate the following grading and drainage concepts based on the soils encountered in the test pits.

1. The lots should be elevated to allow the finish surface to be sloped at a minimum of 2% to direct runoff away from the foundations, walkways, terraces and driveways.
2. The native sand and gravel soils underlying the surficial silty fine sand soils has an infiltration rate of approximately 2.0"/minute. See the *Storm Water Drywell Profile* for a typical drywell design to collect runoff from the subdivision roads.

Construction Observations & Monitoring

Removal of unsuitable soils and placement of imported structural fill to match existing grade at the west end of the subdivision where the previous restaurant and ponds were located was completed in the summer of 2020. See the *Construction Observation Photos* for a chronological documentation of the work completed.

This report provides opinions and recommendations that are generally accepted geotechnical engineering principle and practices. I recommend that this office provide construction monitoring and observation services to ensure that the recommendations outlined in this report are followed and that the foundation drainage system and grading and drainage details are constructed properly. If this office is not retained to perform the recommended services, I cannot be responsible for soil engineering construction errors or omissions. The observation fees would be incurred on a time and expense basis.



VICINITY MAP

Proposed Warm Springs Ranch Subdivision
Block 1, Warm Springs Ranch PUD
1803 Warm Springs Road
Ketchum, Idaho
43.69° 114.38°



TEST PIT SITE PLAN PHOTO 1
Proposed Warm Springs Ranch Subdivision
Block 1, Warm Springs Ranch PUD
1803 Warm Springs Road
Ketchum, Idaho
Image captured on June 25, 2021



TEST PIT SITE PLAN PHOTO 2
Proposed Warm Springs Ranch Subdivision
Block 1, Warm Springs Ranch PUD
1803 Warm Springs Road
Ketchum, Idaho
Image captured on June 25, 2021



TEST PIT SITE PLAN PHOTO 3
Proposed Warm Springs Ranch Subdivision
Block 1, Warm Springs Ranch PUD
1803 Warm Springs Road
Ketchum, Idaho
Image captured on June 25, 2021

EXPLORATORY TEST PIT #1

Proposed Warm Springs Ranch Subdivision
Block 1, Warm Springs Ranch PUD
1803 Warm Springs Road
Ketchum, Idaho

DEPTH (Feet)	USCS SOIL CLASS	SOIL DESCRIPTION
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This Test Pit Was Not Excavated Due To Existing Utilities

EXPLORATORY TEST PIT #2
Proposed Warm Springs Ranch Subdivision
Block 1, Warm Springs Ranch PUD
1803 Warm Springs Road
Ketchum, Idaho

DEPTH (Feet)	USCS SOIL CLASS	SOIL DESCRIPTION
0.0'-1.7'	SM	Silty fine SAND, trace-little Gravel & Roots (FILL) Dark brown, loose, dry.
1.7'-9.5'	GW	SAND, GRAVEL, COBBLE & BOULDER, trace Silt & Clay (NATIVE) Brown, compact-dense, dry-damp @ 4.5'-9.5'.

Test Pit completed on August 28, 2020.

See *Test Pit Site Plan* for test pit location.

The test pit surface elevation is approximately 5832 feet based on the topographic survey by Benchmark Associates, Inc.

No groundwater encountered.

Test pit terminated at 9.5 feet below existing grade after reaching several into native, undisturbed soils and due to the consistency of the soil type between the test pits.

No soil sample retrieved.

Sloughing of test pit walls in native sand and gravel soils.

Excavation equipment: DEERE track-mounted excavator.



EXPLORATORY TEST PIT #3
Proposed Warm Springs Ranch Subdivision
Block 1, Warm Springs Ranch PUD
1803 Warm Springs Road
Ketchum, Idaho

DEPTH (Feet)	USCS SOIL CLASS	SOIL DESCRIPTION
0.0'-0.9'	SM	Silty fine SAND, trace-little Gravel & Roots (NAITVE) Dark brown, loose, dry.
0.9'-7.4'	GW	SAND, GRAVEL, COBBLE & BOULDER, trace Silt & Clay (NATIVE) Brown, compact-dense, dry-damp.

Test Pit completed on September 9, 2020.

See *Test Pit Site Plan* for test pit location.

The test pit surface elevation is approximately 5835 feet based on the topographic survey by Benchmark Associates, Inc.

No groundwater encountered.

Test pit terminated at 7.4 feet below existing grade after reaching several into native, undisturbed soils and due to the consistency of the soil type between the test pits. No soil sample retrieved.

Sloughing of test pit walls in native sand and gravel soils.

Excavation equipment: DEERE track-mounted excavator.



EXPLORATORY TEST PIT #4
Proposed Warm Springs Ranch Subdivision
Block 1, Warm Springs Ranch PUD
1803 Warm Springs Road
Ketchum, Idaho

DEPTH (Feet)	USCS SOIL CLASS	SOIL DESCRIPTION
0.0'-1.4'	SM	Silty fine SAND, trace-little Gravel & Roots (NAITVE) Dark brown, loose, dry.
1.4'-7.9'	GW	SAND, GRAVEL, COBBLE & BOULDER, trace Silt & Clay (NATIVE) Brown, compact-dense, damp.

Test Pit completed on September 9, 2020.

See *Test Pit Site Plan* for test pit location.

The test pit surface elevation is approximately 5835 feet based on the topographic survey by Benchmark Associates, Inc.

No groundwater encountered.

Test pit terminated at 7.9 below existing grade after reaching several into native, undisturbed soils and due to the consistency of the soil type between the test pits.

No soil sample retrieved.

Sloughing of test pit walls in native sand and gravel soils.

Excavation equipment: DEERE track-mounted excavator.



EXPLORATORY TEST PIT #5
Proposed Warm Springs Ranch Subdivision
Block 1, Warm Springs Ranch PUD
1803 Warm Springs Road
Ketchum, Idaho

DEPTH (Feet)	USCS SOIL CLASS	SOIL DESCRIPTION
0.0'-1.0'	SM	Silty fine SAND, trace-little Gravel & Roots (FILL) Dark brown, loose, dry.
1.0'-9.2'	GW	SAND, GRAVEL, COBBLE & BOULDER, trace Silt & Clay (NATIVE) Brown, compact-dense, dry-moist @ 4.0'.

Test Pit completed on August 28, 2020.

See *Test Pit Site Plan* for test pit location.

The test pit surface elevation is approximately 5820 feet based on the topographic survey by Benchmark Associates, Inc.

No groundwater encountered.

Test pit terminated at 9.2 feet below existing grade after reaching several into native, undisturbed soils and due to the consistency of the soil type between the test pits.

No soil sample retrieved.

Sloughing of test pit walls in native sand and gravel soils.

Excavation equipment: DEERE track-mounted excavator.



EXPLORATORY TEST PIT #6
Proposed Warm Springs Ranch Subdivision
Block 1, Warm Springs Ranch PUD
1803 Warm Springs Road
Ketchum, Idaho

DEPTH (Feet)	USCS SOIL CLASS	SOIL DESCRIPTION
0.0'-2.6'	SM	Silty fine SAND, trace-little Gravel & Roots (NATIVE) Dark brown, loose, dry.
2.6'-8.4'	GW	SAND, GRAVEL, COBBLE & BOULDER, trace Silt & Clay (NATIVE) Brown, compact-dense, damp.

Test Pit completed on September 9, 2020.

See *Test Pit Site Plan* for test pit location.

The test pit surface elevation is approximately 5826 feet based on the topographic survey by Benchmark Associates, Inc.

No groundwater encountered.

Test pit terminated at 8.4 feet below existing grade after reaching several into native, undisturbed soils and due to the consistency of the soil type between the test pits. No soil sample retrieved.

Sloughing of test pit walls in native sand and gravel soils.

Excavation equipment: DEERE track-mounted excavator.



EXPLORATORY TEST PIT #7
Proposed Warm Springs Ranch Subdivision
Block 1, Warm Springs Ranch PUD
1803 Warm Springs Road
Ketchum, Idaho

DEPTH (Feet)	USCS SOIL CLASS	SOIL DESCRIPTION
0.0'-1.1'	SM	Silty fine SAND, trace-little Gravel & Roots (FILL) Dark brown, loose, dry.
1.1'-9.2'	GW	SAND, GRAVEL, COBBLE & BOULDER, trace Silt & Clay (NATIVE) Brown, compact-dense, damp.

Test Pit completed on August 28, 2020.

See *Test Pit Site Plan* for test pit location.

The test pit surface elevation is approximately 5819 feet based on the topographic survey by Benchmark Associates, Inc.

No groundwater encountered.

Test pit terminated at 9.2 feet below existing grade after reaching several into native, undisturbed soils and due to the consistency of the soil type between the test pits. No soil sample retrieved.

Sloughing of test pit walls in native sand and gravel soils.

Excavation equipment: DEERE track-mounted excavator.



EXPLORATORY TEST PIT #8
Proposed Warm Springs Ranch Subdivision
Block 1, Warm Springs Ranch PUD
1803 Warm Springs Road
Ketchum, Idaho

DEPTH (Feet)	USCS SOIL CLASS	SOIL DESCRIPTION
0.0'-1.5'	SM	Silty fine SAND, trace-little Gravel & Roots (FILL) Dark brown, loose, dry.
1.5'-8.9'	GW	SAND, GRAVEL, COBBLE & BOULDER, trace Silt & Clay (NATIVE) Brown, compact-dense, damp.

Test Pit completed on August 28, 2020.

See *Test Pit Site Plan* for test pit location.

The test pit surface elevation is approximately 5822 feet based on the topographic survey by Benchmark Associates, Inc.

No groundwater encountered.

Test pit terminated at 8.9 feet below existing grade after reaching several into native, undisturbed soils and due to the consistency of the soil type between the test pits.

No soil sample retrieved.

Sloughing of test pit walls in native sand and gravel soils.

Excavation equipment: DEERE track-mounted excavator.



SOILS CLASSIFICATION / LEGEND

RELATIVE DENSITY OR CONSISTENCY UTILIZING STANDARD PENETRATION TEST VALUES

COHESIONLESS SOILS (a)			COHESIVE SOILS (b)		
Density (c)	N. blows/ft. (c)	Relative Density (%)	Consistency	N. blows/ft. (c)	Undrained (d) Shear Strength (psf)
Very loose	0 to 4	0 - 15	very soft	0 to 2	<250
Loose	4 to 10	15 - 35	soft	2 to 4	250-500
Compact	10 to 30	35 - 65	firm	4 to 8	500-1000
Dense	30 to 50	65 - 85	stiff	8 to 15	1000-2000
Very Dense	over 50	>85	very stiff	15 to 30	2000-4000
			Hard	over 30	>4000

(a) Soils consisting of gravel, sand, and silt, either separately or in combination, possessing no characteristics of plasticity and exhibiting drained behavior.

(b) Soils possessing the characteristics of plasticity and exhibiting undrained behavior.

(c) Refer to text of ASTM D 1586-94 for a definition of N; in normally consolidated cohesionless soils Relative Density terms are based on N₆₀ values corrected for overburden pressures.

(d) Undrained shear strength = 1/2 unconfined compression strength.

COMPONENT DEFINITIONS BY GRADATION

COMPONENT	SIZE RANGE
Boulders	Above 12 inches
Cobbles	3 inches to 12 inches
Gravel	3 inches to No. 4 (4.75 mm)
Coarse gravel	3 inches to 3/4 inch
Fine gravel	3/4 inch to No. 4 (4.75mm)
Sand	No. 4 (4.75mm) to No. 200 (0.075mm)
Coarse sand	No. 4 (4.75) to No. 10. (2.0mm)
Medium sand	No. 10 (2.0mm) to No. 40 (0.42mm)
Fine sand	No. 40 (0.42) to No. 200 (0.075mm)
Silt & Clay	Smaller than No. 200 (0.075mm)

SILT & CLAY DESCRIPTIONS

DESCRIPTIONS	TYPICAL UNIFIED DESIGNATION
Silt	ML (non-plastic)
Clayey Silt	CL-ML (low plasticity)
Silty Clay	CL
Clay	CH
Plastic Silt	MH
Organic Soils	OL, OH, Pt

LABORATORY TESTS

TEST	DESIGNATION
Moisture	(1)
Density	D
Grain Size	G
Hydrometer	H
Atterberg Limits	(1)
Consolidation	C
Unconfined	U
UU Triax	UU
CU Triax	CU
CD Triax	CD
Permeability	P

(1) Moisture & Atterberg Limits

SAMPLES

SS	SPT Samplers
HD	Heavy Duty Split Spoons
SH	Shelby Tube
P	Pitcher Sampler
B	Bulk
C	Cord

Unless otherwise noted, drive samples advanced with 140 lb. Hammer with 30 inch drop.

COMPONENT PROPORTIONS

DESCRIPTIONS	RANGE OF PROPORTION
Trace	0 - 5%
Little	5 - 12%
Some or Adjective (a)	12 - 30%
And	30 - 50%

(a) Use Gravelly, Sandy or Silty as appropriate.

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			SYMBOL	TYPICAL NAMES
COARSE GRAINED SOILS more than 50% retained on No. 200 Sieve	GRAVELS More than 50% of coarse fraction retained on No. 4 Sieve	CLEAN GRAVELS	GW	Well-Graded gravel
			GP	Poorly-graded gravels
		GRAVELS WITH FINES	GM	Gravel and Silt Mixtures
			GC	Gravel and Clay Mixtures
	SANDS 50% or more of coarse fraction passes No. 4 Sieve	CLEAN SANDS	SW	Well-graded Sands
			SP	Poorly-graded Sands
		SANDS WITH FINES more than 12% fines	SM	Sand and Silt Mixtures
			SC	Sand and Clay Mixtures
FINE GRAINED SOILS 50% or more passes the No. 200 Sieve	SILTS & CLAYS Liquid limit less than 50	INORGANIC	CL	Low-plasticity Clays
			ML	Non-plastic and Low-plasticity Silts
		ORGANIC	OL	Organic Silt and Clay of Low plasticity.
	SILTS & CLAYS Liquid limit less than 50	INORGANIC	CH	High Plasticity Clays
			MH	High Plasticity Silts
			ORGANIC	OH
HIGHLY ORGANIC SOILS			PT	Peat, Muck and Other Highly Organic Soils



Organics, debris and disturbed soils to be removed prior to placing structural fill to match adjacent existing grade. 26Jun20



Imported sand and gravel being placed on compacted and approved native sand and gravel subgrade. 27Jun20

CONSTRUCTION OBSERVATION PHOTOS
Proposed Warm Springs Ranch Subdivision
Block 1, Warm Springs Ranch PUD
1803 Warm Springs Road
Ketchum, Idaho



Imported sand and gravel placed in 10" loose lifts, watered and compacted with multiple passes of a vibrating smooth drum roller as structural fill. 29Jun20



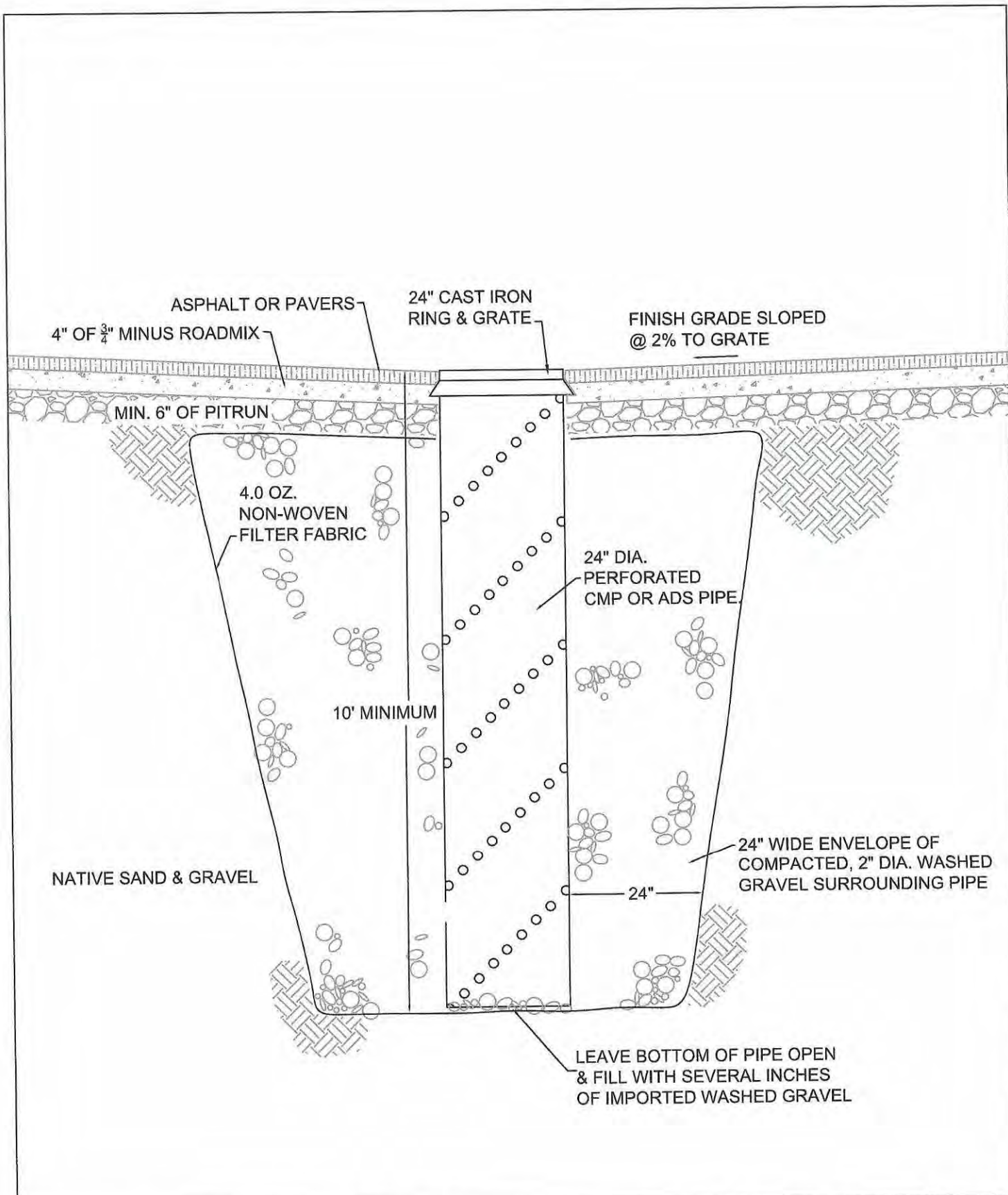
Up to 5 feet of imported sand and gravel placed to match adjacent existing grade. 1Jul20

CONSTRUCTION OBSERVATION PHOTOS
Proposed Warm Springs Ranch Subdivision
Block 1, Warm Springs Ranch PUD
1803 Warm Springs Road
Ketchum, Idaho



Site improvements consisting of excavation of unsuitable soils and placement of structural fill was concentrated on the west side of the project site where restaurant and ponds were removed. 1Jul20

CONSTRUCTION OBSERVATION PHOTOS
Proposed Warm Springs Ranch Subdivision
Block 1, Warm Springs Ranch PUD
1803 Warm Springs Road
Ketchum, Idaho



STORMWATER DRYWELL PROFILE

Proposed Warm Springs Ranch Subdivision
1803 Warm Springs Road
Ketchum, Idaho

Butler Associates, Inc.
P.O.B. 1034
Ketchum, ID 83340
208.720.6432
svgeotech@gmail.com

2-10-21

Not To Scale



City of Ketchum
Planning & Building

OFFICIAL USE ONLY

File Number: P 21-002

Date Received: 12/18/20

By: M Puddicombe

Fee Paid: \$6,300.00

Approved Date:

Denied Date:

By:

Floodplain Management Overlay Application

OWNER INFORMATION

Project Name: Warm Springs Ranch - Block 1

Owner Name: Brennan Holdings No 300 LLC

Mailing Address: PO Box 1991, Sun Valley, ID 83353

Phone:

Email: brennanholdings@gmail.com

PROJECT INFORMATION

Architect/Representative: Benchmark Associates, PA

Phone: 208-726-9512

Mailing Address: PO Box 733, Ketchum

Email: garth@bma5b.com

Engineer of Record: Benchmark Associates

Engineer Email: phoebe@bma5b.com

Legal Land Description: WARM SPRINGS RANCH RESORT PUD, BLOCK 1

Project Address: 1803 Warm Springs Road

Lot Area: 13.72 acres

Zoning District: Tourist (T)

Anticipated Use: Residential

Value of Construction: \$ N/A

TYPE OF CONSTRUCTION

<input type="checkbox"/> New	<input type="checkbox"/> Remodel	<input type="checkbox"/> Addition	<input type="checkbox"/> Other, please explain:
<input type="checkbox"/> Waterways Design Review	<input checked="" type="checkbox"/> Floodplain Development Road Construction	<input type="checkbox"/> Stream Alteration	

TOTAL FLOOR AREA N/A

Proposed	Existing
Basement:	
1 st Floor:	
2 nd Floor:	
3 rd Floor:	
Decks:	
Mezzanine:	
Total:	
Building Coverage: SF %	Curb Cut: SF %

PROPOSED SETBACKS N/A

Front:	Side:	Side:	Rear:
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ADDITIONAL INFORMATION

Building Height: N/A Parking Spaces Provided: N/A

Will Fill or Excavation Be Required? ☒ Yes ☐ No

If Yes, Amount in Cubic Yards Fill: 397 CY Excavation: 51 CY

Will Existing Trees or Vegetation Be Removed? Yes ☒ No ☐ (see riparian restoration plan)

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

Signature of Owner/Representative

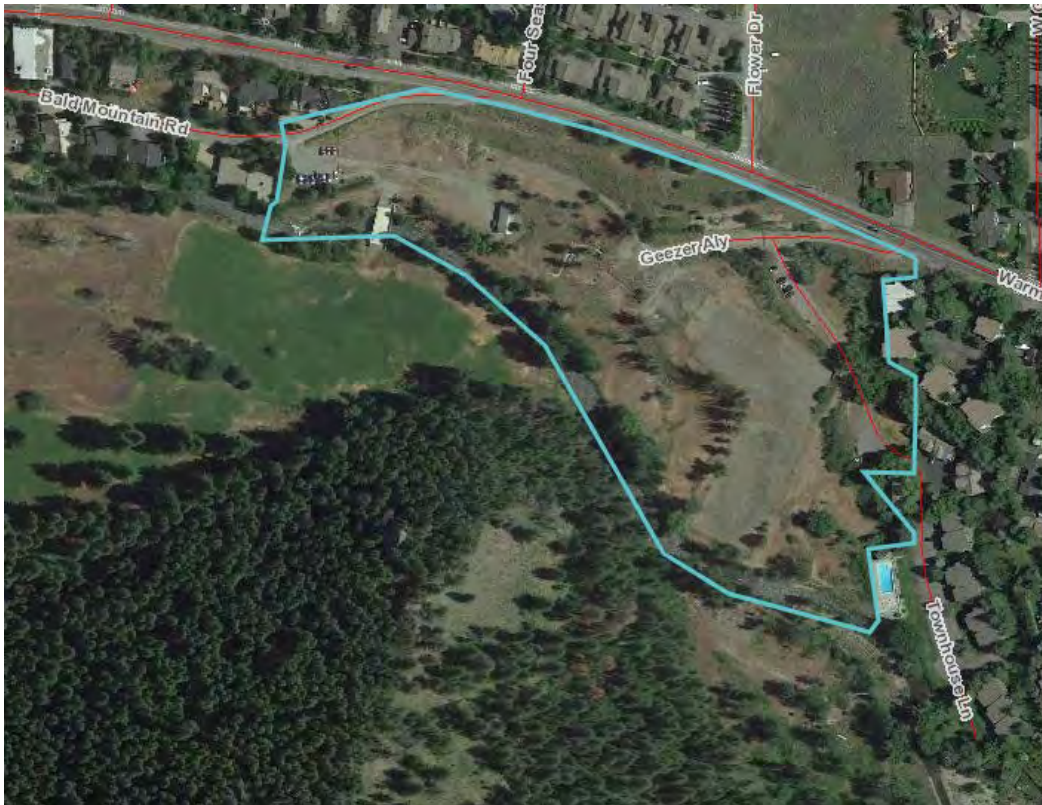
Date

WARM SPRINGS RANCH

FLOODPLAIN EVALUATION CRITERIA NARRATIVE & PROJECT DESCRIPTION

SUBMITTED FOR: Brennan Holdings, LLC

SUBMITTED BY: Benchmark Associates, P.A.
Project Engineer



SEPTEMBER 2020
DECEMBER 2020 - UPDATE

Project Description

A section of the proposed Mountain Creek Drive in the proposed Warm Springs Ranch Subdivision, Block 1 is within FEMA designated 100-year floodplain. Approximately three hundred feet (300') of the proposed private roadway will be in the floodplain as indicated on the preliminary plat. The preliminary plat application is submitted concurrently with this Floodplain Management Overlay Application.

We are applying for a permit to construct the identified section of roadway within the floodplain. We are proposing to keep the new road elevations at the existing elevations to the greatest extent possible. This will allow the road to flood during a 100-year event and will not adversely impact the function of the floodplain. However, there are small depressions in the existing grade that will require a small amount of fill to evenly grade the road. The impact of this fill will be mitigated by the borrow ditch on both sides of the proposed road which will allow for the conveyance of floodwaters.

Additionally, the former irrigation ditch within proposed Lot 1 and Lot 2 created a "finger" of floodplain just upstream of the existing bridge. This floodplain area consists of 0.05842 acres or 2,545 square feet with an approximate depth of twelve inches. We are also proposing to fill this abandoned irrigation ditch. Because it is a manmade ditch, this area is not part of the natural floodplain function of Warm Springs Creek. No reclamation of this former ditch will take place inside of the twenty-five foot (25') Riparian Setback.

Evaluation Criteria Narrative

The Floodplain Management Overlay Application requires the applicant to address the following standards of evaluation to obtain a permit. Our analysis follows:

1. Preservation or restoration of the inherent natural characteristics of the river and creeks and floodplain areas. Development does not alter river channel.

The development of Mountain Creek Drive does not include any work within the river channel and will not alter the channel in any way. The base flood elevation (BFE) in the subject area is 5820' which coincides with the existing elevation at 5820' and a few pockets sitting at 5819'. The new road is proposed at these same elevations and will not result in any change to the natural characteristics or function of the floodplain or the river channel.

The reclamation of the former irrigation ditch will not alter the river channel. Additionally, it will act to restore a more natural river flow and floodplain function by eliminating a manmade feature. The BFE in this area is 5826' with the existing, natural grade at the top of the ditch ranging from 5828' to 5829', well above the BFE.

2. Preservation of riparian vegetation and wildlife habitat, if any, along the stream bank and within the required minimum twenty-five-foot (25') setback or riparian zone. No construction activities, encroachment or other disturbance (mowing, pruning, or any other landscape activity) into the

twenty-five-foot (25') riparian zone, except for restoration, shall be allowed at any time without written city approval per the terms of this chapter.

The proposed road lies entirely outside the 25' riparian zone. In addition, there is no riparian vegetation in the proposed construction area.

Likewise, the reclamation of the abandoned irrigation ditch will take place outside the twenty-five foot (25') Riparian Setback.

3. No development, other than development by the city of Ketchum or development required for emergency access, shall occur within the twenty-five foot (25') riparian zone with the exception of approved stream stabilization work. The planning and zoning commission may approve access to property where no other primary access is available. Private pathways and staircases shall not lead into or through the riparian zone unless deemed necessary by the planning and zoning commission.

No development is proposed in either permit area within the 25' riparian zone.

4. A landscape plan and time frame shall be provided to restore any vegetation within the twenty-five foot (25') riparian zone that is degraded, not natural or which does not promote bank stability.

A riparian restoration plan is submitted with this permit application and the subdivision application to be heard concurrently.

5. New or replacement planting and vegetation shall include plantings that are low growing and have dense root systems for the purpose of stabilizing stream banks and repairing damage previously done to riparian vegetation. Examples of such plantings include: red osier dogwood, common chokecherry, serviceberry, elderberry, river birch, skunk bush sumac, Bebb's willow, Drummond's willow, little wild rose, gooseberry, and honeysuckle.

Consistent with number 4 above, a riparian restoration plan is submitted with this permit application and the subdivision application to be heard concurrently.

6. Landscaping and driveway plans to accommodate the function of the floodplain to allow for sheet flooding. Floodwater carrying capacity is not diminished by the proposal. Surface drainage is controlled and shall not adversely impact adjacent properties including driveways drained away from paved roadways. Culvert(s) under driveways may be required. Landscaping berms shall be designed to not dam or otherwise obstruct floodwaters or divert same onto roads or other public pathways.

The scope of work in this application does not include the construction of driveways. The road to be constructed is designed to remain at existing grade. The fill in this area is necessary to eliminate a small depression that does not substantially contribute to the floodplain function (no riparian vegetation, etc.). A net 6 CY will be placed in this area and will not diminish the overall carrying capacity of the floodplain. The grading and drainage plan that is part of the subdivision application submitted concurrently with this application details the drainage plan for this area.

The reclamation of the irrigation ditch will allow for sheet flooding in the event that flood waters exceed the BFE and will not diminish the carrying capacity of the natural floodplain. The proposed enhancement and restoration of riparian vegetation within the riparian zone will improve the current floodplain function in this area.

7. Impacts of the development on aquatic life, recreation, or water quality upstream, downstream or across the stream are not adverse.

There will be no adverse impact on aquatic life, recreation or water quality as a result of approving this application.

8. Building setback in excess of the minimum required along waterways is encouraged. An additional ten foot (10') building setback is encouraged to provide for yards, decks and patios outside the twenty-five foot (25') riparian zone.

No buildings are proposed in this application.

9. The top of the lowest floor of a building located in the one percent (1%) annual chance floodplain shall be a minimum of twenty-four inches (24") above the base flood elevation of the subject property.

No buildings are proposed in this application.

10. The backfill used around the foundation in the floodplain shall provide a reasonable transition to existing grade but shall not be used to fill the parcel to any greater extent. Compensatory storage shall be required for any fill placed within the floodplain. An LOMA-F shall be obtained prior to placement of any additional fill in the floodplain.

No buildings are proposed in this application.

11. All new buildings shall be constructed on foundations that are approved by a licensed professional engineer.

No buildings are proposed in this application.

12. Driveways shall comply with effective street standards; access for emergency vehicles has been adequately provided for.

No driveways are proposed in this application.

13. Landscaping or revegetation shall conceal cuts and fills required for driveways and other elements of the development.

Cuts and fills associated with this application are shown in Exhibit A. The net fill to construct the road is 6 CY and will be primarily concealed by the roadway itself. For non-roadway areas, the road

section (Private Road Section B) submitted with the subdivision application details a seven foot (7') landscaping strip on each side of the roadway that will conceal any cuts or fill.

The net fill associated with the reclamation of the abandoned irrigation ditch is 279 CY (including fill above the 5826' BFE noted in #1) and will be done in a way that restores the pre-ditch natural grade. There will be no obvious fill to conceal.

Numbers 14 - 16 are required only for Stream Alteration permits.

17. Where development is proposed that impacts any wetland, first priority shall be to move development from the wetland area. Mitigation strategies shall be proposed at time of application that replace the impacted wetland area with a comparable amount and/or quality of new wetland area or riparian habitat improvement.

There are no wetland, or potential wetland, areas impacted in the scope of this application.

Numbers 18 - 20 are required only for Stream Alteration permits.

EXHIBIT A





City of Ketchum
Planning & Building

OFFICIAL USE ONLY

File Number:	P21-003
Date Received:	12/18/20
Fee Paid:	\$2,900.00
By:	M Puddicombe
Approved Date:	
Denied Date:	
By:	

Development Agreement Application

APPLICANT INFORMATION

Project Name: Warm Springs Ranch

Applicant: Brennan Holdings No 300 LLC

Phone: Email: brennanholdings@gmail.com

Mailing Address: PO Box 1991, Ketchum

Co-Applicant:

Phone: Email:

Mailing Address:

Representative/Primary Contact: Kurt Eggers

Mailing Address: PO Box 953, Ketchum

Phone: 208-726-0988 Email: kurt@eggersassociates.com

PROJECT INFORMATION

Legal Land Description: Warm Springs Ranch Resort PUD, Blocks 1 - 8

Street Address: 1803 Warm Springs Road

Lot Area: ~ 78 acres

Zoning District: T and RU

Is Re-Zone Required? ☐ No If yes: To Zone: T to GR-L and T to GR-H

Overlay District: ☒ Flood ☒ Avalanche ☒ Mountain

Anticipated Use: residential and recreation

THE FOLLOWING TO BE INCLUDED WITH SUBMITTAL:

Title Report, including:

- Copy of the owner's recorded deed, applicant's option to purchase, or unrecorded contract of sale for such property.
- Copies of title exceptions as applicable.
- If applicant is not the owner of record, then written notarized consent of the owner(s) of record is required.

Architectural Plans of proposed construction (digital and one (1) copy 11" x 17") showing:

- Floor Plan
- All exterior elevations
- Section through the highest point of the building indicating existing, natural, and proposed grade, with dimensions. If the property is located in the CC community core zone, an analysis of the height invisible plane shall also be submitted.
- Type and color of exterior materials and roofing.
- Location and type of exterior lighting.
- Existing structures and land uses on and adjacent to the subject property.
- Adjacent roadways, proposed roadways, ingress and egress from said roadways, parking and pedestrian circulation and access.
- Property lines with dimensions, adjacent land uses, structures and zoning.
- Topography at one (1) foot intervals or spot elevations.
- Scale, north arrow, and legend.

<ul style="list-style-type: none"> • Existing watercourses, utility lines, easements, deed restrictions and other built or natural features restricting the use of the property. • Existing vegetation, labeled as to remain or to be removed. • Conceptual landscape plan that includes plant location, general species type and quantity.
<p>A draft development agreement consistent with §17.124.050 and §17.154. Three additional notes:</p> <ul style="list-style-type: none"> • For projects that include a PUD, it is recommended that both the standards of evaluation set forth in §16.08.080 and preliminary conditions of approval as set forth in §16.08.130 should be integrated into the agreement. • For projects with Design Review approval the duration of permit validity specified in §17.96 shall control unless otherwise specified and approved by the City Council. • To assure completion of project components, such as site restoration or completion of public infrastructure, the City may require a security deposit @ 150% of an approved engineering estimate.
<p>A written description of the proposed development, including the uses, and how it integrates and complements adjacent land uses.</p>
<p>A written narrative demonstrating compliance with the goals and policies of the Ketchum Comprehensive Plan.</p>
<p>A traffic analysis that includes roadways, proposed roadways, ingress and egress from said roadways, parking, pedestrian circulation and impacts to non-motorized and transit facilities.</p>
<p><u>For Zone Changes:</u> Signed and notarized statement by the applicant indicating that failure to comply with all commitments in the approved zoning development agreement shall be deemed consent to revert the zoning of the property to the pre-existing zone.</p>
<p>Phasing plan and proposed phasing schedule.</p>
<p>Written response, including electronic submission, in MS Word format, to §17.154.040.</p>
<p>Notes:</p> <ol style="list-style-type: none"> 1. The administrator, commission, or council may, at their discretion, reasonably require additional information prior to or during the review process. 2. The materials required in this subsection may be waived by the administrator after administrative review of the application should no need be found therefor.

I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

Signature of Owner/Representative Date

Signature of Co-Owner/Representative Date

WARM SPRINGS RANCH

DEVELOPMENT AGREEMENT APPLICATION SUPPLEMENT

SUBMITTED FOR: Brennan Holdings No 300, LLC

SUBMITTED BY: Benchmark Associates, P.A

Project Engineer



DECEMBER 2020

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Introduction

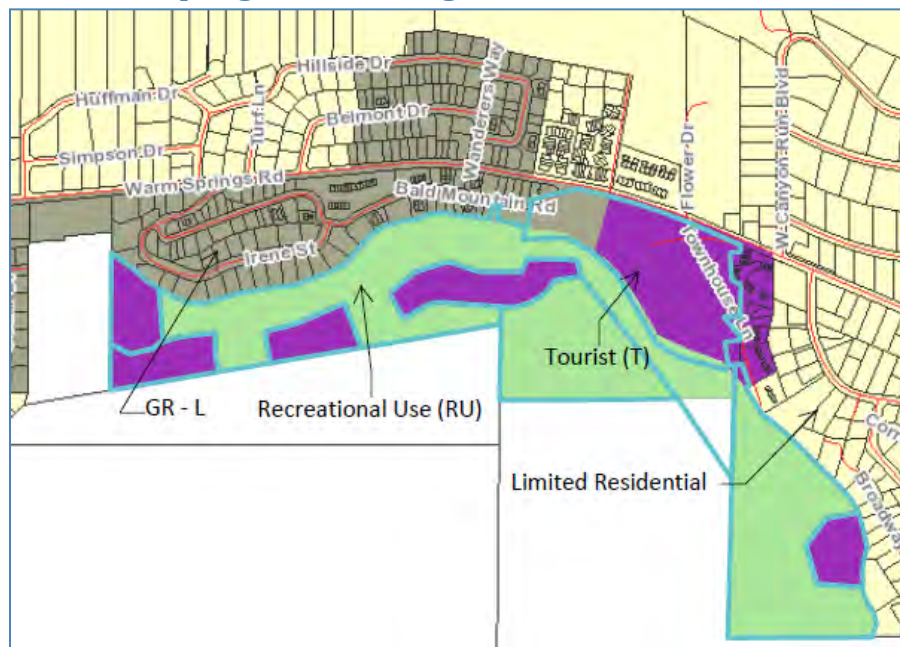
This document contains the supplemental information as required on Ketchum's Development Agreement Application form. The subject property, Warm Springs Ranch Resort PUD, is approximately 73 acres and subject to a Current Development Agreement (Inst. No. 640939). The applicant, Brennan Holdings No 300 LLC, seeks to terminate the Current Development Agreement (Inst. No. 640939) and replace it with the proposed new development agreement.

Description of the proposed development, including the uses, and how it integrates and complements adjacent land uses.

The Current Development Agreement entitles a hotel/resort development approved under a Planned Unit Development and Annexation Agreement on lands zoned Tourist (T) and Recreational Use (RU). The proposed development agreement includes residential and recreational uses with General Residential - Low Density (GR-L) and Recreational Use (RU) zoning districts.

Block 1 of the new Warm Springs Ranch Subdivision is 13.72 acres and will be down-zoned from Tourist (T) to General Residential - Low Density (GR-L). This GR-L zoning is adjacent to, and is a natural extension of, the approximately 140 acres of GR-L zoning lying to the east and the north of the subject property. The other land uses adjacent to the subject property are also residential with Tourist (T) and Limited Residential (LR) zoning districts.

Figure 1: Current Warm Springs Ranch Zoning



A written narrative demonstrating compliance with the goals and policies of the Ketchum Comprehensive Plan.

This development agreement application, along with the concurrent Large Block Plat Amendment and the Preliminary Plat application for Block 1, are compliant with and support the goals and policies in the Ketchum Comprehensive Plan in the following ways.

Chapter 1: Community Vision and Core Values. 4. A Variety of Housing Options

One of Ketchum's primary challenges in maintaining and creating the variety of housing options expressed as a core value in the Plan is that of single-family housing. This application supports this core value by adding new, highly desirable single-family housing on relatively small lots in an existing neighborhood.

"In order to maintain a strong economy with a base of jobs and a diverse demographic of residents, it is important for the community to provide a varied supply of housing choices - both year-round work force housing and second homes for seasonal residents."

Chapter 1: Community Vision and Core Values. 6. Exceptional Recreational Opportunities

"The outdoor recreation amenities and lifestyle are a key stimulus to our economy. Focused stewardship and marketing will solidify the value that the outdoors plays in our community."

This development agreement application excludes the south side of Warm Springs Creek (~59 acres). This will give the Ketchum community and the applicant additional time to consider and balance Ketchum's need for housing and its need for recreation before developing a plan for the remainder of the property.

Chapter 3: Housing:

Goal H-3: Ketchum will have a mix of housing types and styles.

As noted above, small lot, single-family homes in Ketchum are in short-supply. To the applicant's knowledge this is the first subdivision of more than 5 lots proposed in Ketchum in the past several years. The 36 lots proposed for Block 1 will extend and complement the "neighborhood feel" in Warm Springs and add to the quality and quantity of single-family homes in Ketchum.

The City should encourage the private sector, through land-use regulations and incentive programs, to provide a mixture of housing types with varied price ranges and densities that meet a variety of needs.

Chapter 4: Community Design and Neighborhoods:

Goal CD-1: Our community will preserve its small-town character and the distinct image of neighborhoods and districts.

Policy CD-1.3 Compatible Infill and Redevelopment Projects

The approximately 8,000 to 12,000 square foot lots proposed in this application provide a perfect complement to the Warm Springs Creekside Subdivision to the west and the Warm Springs

Infill and redevelopment projects should be contextually appropriate to the neighborhood and development in which they will occur.

Subdivisions #3 and #4 to the north. Contextually, the immediate area around the proposed development includes higher density residential uses developed under PUD agreements or prior to the current established zoning (The Fields, Limelight Condos, etc.) and larger sized (15,000 square foot +) lots.

Chapter 12: Future Land Use: 3. Infill and Redevelopment to Accommodate Growth

The proposed application represents a model infill development application. It ticks all the boxes for “one of the mainstays of the Plan” articulated in the block to the right. Warm Springs road is designated by the City of Ketchum as a collector road. It is along the Mountain Rides Blue Route and Bronze Route and will include the addition of a bus shelter provided by the applicant.

Warm Springs road also has the “bike path” along its length which provides cycling and walking access to the larger Wood River Trail system, the Warm Springs Base Area and downtown Ketchum.

“One of the mainstays of the Plan is the overall concept of adding residential density within strategic locations near major transportation corridor, downtown and activity centers. Adding units within areas already “built up” is the most sustainable development pattern, because it lessens the need for costly infrastructure improvements, including utilities and transportation services. It also makes walking, bicycling and transit more practical.”

Finally, the development site has existing water and wastewater, power, cable and telephone infrastructure at the site.

Comprehensive Plan Summary

As the name indicates comprehensive plans are intended to be all-inclusive and broad. Therefore, the citations above are only a sampling of how this application not only complies with the goals and policies of the Comprehensive Plan but supports those goals and policies as well. In addition, we have not identified any goals or policies in the Comprehensive Plan that this application conflicts with.

A traffic analysis that includes roadways, proposed roadways, ingress and egress from said roadways, parking, pedestrian circulation and impacts to non-motorized and transit facilities.

The Current Development Agreement and existing entitlements for the Warm Springs Ranch Resort PUD are supported by a comprehensive Traffic Impact Study (TIS). As we noted in the introduction to this supplemental document, we seek to terminate the Current Development Agreement and replace it with the proposed development agreement in this application. The new development agreement, if approved, represents a significant down-zone and a substantial decrease in the intensity and frequency of use from the current entitlement. It is reasonable to conclude that these lower density, less intensive uses will be supported by the existing infrastructure.

The development site will be accessed via Warm Springs and Bald Mountain Roads. The Warm Springs Ranch, Block 1 preliminary plat, submitted in concurrence with this application includes a substantial realignment and improvement to the existing Bald Mountain Road, which is substandard in several ways. The proposed development agreement includes provisions for public access to the south side of Warm Springs Creek and for a bus stop and shelter on the west side of Warm Springs Road.

Finally, we include the following excerpt from the Impact Statement for the preliminary plat application submitted concurrently with this application to further support these conclusions.

Roads and traffic

The development will be accessed via a combination of public and private roads. The existing Bald Mountain Road will be realigned and dedicated to the City of Ketchum. The existing Bald Mountain Road does not meet several current road standards, including grade and intersection approach angles and radii. The realignment of this road will add safety and make maintenance easier than the current configuration.

The lots that are not accessed from Bald Mountain Road will be accessed from a private road. This private road will be constructed to city standards for private roads and will be maintained by the Homeowners' Association.

The improvements to Bald Mountain Road, coupled with the addition of a privately maintained road, will result in no net impact on the City regarding road maintenance.

The development's local roads will be accessed via Warm Springs Road, a designated collector road.

Table 4 - Trip Generation Table¹

			Peak Hour Rate					
			AM (7-9)			PM (4-6)		
	Density	Daily Rate	Total	In	Out	Total	In	Out
(210) Single-family	1	10	0.75	25%	75%	1.01	63%	37%
WSR - 50% Build-out	18	180	14	3	11	18	11	7
WSR - 100% Build-out	36	360	27	7	20	36	23	13

The values in Table 5 above represent the raw values from the International Transportation Engineer's Design Standards Manual without any modifications. The Manual allows for reductions in trips for pass-by traffic, shared trips, transportation mode splits and other reductions. Additionally, the trips generated from a development typically get distributed among different access points in the surrounding road network. Table 5 does not take any of these factors into account. Therefore, we characterize the trip generation values in the table as very conservative.

When interpreting Table 5, the Daily Rate is the total number of trips expected in a 24 hour period. However, it is more useful to look at the peak hours to get an estimate of traffic impacts at critical times during the day. The AM Peak Hour is expected between 7:00 - 9:00 AM. At full build-out the AM Peak Hour is expected to generate 27 trips within the peak hour. Twenty (20) of those trips will be outbound from the development. This equates to one outbound trip from the development every 3 minutes. Likewise, the PM Peak Hour is expected to generate thirty-six (36) trips within one (1) hour. Twenty-three (23) of those trips will be inbound trips or one inbound trip every 2 minutes and 36 seconds. The current and proposed road designs and layouts will accommodate these projected traffic loads.

For Zone Changes: Signed and notarized statement by the applicant indicating that failure to comply with all commitments in the approved zoning development agreement shall be deemed consent to revert the zoning of the property to the pre-existing zone.

See attached document

Phasing plan and proposed phasing schedule.

Concurrent with this application we also submitted a plat amendment application. This plat amendment application will, if approved, replace the Warm Springs Ranch Resort PUD, Large Block Plat, Blocks 1-8 with the Warm Springs Ranch, Large Block Plat, Blocks 1-8. The subdivision of Warm Springs

¹ ITE Trip Generation, 10th Edition

Ranch, Block 1, also submitted concurrently with this application, represents Phase 1 and includes 36 residential lots. The proposed development agreement includes a provision to rezone Block 1 from the Tourist (T) zoning district to the General Residential - Low Density (GR-L) zoning district. Upon approval, Phase 1 will commence with a schedule that is in accordance with the Ketchum Subdivision ordinance, Title 16.

Blocks 2-8 of the Warm Springs Ranch Large Block Plat represents future phases of development. Blocks 2-8 will not be further developed without an amendment to the proposed development agreement or a new development agreement if/when further development is proposed.

Written response to §17.154.040: STANDARDS

A. Applicability: The standards identified in this section shall apply to all annexations and rezones involving zoning development agreements, unless otherwise waived by the administrator, commission or council.

This standard is applicable to this application.

B. Comprehensive Plan Compliance: The proposal is in conformance with and promotes the purposes and goals of the comprehensive plan, this title and other applicable ordinances of the city, and not in conflict with the public interest.

Our analysis of support for and compliance with the Ketchum Comprehensive Plan is included in the [Comprehensive Plan Section](#) above. In addition, the preliminary plat submitted in concurrence with this application demonstrates compliance with the Zoning and Subdivision Ordinances in Ketchum. Finally, there is no evidence in the record, this application conflicts with the public interest.

1. There will be no significant adverse effect(s) resulting from the proposed zone change and use(s) authorized upon the public health, safety and general welfare of the neighborhood or the community as a whole.

The proposed zone change in this application represents a significant down zone (Tourist to General Residential - Low density) with relation to density and more restrictive uses in the GR-L zone. The effects of this proposed zone change will have no significant adverse impacts on public health, safety or welfare.

2. Includes community or employee housing, as defined in section [16.08.030](#) of this code, for rezones requesting a higher density zone. Payment in lieu may be accepted for fractions of units as determined by the council.

This is not applicable as the proposed change is to a lower density zoning district.

C. Compliance With City Codes:

1. All design review standards in [chapter 17.96](#) of this code shall be carefully analyzed and considered for all proposals. This includes detailed analysis of building bulk, undulation and other design elements. The site plan should be sensitive to the architecture and scale of the surrounding neighborhood.

This is not applicable as no design review is proposed.

2. A project encompassing three (3) or more acres or otherwise meeting the requirements under subsection [16.08.080A](#) of this code is required to submit a planned unit development conditional use permit pursuant to [chapter 16.08](#) of this code.

This is not applicable as no PUD is proposed or required.

3. The project shall be in conformance with this title; title 16, "Subdivision Regulations", of this code; title 12, "Streets, Sidewalks, Public Utility Easements And Public Places", of this code, and all other applicable city ordinances and regulations

The preliminary plat application submitted concurrently with this application will be reviewed under the requirements in Title 16, Title 12 and the other applicable ordinances. This process will ensure compliance with this standard.



WARM SPRINGS RANCH SUBDIVISION

ADDENDUM TO FLOODPLAIN EVALUATION CRITERIA NARRATIVE FEBRUARY 11, 2021

Standard #8. Building setback in excess of the minimum required along waterways is encouraged. An additional ten foot (10') building setback is encouraged to provide for yards, decks, and patios outside the twenty five foot (25') riparian zone.

The proposal is for the subdivision only and is not specific to a particular lot or house design. The current code requirement is a 25' setback which is being proposed. Because anything more is merely a suggestion, it seems unnecessary and premature to add additional setbacks at this time. Offering the greatest flexibility to future property owners is reasonable.

Because, at this time, there are no specific building plans, it seems unnecessary to restrict creative design and architecture. For example, a U-shaped home where the patio is nestled between 2 wings of the house would provide outdoor living space without necessitating an additional setback. Another foreseeable option is the first floor is setback to allow a patio and the second floor extends over the patio for cover.

In addition, the HOA, through the plat and CC & R's, will have an easement across the 25' riparian setback to ensure the maintenance of a robust riparian ecosystem.

Lastly, through the permitting process for each individual lot, the city will have the opportunity to review any proposed buildings on a case-by-case basis to ensure they meet the desired requirements.

Attachment D:
Application
for a
Waiver of Requirements



Date: _____

File Number: _____

APPLICATION FOR A WAIVER OF REQUIREMENTS

Name: Brennan Holdings No 300, LLC

Phone No. (business): 208-726-9512 (home): _____

Mailing Address: PO Box 733, Ketchum

Project Address: 1803 Warm Springs Road

Legal Description: Warm Springs Ranch Resort PUD, Block 1

Zoning Designation: T being rezoned to GR-L

Overlay District: Flood ____ Avalanche ____ Pedestrian ____ Mountain ____

Please state with particularity the matters the applicant seeks waiver or deferral:

See attached "Engineering Standards Analysis" report Updated February 2021.

Please state how the waiver or deferral would not be detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area.

Based on the details in the report attached to this application, we submit to the city that the proposed plans and improvements associated with this application result in a safer environment and will contribute to and improve upon the public health, safety and welfare to the city's residents and the property owners in the immediate area.

Applicant's Signature: _____

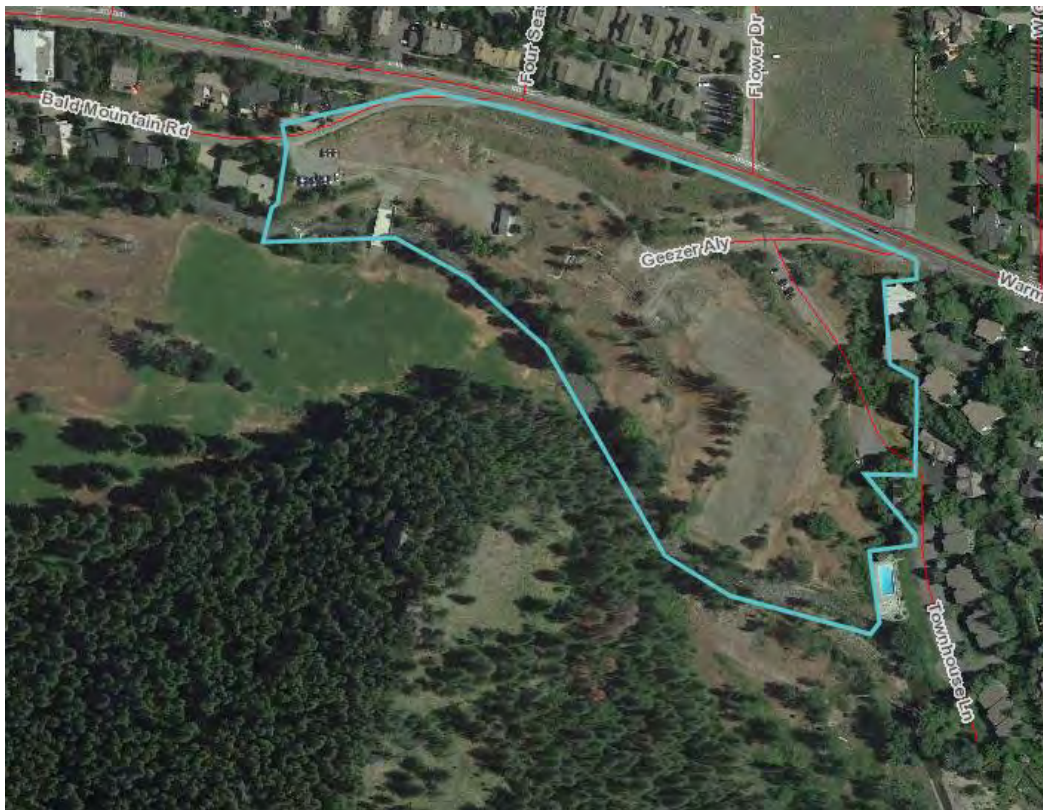
Date: _____

WARM SPRINGS RANCH

ENGINEERING STANDARDS ANALYSIS

SUBMITTED FOR: Brennan Holdings, LLC

SUBMITTED BY: Benchmark Associates, P.A.
Project Engineer



SEPTEMBER 2020
DECEMBER 2020 - UPDATED
JANUARY 2021 - UPDATED

Introduction

The Warm Springs Ranch Subdivision includes topography and other existing conditions that present both design challenges and opportunities. This report provides a summary of the improvements to the substandard existing road conditions. It also includes a summary of design standards that are not met and the reasons why they cannot be met.

Existing Conditions

The development site contains areas of significant grade and elevation changes. The lowest point in the southeast part of Block 1 is approximately forty feet (~40') below the highest elevation along Warm Springs Road in the northwest part of Block 1. The site includes two intersections with Warm Springs Road (Bald Mountain Road and Geezer Aly) that do not meet current street standards for grades, curve radii, sight distance, intersection angles, intersection approach grades and distance between intersections. These substandard roads and intersections will be realigned resulting in a safer, single intersection with Warm Springs Road. Figure 1 below is an illustration of the existing roads with 2' contours.

Figure 1: Existing Road Alignments and Grades



Table 1 below summarizes the key street design criteria in Ketchum's subdivision ordinance and Ketchum's Street Design, Construction and Repair ordinance, Titles 16 and 12 respectively. It provides a comparison of the existing conditions to the proposed conditions after the improvements are completed.

Table 1: Intersection Criteria Summary

	Distance to nearest intersection	Intersection Angle (approx.)	Approach length & grade (approx.)	Pavement width (GIS)	Sight distance (approx.)
Existing Roads					
Bald Mt. Road/WSR (existing)	56'	<20°	40' @ 7.5%	24'	<200'
Geezer Aly/WSR (existing)	310'	<35°	40' @ 5.0%	18'	<200'
Improved Roads					
New Bald Mt. Road/WSR	450'	90°	>75' @ 2.0%	26'	>200'
Mountain Creek Drive/New Bald Mt. Road (upper)	390'	90°	40' @ 2.0%	26'	TBD
Mountain Creek Drive/New Bald Mt. Road (lower)	240'	90°	40' @ 2.0%	26'	TBD

The existing sight distances are difficult to estimate due to the extremely sharp intersection angles both roads make with Warm Springs Road. These angles present significant intrusion into site lines particularly for drivers with limited ability to turn their heads to look over their shoulders. The approach lengths and grades are measured from the centerline of Warm Springs Road and offer a liberal assessment of the length available for a vehicle to stop on a relatively flat surface before merging onto Warm Springs Road. In reality, Geezer Aly offers about one car length of relatively flat surface while Bald Mt. Road has less than one car length.

New Road and Road Realignment Design Objectives

The engineering design for the site reflects two primary objectives:

1. Improve the safety over the existing conditions, and
2. Meet the City of Ketchum design standards

Improving the safety

The realigned road network eliminates the existing Bald Mt. Road/Warm Springs Road intersection and the Geyser Ally (Townhouse Lane)/Warm Springs Road intersection and creates a single intersection with Warm Springs Road that is aligned at 90° and is also aligned with Flower Drive on the north side of Warm Springs Road. This improvement creates an engineered 4-way intersection and eliminates the existing substandard distances to the nearest intersection and the two substandard intersection angles.

This realignment creates sight distances in excess of 200' at the Bald Mt. Road/Warm Springs Road intersection. Less obvious in plan view is the creation of an approach in excess of 75' at a grade of 2.0%. This will allow multiple vehicles to stop and queue (if necessary) on a flat surface before entering onto Warm Springs Road. The intersection will be stop controlled at Bald Mountain Road & Flower Drive (Warm Springs Road traffic will not be stopped).

The improvements noted in the paragraphs above are realized by connecting the new Mountain Creek Drive (private) and Townhouse Lane (private) to the realigned Bald Mt. Road. These intersections will be stop controlled on the private streets - traffic on Mountain Creek Drive will not be stopped.

Design Standards

In order to achieve the safety objectives detailed above, the engineering design deviates from certain city standards. The impacts of these deviations are minimized by putting them in the areas with the least traffic volumes (i.e. Bald Mt. Road/Mountain Creek Drive intersections vs. Bald Mt. Road/Warm Springs Road intersection). All of the City of Ketchum street design standards in Titles 12 and 16 are met with the following five (5) exceptions:

1. Design Speed (12.04.030.B.6) - the minimum design speed for Ketchum public streets is 35 mph, unless otherwise specified by the city. We are asking the city to endorse a Bald Mt. Road design speed of 25 mph and a Mountain Creek Drive design speed of 20 mph. We believe these are appropriate design speeds for local residential and private streets.
2. Street Grades (16.04.040.H.5; 12.04.030.C.1) - there are two locations that exceed seven percent (7%) grade. One is an approximate 150' section of Mountain Creek Drive (private, 10.0%). The other is an approximate 200' section of Bald Mt. Road (public 7.6%). These grades are the result of two things. First is the natural grade. This is also the main cause of the current substandard roads in the development area. Second, is that by providing the 'flat approaches' and improving safety at the intersection, this segment of road gets steeper. We believe the safety gained at the intersection is greater than any safety surrendered by the street grade at 7.6%. Appropriate speed limits will be posted. Fire access is provided via Bald Mt. Road.

3. Connecting Curves (16.04.040.H.10) - Mountain Creek Drive includes two centerline curves with radii less than 125' (117' and 83'). We believe these radii are appropriate for private residential streets and the design speeds noted above. Appropriate speed limits will be posted.
4. Intersection 'flat section' (12.04.030.D.3) - As noted in the previous section the topography does not allow the existing roads to meet this standard. Our design improves upon the existing condition but does not meet the 75' standard in three locations; Bald Mt. Road/Mountain Creek Drive (upper and lower) and Mountain Creek Drive/Townhouse Lane. As we noted above, our design intentionally meets this standard for the more busy intersection (Bald Mt. Road/Warm Springs Road) at the expense of these intersections. The flat section in our design is 40' and will provide a flat area for at least one car length. We have mitigated the need for longer flat sections by spreading the shorter flat sections among three intersections that see less traffic than the main intersection with the collector street (Warm Springs Road). This main intersection meets the 75' at 2% standard.
5. Cuts, Fills Grading (16.04.040.N6) - in support of the safety improvements above, our design includes areas where fill slopes will be a maximum of 2:1 horizontal to vertical. The primary areas for these fill slopes are at the Bald Mt. Road and Townhouse Lane intersection and on the southern portion of Smelter Circle. These fill slopes will be constructed to the recommendations of, and under the supervision of the project geotechnical engineer.

Summary

This project site presents topographical challenges not typical in most areas of the city. Portions of the roadway infrastructure on the proposed development site and in the adjacent neighborhoods are substandard due to the unique characteristics of the property. Our engineering design objectives result in a much safer layout and design than what the existing conditions provide. We were able to meet all of the city design standards except as noted in this report. We request the city review the standards, review and evaluate the improvements proposed in the engineering plans and balance those improvements with the deviations required to make those improvements a reality and approve the waivers as requested.

The applicant team submits to the city that the approval of the infrastructure improvements associated with this preliminary plat application will result in a safer access to, and through, the development site. The waivers requested from the city standards in this report are necessary to accomplish these safety improvements. The natural and human made conditions on the site that make these waivers necessary are not the result of any actions taken by the applicant. Finally, we submit to the city that these improvements will result in safer conditions than those that currently exist and therefore will contribute to, and not be detrimental to, the public health, safety and welfare of Ketchum's residents, visitors and the property owners in the immediate area.

Attachment E:

Option Agreement

OPTION AGREEMENT

THIS OPTION AGREEMENT (this “Agreement”) dated as of _____, 2021, is by and among Brennan Holdings No. 300, LLC, an Idaho limited liability company (“Optionor”) and the City of Ketchum, Idaho, a municipal corporation (“Optionee”, and together with Optionor the “Parties”).

RECITALS

A. Optionor is the owner of the real property in the City of Ketchum, Idaho described as Blocks 2 through 8, Warm Springs Ranch Large Block Plat according to the plat thereof recorded as Instrument No. _____, records of Blaine County, Idaho a copy of which is attached hereto as Exhibit A (“Property”).

B. Optionee desires to obtain an option to purchase the Property from Optionor and Optionor is willing to grant an option to purchase the Property to Optionee on the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Option. For and in consideration of the sum of one dollar and other valuable consideration received, Optionor hereby grants to Optionee the exclusive right and option (“Option”) to purchase the Property from Optionor. The purchase price (“Purchase Price”) for the Property shall be nine million dollars (\$9,000,000). Optionee’s exclusive right and option to purchase the Property herein provided shall be exercisable by Optionee, in accordance with the terms hereof, at any time (provided this Option has not been terminated pursuant to the terms hereof) during the six (6) month period which commences on the date the Warm Springs Ranch Development and Rezoning Agreement between the Parties (“Development Agreement”) is recorded in the records of Blaine County, Idaho (such time period being hereinafter referred to as the “Option Period”). The Option period shall be automatically extended for an additional six (6) month period after the first six (6) period provided the Optionee has raised or has funding commitments totaling \$4.5 million dollars towards the purchase of the Property.

2. Exercise. The Option herein granted to Optionee shall be exercisable by delivery of written notice by Optionee to Optionor of its unconditional exercise of the Option to purchase the Property. Such notice shall be delivered to Optionor either by personal delivery or by certified or registered United States mail, postage prepaid, return receipt requested, addressed to Optionor at the address provided for Optionor in Section 9 of this Agreement.

3. Binding Contract. In the event Optionee exercises its Option to purchase the Property, this Option shall thereupon become and be a legally enforceable and binding contract

for the purchase by Optionee and sale by Optionor of the Property, in accordance with the terms and conditions herein provided. In the event Optionee fails to exercise the Option within the Option Period, this Option shall automatically terminate, and in the event of such termination, both parties shall be released from any further obligations hereunder, except for liabilities, actual or contingent, which arose prior to the date of termination. Optionor agrees not to sell, transfer, mortgage or otherwise encumber the Property during the Option Period.

4. AS IS Purchase: Optionee is relying solely upon Optionee's inspections as to the condition of the Property. Optionor is not making, has not made and expressly disclaims any representations or warranties, express or implied, with respect to any aspect, feature or condition of the Property, including, without limitation, the existence of hazardous waste, or the suitability of Property for Optionee's intended use. Optionee shall independently verify all information and reports regarding any aspect or feature of the Property provided by Optionor. Optionor does not guaranty the accuracy of any information or reports provided by Optionor, its agents or consultants. Optionee is purchasing the Property in "As Is" condition with all faults, including both latent and patent defects. As used herein "hazardous waste" shall mean any hazardous waste or pollutants, contaminants or hazardous waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1990 and any amendments thereto, the Resource Conservation and Recovery Act and any amendments thereto or any similar state, local or federal law, rule or regulation, including, without limitation, asbestos, PCBs, petroleum and petroleum products and urea-formaldehyde.

5. Use of Property. Optionee agrees that the Property shall be used as a passive park for open space and that purpose shall be reflected in the Deed transferring ownership of the Property. Public facilities to improve access, provide sanitation facilities, and restore Warm Springs Creek and its riparian zone and floodplain shall be expressly permitted. Optionee agrees that the Property shall be used as a passive park for open space. No uses may occur on the Property beyond those uses that exist at the time the Option is executed without the mutual consent of the City of Ketchum and Brennan Holdings. Such limitations shall be reflected in the Deed transferring ownership of the Property.

6. Optionee's Conditions: Notwithstanding the exercise of this Option by Optionee, Optionee may terminate the Contract formed by the exercise of the Option unless each of the following conditions have been met or waived by Optionee on or before the Closing Date (hereinafter defined):

(a) Condition of Title. Title to the Property shall be conveyed by Special Warranty Deed ("Deed") and shall be free and clear of all liens, encumbrances, easements, assessments, restrictions, and tenancies, whether recorded or unrecorded, except those shown on Exhibit "B" attached hereto and made a part hereof, the lien of taxes not yet due and payable, and the title insurer's standard printed exceptions ("Permitted Exceptions"). The Permitted Exceptions shall include the Development and Rezoning Agreement attached hereto as Exhibit "C".

(b) Title Insurance. Escrow Holder shall be prepared to deliver to Optionee, upon closing, an Owner's Policy of Title Insurance, in the full amount of the purchase

price, insuring fee simple title to the Property to be vested in Optionee, subject only to the Permitted Exceptions.

7. Closing: Within two (2) days from the date of the exercise of the Option by Optionee, Optionee shall open escrow with Blaine County Title, Inc., Ketchum, Idaho (“Escrow Holder”). Closing shall occur on the tenth (10th) business day following the date of Optionee’s exercise of the Option (“Closing Date”). In the event closing does not occur on the Closing Date for reasons other than the default of Optionor, Optionor may terminate the Contract formed by the exercise of this Option by giving five (5) days’ written notice to Optionee. If closing has not occurred within five (5) days after giving such notice, the Contract formed by the exercise of this Option shall automatically terminate and neither Optionee nor Optionor shall have any further obligations to the other and Optionor shall be entitled to retain the Option consideration paid by Optionee. On or before the Closing Date the parties shall deposit the following with Escrow Holder: (a) Optionor shall deposit a duly executed and acknowledged Deed conveying the Property to Optionee, (b) Optionee shall deposit the purchase price in immediately available funds, and (c) both parties shall provide instruction to the Escrow Holder to disburse the entire purchase price to Optionor upon recordation of the Deed, and when Escrow Holder is in a position to issue the title policy required by Section 5(b).

8. Costs: Optionee shall pay the costs of recording the Deed conveying Property to Optionee. Any escrow fees shall be paid equally by both parties. Taxes and assessments shall be prorated as of the Closing Date. For the purposes of prorations, Optionee shall be deemed to have owned the Property for the entire Closing Date. Optionee shall pay the cost of Optionee’s Owner’s Policy of Title Insurance. All other costs including all other recording fees, any state documentary stamps, transfer taxes and excise taxes shall be paid by Optionee.

9. Default: Time is of the essence of this Option. Upon the failure of either party to perform their obligations hereunder, such party shall be deemed to be in default. Upon a default occurring, and failure of the defaulting party to cure such default within the cure period described below), the non-defaulting party may at its election:

(a) If the defaulting party is the Optionor, Optionee may terminate this Agreement or the contract formed by the exercise of the Option by written notice to the Optionor, or (ii) pursue its legal or equitable remedies;

(b) If the defaulting party is Optionee, Optionor may (i) terminate the contract formed by the exercise of the Option by written notice to Optionee, or (ii) pursue its legal remedies including money damages, or (iii) its equitable remedies including seek specific performance of this Agreement or the contract formed by the exercise of the Option.

The parties declare it to be their intent that this Agreement and the contract formed by the exercise of the Option may be specifically enforced. A defaulting party shall have the right to cure any default within five (5) days following receipt of notice of default from the non-defaulting party.

10. Notices: All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, U.S. Mail, certified, return receipt requested, or other reliable

delivery service such as Federal Express or UPS, postage or delivery charges prepaid, addressed to the appropriate party at the address set forth below:

If to the Optionor: Brennan Holdings No. 300, Post Office Box 1991, Sun Valley, Idaho 83353, Attention: Robert M. Brennan, Managing Member

With a copy to: Lawson Laski Clark, PLLC, Post Office Box 3100, Ketchum, Idaho 83340, Attention: Edward A. Lawson

If to Optionee: City of Ketchum, Post Office Box 2315, Ketchum, Idaho 83340
Attention: City Administrator

All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term “*receipt*” shall mean the earlier of any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt, (b) the date of receipt of the notice or other document by the person or entity to whom it was addressed, or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (i) the date of the attempted delivery or refusal to accept delivery, (ii) the date of the postmark on the return receipt, or (iii) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

11. Miscellaneous

A. *Expenses.* Except as otherwise provided in this Agreement, or as otherwise agreed to in writing by the parties, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

B. *Rules of Construction.* The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

C. *Counterparts.* This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

D. *Entire Agreement.* This Agreement, together with the Exhibits and Schedules hereto, and any documents delivered by the parties in connection herewith constitutes the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties hereto, or any of them, with respect to the subject matter hereof.

E. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho without regard to its rules of conflict of laws.

F. *Severability.* In the event that any one or more provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and the parties shall use their reasonable best efforts to substitute a valid, legal, and enforceable provision which, insofar as practicable, implements the original purposes and intents of this Agreement.

G. *Assignment; Reliance of Other Parties.* Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any of the parties hereto in whole or in part (whether by operation of law or otherwise) without the prior written consent of the other parties and any attempt to make any such assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. This Agreement (including the documents and instruments referred to herein) is not intended to confer upon any Person other than the parties hereto any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

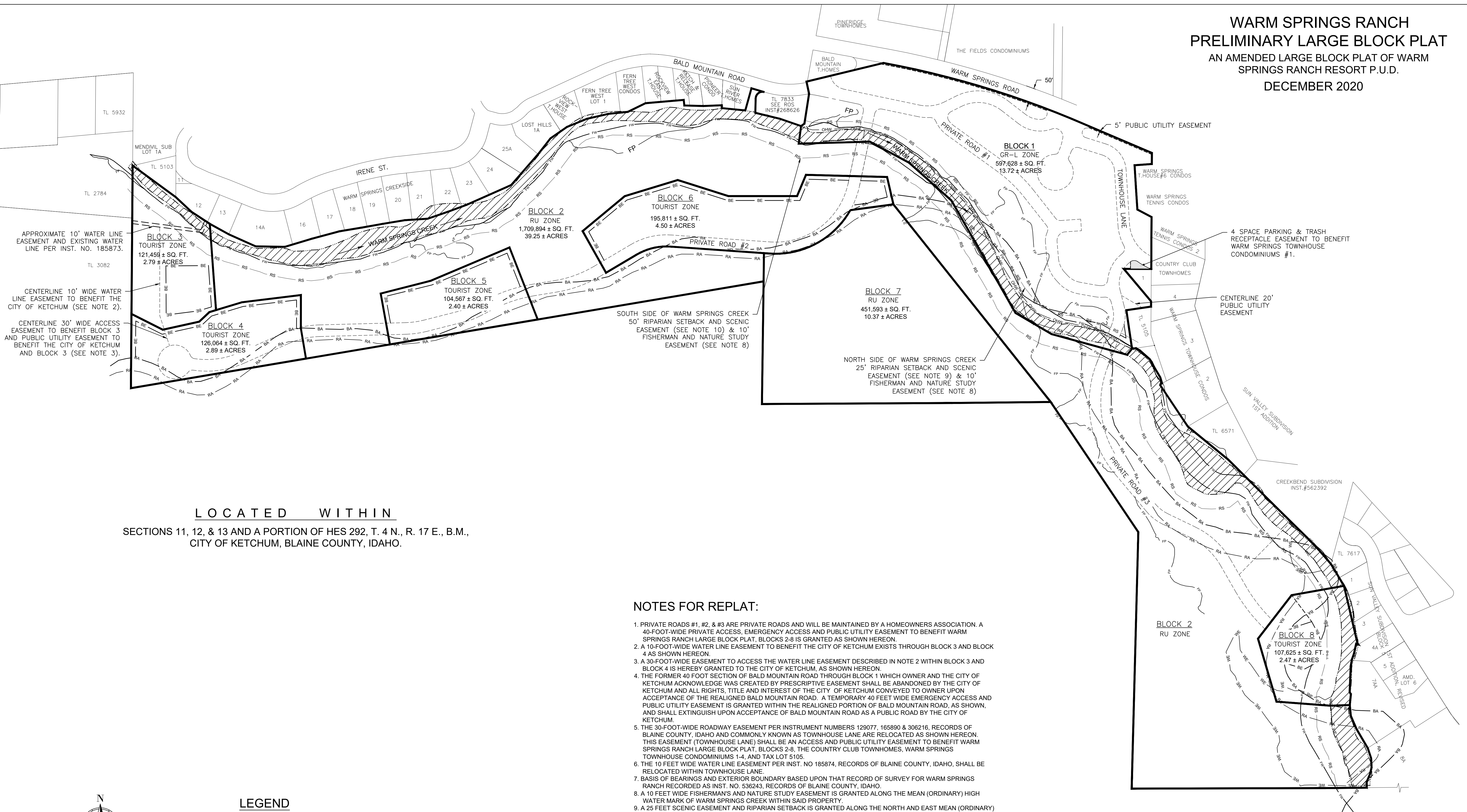
Brennan Holdings No. 300, LLC,
an Idaho limited liability company

City of Ketchum, Idaho, a municipal
corporation

By: _____
Robert M. Brennan, Managing Member

By: _____
Neil Bradshaw, Mayor

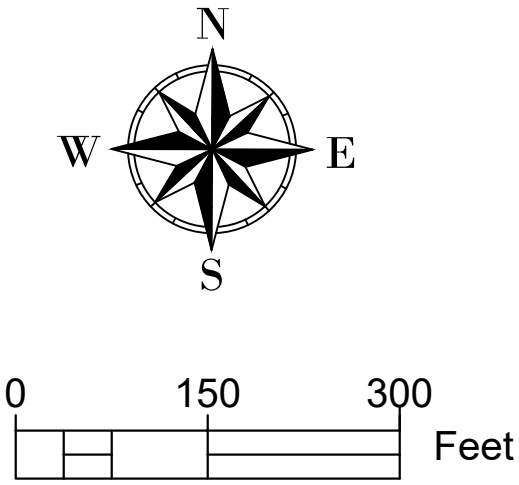
WARM SPRINGS RANCH
PRELIMINARY LARGE BLOCK PLAT
AN AMENDED LARGE BLOCK PLAT OF WARM
SPRINGS RANCH RESORT P.U.D.
DECEMBER 2020



LOCATED WITHIN
SECTIONS 11, 12, & 13 AND A PORTION OF HES 292, T. 4 N., R. 17 E., B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO.

NOTES FOR REPLAT:


- PRIVATE ROADS #1, #2, & #3 ARE PRIVATE ROADS AND WILL BE MAINTAINED BY A HOMEOWNERS ASSOCIATION. A 40-FOOT-WIDE PRIVATE ACCESS, EMERGENCY ACCESS AND PUBLIC UTILITY EASEMENT TO BENEFIT WARM SPRINGS RANCH LARGE BLOCK PLAT, BLOCKS 2-8 IS GRANTED AS SHOWN HEREON.
- A 10-FOOT-WIDE WATER LINE EASEMENT TO BENEFIT THE CITY OF KETCHUM EXISTS THROUGH BLOCK 3 AND BLOCK 4 AS SHOWN HEREON.
- A 30-FOOT-WIDE EASEMENT TO ACCESS THE WATER LINE EASEMENT DESCRIBED IN NOTE 2 WITHIN BLOCK 3 AND BLOCK 4 IS HEREBY GRANTED TO THE CITY OF KETCHUM, AS SHOWN HEREON.
- THE FORMER 40 FOOT SECTION OF BALD MOUNTAIN ROAD THROUGH BLOCK 1 WHICH OWNER AND THE CITY OF KETCHUM ACKNOWLEDGE WAS CREATED BY PRESCRIPTIVE EASEMENT SHALL BE ABANDONED BY THE CITY OF KETCHUM AND ALL RIGHTS, TITLE AND INTEREST OF THE CITY OF KETCHUM CONVEYED TO OWNER UPON ACCEPTANCE OF THE REALIGNED BALD MOUNTAIN ROAD. A TEMPORARY 40 FEET WIDE EMERGENCY ACCESS AND PUBLIC UTILITY EASEMENT IS GRANTED WITHIN THE REALIGNED PORTION OF BALD MOUNTAIN ROAD, AS SHOWN, AND SHALL EXTINGUISH UPON ACCEPTANCE OF BALD MOUNTAIN ROAD AS A PUBLIC ROAD BY THE CITY OF KETCHUM.
- THE 30-FOOT-WIDE ROADWAY EASEMENT PER INSTRUMENT NUMBERS 129077, 165890 & 306216, RECORDS OF BLAINE COUNTY, IDAHO AND COMMONLY KNOWN AS TOWNHOUSE LANE ARE RELOCATED AS SHOWN HEREON. THIS EASEMENT (TOWNHOUSE LANE) SHALL BE AN ACCESS AND PUBLIC UTILITY EASEMENT TO BENEFIT WARM SPRINGS RANCH LARGE BLOCK PLAT, BLOCKS 2-8, THE COUNTRY CLUB TOWNHOMES, WARM SPRINGS TOWNHOUSE CONDOMINIUMS 1-4, AND TAX LOT 5105.
- THE 10 FEET WIDE WATER LINE EASEMENT PER INST. NO 185874, RECORDS OF BLAINE COUNTY, IDAHO, SHALL BE RELOCATED WITHIN TOWNHOUSE LANE.
- BASIS OF BEARINGS AND EXTERIOR BOUNDARY BASED UPON THAT RECORD OF SURVEY FOR WARM SPRINGS RANCH RECORDED AS INST. NO. 536243, RECORDS OF BLAINE COUNTY, IDAHO.
- A 10 FEET WIDE FISHERMAN'S AND NATURE STUDY EASEMENT IS GRANTED ALONG THE MEAN (ORDINARY) HIGH WATER MARK OF WARM SPRINGS CREEK WITHIN SAID PROPERTY.
- A 25 FEET SCENIC EASEMENT AND RIPARIAN SETBACK IS GRANTED ALONG THE NORTH AND EAST MEAN (ORDINARY) HIGH WATER MARK OF WARM SPRINGS CREEK WITHIN SAID PROPERTY.
- A 50 FEET SCENIC EASEMENT AND RIPARIAN SETBACK EASEMENT IS GRANTED ALONG THE SOUTH AND WEST MEAN (ORDINARY) HIGH WATER MARK OF WARM SPRINGS CREEK WITHIN SAID PROPERTY.
- A FOUR SPACE PARKING AND TRASH RECEPTACLE EASEMENT TO BENEFIT WARM SPRINGS TOWNHOUSE CONDOMINIUMS #1 IS GRANTED WITHIN BLOCK 1 AS SHOWN HEREON.
- THE FLOODPLAIN SHOWN IS BASED ON THE FLOOD INSURANCE RATE MAP (MAP NO. 16013C0434E) FOR BLAINE COUNTY, IDAHO (FEMA 2010).
- AVAILANCE WARNING:
PORTIONS OF THE WARM SPRINGS RANCH CONTAIN AVAILANCE HAZARDS. THESE HAZARDS ARE IDENTIFIED ON THIS PLAT AND ARE DERIVED FROM THE AVAILANCE HAZARD AND MAPPING ANALYSIS: WARM SPRINGS RANCH PREPARED BY ARTHUR MEARS, P.E., INC IN APRIL, 2001. THE AVAILANCE HAZARD SHOWN IS BASED ON CONDITIONS IN 2001. THE CURRENT CONDITIONS ARE SUBJECT TO CHANGE DUE TO HUMAN ACTIVITY OR NATURAL OCCURRENCES. THE AREAS IDENTIFIED ON THIS PLAT AS EITHER RED OR BLUE AVAILANCE SHALL HAVE RESTRICTED RECREATION ACCESS BETWEEN DECEMBER 15 AND APRIL 1 OF EACH YEAR.
- EXISTING WATER AND SEWER MAINS WITHIN PORTIONS OF BLOCK 1 ARE TO BE RELOCATED TO NEW EASEMENTS DURING DEVELOPMENT. THE EXISTING LOCATIONS ARE NOT SHOWN HEREON.
- REFER TO THE WARM SPRINGS RANCH REZONE AND DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. _____ RECORDS OF BLAINE COUNTY, IDAHO.



LEGEND

- PARCEL / BLOCK BOUNDARY
- ADJOINING PROPERTY LINES
- EASEMENT LINE - TYPE & WIDTH AS SHOWN
- BUILDING ENVELOPE
- 1% ANNUAL CHANCE FLOOD LINE - PER FEMA 2010
- FLOODWAY - PER FEMA 2010
- ORDINARY HIGH WATER
- RIPARIAN SETBACK FROM OHW
- BLUE AVAILANCE LINE(SEE NOTE 13)
- RED AVAILANCE LINE (SEE NOTE 13)
- WARM SPRINGS CREEK
- WETLANDS, PER SAWTOOTH ENVIRONMENTAL (CIRCA 2010)

P1
LARGE BLOCK PLAT



WARM SPRINGS RANCH
LOCATED WITHIN
SECTION 12, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, IDAHO
PREPARED FOR : BRENNAN HOLDINGS, LLC.

PROJECT NO. 20071	DWG BY: PLJ	CRD: 20071.CRD	20071 LARGE BLOCK PLAT.DWG
A LARGE BLOCK PLAT	DATE: 12/16/2020	SHEET: 1 OF 1	

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

Public Comment

From: [Susan McGuigan](#)
To: [Suzanne Frick](#)
Subject: Warm Springs Ranch
Date: Wednesday, March 10, 2021 2:05:29 PM

Hello Suzanne,

Please include my comments below regarding the Warm Springs Ranch application to the Ketchum City Council for their March 15th meeting.

Dear Members of the Ketchum City Council:

My husband, Jim and I are adjacent neighbors to the Warm Springs Ranch project, and as we explained in our previous letter to the Planning and Zoning Commission, dated February 16th, we support Mr. Brennan's proposal to build single family homes in our neighborhood rather than a large ill-conceived resort project.

We are especially pleased that Mr. Brennan and the City of Ketchum have reached agreement on the option to purchase the approximately 65 acres south of Warm Springs Creek, currently known as the "dog park". We understand that the City will undertake a capital campaign over the next 6-12 months in order to raise the \$9 million dollars needed to purchase the property, so that the property can be preserved as a "passive park for open space". As neighbors and supporters of open space preservation we hope to work with the community to make this dream come true.

Clearly it will take many months to raise the millions of dollars needed in order to purchase the property from Mr. Brennan, and during that time we ask that the City consider assisting Mr. Brennan in managing the public uses of the "dog park". Bob has done an admirable job over the past year, but the intensity of use of the property has increased dramatically. In order to prevent environmental damage to the clean water and pristine riverine ecology of Warm Springs Creek, some simple measures could be undertaken through agreement with the owner and the City.

For instance, this summer possibly due to the pandemic, we experienced hundreds of people and more hundreds of dogs daily using the property. Most were respectful of the land, but many were not. We saw large gatherings of people and their dogs even after dark, there was drinking, littering, trespassing, with many trampling down steep slopes destroying sensitive riparian habitat. The park needs to be managed, just like any park. Rules of appropriate uses should be posted with clear direction on hours of operation and lists of prohibited uses.

We are hopeful the City can work with Mr. Brennan and the community to preserve the environmental quality of Warm Springs Creek and this beautiful parcel of land. The "dog park" needs to be managed even during the months while the capital campaign is underway. With so many people visiting the area daily, it may be hard for Mr. Brennan alone to manage a 65 acre park open to the public. He is kind enough to open his private land to the public, it is time to ask the public to help him manage it safely. Perhaps it is a simple matter of signage and some police patrol after hours to keep the area safe, but please consider our concerns in your deliberations.

Best,
Susan and Jim McGuigan

March 9, 2021

Ketchum Department of Planning and Building
PO Box 2315
Ketchum, ID 83340

Re: Warm Springs Ranch 1803 Warm Springs Road Proposal

Dear Sirs and Madams,

We are submitting this letter to provide comments and questions regarding the Warm Springs Ranch Development proposal and specifically with regard to the inevitable affect to traffic flow on Warms Springs Road. We have read the Staff Report dated February 23, 2021 and thank you for the information.

We understand from this report that the proposal for access to the project will be a single access point via a rerouted Bald Mountain Road across from Flower Drive. We are aware of the existing issues with the current Bald Mountain Road and Geezer Alley intersections and do not debate the need to find solutions.

We are submitting these questions to request answers regarding how traffic flow and volume is being analyzed and addressed. The addition of 36 homes will obviously have impact but my concerns and questions relate to the affect of a single access point for not only the new 36 home sites but also the public access to the south side of Warms Springs Creek, existing residents of Bald Mountain Road, existing residents of Country Club Townhomes and existing residents of Warm Springs Townhouse Condos.

We would appreciate information on the following items:

1. Staff Report Page 345/ Warm Springs Ranch Development Agreement Application Supplement Page 6 / Table 4 – Trip Generation Table
 - a. This data appears to address the 36 home sites but does not include traffic from public access to potential city park (12-20 cars), traffic from existing residents that would be using Bald Mountain Road nor traffic from Flower Drive (residents of The Fields and Scherentanner property).
 - b. **Question 1: Is there a study that shows trip generation that includes this traffic? If not, is there a plan to assess that impact so a valid estimate of traffic can be foreseen?**
2. Staff Report Page 354 / Warm Springs Ranch Impact Statement / Page 6 Roads and Traffic
 - a. The statement notes the following projections but again only seemingly relative to the 36 home sites and not any other source of traffic.

i. *The AM Peak Hour is expected between 7:00 - 9:00 AM. At full build-out the AM Peak Hour is expected to generate 27 trips within the peak hour. Twenty (20) of those trips will be outbound from the development. This equates to one outbound trip from the development every 3 minutes. Likewise, the PM Peak Hour is expected to generate thirty-six (36) trips within one (1) hour. Twenty-three (23) of those trips will be inbound trips or one inbound trip every 2 minutes and 36 seconds. The current and proposed road designs and layouts will accommodate the projected traffic loads.*

b. **Question 2: How is the assessment that "road design and layouts will accommodate projected traffic loads" determined? Based on this trip generation data (which again does not seem comprehensive), this seems like a significant source of stops in traffic flow specifically for inbound trips to both Bald Mountain Road and Flower Drive.**

Question 3: Is there a study on how current Warm Springs Road traffic volume combined with this new Bald Mountain Road model will affect traffic flow when traffic is inbound to from the west to Bald Mountain Road or inbound from the east to Flower Drive?


3. Traffic headlights

a. Lastly, there are homeowners that live in The Fields units on eastern aspects that are concerned with headlights sweeping constantly into our homes.

i. **Question 4: Has there been any discussion of creating a reasonable barrier to headlights for The Fields residence affected? If not, we will discuss with our board and have them reach out as a body representing homeowners in our association.**

Thank you for addressing these concerns.

Sincerely,


Julie McGregor
The Fields 110A Flower Drive
PO Box 4013 Ketchum, ID 83340

Sonia Sommer
The Fields 120C
PO Box 3708
Ketchum, ID 83340



From: [Participate](#)
To: [Maureen Puddicombe](#); [Katrin Sharp](#)
Cc: [Suzanne Frick](#)
Subject: FW: Warm Springs Ranch Plan
Date: Tuesday, March 02, 2021 12:00:12 PM

Public comment.

LISA ENOURATO | CITY OF KETCHUM

Public Affairs & Administrative Services Manager

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

o: 208.726.7803 | f: 208.726.7812

lenourato@ketchumidaho.org | www.ketchumidaho.org

From: Kate Daly <katherinemunroedaly@gmail.com>

Sent: Monday, March 01, 2021 4:10 PM

To: Participate <participate@ketchumidaho.org>

Subject: Warm Springs Ranch Plan

At face value the blurb in *Word on the Street* makes the option to buy 65 acres of the Warm Springs Ranch for public open space sound attractive. However, after reading the background materials on the project, I have concerns. Why would any permission be given to build in a floodplain? This makes no common sense after seeing what damage has happened in this area in the past. Preserving the riparian nature of the land should be paramount, not development. I'm one of the lucky ones who can easily walk to what we call the dog park, and find there are always people and pets frolicking there year-round, even when the Avalanche Danger sign was prominently posted at the bridge a month ago. I was very sad to see bulldozers come in and level the Warm Springs Road side last year, and wondered if this is just going to be another long term "hole in the ground" like the eyesore across from the Limelight. Then I heard Wood River Land Trust might get involved in protecting the mountainside part of the expanse, and thought thank goodness, maybe at least part of the dog park will end up in good hands. When I read in your blurb that "no public funding is proposed or anticipated" to create a "wonderful City park" that has me worried. If the "community" fund raising effort falls short the entire area might end up being developed, and that would be a major loss of very valued recreational space in our neighborhood.

Kate Daly, Warm Springs



February 23, 2021

Dear Ketchum Planning & Zoning Commission,

The Land Trust has a long history of wanting to see the open space resources of Warm Springs Ranch restored and protected for public enjoyment. We see the opportunity to protect the south side of Warm Springs Ranch as a great achievement to secure the last great remaining unprotected open space property in the city of Ketchum.

We support the application but find the proposed draft Option Agreement needing more attention. Section 5 of the draft Option Agreement states:

5. Use of Property – Optionee agrees that the Property shall be used as a passive park for open space. *No uses may occur on the Property beyond those uses that exist at the time the Option is executed without the mutual consent of the City of Ketchum and Brennan Holdings. Such limitations shall be reflected in the Deed transferring ownership of the Property.*” [emphasis added].

The language as written poses the following potential problems:

- If public funds are used for the acquisition, either from charitable donations or other public funding sources, the need to protect the public interest will be challenged by having a private entity (Brennan Holdings) controlling uses of the property indefinitely in the future, possibly in violation of IRS rules aimed at protecting against private inurement.
- Similarly, the commitment to long term maintenance and management of the property is something that should be planned for by the City. The limitations on use in the current language may present a financial burden to the City by inhibiting the ability of the City or other partners to generate revenue for the maintenance of the site.
- The current Option Agreement as written could preclude future restoration of Warm Springs Creek and desperately needed floodplain restoration to help restore the ecological function while also mitigating flooding impacts to adjacent landowners.

We acknowledge that deed restrictions can be appropriate to ensure the open condition of the Property is retained. However, the limitations as currently written provide a private entity with indefinite control over uses of this Property that may pose real challenges to the public interest in the future. We recommend that either the appropriate uses be determined through a public vetting process prior to signing the Option Agreement (and should include consideration for future support facilities and infrastructure, management and restoration of the site), or these limitations should be stricken from the Option Agreement in exchange for the proposed financial consideration.

In addition, we support the staff report recommendation to add the language to the Development Agreement that “This Agreement will become effective upon the Owner and City signing the Purchase and Sale Option Agreement for Blocks 2-8.

Thank you for your consideration,

Scott Boettger

Board of Directors

Chair:
David Woodward

Vice Chair:
Roland Wolfram

Treasurer:
Rick Webking

Secretary:
Barry Bunshoft

Jim Barnes
Kathleen Bean
Victor Bernstein
Trish Klahr
Kathie Levison
Nick Miller
Bob Ordal
Rebecca Patton
David Perkins
Connie Cox Price
Gayle Stevenson

Advisory Council

David Anderson
Ed Cutter
Ranney Draper
Jack Kueneman
Sue Orb

Executive Director
Scott Boettger



119 E. Bullion Street
Hailey, Idaho 83333
Phone: 208.788.3947

WoodRiverLandTrust.org
Federal ID: 82-0474191

From: [Suzanne Frick](#)
To: [Maureen Puddicombe](#); [Abby Rivin](#)
Subject: FW: Mountain Rides - Warm Springs Ranch - Bus Shelter
Date: Wednesday, February 17, 2021 3:43:17 PM
Attachments: [L1.2 Bus Shelter Plan.pdf](#)

For the record

SUZANNE FRICK | CITY OF KETCHUM

PLANNING AND BUILDING | KURA DIRECTOR
P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340
o: 208.727.5086 | m: 208.721.2765
sfrick@ketchumidaho.org | www.ketchumidaho.org

From: Ben Varner <ben@mountainrides.org>
Sent: Wednesday, February 17, 2021 9:28 AM
To: Suzanne Frick <sfrick@ketchumidaho.org>
Cc: Kurt Eggers <kurt@eggessassociates.com>
Subject: Mountain Rides - Warm Springs Ranch - Bus Shelter

Suzanne,

I wanted to write in support of what the Warm Springs Ranch developer has presented Mountain Rides re: a bus stop and shelter with the proposed development.

What has been presented to Mountain Rides, per the attached plans, has Mountain Rides' full support.

We appreciate the developer and the City providing this upgrade for our riders in the neighborhood.

Thanks and please let me know if you have any questions.

-Ben

--

Ben Varner | Mountain Rides Transportation Authority
Director, Assets and Infrastructure
US Mail: PO Box 3091, Ketchum, ID 83340
Freight: 800 First Avenue North, Ketchum, ID 83340
208-410-4629
ben@mountainrides.org

Susan and Jim McGuigan
134 Irene Street
Ketchum ID 83340
sqmcguigan@yahoo.com

February 16, 2021

RE: Warm Springs Ranch P-21-001,002,003,010

Dear Members of the Planning and Zoning Commission,

We have owned our home in Warm Springs, adjacent to the Warm Springs Ranch for the past 7 years, and we feel fortunate to live alongside the iconic Warm Springs Creek. We love our neighborhood and appreciate the unique and delicate natural resource values which the creek provides, including its habitat for fisheries, riparian small mammal and bird habitat, and its role as a migratory bird corridor.

We have watched with keen interest the proposals over the years for development of the Warm Springs Ranch, and we reached out to Bob Brennan when we heard he purchased the property. Bob worked with us as his neighbors and kept us informed of his plans and we appreciate his efforts in communicating with us and listening to our concerns.

We support this recent plan to rescind and repeal the 2009 Development Agreement which would have allowed over 700,000 square feet of development on our neighboring property, including a 7-story hotel, multi-family and single-family housing. We are especially enthusiastic in our support of Bob's proposal now that it includes preservation of 78 acres south of Warm Springs Creek for use as passive open space, through a purchase and sale agreement with the City of Ketchum which we understand has been executed by the parties.

The current plan for Warm Springs Ranch calls for construction of 36 single family homes, replacing the large hotel complex. This represents common sense land use planning. The project will provide infill housing close to existing public facilities and services, along established transportation corridors served by public transit. The new plan replaces the prior plan for an oversized tourist resort, with a plan for an extension of the local Warm Springs residential neighborhood. As adjacent neighbors we applaud the efforts of the City and Mr. Berman to replace the current inappropriate tourist zoning of this property and replace it with the more appropriate land use designations which would allow single family residential use, and passive open space for the 78 acres south of Warm Springs Creek.

Jim and I hope to be part of the on-going community involvement in the creation and management of the Warm Springs Ranch open space. We are committed to being part of the future plans for integrating the natural resource values of Warm Spring Creek with environmentally safe recreational behaviors.

Best regards,

Susan and Jim McGuigan

From: [Participate](#)
To: [Maureen Puddicombe](#); [Katrin Sharp](#)
Cc: [Suzanne Frick](#)
Subject: FW: Dog Park comment
Date: Sunday, February 14, 2021 5:20:36 PM

Public comment.

LISA ENOURATO | CITY OF KETCHUM

Public Affairs & Administrative Services Manager

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

o: 208.726.7803 | f: 208.726.7812

lenourato@ketchumidaho.org | www.ketchumidaho.org

From: John and Janet Crews <jjcrews@me.com>
Sent: Saturday, February 13, 2021 5:42 PM
To: Participate <participate@ketchumidaho.org>
Subject: Dog Park comment

Hopefully someone can forward this to the proper channels:

We would like to comment on discussions regarding possible future development of the large Warms Springs area commonly known as the 'dog park'.

In a past meeting, the current owner of this property stated that if the property were to continue as a public use area, possibly through purchase by the City, he would like to see the parking area limited to around 20 spaces. As a family that lives near the entrance to the dog park, we see this parking limitation as a very poor concept for the surrounding neighborhood. If parking within the property is limited to that few spaces, there is no question that overflow cars, which could easily surpass that number, would end up parking along the yards and lawns of the surrounding neighborhood. The current owner suggested that limiting parking would encourage people to walk or ride their bikes to the park. We are happy to see that most of the people in the nearby neighborhoods already do this, but we also recognize that many visitors to the park drive from more distant neighborhoods, many with their dogs in the car. We sincerely doubt if limiting the parking will alter the current percentage of people walking or driving to the park. Another suggestion was that 'No Parking' signs would solve the problem, but this would involve installing signs in front of every house as well as enforcement by the City, and even then I am very doubtful that people who have driven some distance to get to the park will be deterred and turn back home.

We are excited about this parcel of land becoming a valuable asset for everyone in the Ketchum area, but feel it is very important that sufficient parking be available on-site so that there is not an unreasonable parking burden placed on the surrounding neighborhood. We would estimate that on a summer day, 25 cars would currently be a reasonable average. In order to cover busier times, and to plan for the future, we would suggest that 30 parking spaces on-site should be thought of as an absolute minimum.

Thank you for listening to our input.

Sincerely,

John & Janet Crews

Maureen Puddicombe

From: Participate
Sent: Wednesday, January 27, 2021 9:35 AM
To: Maureen Puddicombe
Cc: Suzanne Frick
Subject: FW: Warm Springs Ranch--for public comment

Public comment.

LISA ENOURATO | CITY OF KETCHUM
Public Affairs & Administrative Services Manager P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340
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-----Original Message-----

From: HP Boyle <boylehp@yahoo.com>
Sent: Tuesday, January 26, 2021 6:44 PM
To: Participate <participate@ketchumidaho.org>
Subject: Warm Springs Ranch--for public comment

At the 1/26 P&Z workshop, we learned more about the Warm Spring Ranch Development and Mr. Brennan's willingness to preserve so much land for our community. We are very fortunate that a local developer cares this much about our city.

However, I take exception with Planner Frick's statement that the City likes private roads in housing developments so the city doesn't need to pay for plowing.

Given Mr. Brennan's plan, I think WSR roads should be public, and include a public sidewalk from the bus stop to the bridge. That would be consistent with Mr. Brennan's vision, It would also provide Ketchum taxpayers with the City services that they pay for in their taxes.

Privatizing areas of the City to save a few bucks is bad public policy and is inconsistent with the values of the Comprehensive Plan. City employees should not be pushing that kind of thing.

Thank you Mr. Brennan, and thank you to the P&Z for its service to the community.

From: [Participate](#)
To: [Maureen Puddicombe](#)
Cc: [Suzanne Frick](#)
Subject: FW: Warm Springs Ranch Development meeting 1-26-2021
Date: Monday, January 25, 2021 5:47:36 PM

Public comment.

LISA ENOURATO | CITY OF KETCHUM

Public Affairs & Administrative Services Manager

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

o: 208.726.7803 | f: 208.726.7812

lenourato@ketchumidaho.org | www.ketchumidaho.org

From: Bob Burkheimer <bobb@burkheimermgmt.com>
Sent: Monday, January 25, 2021 5:36 PM
To: Participate <participate@ketchumidaho.org>
Cc: Bob Brennan <brennanholdings@gmail.com>
Subject: Warm Springs Ranch Development meeting 1-26-2021

Ladies and Gentlemen of the Ketchum Planning Dept.

I own the property at 201 Bald Mountain Road, Ketchum which is immediately adjacent (west)to the proposed project.

I have reviewed the proposal and have had several meetings with Mr. Brennan over the past several months and find this proposal to be exactly what he has conveyed to me all alon.

It looks like a responsible development for the neighborhood and the city that takes the community concerns into account .

I am pleased to support this project as presented

Robert Burkheimer

From: [Participate](#)
To: [Maureen Puddicombe](#)
Cc: [Suzanne Frick](#)
Subject: FW: Warm Springs Ranch 12/2020 Proposal - Public Comment
Date: Tuesday, January 26, 2021 12:25:28 PM

Public comment.

LISA ENOURATO | CITY OF KETCHUM

Public Affairs & Administrative Services Manager

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

o: 208.726.7803 | f: 208.726.7812

lenourato@ketchumidaho.org | www.ketchumidaho.org

From: Jeff Lamoureux <shaglam@gmail.com>
Sent: Tuesday, January 26, 2021 10:29 AM
To: Participate <participate@ketchumidaho.org>
Cc: Deb Robertson <deborah.g.robertson@gmail.com>
Subject: Warm Springs Ranch 12/2020 Proposal - Public Comment

I live at 135 Irene St. in Ketchum. My family and I are very grateful for the years of public access to the wonderful warm springs ranch private property. We certainly hope that something can be worked out so the Phase 2 portion of the property not contemplated for development under the current proposal, will remain a public space forever.

Although less grandiose than the previous proposals, the current proposal is overall very reasonable and will serve to meet needs of the community. I will not be able to attend the meeting, but I do support this proposal and request the Commission and Owner consider of the following:

- The proposed redesign and relocation of Bald Mtn. Road will be a great improvement over what is existing. Please consider that with the proposed development, Bald Mtn. Road will be a main access to bus routes and the Warm Springs bike path for over 100 residences and should include a sidewalk and bike lane.
- The intersection of Bald Mountain Rd and Townhouse Lane is too close to the intersection of Bald Mtn and Warm Springs and will create a traffic choke point. There has to be a better way to configure.
- Ketchum code contemplates private streets in some circumstances, but still requires that those streets be built to acceptable standards. I understand that steeper grades may be necessary due to the existing topography but the substandard 22' wide roadway is not wide enough for a neighborhood street serving dozens of homes. In theory, parking will be prohibited, however family holiday events, neighborhood gatherings, landscape service vehicles, UPS & Fed-Ex trucks, Uber and take-out delivery, snow removal, pedestrians, and bicycles, etc. will all need to be accommodated while still allowing fire access. In order to maintain safe and convenient access at all times, a minimum 26' wide paved roadway should be maintained throughout the proposed neighborhood including the private streets. A guest parking area should also be considered.
- Construction - the development agreement should address construction phase requirements

to minimize the impact to existing neighbors. The buildout could take years with several houses under construction at any one time. The development agreement should address construction traffic volumes, emergency access during construction, construction parking, etc.

Overall I am in support of this solid and thoughtful development proposal for the Warm Springs Ranch. It will be an asset to our neighborhood and the City. Many thanks to the Owner and his team for taking the time to include the public and consider our comments.

Regards,
Jeff Lamoureux
503-351-2624



Board of Directors

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David Woodward

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Advisory Council

David Anderson
Ed Cutter
Jack Kueneman

Executive Director
Scott Boettger



119 E. Bullion Street
Hailey, Idaho 83333
Phone: 208.788.3947

WoodRiverLandTrust.org
Federal ID: 82-0474191

January 25, 2021

To: Ketchum Planning & Zoning Commission
Re: Warm Springs Ranch proposed development agreement

We at the Wood River Land Trust have read the City of Ketchum's staff report on Brennan Holdings No 300 LLC applications. As our organization is dedicated to preserving open space, smart growth, effective urban and rural planning and healthy communities, we have concerns with the current application and its plan. The application involves, but does not address, planning and zoning south of Warm Springs Creek. It leaves that to a later undefined time, possibly even a subsequent owner. Hopefully, this will be the City of Ketchum ("Ketchum"), but ultimately, may or may not be Ketchum.

Ketchum annexed part of this property based on the promises of a past owner. The present owner asks Ketchum not only to forgo those promises, but also to maintain present zoning with no past or present compensation to Ketchum for the potential impacts of that annexation. This is in conflict with and contradicts Ketchum's own ordinances.

Ketchum Code section 17.154.060, subparagraph B.3, states in part, as follows:

Upon termination of a zoning development agreement pursuant to this section, the property shall revert to the prior zone or, in the case of initial zone at annexation, to a zone deemed appropriate by the council.

The applicant states that this is a phased development project. That is addressed in Ketchum Code section 16.04.110, subparagraph B, which states, as follows:

B. Development Plan: In addition to the preliminary plat, subdivision application and data, the subdivider shall submit to the administrator a development plan with a schedule for the entire project, containing all of the information required in subsection 16.04.030 of this chapter.

These sections are mandatory, yet the application contains no development plan for the second phase for Blocks 2 through 8. This is not optional. The application cannot be approved as submitted. That is an option when a developer owns contiguous land that is not part of a proposal, as in Ketchum Code section 16.04.120, subparagraph D. Blocks 2 through 8 are required to be part of this application, because they are included in the development agreement the application is proposing to terminate.

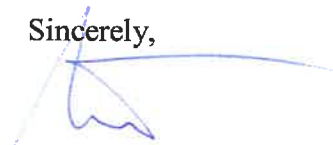
While not optional, a development plan for Blocks 2 through 8 is just good planning. The current zoning on at least a portion of the property south of Warm Springs Creek potentially would create expensive impacts to Ketchum. For many years, it has provided recreation to Ketchum residents and guests, and access to

to public lands. The applicant has stated it can end this community benefit and possible right of and legally established access, at any time. It not only provides an avalanche and fire buffer from Bald Mountain to Ketchum's nearby citizens and their residences. It also contains a major arterial tributary to the Big Wood River that has long been channeled through this property into an artificial ditch. Yet, there is no impact statement for Blocks 2-8 included with this application. Of course, Ketchum can also require that under Ketchum Code section 16.04.120.

Since the applicant is not including a plan for Warm Springs Creek or the property south of Warm Springs Creek, the Wood River Land Trust requests Ketchum follow its above ordinance and immediately rezone all that portion of the property as Recreation Use (RU zone) and require public access to adjacent public lands as a condition of approval of the applicant's requested zoning and subdivision on Block 1.

Thank you for your consideration.

Sincerely,



Scott Boettger
Executive Director

From: [Participate](#)
To: [Maureen Puddicombe](#)
Cc: [Suzanne Frick](#)
Subject: FW: Jan 26 P&Z Meeting Public Comment
Date: Monday, January 25, 2021 5:48:03 PM

Public comment.

LISA ENOURATO | CITY OF KETCHUM
Public Affairs & Administrative Services Manager
P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340
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lenourato@ketchumidaho.org | www.ketchumidaho.org

-----Original Message-----

From: HP Boyle <boylehp@yahoo.com>
Sent: Saturday, January 23, 2021 6:47 PM
To: Participate <participate@ketchumidaho.org>
Subject: Jan 26 P&Z Meeting Public Comment

As you deliberate on the Warm Springs Ranch development, what will this development do for our community housing conundrum? It was not clear to me from reading the meeting packet that there is any provision for community housing at Warm Springs Ranch at all. Did I miss that? If so, if you could mention what it will be in the meeting so that a reporter for the Express might make that known to the community, that would be appreciated.

As you are about to consider irrevocably changing the nature of Ketchum as small mountain town with the Bluebird project, please consider the superiority of mixed-used community housing, not just for the City of Ketchum and its taxpayers, or its visitors and second home owners, but for the residents of affordable housing. Far nicer to live in Warm Springs Ranch than in a windowless bedroom in Bluebird without a parking space.

Thank you for your public service.

Perry Boyle
Ketchum

Attachment G:

Adopted Planning and Zoning
Commission Findings of Fact
and Conditions



City of Ketchum
Planning & Building

IN RE:)
)
Warm Springs Ranch) KETCHUM PLANNING AND ZONING COMMISSION
Development and Rezoning Agreement,) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Large Block Preliminary Plat, and Block 1) DECISION
Subdivision Preliminary Plat)
Date: March 9, 2020)
)
File Numbers: P 21-001, P21-003, and P21-010)

PROJECT: Warm Springs Ranch

FILE NUMBERS: P 21-001, P21-003, and P21-010

APPLICATION TYPES: Development and Rezoning Agreement, Large Block Preliminary Plat, and Block 1 Subdivision Preliminary Plat

REPRESENTATIVE: Kurt Eggers, Eggers Associates, P.A.

PROPERTY OWNER: Robert Brennan, Brennan Holdings No 300 LLC

LOCATION: Warm Springs Ranch Resort PUD Blocks 1-8, 1803 Warm Spring Road

ZONING: Tourist (T) to General Residential (GR-L) Low Density & Recreation Use (RU)

OVERLAY: Floodplain & Avalanche

NOTICE: The public hearing notice was published in the Idaho Mountain Express on February 3rd, 2021. A public hearing notice was mailed to adjacent properties within 300 feet of the project site and all political subdivisions on February 3rd, 2021. A public hearing notice was posted on the project site, the City's website, and 3 locations within the City on February 2nd, 2021.

RECORD OF PROCEEDINGS

On January 26th, 2021, the development team for Warm Springs Ranch presented their project in a workshop format to gather feedback and comments from the public and the Planning and Zoning Commission. The Commission's comments focused on: (1) the proposed improvements,

including the roadway plan, (2) the restoration, preservation, and management of the riparian area along Warm Springs Creek, and (3) the subdivision's circulation design, including safety and traffic considerations as well as enhancing pedestrian and bike access.

The Planning & Zoning Commission considered the Warm Springs Ranch project during a public hearing at a special meeting on February 23rd, 2021. The Commission reviewed and made recommendations to the City Council on the proposed Development and Rezoning Agreement as well as the Warm Springs Ranch Large Block Plat and Block 1 Subdivision Preliminary Plat. After considering the project plans, Staff's analysis, the applicant's presentation, and public comment, the Planning and Zoning Commission unanimously recommended approval of the project to City Council with conditions to be transmitted to the City Council.

City Council has the final approval authority over the Development Agreement, the Large Block Plat, and the Block 1 Subdivision Preliminary Plat. The Commission is the decision maker for the Floodplain Development Permit and Waterways Design Review. The floodplain application will be brought to the Commission for final review and approval at a future noticed public hearing.

FINDINGS OF FACT

Findings Regarding 2021 Warm Springs Ranch Project

The proposal under consideration by the Planning and Zoning Commission consists of the following:

- Rescission and repeal of all the land use permits and approvals granted as part of the 2009 development. This includes the Development Agreement, Large Block Plat and PUD, the PUD and CUP, and all associated land use permits.
- Consideration of a new Development and Rezoning Agreement, a new Large Block Plat, a Preliminary Subdivision Plat for Block 1, and a Floodplain Development Permit and Waterways Design Review for the proposed Preliminary Plat for Block 1. The floodplain application will be brought to the Commission for final review and approval at a future noticed public hearing.

Findings Regarding Development and Rezoning Agreement

A two-phase Development Agreement—Phase 1 is a proposed 36-unit single-family residential development in Block 1, which will be rezoned from Tourist (T) to the General Residential Low Density (GR-L) Zoning District.

Phase 1 Development

The Development Agreement would authorize development of 36 single family units within Block 1 in accordance with the proposed Preliminary Plat for Block 1. Phase 1 will rezone Block 1 from Tourist (T) to the General Residential Low Density (GR-L) Zoning District and the remainder of the property will retain existing zoning. Section 4 of the Development Agreement identifies the terms and conditions for the proposed development. As proposed the Agreement requires:

- Future building permits to comply with the codes in place at the time the permit is applied for.
- Units proposed on Lots 33, 34, 35, and 36 (lots fronting on Warm Springs Road), will be subject to Planning and Zoning Commission design review and access shall occur off Bald Mountain Road.
- Bald Mountain Road will be a public street and all the other streets accessing the lots will be private. The public is permitted to access the private streets for walking and driving but as originally proposed, parking is prohibited.
- Consistent with all development along rivers, a 10-foot easement for fishing and access is required. Public access will be permitted after sunrise and before sunset.
- Landscaping shall be drought tolerant.
- The riparian zone and landscaping will be protected. Any modification to the riparian zone would require preparation of an overall plan to ensure modifications are consistent and coordinated.
- The existing water right in Block 1 will be transferred to the City.
- All utilities and power shall be underground.
- A parking lot on the south side of Warm Spring Creek will be installed to accommodate users of the open space south of the Creek. The parking lot will be a minimum of 12 and a maximum of 20 spaces.
- A new bus shelter, like the shelter constructed on Saddle Road adjacent to Thunder Spring development, will be constructed.
- The Owner will agree to participate in the design and placement of a future Bald Mountain Connector Trail.

The Commission was supportive of a two phased development approach because of the fact there was an option to purchase agreement between the City and Owner for Blocks 2-8. Without this option to purchase, the Commission's recommendation would be to require a master plan for the entire property, Blocks 1-8, prior to approving development for Block 1.

The Commission added the following comments and conditions of approval regarding Phase 1 and Phase 2 of the Development Agreement:

Phase 1

- Construction activity plans must limit impacts to the adjacent neighborhood. All contractor parking, construction staging, and materials shall be contained on site. Any vacant lots within the Block 1 subdivision should be used for construction staging and material storage.
- Residents of the Block 1 development shall be permitted to park along the subdivision's private roads. Public parking is prohibited along the subdivision's private roads.
- The 6-foot-wide pedestrian pathway on Bald Mountain Road shall be paved and improved to City standards for sidewalks. The pathway should include a delineation, like a rolled curb, from Bald Mountain Road.

Future Phase 2 & Option to Purchase Agreement

The Development Agreement only authorizes development of Block 1 of the Large Block Plat and the installation of an unimproved parking lot with a minimum of 12 and a maximum of 20 public parking spaces on Block 2 that would be accessed from Parcel D (Lopey Lane) of the Block 1 subdivision. No development is proposed or permitted in Blocks 2-8 without the Owner submitting a planned unit development application and associated preliminary parcel map. In Blocks 2-8, the Owner is retaining the existing zoning of the blocks that consist of Tourist and Recreational Use zoning designations.

The City and Owner have negotiated an Option to Purchase Blocks 2-8. In the event the City and Owner do not complete the sale of the property, the Owner will return to the Planning and Zoning Commission with separate planned unit development and preliminary plat applications for any future development.

The Commission commented that the Option to Purchase Agreement is a significant opportunity for the City to maintain and preserve Warm Springs Ranch's open space. The Planning and Zoning Commission indicated support for the proposed subdivision and Development Agreement contingent on the Owner and City signing an Option to Purchase Agreement for Blocks 2-8.

The Commission also requested the City Council consider adding language to the option agreement that identifies funding milestones linked to the ability to extend the option agreement if the fundraising milestones are met.

The Owner is retaining the right to limit or prohibit public access to Blocks 2, 3, 4, 5, 6, 7 and 8, or any part thereof. The Owner may terminate the pedestrian access, parking, and access to the south side of Warm Springs Creek and all rights of entry or use of Blocks 2, 3, 4, 5, 6, 7 and 8 at any time, for any reason whatsoever, without notice. The property is private property and the Owner currently has the right to close access to the public today.

The Commission added conditions of approval that should the City purchase Block 2-8, (1) Lopey Lane shall be dedicated as a public road and (2) the Owner's rights to restrict access shall be nullified.

The Commission recommended that the City Council add a clause in the Development Agreement that the Development Agreement will become effective upon the Owner and City signing the Purchase and Sale Option Agreement for Blocks 2-8.

Findings Regarding Large Block Preliminary Plat

The project includes the rescission and repeal of all land use approvals granted as part of the previous 2009 development, including the existing Large Block Plat. The new Warm Spring Ranch Large Block Plat (Project Plans Dated February 2021: Sheet P1) consists of 8 blocks ranging in various sizes and encompassing a total of 78.39 acres. The Large Block Plat noted certain

improvements approved with the 2009 development, including private road #2 extending through blocks 2-6, private road #3 through block 2, and buildings envelopes on lots 3 and 8.

The Planning and Zoning Commission added a condition of approval that prior to the approval of the final plat map, (1) all references to the 2009 development, including private roads and building envelopes on block 2-8, must be removed and (2) the road configuration as approved with the Block 1 Subdivision Preliminary shall be shown on the Large Block Plat.

Findings Regarding Block 1 Residential Subdivision

The Block 1 Subdivision Preliminary Plat will create 36 single-family residential lots and parcels A, B, C, D, and E within the General Residential (GR-L) Low Density Zoning District. Portions of Block 1 are also within the Floodplain Overlay and Avalanche Zone. Block 1 is 13.72 acres and the single-family residential lots range in size from a minimum area of 8,252 square feet to a maximum area of 22,241 square feet.

Consistent with Ketchum Municipal Code §16.04.030.C3, the subdivision application was transmitted to City Departments including the City Engineer, Fire, Building, Utilities, and Streets departments for review. The project shall meet all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No.1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.

Infrastructure Improvements

Infrastructure improvements include new roadways, water and sewer facilities, water-efficient irrigation systems for landscaping, pedestrian access, underground utilities, an unimproved parking lot, and a bus shelter. The applicant has submitted an impact statement as required by KMC §16.04.120. This statement provides an analysis of the development's potential impacts on the city, including how the project may affect public utilities and facilities, traffic, the environment, and Ketchum's economy.

Street Improvements (KMC §16.04.040.H)

Noncompliant with streets standards for grade and intersection approach angles, the project will realign Bald Mountain Road to enhance access and safety. Bald Mountain Road will become a public street dedicated to the City. Parcels A and D will be private roads. Parcel A includes Townhouse Lane, Smelter Circle, and Mountain Creek Drive. Parcel D is Lopey Lane, which will access the unimproved parking lot. As required by Ketchum Municipal Code §12.04.030.B1 and Fire Code, the residential roadways have a minimum paved width of 26 feet. The proposed roadway plan enhances safety from existing conditions. As specified in the Development Agreement, the Owner will be responsible for year-round maintenance of all private roadways, including snow removal to maintain access, parking, and the emergency vehicle turnaround.

In addition to these roadways, the Owner will install a new bus shelter on Parcel B along Warm Springs Road (Project Plans Dated February 2021: Sheet C-1). As specified in the proposed Development Agreement, the applicant will also provide an easement for pedestrian access to the Warm Spring Ranch open space. The pedestrian access easement will include a 6-foot-wide shoulder along Bald Mountain Road.

The Commission added the following conditions of approval regarding the proposed roadway plan and circulation design:

- Should the City purchase Block 2-8, Lopey Lane shall be dedicated as a public road.
- Residents of Block 1 shall be permitted to park along the subdivision's private roads. Public parking is prohibited along the subdivision's private roads.
- The 6-foot-wide pedestrian pathway on Bald Mountain Road shall be paved and improved to City standards for sidewalks. The pathway should include a delineation, like a rolled curb, from Bald Mountain Road.
- Shared lane markings and sharrows shall be added to Bald Mountain Road to accommodate bicyclists.
- The applicant shall add a right-hand turn lane on Bald Mountain Road at its intersection with Warm Springs Road to enhance traffic flow. The right-hand turn lane shall be indicated on the roadway plan for review and approval by the City Engineer and the Streets Department.
- Add a plat note indicating that development on parcels within Block 1 shall not be eligible for variances or waivers based on site conditions or topography. Development must comply with development standards in place at time of permit approvals.

Sanitary Sewage Disposal (KMC §16.04.040.K), Water System (KMC §16.04.040.L), and Utilities (KMC §16.04.040.P) Improvements

Portions of existing water and sewer lines within the development site will be abandoned and new domestic water and sewer lines will be installed to serve the proposed residential subdivision. The water and sewer plans are indicated on Sheets C3 and C4 of the project plans. All utilities, including natural gas, electricity, telephone, cable TV, and internet services, shall be installed underground.

Drainage Improvements (KMC §16.04.040.O)

Drainage within the residential subdivision will be managed through a system of swales, catch basins, and drywells. The grading and drainage plan is indicated on Sheet C-2 of the project plans.

Easements (KMC §16.04.040.J)

As specified in the proposed Development Agreement, the applicant will provide an easement for pedestrian access to open space. The pedestrian access easement will include a 6-foot wide shoulder along Bald Mountain Road. The Commission added a condition of approval that this 6-foot-wide pedestrian pathway shall be paved and improved to City standards for sidewalks.

As required by Ketchum Municipal Code §16.04.040.J3, the Block 1 Subdivision includes a 10-foot wide fisherman/sportsman's access and nature study easement along the Warm Springs Creek riverbank. This public fishing access will be provided on Block 2 and accessed from Lopey Lane (Parcel D) within the Block 1 Subdivision. The Commission recommended additions to the Development agreement that should the City purchase Block 2-8 (1) Lopey Lane shall be dedicated as a public road and (2) the Owner's rights to restrict access shall be nullified.

The riparian zone identified in Block 1 will be designated as an easement governed and managed by the Warm Springs Ranch Homeowners' Association to ensure future modifications to the riparian zone and the streambank do not occur individually but occur in a comprehensive coordinated approach. In addition to the City's floodplain regulations, the HOA's management will further reinforce the preservation and protection of the riparian area. The Commission emphasized the importance of Warm Springs Creek's restoration as well as protection and stewardship of the riparian area.

The applicant has provided an access and public utility easement benefiting the adjacent Country Club Townhomes and Warm Springs Townhouse Condominiums within Parcel A (Townhouse Lane). Parcel E is a parking space and trash receptacle easement to benefit the Warm Springs Townhouse Condominiums.

Cuts, Fills, and Grading Improvements (Ketchum Municipal Code §16.04.040.N)

Certain lots include development constraints due to Block 1's sloping topography. The Commission discussed development on certain sloped lots may require extensive engineering to retain grade. The Commission emphasized that despite these site constraints, future homes should comply with all zoning and dimensional standards. To address this concern, the Commission recommended adding a plat note stating that: (1) development on the 36 lots within the subdivision shall not be eligible for any waivers or variances and (2) new residential construction shall comply with all zoning and development standards specified in Title 17 of Ketchum Municipal Code.

Waiver (Ketchum Municipal Code §16.04.130)

Ketchum Municipal Code §16.04.130 provides an opportunity for applicants to request waivers from certain subdivision standards. Waivers may be granted by the City Council on a case-by-case basis upon the recommendation of the Planning and Zoning Commission. The application for a waiver request must demonstrate that there are special physical characteristics or conditions affecting the property in question where literal enforcement of this chapter would result in undue hardship not the result of actions by the subdivider, and that the waiver would not be detrimental to the public welfare, health and safety, nor injurious to property owners in the immediate area.

The applicant has requested waiver from certain street design and grading standards due to the site's topographical challenges. The Commission supported the applicant's waiver request

Warm Springs Ranch

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Development Agreement, Large Block Plat, & Block 1 Subdivision Preliminary Plat

Findings of Fact, Conclusions of Law, and Decision Adopted March 9, 2021

City of Ketchum Planning & Building Department

because the project will improve the development's site circulation design, enhance safety, and expand pedestrian access.

Table 1: Findings Regarding Preliminary Plat Requirements

Preliminary Plat Requirements (Ketchum Municipal Code §16.04.030.J)					
Compliant			Standards and Commission Findings		
Yes	No	N/A	City Code	City Standards and <i>Commission Findings</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.	
			Commission Findings	<i>The application has been reviewed and determined to be complete.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	Application and Preliminary Plat Contents: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:	
			Commission Findings	<i>All required materials for the preliminary plat application have been submitted.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.1	The scale, north point and date.	
			Commission Findings	<i>This standard has been met. The preliminary plat contains a scale, north point, and date.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	The name of the proposed subdivision.	
			Commission Findings	<i>This standard has been met. The name of the proposed subdivision is Warm Springs Ranch Block 1.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.	
			Commission Findings	<i>This information has been provided on the application form and indicated on the preliminary plat.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.4	Legal description of the area platted.	
			Commission Findings	<i>This standard has been met. The legal description is Block 1 of Warm Springs Ranch Subdivision.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.	
			Commission Findings	<i>This standard has been met. Adjoining subdivisions and parcels of property, including the Warm Springs Townhouse Condominiums, Warm Springs Tennis Condominiums, Country Club Townhomes, Bald Mountain Townhomes, and Blocks 2 and 6 of Warm Springs Ranch Subdivision have been indicated on the preliminary plat (Sheet P1).</i>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of two feet (2') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.	

			Commission Findings	<i>The development site's existing topography is indicated on Sheet on P2 and E1 of the project plans. Existing and proposed contours are indicated on Sheets L1.1, C-1, and C-2.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			Commission Findings	<i>The project plans indicate the scaled locations of existing buildings and improvements, including the existing Warm Springs Townhouse Condominiums pool. The preliminary plat indicates the scaled location of adjacent Warm Springs Road and realigned Bald Mountain Road, which will be dedicated to the city as a public street. The preliminary plat includes the scaled location of the subdivision's private roads, including Mountain Creek Drive, Townhouse Lane, and Lopey Lane. The project plans indicate the subdivision's utility, pedestrian, fisherman's and nature study easements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.8	Boundary description and the area of the tract.
			Commission Findings	<i>This boundary description and the area of the tract are noted on the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.9	Existing zoning of the tract.
			Commission Findings	<i>Plat Note #1 indicates that Warm Springs Ranch Block 1 Subdivision is within the City's General Residential Low Density (GR-L) Zoning District.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			Commission Findings	<i>This standard has been met. The preliminary plat indicates the location and dimension of street rights of way, lots, lot lines, easements as well as the lot and block numbers and street names.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			Commission Findings	<i>This standard has been met. The project plans indicate the location, approximate size, and propose use of all land intended to be dedicated for public use, including realigned Bald Mountain Road. The project plans indicate the location, size, and proposed use of land for common use of all future owners within the proposed Warm Springs Ranch Block 1 subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			Commission Findings	<i>This standard has been met. The roadway plan is indicated on Sheet C1 and the associated grading and drainage plan is indicated on C2. The water infrastructure plan is indicated on Sheet C3. The sewer infrastructure plan is indicated on Sheet C4.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.13	The direction of drainage, flow and approximate grade of all streets.
			Commission Findings	<i>This standard has been met. The roadway plan is indicated on Sheet C1 and the associated grading and drainage plan is indicated on C2.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			Commission Findings	<i>The grading and drainage plan is indicated on Sheet C-2 of the project plans. The proposed drainage plan is a system of drywells, catch basins, and storm drain pipes.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.15	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			Commission Findings	<i>An area map showing Warm Springs Ranch Block 1 in relation to Warm Springs Road and existing Bald Mountain Road is included in the project plans.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.16	The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.
			Commission Findings	<i>The preliminary plat and project plans show the location and area of the floodplain, floodway, and avalanche zones on the development site.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.17	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			Commission Findings	<i>Building envelopes are shown on lots 1 through 13 as required for lots that contain floodplain and avalanche zone. Consistent with Ketchum Municipal Code §16.04.040.G4, building envelopes outside of a 75-foot radius from the intersection have been shown on corner lots. Warm Springs Ranch Block 1 Subdivision does not contained slopes of 25% or greater based on natural contours (Ketchum Municipal Code §16.04.040.F2).</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.18	Lot area of each lot.
			Commission Findings	<i>This standard has been met. The lot area of every lot and parcel within the Warm Springs Ranch Block 1 Subdivision is indicated on the preliminary plat (Sheet P1).</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.19	Existing mature trees and established shrub masses.
			Commission Findings	<i>Block 1's existing conditions are indicated on Sheets P2 and E2.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.20	To be provided to Administrator: Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County Assessor.
			Commission Findings	<i>The Warm Springs Ranch Block 1 Subdivision is unique and will not be confused with the name of any other subdivision in Blaine County, Idaho.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.21	All percolation tests and/or exploratory pit excavations required by state health authorities.
			Commission Findings	<i>This standard shall be met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.22	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.

			Commission Findings	<i>The applicant has submitted the draft Declaration Establishing Covenants, Conditions, and Restrictions for Warm Springs Ranch Subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.23	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			Commission Findings	<i>This standard has been met. The applicant has a current title report and copy of the owner's recorded deed to the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.24	A digital copy of the preliminary plat shall be filed with the administrator.
			Commission Findings	<i>This standard has been met.</i>

Table 2: Findings Regarding Subdivision Development & Design Standards

Subdivision Development and Design Standards (Ketchum Municipal Code §16.04.040)				
Yes	No	N/ A	City Code	City Standards and Commission Findings
<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.
			Commission Findings	<i>The applicant has submitted proposed plans for the Warm Springs Ranch Block 1 Subdivision's improvements, including the roadways and utilities. The project plans, including the riparian plan on Sheet L2, preserve natural features and will restore this section of Warm Springs Creek. Following the City Council's review and approval of the preliminary plat, the applicant shall prepare and submit final construction design plans for review and approval by the City Engineer.</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.
			Commission Findings	<i>The applicant shall submit final construction plans for all improvements for the subdivision's streets, easements, sanitary sewage disposal system, water system, drainage, and utilities. These construction plans shall be stamped by an Idaho-licensed civil engineer. The final construction plans shall be reviewed and approved by the City Engineer.</i>
			16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<p>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>
			Commission Findings	<p><i>Prior to final plat approval, the applicant shall construct all required improved as per the approved plans. These improvements shall be inspected by the City Engineer and the subdivision shall secure a Certificate of Completion prior to final plat approval. The City Council may accept a performance bond in cases where the required improvements can not be constructed due to weather conditions or other factors beyond the subdivider's control.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	<p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			Commission Findings	<p><i>Prior to City Council's review and approval of the final plat, all improvements shall be inspected and approved by the City Engineer. Within 10 days after the subdivision's improvements have been installed and the as-built drawings have been submitted, the City Engineer shall inspect the project and certify the completion and acceptance of improvements.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat.

				<p>3. All street corner lines ending at boundary line of final plat.</p> <p>4. All angle points and points of curves on all streets.</p> <p>5. The point of beginning of the subdivision plat description.</p>
			Commission Findings	<i>The applicant shall meet the required monumentation standards prior to the City Engineer's certification of completion of the subdivision's required improvements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. B. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. 6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.

			Commission Findings	<p><i>The Block 1 Subdivision Preliminary Plat will create 36 single-family residential lots and parcels A, B, C, D, and E. The proposed Development Agreement will rezone Block 1 from Tourist (T) to General Residential (GR-L) Low Density. Portions of Block 1 are also within the Floodplain Overlay and Avalanche Zone. Block 1 is 13.72 acres and the single-family residential lots range in size from a minimum area of 8,252 square feet to a maximum area of 22, 241 square feet. The 36 lots comply with the size, width, depth, shape, orientation, and minimum building setback lines required in the General Residential Low Density (GR-L) Zoning District. The 30-foot setback from Warm Springs Road as required by Ketchum Municipal Code §17.12.030 has been indicated on Lot 33 through 36.</i></p> <p><i>Building envelopes are shown on lots 1 through 13 as required for lots that contain floodplain and avalanche zone. Consistent with Ketchum Municipal Code §16.04.040.G4, building envelopes outside of a 75-foot radius from the intersection have been shown on corner lots. Warm Springs Ranch Block 1 Subdivision does not contained slopes of 25% or greater based on natural contours (Ketchum Municipal Code §16.04.040.F2).</i></p> <p><i>Every lot in the subdivision has a minimum of 20 feet of frontage on either Bald Mountain Road, which will be dedicated to the city as a public street, or on the subdivision's private roads on Parcels A and D (Townhouse Lane, Mountain Creek Drive, and Lopey Lane). As indicated in plat note 3, private roads shall maintain a free and clear width of 26 feet for emergency vehicles. Parcels A and D include a 40-foot-wide access and public utility easement and a 10-foot-wide snow storage easement.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			Commission Findings	<p><i>A two-phase Development Agreement, Phase 1 is a proposed 36-unit single family residential development in Block 1, which will be rezoned from Tourist (T) to the General Residential Low Density (GR-L) Zoning District Phase 2 may or may not occur. No development is proposed or being permitted in Blocks 2-8. The City and Owner are negotiating an Option to Purchase Blocks 2-8. In the event the City and Owner do not complete the sale of the property, the Owner will return to the Planning and Zoning Commission with a separate PUD and preliminary plat for any future development. In</i></p>

				<p><i>Blocks 2-8, the Owner is retaining the existing zoning of the blocks that consist of Tourist and Recreational Use zoning designations.</i></p> <p><i>5 blocks are proposed within the Warm Springs Ranch Block 1 Subdivision. The block pattern is designed to comply with the lot requirements specified in Ketchum Municipal Code §16.04.040.F. The block configuration is designed based on the development's sites existing topography and natural features, including Warm Springs Creek. Consistent with Ketchum Municipal Code §16.04.040.G4, building envelopes outside of a 75-foot radius from the intersection have been shown on corner lots.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>H. Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;

				<ol style="list-style-type: none"> 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; 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°); 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; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited; 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets; 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 County Assessor's office before submitting same to council for preliminary plat approval; 14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 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; 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; 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; 18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement; 19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code; 20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and
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				<p>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 shall be required consistent with adopted city standards and where designated and shall be required improvement installed by the subdivider;</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; and</p> <p>24. 24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
			<p>Commission Findings</p>	<p><i>Noncompliant with streets standards for grade and intersection approach angles, existing Bald Mountain Road will be realigned to enhance access and safety. Bald Mountain Road will be a public street dedicated to the city. Parcels A and D will be private roads. Parcel A includes Townhouse Lane, Smelter Circle, and Mountain Creek Drive. Parcel D is Lopey Lane, which will access the unimproved parking lot. As specified in the proposed Development Agreement, the public will be permitted access on all private roads within Block 1 for walking or driving. No public parking will be permitted along the subdivision's private roads. As specified in the Development Agreement, the Owner will be responsible for year-round maintenance of all private roadways, including snow removal to maintain access, parking, and the emergency vehicle turnaround. The roadway plan is included on Sheet C-2 of the applicant's project plans. In addition to these roadways, the owner will install a new bus shelter on Parcel B along Warm Springs Road.</i></p> <p><i>Access to the single-family residences proposed on lots fronting Warm Springs Road (lots 33, 34, 35, and 36) shall be from Bald Mountain Road. The homes proposed on these lots shall be subject to Design Review pursuant to Chapter 17.96 of Ketchum Municipal Code.</i></p> <p><i>Ketchum Municipal Code §16.04.130 provides an opportunity for applicants to request waivers from certain subdivision standards. Waivers may be granted by the City Council on a case by case basis upon the recommendation of the Planning & Zoning Commission. The application for a waiver request must demonstrate that there are special physical characteristics or conditions affecting the property in question where literal enforcement of this chapter would result in undue hardship not the result of actions by the subdivider, and that the waiver would not be detrimental to the public welfare, health and safety, nor injurious to property owners in the immediate area.</i></p>

				<p><i>The applicant has requested waiver from certain street design and grading standards due to the site's topographical challenges. The applicant's waiver request and associated analysis is included as Attachment E to the Staff Report. Staff supports approving the applicant's waiver request because the project will improve the development's site circulation design, enhance safety, and expand pedestrian access.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>I. Alley Improvement Requirements: Alleys shall be provided in, 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 permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. 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>
			Commission Findings	<p><i>N/A. Warm Springs Ranch Block 1 Subdivision will be located within the City's General Residential Low Density (GR-L) Zoning District. Alleys are not required in residential areas.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J.	<p>J. Required Easements:</p> <ol style="list-style-type: none"> 1. 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. 2. 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. 3. 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. 4. 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. 5. 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

				<p>vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>6. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>7. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate 19on-vehicular transportation system throughout the city.</p>
			Commission Findings	<p><i>As specified in the proposed Development Agreement, the applicant will provide an easement for pedestrian access to open space. The pedestrian access easement will include a 6-foot wide shoulder consisting of road mix or a concrete sidewalk along Bald Mountain Road. The 6-foot wide pedestrian access to open space required to be installed adjacent to Bald Mountain Road as required pursuant to the Development Agreement is indicated on Sheet C-1 of the project plans.</i></p> <p><i>As required by Ketchum Municipal Code §16.04.040.J3, the Block 1 Subdivision includes a 10-foot wide fisherman/sportsman's access and nature study easement along the Warm Springs Creek riverbank. This public fishing access will be provided on Block 2 and accessed from Lopey Lane (Parcel D) within the Block 1 Subdivision.</i></p> <p><i>The applicant has provided an access and public utility easement benefiting the adjacent Country Club Townhomes and Warm Springs Townhouse Condominiums within Parcel A (Townhouse Lane). Parcel E is a parking space and trash receptacle easement to benefit the Warm Springs Townhouse Condominiums.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p>K. Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			Commission Findings	<p><i>Portions of existing water and sewer lines within the development site will be abandoned and new domestic water and sewer lines will be installed to serve the</i></p>

				<p><i>proposed residential subdivision. The water and sewer plan is indicated on Sheets C3 and C4 of the project plans (Attachment C). The existing sewer lines proposed to be abandoned must be maintained throughout construction until all new sewer lines have been installed.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p>L. Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p>
			Commission Findings	<p><i>Portions of existing water and sewer lines within the development site will be abandoned and new domestic water and sewer lines will be installed to serve the proposed residential subdivision. The water and sewer plan is indicated on Sheets C3 and C4 of the project plans (Attachment C). An additional 3rd valve shall be installed on the T at the intersection of Townhouse Lane with Mountain Creek Drive. Taps must conform to manufacturer's specifications for C-900 pipes. All opposing service line taps, such as at lots 3 & 4 and lots 33 & 34, must be offset from each other. The subdivision application requires chlorination flushing and pressure testing plan. The subdivision application plans require review and approval from the Idaho Department of Environmental Quality (DEQ).</i></p> <p><i>Fire hydrant valves shall be installed at the public water main. All fire hydrants shall be Mountain Style hydrants. A frost-free hydrant and drain rock shall be installed as a circulation point off the fire line extension at Smelter Circle.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>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.</p>
			Commission Findings	<p><i>N/A. Warm Springs Ranch Block 1 Subdivision is within a residential area. The residential subdivision does not adjoin incompatible uses of features, such as highways, railroads, commercial, or light industrial districts.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.1	<p>N. Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p>

				<ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet
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				(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.
			Commission Findings	<p><i>The applicant has submitted a preliminary soils report prepared by an Idaho-licensed engineer as required by Ketchum Municipal Code §16.04.040.N1. Due to the subdivision's proximity to Warm Springs Creek, prior to any work taking place, an erosion protection plan must be submitted with the construction drawings for the required improvements for review and approval by the City Engineer (Ketchum Municipal Code §12.04.030.K).</i></p> <p><i>Retaining walls are indicated on the grading and drainage plan (Sheet C-2). The supplemental materials include examples of retaining walls designs and materials, including gabion, concrete, stone veneer, faux rock, and ultrabock. The final construction drawings shall specify the design, materials, and dimensions for all retaining walls within the development. The roadway plan should include specifications, including a cross section, of the proposed retaining walls. A safety barrier, such as a guardrail or landscaped buffer, may be required for retaining walls sited adjacent to a walking or driving surface.</i></p> <p><i>Ketchum Municipal Code §16.04.130 provides an opportunity for applicants to request waivers from certain subdivision standards. Waivers may be granted by the City Council on a case by case basis upon the recommendation of the Planning & Zoning Commission. The application for a waiver request must demonstrate that there are special physical characteristics or conditions affecting the property in question where literal enforcement of this chapter would result in undue hardship not the result of actions by the subdivider, and that the waiver would not be detrimental to the public welfare, health and safety, nor injurious to property owners in the immediate area.</i></p> <p><i>The applicant has requested waiver from certain street design and grading standards due to the site's topographical challenges. The applicant's waiver request and associated analysis is included as Attachment E to the Staff Report. Staff supports approving the applicant's waiver request because the project will improve the development's site circulation design, enhance safety, and expand pedestrian access.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.0	<p>O. Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in</p>

				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.
			Commission Findings	<i>Drainage within the residential subdivision will be managed through a system of swales, catch basins, and drywells. The grading and drainage plan is indicated on Sheet C-2 of the project plans.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	P. Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			Commission Findings	<i>The applicant must coordinate with Idaho Power and Intermountain Gas to determine the location for all underground lines and connections. All utilities including, but not limited to, electricity, natural gas, telephone and cables services shall be installed underground. 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. (Ketchum Municipal Code §16.04.040.P).</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.Q	Q. Off Site Improvements: Where the off site 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.
			Commission Findings	<i>The new bus shelter is indicated on Parcel B (Sheet C-3). Mountain Rides has reviewed and approved the preliminary plans for the proposed bus stop location.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.R	R. Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Commission Findings	<i>The Block 1 Subdivision Preliminary Plat will create 36 single-family residential lots and parcels A, B, C, D, and E. The proposed Development Agreement will rezone Block 1 from Tourist (T) to General Residential (GR-L) Low Density. Portions of Block 1 are also within the Floodplain Overlay and Avalanche Zone.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.S	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.
			Commission Findings	<i>The project plans, including the riparian plan on Sheet L2, preserve natural features and will restore this section of Warm Springs Creek. Following the City Council's review and approval of the preliminary plat, the applicant shall prepare and submit final construction design plans for review and approval by the City Engineer.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67, of the Idaho Code the City has passed a subdivision ordinance, Title 16.
3. The Planning and Zoning Commission has authority to review and recommend approval of the applicant's Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
4. The project **does** meet the standards of approval under Chapter 16.04 of Subdivision Code Title 16.

DECISION

THEREFORE, the Ketchum Planning and Zoning Commission **recommends approval** of the Warm Springs Ranch Development and Rezoning Agreement, Large Block Preliminary Plat, and Block 1 Subdivision Preliminary Plat application this Tuesday, February 23rd, 2021 subject to the following conditions:

CONDITIONS OF APPROVAL

Development and Rezoning Agreement Conditions of Approval

1. The Development and Rezoning Agreement shall become effective upon the Owner and City signing the Purchase and Sale Option Agreement for Blocks 2-8.
2. Construction activity plans must limit impacts to the adjacent neighborhood. All contractor parking and materials shall be contained on site. Vacant lots within the Block 1 subdivision should be used for construction staging and material storage.
3. Warm Springs Ranch residents shall be permitted to park along the subdivision's private roads. Public parking is prohibited along the subdivision's private roads.
4. The 6-foot-wide pedestrian pathway shall be paved and improved to City standards for sidewalks. The pathway should include a delineation, like a rolled curb, from Bald Mountain Road.
5. Should the City purchase Block 2-8, (a) Lopecy Lane shall be dedicated as a public road and (b) The Owner's rights to restrict access shall be nullified.

Large Block Plat Conditions of Approval

1. Prior to the approval of the final plat map, all references to the 2009 development, including private roads and building envelopes on block 2-8, must be removed. The road configuration as approved with the Block 1 Subdivision Preliminary shall be shown on the Large Block Plat.

Block 1 Subdivision Preliminary Plat Conditions of Approval

1. Should the City purchase Block 2-8, Lopey Lane shall be dedicated as a public road.
2. Warm Springs Ranch residents shall be permitted to park along the subdivision's private roads. Public parking is prohibited along the subdivision's private roads.
3. The 6-foot-wide pedestrian pathway shall be paved and improved to City standards for sidewalks. The pathway should include a delineation, like a rolled curb, from Bald Mountain Road.
4. Shared lane markings and sharrows shall be added to Bald Mountain Road to accommodate bicyclists.
5. The applicant shall add a right-hand turn lane on Bald Mountain Road at its intersection with Warm Springs Road to enhance traffic flow. The right-hand turn lane shall be indicated on the roadway plan for review and approval by the City Engineer and the Streets Department.
6. The applicant shall add a plat note to the Block 1 Subdivision stating that: (a) development on the 36 lots shall not be eligible for any waivers or variances and (b) all new residential construction shall comply with all zoning and development standards specified in Title 17 of Ketchum Municipal Code.

Findings of Fact **adopted** this 9th day of March 2021.

Neil Morrow
Chair
City of Ketchum Planning and Zoning Commission

Attachment H: 2016
Annexation and Development
Agreement

Instrument # 640939

HAILEY, BLAINE, IDAHO

1-11-2017 05:06:09 PM No. of Pages: 276

Recorded for : CITY OF KETCHUM

JOLYNN DRAGE

Fee: 0.00

Ex-Officio Recorder Deputy

Index to: AGREEMENT/CORRECTION

JB

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**MEMORANDUM OF SECOND AMENDED AND RESTATED WARM SPRINGS
RANCH RESORT ANNEXATION AND DEVELOPMENT AGREEMENT**

THIS MEMORANDUM OF SECOND AMENDED AND RESTATED WARM SPRING RANCH RESORT ANNEXATION AND DEVELOPMENT AGREEMENT made and entered into by and between the City of Ketchum, Idaho ("Ketchum"), a Municipal Corporation and Helios Development, LLC (Owner"), a Delaware Limited Liability Company.

1. On August 11, 2009 Ketchum and Owner entered into the Warm Springs Ranch Resort Development Agreement ("Original Agreement"), recorded on August 13, 2009 in the records of Blaine County, Idaho as Instrument No. 570190, for the purpose of establishing certain rights and obligations of the Parties with regard to annexation of the real property described in Exhibit A and the development of the PUD Property, including limitations as to the use, development, design, phasing, construction of necessary improvements (on-site and off-site) and mitigating the impacts directly attributable to the PUD. The Original Agreement was first amended by Amendment dated May 10, 2010 and recorded on June 2, 2010 as Instrument No. 577973, records of Blaine County, Idaho and next amended by Instrument entitled Second Amendment, dated January 18, 2011 and recorded on March 7, 2011, as Instrument No. 585686, records of Blaine County, Idaho.
2. On April 2, 2012 Ketchum and Owner, entered into the Amended and Restated Warm Springs Ranch Resort Annexation and Development Agreement ("Amended and Restated Agreement") under and by virtue of which the Original Agreement was amended, supplemented and restated to supersede the Original Agreement and to memorialize certain changes in the arrangement between them. A Memorandum of Amended and Restated Warm Springs Ranch Resort Annexation and Development Agreement was then recorded in the office of the Blaine County Recorder's Office as Instrument No. 599902 on the 7th day of August, 2012.

STATE OF CALIFORNIA)
Santa Barbara) ss.
County of Los Angeles)

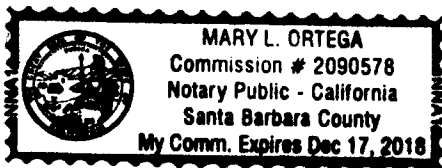
DIANE BOSS, being first duly sworn on oath, deposes and says:

That she is the Authorized Agent of Zon Development, LLC, a Delaware Limited Liability Company, the managing member of Helios Development, LLC, a Delaware Limited Liability Company, one of the parties in the above-entitled Memorandum; that she has read the above and foregoing *Memorandum of Second Amended and Restate Warm Springs Ranch Resort Annexation and Development Agreement*, knows the contents thereof, and represents that the facts stated therein are true.

Diane Boss

Diane Boss

SUBSCRIBED AND SWORN TO before me this 6th day of Jan^{ml} 2017^{ml} ~~December, 2016.~~



Mary L. Ortega
Notary Public for California

My Commission Expires: 12/17/18

Acknowledgement

A notary public or other officer completing this Certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On the 6 day of Jan^{ml} 2017^{ml} ~~December, 2016~~ before me, Mary L. Ortega, a notary public for the state of California personally appeared **Diane Boss** known or identified to me to be the person whose name is subscribed to the within instrument as the authorized agent of Zon Development, LLC, a Delaware Limited Liability Company, as the Managing Member of Helios Development, LLC, and acknowledged to me that she executed the same on its behalf as such Managing Member of Helios Development LLC, and that such Limited Liability Company executed the same.

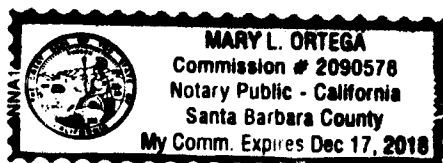
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

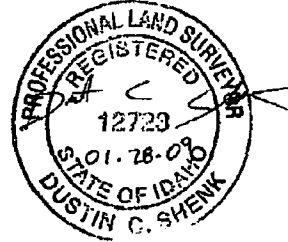
Mary L. Ortega
Notary Public for California

My Commission expires: 12/17/18



Benchmark Associates, P.A.

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-788-1479 : Facsimile 208-788-1044



LEGAL DESCRIPTION FOR: PROPOSED WARM SPRINGS RANCH ANNEXATION INTO THE CITY OF KETCHUM

A PARCEL OF LAND

**Located Within: Sections 11, 12 and 13, and a Portion of H.E.S. 292,
Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho**

Being all of Tax Lots 8074 (formerly T.L. 6980), 8079 (formerly T.L. 7642), 8080 (formerly T.L. 7643) and 8082 (formerly T.L. 7926), also a Portion of Tax Lots 8075 (formerly T.L. 7638), 8076 (formerly T.L. 7639) and 8077 (formerly T.L. 7640), Township 4 North, Range 17 East, Boise Meridian:

The above described Parcels being shown on that Record of Survey recorded as Instrument #536423, records of Blaine County, Idaho and being more particularly described by metes and bounds as follows:

COMMENCING at the Center North 1/16 corner of Section 13, running thence S89°27'01"W, 660.25 feet to the CENW 1/64 Corner of said Section 13, said corner being the TRUE POINT OF BEGINNING;
thence S89°50'16"W, 664.57 feet to the Northwest 1/16 Corner of said Section 13;
thence N01°28'41"E, 882.68 feet to a point lying S01°28'41"W, 451.06 feet from the West 1/16 Corner common to Sections 12 and 13;
thence N33°55'54"W, 539.60 feet along a PROPOSED BLM LAND ACQUISITION PARCEL to a point on the Section Line Common to said Sections 12 & 13 said point lies S89°24'51"W, 312.86 feet from said West 1/16 corner common to Section 12 and 13;
thence along said Section Line S89°24'51"W, 340.51 feet to the WW1/64 Corner of said Sections 12 & 13;
thence along said Section Line S89°41'29"W, 652.58 feet to the Section Corner Common to Section 12 & 13 only;
thence along the Section Line Common to Sections 11 and 12, N00°46'11"E, 422.02' to the intersection of said Section Line and the Southern Boundary of H.E.S. 292;
thence S80°24'44"W, 2206.75 feet along the south boundary of said H.E.S. 292 to the east boundary of Tax Lot 3082;
thence N00°26'48"E, 765.87 feet along the east boundary of said Tax Lot 3082 and Tax Lot 2784 to a point on the south boundary of Tax Lot 5103 and Mendivil Subdivision, recorded as Instrument #282862, records of Blaine County;
thence S53°49'42"E, 183.90 feet along said south boundary of Tax Lot 5103 to southwest corner of Lot 12, Warm Springs Creekside Subdivision, recorded as Instrument #16033, records of Blaine County;

thence along the south boundary of said Warm Springs Creekside Subdivision by the following courses:
S46°44'58"E, 73.97 feet;
S56°52'58"E, 75.36 feet;
S61°05'58"E, 74.58 feet;
S65°47'22"E, 101.10 feet;
S89°01'17"E, 100.62 feet;
N73°12'29"E, 98.50 feet;
N74°59'49"E, 97.10 feet;
N80°34'44"E, 76.20 feet;
N79°49'43"E, 75.99 feet;
N80°40'31"E, 76.18 feet;
N86°16'48"E, 77.89 feet;
N71°01'39"E, 75.00 feet;
N89°42'41"E, 65.71 feet;
N66°05'23"E, 169.14 feet;
thence N41°05'16"E, 140.77 feet to the southernmost corner of Lot 1A, Lost Hills Subdivision recorded as Instrument #460880, records of Blaine County, Idaho;
thence N38°01'39"E, 69.39 feet along the south boundary of said Lot 1A;
thence continuing along said south boundary N55°19'48"E, 43.17 feet to the southwest corner of Rockview West Condominiums, recorded as Instrument #198899, records of Blaine County, Idaho;
thence along south boundary of said Rockview West Condominiums N55°19'48"E, 26.20 feet;
thence continuing along said south boundary N67°46'41"E, 60.05 feet to the southwest corner of Lot 1, Fern Tree West Subdivision, recorded as Instrument #213625, records of Blaine County, Idaho;
thence along the south boundary of said Lot 1 by the following courses: N67°46'41"E, 13.93 feet;
N77°05'15"E, 76.50 feet;
N84°23'36"E, 40.45 feet to the southwest corner of Fern Tree West Condominiums, recorded as Instrument #232805, records of Blaine County, Idaho;
Thence along the south boundary of Fern Tree West Condominiums N84°23'36"E, 25.31 feet;
thence continuing along said south boundary N63°56'57"E, 68.33 feet to the southwest corner of Rockview East Townhouses, recorded as Instrument #397778, records of Blaine County, Idaho;
thence N85°01'05"E, 104.78 feet along the south boundary of Rockview East Townhouses to the southwest corner of Kelch and Release Townhouses, recorded as Instrument #404114, records of Blaine County, Idaho;
thence along the south boundary of Kelch and Release Townhouses by the following courses:
N85°31'10"E, 27.06 feet;
S05°42'25"E, 19.21 feet;
S88°19'11"E, 65.22 feet to the southwest corner of Pioneer Condominiums, recorded as Instrument #267425, records of Blaine County, Idaho;
thence N87°36'51"E, 63.73 feet along the south boundary of said Pioneer Condominiums to a point on the westerly boundary of Sun River Townhomes, recorded as Instrument #311136, records of Blaine County, Idaho;
thence S02°23'42"W, 9.71 feet along the west boundary of said Sun River Townhomes;
thence S84°21'39"E, 61.63 feet along the south boundary of said Sun River Townhomes;
thence along said south boundary S76°31'11"E, 35.47 feet to the southwest corner of Tax Lot 7833 as shown on that Record of Survey for Mr. Don Gilday recorded as Instrument #268626, records of Blaine County, Idaho;
thence along the Southerly Boundary of said Tax Lot 7833 S76°19'18"E, 67.81 feet;
thence continuing along said Southerly Boundary S71°00'37"E, 76.25 feet to a point on the Southerly boundary of Tax Lot 8075;
thence along said Southerly boundary of Tax Lot 8075 S89°43'23"E, 152.67 feet;
thence continuing along said southerly boundary S77°45'05"E, 101.20 feet;
thence departing said Southerly Boundary and following the existing Corporate Limits of Ketchum per Judgment Civil No. 3167 by the following courses:

N30°45'37"E, 50.00 feet;
 thence S59°14'24"E, 350.00 feet;
 thence S30°45'36"W, 40.00 feet;
 thence S59°14'24"E, 125.00;
 thence N30°45'36", 50.00 feet;
 thence S39°59'24"E, 135.00 feet;
 thence S11°00'36"W, 100.00 feet;
 thence S54°30'36"W, 95.00 feet to a point on the Southerly Boundary of Tax Lot 8077;
 thence along said Southerly Boundary by the following courses:
 S29°41'05"E, 133.71 feet;
 thence S65°42'28"E, 69.22 feet;
 thence S63°57'15"E, 131.45 feet;
 thence S70°37'05"E, 181.81 feet;
 thence S43°13'55"E, 160.15 feet;
 thence S33°44'00"E, 56.40 feet to the Southernmost Corner of said Tax Lot 8077;
 thence along the northerly boundary of Tax Lot 8082 S33°38'55"E, 67.54 feet to the Intersection
 of Sections 12 and 13 and the Southwesterly boundary of Warm Springs Townhouse No. 2, said
 plat being on file of the Blaine County Recorder;
 thence S33°38'55"E, 105.44 feet along said boundary to the Northwestern corner of Tax Lot
 6571;
 thence S50°39'23"E, 180.35 feet along the Southwesterly boundary of Tax Lot 6571;
 thence S45°12'11"E, 239.58 feet to the Westerly corner of Tax Lot 7948;
 thence S45°27'01"E, 142.60 feet along the Southwesterly boundary of Tax Lot 7948;
 thence S43°32'16"E, 61.00 feet along the Southwesterly boundary of Tax Lot 7948 to the
 Westerly corner of Tax Lot 3217;
 thence S40°42'31"E, 60.56 feet along the Southwesterly boundary of Tax Lot 3217 to the
 Westerly corner of Tax Lot 7617;
 thence S30°49'41"E, 87.55 feet to a point on the Westerly boundary of Lot 1, Block 5, SUN
 VALLEY SUBDIVISION 1ST ADDITION REVISED;
 thence S13°11'08"E, 202.40 feet along said Westerly boundary;
 thence S34°20'18"E, 5.47 feet to a point on the Northerly boundary of Lot 4A, SUN VALLEY
 SUB., 1ST ADD. REV., BLOCK 5, REPLAT OF LOT 4 AND LOT 7A said plat being on file with
 the Blaine County Recorder;
 thence N74°20'27"W, 7.98 feet along said Northerly boundary;
 thence along the Westerly boundary of said Lot 4A and Lot 7AA of same said REPLAT by the
 following courses:
 thence S11°48'54"W, 34.06 feet;
 thence S19°39'59"W, 21.70 feet;
 thence S10°38'35"W, 22.88 feet;
 thence S02°18'27"W, 90.75 feet;
 thence S36°53'14"E, 7.24 feet;
 thence S05°54'54"W, 38.05 feet;
 thence S05°24'38"E, 37.44 feet;
 thence S23°28'05"E, 49.10 feet;
 thence S30°24'02"E, 45.25 feet;
 thence S30°46'34"E, 31.10 feet to the northwest corner of Lot 8A, SUN VALLEY SUB., 1ST
 ADD., REV., BLOCK 5, REPLAT OF LOTS 8A & 9A;
 thence along the Westerly boundary of said Lot 8A by the following courses: thence S18°19'31"E,
 36.69 feet;
 thence S02°54'06"E, 32.00 feet;
 thence S14°07'43"W, 24.42 feet;
 thence S22°44'11"W, 27.91 feet;
 thence S00°26'46"E, 20.08 feet to a point on the Southerly boundary of the NE1/4NW1/4 of
 Section 13;
 thence S89°27'01"W, 143.94 feet along said Southerly boundary to the TRUE POINT OF
 BEGINNING.

**SECOND AMENDED AND RESTATED WARM
SPRINGS RANCH RESORT ANNEXATION AND
DEVELOPMENT AGREEMENT**

By and Between

CITY OF KETCHUM

and

HELIOS DEVELOPMENT, LLC

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SPRINGS RANCH RESORT
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**SECOND AMENDED AND RESTATED WARM SPRINGS RANCH RESORT
ANNEXATION AND DEVELOPMENT AGREEMENT**

THIS SECOND AMENDED AND RESTATED WARM SPRINGS RANCH RESORT ANNEXATION AND DEVELOPMENT AGREEMENT ("**Agreement**"), is entered into this 19 day of December, 2016 ("**Effective Date**"), by and between the CITY OF KETCHUM, IDAHO, a municipal corporation, ("**Ketchum**") and HELIOS DEVELOPMENT, LLC, a Delaware limited liability company authorized to do business in the state of Idaho ("**Owner**"), and together with Ketchum (the "**Parties**").

RECITALS

WHEREAS, Owner owns parcels of land adjacent and contiguous to the municipal boundary of Ketchum, more particularly described in **Exhibit A** attached hereto and incorporated by reference herein, which is currently zoned Recreation Development District and Residential 10 (UIB) under the Blaine County Zoning Ordinance;

WHEREAS, Owner also owns parcels of land currently within the municipal boundary of Ketchum, more particularly described in **Exhibit B** attached hereto and incorporated by reference herein, the major portion of which is currently zoned Tourist (T) with a smaller portion zoned General Residential-Low (GR-L) under Ketchum's Zoning Ordinance;

WHEREAS, Owner has initiated a request to the United States Department of Interior, Bureau of Land Management ("**BLM**") for the purchase of a 1.62 acre parcel of BLM land ("**BLM parcel**") adjacent to its property and historically thought to be privately owned as part of the Warm Springs Ranch, and which, if such purchase is completed, will be included in the Project;

WHEREAS, Owner has requested that the real property described in **Exhibit A** be annexed into and developed along with the lands described in **Exhibit B**, as a single unified Planned Unit Development ("**PUD**"), in accordance with the current PUD Ordinance and other applicable ordinances and regulations of Ketchum. (The lands described in **Exhibit A** and **Exhibit B** are collectively referred to in this Agreement as the "**PUD Property**");

WHEREAS, Ketchum desires Owner to annex and develop the PUD Property under its ordinances and regulations in order to provide for the orderly extension of its boundaries and obtain certain public benefits;

WHEREAS, Owner, as the owner of the PUD Property, agrees to submit the PUD Property to an annexation and development agreement pursuant to Idaho Code § 67-6511A and Ketchum City Code Section 17.154;

WHEREAS, Ketchum is a municipal corporation having all of the powers and authority granted municipalities under the laws of the state of Idaho, including, without limitation, the authority to contract (Idaho Code§ 50-301), to annex (Idaho Code § 50-222), to zone parcels of real

property (Idaho Code § 67-6511), to approve planned unit developments (Idaho Code § 67-6515), to approve special use permits (Idaho Code § 67-6512), to enter into development agreements (Idaho Code§ 67-6511A), and to approve subdivisions (Idaho Code§ 67-6513);

WHEREAS, on February 11, 2008, Owner filed the following applications with Ketchum for development of the PUD Property: (1) a Request for Annexation of the Property and Zoning upon Annexation; (2) an application for a PUD-Conditional Use Permit; and (3) a Large Block Subdivision Plat Preliminary Plat Application ("Large Block Plat"), (collectively referred to as the "Original Applications"), so that Ketchum can review all of the applications affecting the use and development of the PUD Property in an integrated manner consistent with Ketchum's current Comprehensive Plan and land use ordinances;

WHEREAS, Owner updated the Land Use Applications on May 9, November 3 and 12, and on December 1, 2 and 16, 2008 with additional information in response to Planning and Zoning Commission workshops and public hearings, City Council public hearings, and public input (collectively referred to as the "Updated Application Submittals," and together with the Original Applications the "Land Use Applications");

WHEREAS, the lands described in Exhibit A and sought to be annexed are within Ketchum's Area of City Impact and subject to the 1994 Area of City Impact Agreement ("ACI Agreement") between Ketchum and Blaine County, and Blaine County has been provided with notice of the Land Use Applications as required by said Agreement;

WHEREAS, Ketchum has the capacity to provide essential services to the PUD Property including water, sewer and emergency services, based in part on the improvements and terms as specified herein;

WHEREAS, Ketchum, having held all lawfully required public hearings and public meetings for consideration of said annexation and zoning request, each of the Land Use Applications and this Agreement; approving said annexation and zoning request, and each of the Land Use Applications, and this Agreement; and having adopted findings of fact, conclusions of law as the written decision with regard thereto in conjunction with this Agreement;

WHEREAS, it is in the best interests of Ketchum and Owner that the lands described in **Exhibit A** be annexed into Ketchum and, together with the lands described in **Exhibit B**, be developed in accordance with this Agreement and the PUD Development Plan;

WHEREAS, Ketchum has determined in the Findings that annexation of the real property described in **Exhibit A** constitutes an orderly extension of its municipal boundaries and property within the Ketchum area of city impact and that such annexation and the PUD Development Plan are: (1) consistent with the Ketchum Comprehensive Plan; (2) appropriately zoned Recreational Use (RU) and Tourist (T), as set forth in the PUD Development Plan; (3) comply with the requirements of all state statutes and Ketchum city ordinances; and (4) it is in the best interests of Ketchum to enter into this Agreement in order to provide for orderly annexation and development of the PUD

Property;

WHEREAS, Ketchum has considered the ACI Agreement between Blaine County and Ketchum and has determined that the Recreational Use (RU) and Tourist (T) zone designations are appropriate for the PUD Property as delineated in the 2001 Ketchum Comprehensive Plan;

WHEREAS, Owner has agreed to the use restrictions and other limitations set forth herein upon the use and development of the PUD Property and the zoning designations to be placed upon the real property described in **Exhibit A** set forth in this Agreement;

WHEREAS, on August 11, 2009 Ketchum and Owner entered into the Warm Springs Ranch Resort Development Agreement ("**Original Agreement**"), recorded on August 13, 2009 in the records of Blaine County, Idaho as Instrument No. 570190, for the purpose of establishing certain rights and obligations of the Parties with regard to annexation of the real property described in **Exhibit A**, and the development of the PUD Property, including limitations as to the use, development, design, phasing, construction of necessary improvements (on-site and off-site) and mitigating the impacts directly attributable to the PUD. The Original Agreement was first amended by Amendment dated May 10, 2010 and recorded on June 2, 2010 as Instrument No. 577973, records of Blaine County, Idaho and next amended by instrument entitled Second Amendment, dated January 18, 2011 and recorded on March 7, 2011, as Instrument No. 585686, records of Blaine County, Idaho. The Original Agreement was then restated, amended, and superseded on April 2, 2012 by mutual agreement of the Parties to the [First] Amended and Restated Warm Springs Ranch Resort Annexation and Development Agreement. ("**First Amended Agreement**") It is the intention of Ketchum and Owner, by this Second Amended Agreement to again restate, amend, supplement the First Amended Agreement and confirm the provisions of their relationship and, thereby supersede any and all prior agreements and to memorialize certain changes in the arrangement between them.

WHEREAS, On December 19, 2016 Ketchum and Owner entered into the Second Amended and Restated Warm Springs Ranch Resort Development Agreement, recorded on December ____, 2016 in the records of Blaine County, Idaho as Instrument No. _____.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, Ketchum and Owner hereby mutually covenant and agree as follows:

1. DEFINITIONS.

Throughout this Agreement, the following terms will be defined as follows:

1.1 "Annexation Findings" shall mean the findings of fact, conclusions of law and decision approving Owner's Request for Annexation of the Property and Zoning upon Annexation, adopted by the Council on the April 7, 2009. A copy of the Annexation Findings is attached hereto as

Exhibit C and incorporated herein by reference.

1.2 “Bench Areas” shall refer to the level areas of the existing golf course on the western portion of the PUD Property. These level areas are elevated by short, steep steps that contain isolated pockets where the slope is 25% or more and are indicated on the map attached hereto as **Exhibit D**. The Parties agree the Bench Areas are not situated in and shall not be subject to the requirements of the Mountain Overlay District.

1.3 “Commission” shall mean the City of Ketchum’s Planning and Zoning Commission.

1.4 “Council” shall mean the City Council of the City of Ketchum.

1.5 “Date of Application” means February 11, 2008.

1.6 “Design Review” shall mean and include the procedures, criteria and standards established by Ketchum City Code 17.96, as adopted and in effect on the Date of Application.

1.7 “Effective Date” means the date this Agreement is fully executed by the Parties or the date on which the approvals described in the Findings are final, whichever occurs later.

1.8 “Findings” collectively refers to the Annexation Findings, PUD Findings and Large Block Plat Findings. All such Findings are incorporated by reference herein.

1.9 “Gross Square Footage” means gross floor area as defined in the Ketchum Zoning Ordinance.

1.10 “Initial Phase” means the first permitted part of the Project, which shall be obtained on or before August 2, 2016.

1.11 “Ketchum PUD Ordinance” shall mean Title 16, Chapter 16.08 of the Ketchum City Code, as adopted and in effect on the Date of Application.

1.12 “Ketchum Subdivision Ordinance” shall mean Title 16, Chapter 16.04 of the Ketchum City Code, as adopted and in effect on the Date of Application.

1.13 “Ketchum Zoning Ordinance” shall mean Title 17 of the Ketchum City Code, as adopted and in effect on the Date of Application.

1.14 “Ketchum Comprehensive Plan” shall mean the Comprehensive Plan adopted on March 1, 2001 by Ketchum by Resolution No. 756.

1.15 “Ketchum” shall mean the City of Ketchum, Idaho, a municipal corporation, acting by and through its duly elected City Council.

1.16 “Land Use Applications” shall mean collectively the Original Applications and the Updated Application Submittals, as amended, including the following: Application for Annexation, dated February 11, 2008; PUD-Conditional Use Permit Application, dated February 11, 2008; and the Large Block Subdivision Preliminary Plat Application, dated February 11, 2008.

1.17 “Large Block” shall refer to a block of the Large Block Plat, a copy of which is attached hereto as **Exhibit E** and incorporated herein by this reference as if set forth in full, and designated by the number assigned thereto.

1.18 “Large Block Findings” shall mean the findings of fact, conclusions of law and decision approving the Large Block Subdivision Plat Preliminary Plat Application, adopted by the Council on the April 7, 2009. The Large Block Plat Findings are attached hereto as **Exhibit F** and incorporated by reference herein.

1.19 “Mean High Water Mark, or “MHW,” shall have the meaning ascribed to it by Ketchum City Code Section 17.88.040 on the Effective Date. As used herein, MHW shall mean the MHW which exists after completion of all stream restoration work.

1.20 “Owner” shall mean Helios Development, LLC, a Delaware limited liability company, and its successors and assigns.

1.21 “Project” shall mean the development of the PUD Property contemplated in the PUD Development Plan.

1.22 “PUD Development Plan” shall mean and consist of the development plan described in the Land Use Applications including the PUD-Conditional Use Permit for the PUD, which upon issuance by Ketchum and acceptance by Owner shall be, and is hereby incorporated into this Agreement by reference.

1.23 “PUD Findings” shall mean the findings of fact, conclusions of law and decision approving the PUD-Conditional Use Permit application, adopted by the Council on April 7, 2009, as amended on November 29, 2011. The PUD Findings are attached hereto as **Exhibit G** and incorporated by reference herein.

2. LEGAL AUTHORITY.

This Agreement is made pursuant to and in accordance with the provisions of Idaho Code §§ 50-222, 50-301, 67-6511A, 67-6512, and Ketchum City Code Chapter 17.54.

3. ANNEXATION ORDINANCE, ZONING ORDINANCE AMENDMENT, AND ZONING DESIGNATIONS.

Ketchum shall promptly adopt an ordinance annexing the portion of the property described in

Exhibit A and zone the entire PUD Property to Tourist (T) and Recreational Use (RU), as more particularly set forth in Section 3.1 herein, subject to the provisions of this Agreement, with the ordinance becoming effective following its passage, approval and publication. In addition, Ketchum shall amend the Comprehensive Plan Land Use Map to show Residential Occupancy and Recreation/Open Space on the areas to be annexed, with the designations subject to the boundaries of the Large Block Plat. Within thirty (30) days after the publication of the Annexation Ordinance, Owner shall remit to Ketchum a payment of \$106,000.00, which sum represents the fee for annexation of the property described in **Exhibit A**. In the event that the PUD Development Plan is amended to increase the number of units, Owner agrees to pay an additional annexation fee proportionate to the increase in units.

3.1 Zone Districts. The zone districts and use limitations applicable to the PUD Property shall be as set forth in the Findings.

3.1.1 Areas North of Warm Springs Creek. This area includes Block 1 of the Large Block Plat, and includes lands already within Ketchum. This area shall be designated Tourist (T) Zone District, on the Large Block Plat.

3.1.2 Areas South of Warm Springs Creek. This area includes Blocks 4, 5 and 6 of the Large Block Plat, which will include the residential villas and the hotel events house. This area shall be designated Tourist (T) Zone District on the Large Block Plat.

3.1.3 Open Space/Golf Course Areas. This area includes Blocks 2 and 7 of the Large Block Plat, which will include the golf course and open space. This area shall be designated Recreational Use (RU) Zone District on the Large Block Plat.

3.1.4 Southern Estate Lot. The area consists of a 2.47 acre parcel described as Block 8 and is part of a larger, undeveloped, eighteen (18) acre parcel on the southwest side of Warm Springs Creek. This area shall be designated Tourist (T) Zone District, on the Large Block Plat.

3.1.5 Western Estate Lot. This area consists of a 2.79 acre parcel adjacent to Warm Springs Creek at the westerly edge of the Project identified as Block 3 of the Large Block Plat. It shall be designated Tourist (T) Zone District on the Large Block Plat.

3.2 Overlay Districts. Portions of the PUD Property are constrained by floodplain, avalanche and hillside hazards. Therefore, the Floodplain Overlay District, Avalanche Overlay District and Mountain Overlay District, as shown on the Large Block Plat, respectively, shall be applied to these areas in addition to the underlying zoning designation for each Large Block.

3.2.1 Floodplain Overlay District. The Floodplain Overlay District shall be applied to all Large Blocks abutting Warm Springs Creek (Blocks 1, 2, 3 and 8). The Floodplain Overlay District shall be defined through the Conditional Letter of Map Revision and the Letter of

Map Revision processes as set forth in the Federal Emergency Management Agency regulations. The Floodplain Overlay District shall be subject to Section 17.88 of the Ketchum Zoning Code. All other riparian and floodplain regulations shall be per the Ketchum Zoning Code.

3.2.2 Avalanche Overlay District. The Avalanche Overlay District shall be applied to all Large Blocks containing avalanche terrain (Blocks 2, 4, 5, 6, 7 and 8). The high hazard areas (red avalanche zones) and low hazard areas (blue avalanche zones) shall be delineated on the Large Block Plat. Regulations applicable to the Avalanche Overlay District are set forth in Section 4.8 herein.

3.2.3 Mountain Overlay District. The Mountain Overlay District shall be applied to areas with a slope of greater than 25%, excepting Bench Areas, as shown on **Exhibit D**.

4. CONDITIONS ON DEVELOPMENT.

4.1 Design Flexibility. All development of the PUD Property shall be consistent with the PUD Development Plan and this Agreement; provided, however, it is the intent of this Agreement and the PUD Development Plan to allow design flexibility and not restrict authority to grant Design Review approval of any building consistent with this Agreement and the PUD Development Plan. In Large Block 1, Owner may have any mixture of unit types provided that Owner: (1) stays within the requirements of the Tent Diagram set forth in Section 4.3.2.6 herein; (2) does not exceed 620,146 gross square feet, exclusive of underground parking; (3) provides a minimum of 36,295 gross square feet of workforce housing; (4) provides a minimum of 120 hot beds/keys; and (5) provides a mixture of unit types, including: residences, condominium suites, fractional, town homes and traditional hotel rooms.

4.2 Additional Applications. While Owner has conducted pre-application Design Review for the concepts for certain structures shown on the PUD Development Plan, Owner will also submit such applications regarding Design Reviews, final plat reviews, conditional use permits, if applicable, and any other applications as may be required by the Ketchum City Code in effect on the Effective Date. Such other applications may include additional pre-application Design Review submittals except as otherwise provided in §6.7.3 herein. Ketchum, having exercised its discretion in approving this Agreement and the PUD Development Plan, shall act reasonably in good faith when processing the approval or issuance of such applications, permits, plans, specifications, plats, and/or entitlements for the Project as may be necessary or prudent in order to implement the Project, and consistent with the Ketchum City Code, the terms of this Agreement and applicable State and/or federal laws. Except as otherwise provided herein, or in the PUD Development Plan, the Project shall comply with the Ketchum City Code in effect on the Effective Date. Notwithstanding any contrary provision in this Agreement, Owner may elect to comply with the Ketchum City Code in effect on the date on which Owner makes application for any permits, approvals and/or entitlements for the Project and Ketchum agrees to accept such compliance as it relates to such permit, approval and/or entitlement. Unless otherwise expressly provided at the time of approval or issuance of any application, permit, plan, specification, plat and/or other entitlement

required for the Project, all requirements of this Agreement, the PUD Development Plan and the Ketchum City Code applicable to such application, permit, plan, specification, plat or other entitlement shall be deemed waived by Ketchum, or fulfilled by Owner, upon approval or issuance of any such application, permit, plan, specification, plat and/or other entitlement for the Project.

4.3 Large Block 1 Gross Floor Area and Flex Footage. Except as otherwise provided herein, the total developed gross floor area of the Project (as defined in Ketchum City Code Section 17.08.020) shall not exceed 728,446 gross square feet exclusive of underground parking, and shall have substantially consistent gross square footages and mix of housing types as set forth in the PUD Findings. As set forth in the PUD Findings, Owner shall be allowed up to a five percent (5%) increase in gross square footage flexibility (“Flex Footage”) and 30,000 square feet of additional circulation area in Block 1, not to exceed a maximum of 620,146 gross square feet, consistent with the provisions in Section 4.1 herein. Total building lot coverage shall be consistent with the gross square footages and acreages contained in the PUD Findings.

4.3.1 Residential Development.

4.3.1.1 Acreages and Floor Area. Residential development on the PUD Property shall be consistent with the acreages set forth in the PUD Findings and shall not substantially exceed the total floor area for the housing types set forth in the PUD Findings.

4.3.1.2 Setbacks. Minimum setback distances shall comply with the requirements set forth in the PUD Findings.

4.3.1.3 Setbacks from Creeks and Wetlands. Building structures on the north side of Warm Springs Creek shall be set back a minimum of twenty-five feet (25') from the MHW and residential structures on the south side of Warm Springs Creek shall be set back a minimum of fifty feet (50') from the MHW. In addition, all building structures shall be set back a minimum of seventy-five feet (75') from the edge of jurisdictional wetlands on the PUD Property.

4.3.1.4 Workforce Housing. Consistent with Sections 4.1 and 4.3 herein, workforce housing shall consist of co-housing units, one-bedroom units, and two-bedroom units sufficient to house 93 people. Additional regulations relating to workforce housing are addressed in Section 13 herein.

4.3.1.5 Community Housing. Owner's requirement to provide community housing as part of the Project is fulfilled by Owner's agreement to establish a dedicated Community Housing Fund, to be funded with a voluntary real estate transfer fee as described in Section 14 herein. Covenants relating to the real estate transfer fee are contained in Section 14 herein.

4.3.2 Hotel and Commercial Development.

4.3.2.1 Core Hotel Building. The hotel shall consist of an iconically designed core hotel building operated at industry acknowledged five-star standards. As used herein, the

reference to “iconically designed core hotel building operated at industry acknowledged four or five star standards” means an upscale hotel providing the guest with a luxury experience in a distinctive setting, including expanded amenities and exceptional service, plus the following characteristics:

- An impressive, well integrated and excellent architectural design;
- A lobby area located away from main traffic areas with multiple conversation groupings and recognizable guest service area and bell stand;
- An upscale full service restaurant, separate lounge and bar area;
- On site recreational facilities, spa and fitness center, including pool, hot tub, steamroom and locker area;
- Meeting rooms;
- Turn down service, valet parking, baggage service, laundry service, newspaper service, room service, computer access, pool service, spa and fitness center service, ice service, flower service and concierge service; and
- Staff preparation and training to insure service is flawless from initial reservation call to departure.

Illustrative of the foregoing, the Mobil 4-star and 5-star requirements are set forth in **Exhibit I**. The Mobil standards are attached hereto for illustrative purposes only and are not intended to establish specific criteria for Owner’s performance.

The core hotel building may include the following: condominium suites sold yet available for rental; fractional units (warm beds) and private residences (cold/warm beds). Of these units, a range of 120-126 hot beds/keys will be made available for rental in a manner which satisfies Ketchum’s definition of “hotel.” The minimum number of hot beds/keys shall be 120, totaling approximately 102,856 gross square feet; provided, however, Owner shall increase the number of hot beds/keys in proportion to the amount of Flex Footage actually utilized. A proportional increase means that for every 4,672 gross square feet of Flex Footage, one (1) additional hot bed/key would be provided. If the entire Flex Footage is utilized, an additional six (6) hot beds/keys would be provided, raising the total to 126.

4.3.2.2 Local Option Taxes. The Project shall be subject to the provisions of Ketchum City Code Section 3.12, relating to local option taxes. Except as otherwise provided herein, Owner agrees that all rentals of housing units in the Project shall be subject to the local option tax, regardless of who makes the reservation, including independent third party travel agencies or other independent parties. Nothing herein shall be deemed or construed to require the owner of a housing unit within the Project to pay any local option tax to occupy their own unit for up to thirty (30) days. Further, the obligation to pay local option tax shall not apply to the rental of workforce housing units.

4.3.2.3 Commercial Development. The commercial portion of the hotel shall be developed ancillary to the hotel use and shall be limited to commercial uses compatible with a resort operated to industry five-star standards. Commercial uses may include, but are not limited

to: restaurants (including a stand-alone Warm Springs Ranch Restaurant), bars, gift shop, and spa/fitness center.

4.3.2.4 Events House. The Project shall include an events house (approximately 3,500 square feet) and an events lawn (for accommodation of approximately 500 people) for outdoor events, including small concerts, weddings, cocktail parties and other public and private events.

4.3.2.5 Parking. On-site parking will consist of a maximum of surface parking stalls and a parking structure with the final mix of parking spaces established during Design Review. The parking structure shall not exceed 109,750 gross square feet above grade and may have any amount of square footage below grade approved during Design Review.

4.3.2.6 Design Guidelines for Bulk and Mass. The Project shall comply with the design guidelines set forth below, which are taken from the envelope diagram document "Site Conditions and Constraints: Development Height Standards" dated June 10, 2008 ("**Tent Diagram**"), Drawing A.6, attached hereto as **Exhibit H** and incorporated herein by reference. Issuance of any building permit for the Project is conditioned on future Design Review approval.

A. Height and Bulk. All height and bulk limitations shall be in accordance with Tourist District except those items waived as an incident of the PUD Development Plan approval. The Tent Diagram illustrates areas where buildings may exceed height and bulk limitations, subject to the following limitations, which shall be implemented by the Commission applying the standards of Ketchum City Code Section 17.96, during the Design Review process:

1) Total Permitted Gross Floor Area, Core Hotel and other Buildings in Block 1. The total permitted gross floor area, as defined in Ketchum City Code Section 17.08.020, for Block 1, which includes the core hotel building, shall not exceed 620,146 gross square feet, except for underground parking and Flex Footage. Total Floor Area Ratio for all of Block 1 shall not exceed a FAR of 1.43, excluding all roadways and lands below MHW, except for underground parking and Flex Footage.

2) Building Blocks. The core hotel building shall be designed to read as a series of buildings by expressing the mass as a group of building blocks. Each building block mass shall be limited to the maximum horizontal and vertical dimensions listed below. Within the core hotel building there should be an iconic, recognizable elevated mass, which reads as the primary structure (area shown as 93' maximum height area). The core building should also incorporate several distinct steps in height to either side of the tallest building block. The dimension of these steps should average 15% - 20% of the height of the next tallest building block.

3) Maximum Horizontal Dimensions.

i) Large building planes shall be broken into smaller building blocks, specifically 120, 160 and 180 feet in length.

ii) Building blocks shall vary in size; not all building blocks may be of the maximum dimensional size.

iii) No dominant building block shall be more than 180' long without a "break" (a break shall be an interruption of the building wall plane with either a recess or an offset measuring at least 15' in depth), and 1/8 of the building in length (the offset angle constituting the "break" recess shall be between 30 and 90 degrees to the wall). For example, a facade of 180' in length must have a break that is 15' in depth by 22.5' in length.

iv) No individual facade face within the 180' building block shall be longer than 60' without an offset of 8' or greater.

v) The overall diagonal dimension of any structure shall not exceed 500' without a true building mass "opening" no less than 45' wide. Buildings may be connected through transparent openings that allow for light, air and public access. Such openings will not restrict the use of upper story bridges to connect volume as long as these bridges appear subordinate to the openings, a sense of transparency is maintained and the roofline of the bridges and adjacent buildings do not align.

4) Maximum Vertical Dimensions. With the exception to the 93' tall area considered to be the recognizable mass of the core hotel building, no building facade shall be taller than 35' in height without a horizontal articulation of 8' or greater as measured from average of finished grade.

5) Maximum Roof Lengths. With the exception to the 93' tall area considered to be the recognizable mass of the core hotel building, no uninterrupted roof ridge shall run longer than 180'. An interruption in roof ridge is created through the use of a visible change in ridge elevation.

6) Building Height. Building height and height location shall be restricted by the dimensions of the Tent Diagram, except architectural features such as towers, spires, chimneys, and similar architectural elements that do not include habitable space and covering not more than 5% of the adjacent roof area may exceed the allowed maximum building height by a height of 18'. Elevators and other mechanical structures must be fully concealed within the roof form.

7) Building Height Area Restrictions. The building mass shall be restricted within the illustrated building envelope boundaries shown on the Tent Diagram at different elevations by the following standard:

i) The gross floor area of a building will be limited to 15% of the gross building footprint when located above 80' above site elevation, which is an average of 5' above the mean high water mark of Warm Springs Creek across the length of any individual mass. For example, if the building footprint is 100,000 gross square feet, then no more than 15,000 gross square feet may be above 80' in height.

ii) The gross floor area of a building will be limited to 25% of the building footprint when located above 70' above site elevation, an elevation which is an average of 5' above the mean high water mark of Warm Springs Creek across the length of any individual mass. For example, if the building footprint is 100,000 gross square feet, then no more than 25,000 gross square feet may be above 70' in height.

iii) Building mass permitted by subsections 7(i) and 7(ii) above shall not be fully located at the perimeter of the building.

B. Measurement of Building Height. Building height shall be measured from the elevation 5,820'.

C. Floor Area of Upper Floors. The exact amount of floor area permitted at upper floors will be based on the Tent Diagram parameters. This would allow a maximum of 33,000 gross square feet above 70 feet, and 19,800 gross square feet above 80 feet.

D. Setbacks. Setbacks as required by the Ketchum Zoning Code are set forth in the Findings.

4.3.3 Open Space.

4.3.3.1 Design Standards and Calculations. Open space areas for the 77 acre PUD Property, which shall include the golf course, event lawn, and Warm Springs Creek, shall be developed as set forth in the Findings and subject to Design Review. Landscaping around buildings and areas used solely for circulation shall not be considered in the open space calculations, as these areas are provided as a function of all projects and are standard requirements of the Zoning Code.

4.3.3.2 BLM Parcel. The BLM parcel shall be included in the open space area of the PUD Property and shall be preserved as open space except as otherwise provided in the PUD Development Plan.

4.3.3.3 Golf Course Minimum Requirements. The golf course shall be designed with the following minimum requirements:

- Tees, greens and fairways shall have a seventy-five feet (75') setback from wetlands and a fifty feet (50') setback from Warm Springs Creek, and shall be oriented to drain away from the creek for water quality protection.
- Two ponds may be included in the golf course design to provide storage for irrigation water to the golf course and residential areas. The ponds shall be a natural design element with a twenty-five feet (25') vegetated buffer/setback for water quality protection and habitat.
- Floodplain mitigation shall be employed on the appropriate portions of the golf course.
- The golf course shall be operated substantially in conformance with the guidelines outlined in Section 16 herein.

4.4 CC&RS. The conditions, covenants and restrictions recorded against all portions of the PUD Property shall contain at least the following provisions:

- An allocation of responsibility for maintenance of all community and privately owned landscaping and amenities;
- An allocation of responsibility for the operations and maintenance of the pressurized irrigation system for the PUD Property; and
- No person or entity acquiring any portion of the PUD Property shall be permitted to develop, construct, erect, or install any building, utility, improvement or landscaping which does not conform in all respects to this Agreement and the PUD Development Plan. Owner agrees to obtain written approval from Ketchum prior to amending this provision of the duly recorded CC&Rs.

4.5 Fire. All fire code requirements of the Ketchum Fire Department shall be met, as outlined in the PUD Findings and/or Annexation Findings, or imposed as part of Design Review approval. Due to the classification of the core-hotel building as a high-rise building under the 2006 International Building Code (which Code has been duly adopted by Ketchum), Owner shall share proportionally in the estimated \$400,000 increase in fire apparatus costs of Ketchum over amounts within Ketchum's Capital Improvements Plan on the Effective Date, which increase is attributable to the need for a new ladder truck to access the upper floors of the core hotel building. Owner and Ketchum agree to negotiate in good faith the amount of said funds and the due date for payment which shall be coincident with the date the fire apparatus is required for Owner to be eligible for a building permit for the portions of the core-hotel building classified as a high-rise building. Any funds expended by Owner for this purpose shall be subject to reimbursement from any new high-rise building, as defined in the 2006 International Building Code, in Ketchum approved after the Effective Date, for a period up to twenty (20) years. Ketchum shall account to Owner upon request for

any moneys expended or received in connection with said apparatus or this Agreement.¹

4.6 Landscaping. A detailed landscape plan for each phase shall be submitted as part of the Design Review process and approved by the Commission. The landscape plan shall include the following, which is not exhaustive: species sizes, quantities and location; significant stepping and retaining walls between the PUD Property and existing development, particularly condominiums and townhomes to the east and southeast boundary of the PUD Property. The landscape plan for each phase shall describe and depict the intended buffering of the PUD Property from adjoining property. The landscape plan for each phase shall identify all existing trees to be preserved and the means and methods to be used to preserve such trees.

4.7 Avalanche Overlay District Regulations.

4.7.1 Roads. Roads may be located in the avalanche zones subject to the requirements of Section 4.7.5 herein.

4.7.2 Building Permits. No building permits for residential, commercial or year-round recreational uses will be issued within an avalanche zone, as shown on the Large Block Plat.

4.7.3 Notice. Any lot that is located within an avalanche zone, regardless of the building location, shall meet the notice requirements of Section 17.92.010E, Ketchum City Code.

4.7.4 Utility Meter Location. All utility meters near avalanche run-out paths shall be located in such a manner as to be protected from avalanche debris flow or settlement of debris piles in the event of an avalanche.

4.7.5 Avalanche Mitigation. Owner agrees to undertake additional avalanche mitigation measures, as determined by agreement with Ketchum, in the event conditions on north-facing slopes change in the future resulting in a material increase in the avalanche risk as a result of wildfire, insect infestation or other catastrophic event causing loss of vegetation, which mitigation measures may include, but are not limited to: site specific avalanche studies; forecasting, evacuation and the use of explosives to trigger small avalanches before large amounts of snow can accumulate and be released; construction of walls or ramps designed to deflect or redirect avalanches away from areas in need of protection; construction of supporting structures consisting of flexible nets, rigid fences or terracing designed to anchor snow to the ground in avalanche starting zones; closure of gates at roads within the Project; and erosion control. All private roads within the Project are subject to closure, in Owner's sole discretion, during times of high avalanche danger. Owner shall work with Ketchum Emergency Services personnel to establish standard protocols to be followed during times of elevated avalanche danger. Owner and Ketchum acknowledge that the intent of such protocols is to reduce the risk to both the public and emergency responders during periods of increased

¹ Reference to the 2006 International Code in this Section does not limit the application of the 2006 International Code, or its future amendments, to building permits or other construction requirements for the PUD Property.

avalanche danger, and such protocols will therefore include procedures for limiting or restricting access in avalanche zones to reduce these risks. At a minimum, during the period from December 15 through April 15, Owner shall post signs at all access roads within the Project worded as follows:

AVALANCHE AREA ACCESS
MAY BE RESTRICTED
DURING PERIODS OF
INCREASED AVALANCHE
DANGER

5. LARGE BLOCK GENERAL RESTRICTIONS.

The eight (8) Large Blocks of the Large Block Plat are each further defined and certain restrictions placed thereon as follows:

5.1 Large Block 1. Large Block Number 1 shall be limited to hotel, lodging, convention, workforce housing, and restaurant facilities together with related services and improvements, a golf club house, the Warm Springs Ranch restaurant, condominium units, fractional interests, townhouse units, and workforce housing units together with the parking garage and related improvements, subject to the square footage limitations contained in Section 4.3 herein, and as shown on the PUD Development Plan. All uses in Block 1, except workforce housing, shall be industry standard hospitality-related.

5.2 Large Block 2. Large Block Number 2 shall contain the golf practice facility described in Section 16. No further subdivision of said Large Block shall be permitted and shall be so restricted on the Large Block Plat. No structures shall be constructed thereon except for those related to golf course operations or passive recreation uses.

5.3 Large Blocks 3 and 8. Large Block Numbers 3 and 8 shall each contain no more than one residential lot, with a single building envelope in which one single family dwelling unit and no more than two accessory dwelling units may be constructed together with such other related improvements and accessory structures as permitted by the zoning regulations of the Ketchum City Code.

5.4 Large Blocks 4, 5 and 6. Large Blocks 4, 5 and 6 may contain any number of Villas having no more than 120,000 square feet total on all three Large Blocks, an events house and related improvements. Owner acknowledges that it will be necessary to amend the Large Block Plat to conform it to the provisions in this Agreement and Owner and Ketchum agree to undertake such an amendment prior to the commencement of construction.

5.5 Large Block 7. Large Block Number 7 shall be for pedestrian access and public uses such as hiking, jogging, Nordic skiing, snowshoeing, picnicking and similar passive recreational activities. Owner shall designate, construct and maintain the public trails and easements as shown on

the PUD Development Plan.

5.6 Total Permitted Density. The total permitted density of the entire PUD Property shall be no greater than as allowed in the PUD Findings.

6. PHASING OF DEVELOPMENT.

Owner shall develop the PUD Property pursuant to the schedule set forth herein. A concept of how phasing may progress, as presented by the Owner during the public hearing before the Ketchum City Council held March 30, 2009, is attached hereto and incorporated by reference herein as **Exhibit J**. Since the said hearing the parties have agreed upon the definitive Phasing Plan described in Section 6.7, below.

6.1 Building Permit Requirements. No building permits for any activity on the site shall be issued until: (i) the Owner submits a complete Riparian Restoration Management Plan as described further in Section 7 herein; (ii) Design Review for the then current phase has been completed by the Commission; and (iii) a Construction Staging and Mitigation Plan has been reviewed and approved by the Commission.

6.2 Certificate of Occupancy Requirements. No Certificates of Occupancy except for workforce housing units and the Warm Springs Restaurant shall be issued for buildings in a particular phase until the following items are complete as to the phase: (i) all roadways and pathways serving the phase are constructed; (ii) improvements required by Ketchum to Warm Springs Road and Bald Mountain Road and conveyance by Owner to Ketchum of all required rights-of-way are completed; (iii) perimeter landscaping on all Large Blocks in the particular phase is complete; (iv) the Parties have entered into the Road Security Agreement described in Section 10.8 herein; (v) funds for mitigation of Ketchum tennis and other recreational programs in the amount of \$300,000 are paid as set forth in Section 16.2 herein; and (vi) all workforce housing units included in the particular phase have been substantially completed and issued Certificates of Occupancy.

6.3 Landscaping Requirements. Owner shall install all landscaping and related improvements for each phase of the Project in accordance with Design Review requirements.

6.4 General Phasing Requirements. Each phase shall contain all the necessary elements and improvements to exist independently from proposed future phases. The elements of the PUD Project in each phase shall be included in a Phasing Plan described in Section 6.7.1. The commencement and duration of each phase shall be determined through the Design Review process, unless otherwise provided herein. The Large Block Plat shall be filed with the Blaine County Recorder, Hailey, Idaho, within one (1) year after approval by the Council. Failure to file such final plat within that time may cause all approvals of such final plat to be null and void. No building permit shall be issued with regard to any parcel of land within the PUD Property until the Large Block Plat has been recorded. Owner may request from Ketchum an extension of this development phasing schedule, including the deadline(s) for recording final plat(s), which request shall not be unreasonably denied, conditioned or delayed by Ketchum. Ketchum agrees a reasonable request includes a request for an extension of the development phasing schedule based on factors beyond Owner's control, including but

not limited to availability of credit facilities and market conditions.

6.5 Design Review. Except as otherwise provided in Section 7.1, no building permits or any other grading/excavation permits shall be issued until the Commission has completed Design Review of the phase in which the permitted work is to be performed. Owner acknowledges that nothing in this Agreement shall be deemed or construed as any assurance of Design Review approval. The following items shall be addressed at the Design Review stage:

- Design of cut/fill areas and retaining walls.
- Design of all accessory fences, structures and walls.
- Design for adequate bicycle loading and unloading outside of the parking structure.
- All project signage, particularly signage for the general public related to public amenities within the site.
- Exterior lighting plan, including Mountain Rides bus stop.
- Garbage access, location and design for the particular phase.
- Design of utility transformers on-site; resolution of power upgrades off-site.
- Parking dimensional requirements for the particular phase.
- Complete landscape plan for the applicable phase that details species size, location and quantities.
- Plan of all existing trees which are to be retained.
- Renderings of the buildings in the exterior elevation of applicable phase viewed from Warm Springs Road and Bald Mountain Roads.

6.6 Construction Staging and Mitigation. A detailed Construction Staging and Mitigation plan shall be approved by the Commission as part of the Design Review process, which plan shall include a requirement that Owner deposit funds, a letter of credit, a set-aside letter, or other financial assurance acceptable to Ketchum in a reasonable amount to be established to mitigate all impacts to Ketchum resulting from actual damage to water, sewer and/or other city-owned systems during construction of the Project.

6.7 Phasing and Performance Schedule.

6.7.1 Phasing Plan and Performance Schedule. Owner shall complete the entire Project in two phases ("Phasing Plan"). The initial phase ("Initial Phase") shall include the core hotel building (120 hot beds/keys minimum), parking garage, the golf course improvements described in Section 16, and the restoration of Warm Springs Creek. The second phase shall be the remainder of the Project, including creek side residences, ranch homes, main pedestrian pathway and summer path connections.

A. Initiation of Initial Phase. Owner shall apply for and obtain all required permits, including building permits, for at least the Initial Phase of these required improvements on or before December 19, 2020.

B. Right to Additional Extensions. Owner has the right to extend all approvals for an additional two (2) years beyond the date established for the Initiation of Initial Phase

(December 19, 2022), provided Owner completes the following during the fourth year:

1. Update and submit to the City, using consultants of its choice approved by the City, the following studies and plans:
 - a. Traffic Study addressing all infrastructure improvements identified in Section 9 and Section 10
 - b. Riparian Restoration Master Plan as identified in Section 7.7
 - c. Water and sewer capacity study addressing improvements in Section 11 and Section 12.
2. Owner agrees to mitigate any impacts identified as a result of the updated studies prior to issuance of certificate of occupancy. Mitigations will be identified based on current conditions and project impacts. The City represents it has no knowledge of any impacts beyond the scope of the existing studies it seeks to have mitigated by Helios. If the updated studies identify mitigations which are unnecessary in whole or in part, Helios shall be entitled to the benefit of the reduced mitigations.
3. In the event of a dispute, claim, question or disagreement arising out of the updated studies, or the mitigation measures referenced above, the Parties agree to use their best efforts to settle such disputes, claims, questions or disagreements. To this end they shall consult and negotiate with each other in good faith and attempt to reach a fair and equitable solution satisfactory to both parties. In the event the parties do not reach such a solution the Parties will submit the disputed issues to mediation in a timely manner. So long as the Parties have pursued and participated in mediation in a reasonably timely manner, the time needed for any such negotiation and mediation will be added to the performance deadlines in this Section 6.7.1.

C. Progress Reports. Upon written notice from the City, Owner agrees within 60 days to make written progress reports to the City starting on or before the second and fourth anniversary of the extension date. These progress reports will not require divulging proprietary, trade secret or confidential information but shall provide the City the following information:

1. Any progress on advancing of the project to the Initial Phase
2. Estimate of a realistic timeline before Owner will seek design review approval.
3. Description of whether and how Owner will provide a community benefit during the project delay. Benefits could be, but are not limited to, the property open to the public, donations towards local non-profit organizations, or ability to use the property for events.

D. Performance Schedule. In addition to the Phasing Plan, the City and Owner have agreed on the following performance schedule for other undertakings provided for in this Agreement. The overriding objective of the Phasing Plan is to provide a complete hotel amenity and operations base at the completion of each phase with enough critical mass to function as a four/five star quality hotel. One of the main objectives of the design process will be to insure that amenities and support facilities do not have to move at the end of each phase.

PERFORMANCE SCHEDULE

Action Item	Date ²	Responsible Person	Action/ Reference ³	Status
1	8/11/09	Owner & Ketchum	Annexation And Development Agreement Effective Date (§1.7)	Done
2	8/26/09	Ketchum	Adoption of Annexation Ordinance (§3)	Done
3	9/26/09	Owner	Pay Annexation Fee (§3)	Done
4	Prior to issuance of any Certificate of Occupancy	Owner & Ketchum	Negotiate amount and due date of fire apparatus fee (§4.5)	
5	4/6/10	Owner	Record Large Block Plat (§6.4)	Done
6	Before application for Design Review Approval	Owner	Obtain KCC approval of phasing Plan (§6.7.1)	Done
7	12/31/09	Owner	Apply for Design Review Approval (§6.7.2)	Done
8	Prior to issuance of any Certificate of Occupancy	Owner	Create historic narrative and brochure (§8.2)	

² All dates are subject to force majeure provision at §31 of Annexation and Development Agreement

³ All references are to sections of this Agreement

9	Prior to issuance of any Building Permit	Owner	Create SWPPP (§8.6)	
10	Prior to issuance of any Certificate of Occupancy	Owner	Contribution for Trails (§8.7.1)	
11	Prior to issuance of any Building Permit	Owner & Ketchum	Negotiate protocol for maintenance, repair and snow removal from Bald Mtn Road (§ 10.2)	

12	Prior to issuance of any Certificate of Occupancy	Owner	Provide easement for Townhouse Lane (§10.5)	
13	Prior to issuance of any Building Permit	Owner & Ketchum	Enter into Road Security Agreement (§10.8)	
14	Prior to issuance of any Building Permit	Owner	Pay proportionate amount of Lewis St and Warm Springs Road Intersection improvements (§10.10)	
15	1/15/10	Owner	Pay \$40K to city for VFD (§11.5)	Done
16	Prior to issuance of any Building Permit	Owner & Ketchum	Negotiate irrigation water rights agreement (§11.8)	
17	1/15/10	Owner	Pay up to \$15K for flow analysis (§12.2)	Done
18	1/15/12	Owner	Update phasing plan	Done
19	Prior to Issuance of an Certificate of Occupancy	Owner	Contribute \$150k recreation fee (§16.2)	
20	12/19/2020	Owner	Initiate initial phase without updating the studies referenced in Section 6.7.1.B (§1.1O and §6.7.1)	
21	12/19/2022	Owner	Initiate initial phase after updating the studies and completing the obligations referenced in Section 6.7.1.B	
22	12/19/2027	Owner	Complete project (§6.7.1)	

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6.7.2 Additional Pre-Application Design Review. Owner shall engage in up to two (2) pre-application Design Review meetings with Ketchum in Fiscal Year 2009. Ketchum agrees the total of all fees associated with the pre-application Design Review process shall not exceed \$37,000, provided that in the event more than two (2) pre-application Design Review meetings are held due solely to changes by Owner, Owner will be subject to standard Ketchum review fees in effect as of the date of such meeting(s). Owner shall commence Design Review on all buildings and amenities identified in Section 6.7.1 herein in calendar year 2009.

6.7.3 Design Review Deliverables. Pursuant to Ketchum City Code ("KCC") § 17.96.080, Ketchum and Owner agree Owner is required to deliver to Ketchum at the time of its Design Review application, only those documents listed in Exhibit "K" ("Design Review Deliverables") attached hereto and incorporated by reference herein. Ketchum acknowledges and agrees that the Design Review Deliverables, together with a completed application form and application fees, constitute a completed application pursuant to this Agreement and KCC §17.96.080.

Pursuant to KCC §17.96.080(D) certain Design Review submittals are waived as specified in this §6.7.3. The unique characteristics of the Project design includes buildings which are not standard 4-sided structures as are more commonly provided to Ketchum in Design Review; alternative methods to depict the maximum height and footprint of the tent diagram (also see Exhibit H) have been provided by Owner such that any additional height demonstrations on the site are hereby waived for Design Review. Since the staking of the townhouses and villas have not changed from the submittals acted upon by Ketchum in the Annexation, Rezone and PUD applications, additional staking for those specific buildings are waived unless their design is changed resulting in material differences in the staking. Staking of the Core Hotel, Restaurant and other buildings on Lot 1 are hereby waived unless buildings in Lot 1 exceed the bounds of the tent diagram.

As the Design Review Deliverables are deemed complete, Ketchum acknowledges and agrees the Design Review submission requirements of this Agreement and KCC are adequate for Ketchum's review and consideration of, and decision upon, each of the standards of evaluation contained in KCC §17.96.090B. In addition to the Design Review Deliverables, except as otherwise provided in this Section 6.7.3, Ketchum may request such additional materials, drawings or information that are necessary to make a determination regarding a particular evaluation standard contained in KCC §17.96.090B. Ketchum may impose, and Owner may elect to accept, conditions upon Design Review approval that address the submission of such additional materials, drawings or information at a later time to mitigate the additional cost of said items. In all cases, unless waived by Ketchum, all such additional materials, drawings or information shall be submitted prior to issuance of a building permit which relates to work described in said additional materials, drawings or information.

For purposes of Design Review and this Section 6.7.3, a design review sub-committee ("Committee") of the Commission is hereby established and shall have the power and authority to approve, disapprove or conditionally approve the following: (i) those matters delegated to it by the Commission including but not limited to such materials, drawings and information required to fulfill a

condition of the Design Review approval(s), and (ii) any Owner requested non-material changes to the Design Review approval(s), or the construction elements required of this Agreement. The Committee shall consist of three persons one of whom shall be the current director of the Community and Economic Development Department and one of whom shall be a current or former member of the Commission that participated in the original Design Review approval(s) and one of whom is a current member of the Commission as may be appointed by the Mayor and confirmed by the Council in the normal course. The members of the Committee appointed by the Mayor and approved by the Council shall serve until they are replaced or the Project is completed. In the event that a member of the Committee is unable or unwilling to serve the Mayor shall appoint and the Council shall approve a replacement. The vote or written assent of any two members of the Committee shall constitute action of the Committee. The Committee shall periodically report in writing all actions taken by it to the Commission. Material changes to the additional materials, drawings, information, the Design Review approval(s), or this Agreement, as reasonably determined by the Review Committee, must be submitted by Owner to Design Review as required by KCC. If the aforementioned Review Committee rejects Owner's submittals, or deems requested changes as material requiring Owner to undergo Design Review proceedings, such decisions may be appealed in writing by Owner to the Ketchum Planning and Zoning Commission within twenty (20) calendar days from the delivery to Owner of the Review Committee's written decision. If Owner disagrees with the Planning and Zoning Commission's determination that a change is material, that the submittals of additional materials, drawings, information are insufficient, or compliance with Design Review approval(s) or compliance with this Agreement has not been met, said determinations are appealable by Owner in writing to the Ketchum City Council within twenty (20) calendar days from the delivery to Owner of the final Planning and Zoning Commission written determination.

7. WARM SPRINGS CREEK AND RIPARIAN RESTORATION; FLOODPLAIN MITIGATION.

Owner shall restore and enhance Warm Springs Creek as set forth in the PUD Development Plan and the Phasing Plan

7.1 Compliance with Federal, State and City Permitting Requirements. All in-stream and riparian work shall comply with all applicable federal, state and city permitting requirements and shall be carried out substantially in accordance with approved mitigation measures. A complete submittal of all state and federal permit applications, submittals and approvals shall be provided to Ketchum. No work within jurisdictional areas shall commence until said permits have been issued and copies submitted to Ketchum and adjacent property owners are given notice of the commencement of such work.

7.2 Riparian Setbacks. No unauthorized construction activity shall occur within the riparian setbacks. Riparian setbacks shall be as follows: South side of Warm Springs Creek: fifty (50) feet from the MHW; North side of Warm Springs Creek: twenty-five (25) feet from the MHW.

7.3 Fisherman/Sportsman Access and Nature Study Center. A ten foot (10') fisherman/sportsman access and nature study easement shall exist from the mean high water mark

on Warm Springs Creek and as shown on the PUD Development Plan, and shall be open to the public at all times in accordance with Idaho Department of Fish and Game regulation, with the exception of periodic closures for riparian construction work as detailed in the Riparian Restoration Master Plan, or for security reasons. Public fishing within irrigation ponds and other artificial waterways on the PUD Property may be prohibited by Owner.

7.4 Cottonwood Riparian Vegetation. The existing cottonwood riparian vegetation along Warm Springs Creek on the southern portion of the PUD Property shall be undisturbed to the greatest extent possible.

7.5 Compliance with Floodplain Regulations. All proposed buildings, roads and bridges shall be designed to meet or exceed applicable floodplain regulations to enhance public safety.

7.6 Habitat and Flood Management. To achieve habitat and flood management benefits, portions of the PUD Property shall be designed to accommodate flooding with minimal depths and velocities over the golf course.

7.7 Riparian Restoration Master Plan. A complete riparian restoration master plan (“**Riparian Restoration Master Plan**”), which shall include a detailed stream, riparian corridor, wetlands, and floodplain design and plan, shall be submitted to Ketchum as required by Section 6.1 herein, which details the stream and riparian restoration process and procedures, including but not limited to: construction schedule for all in-stream activities; schedule for and analysis of all proposed herbicide use; delineation of vegetation to be preserved; erosion and sedimentation control plan; planting plan and schedule; and schedule for work impacting properties adjacent to the stream with adequate notice to said property owners. The Riparian Restoration Master Plan shall be developed and submitted as part of the Waterways Design Review application. Waterways Design Review shall be completed by Ketchum prior to any work commencing in the riparian corridors.

8. ENVIRONMENTAL PLAN.

Owner shall prepare and develop as part of Design Review a Warm Springs Ranch Resort Environmental Plan (“**Environmental Plan**”) and a Tree Preservation Plan (“**Tree Preservation Plan**”) for the PUD Property that incorporates the related concepts of wildlife habitat preservation/conservation, and flora/fauna preservation/conservation. The elements of the Environmental Plan and Tree Preservation Plan shall be incorporated in each phase of the Project. The Environmental Plan shall include landscape buffering and lighting restrictions to minimize the impact on wildlife passage through Large Block 8 after development of said property.

8.1 Fishing Access. Owner, at its sole expense, will provide at least one (1) access that complies with Americans with Disabilities Act requirements for fishing of Warm Springs Creek, and Owner will, subject to reasonable rules and regulations, allow pedestrian access for fishing along the entire reach of the PUD Property as described in Section 7.3 herein and shown on the Large Block Plat.

8.2 Cultural Heritage Preservation. To preserve the cultural heritage of the PUD Property, Owner agrees to the following:

- Compiling a written historic context narrative of the Warm Springs Ranch property, including copies of related historic photographs. A copy of the narrative will be provided to the Ketchum Community Library.
- Creating an interpretive brochure with map and historic photographs of the Warm Springs Ranch which will be made available to WSRR guests. The restaurant, or other public location, will also exhibit larger copies of historic photographs of Warm Springs Ranch on its interior walls.

8.3 Conservation Values. Important environmental design elements and considerations for development of the Project shall include, to the extent reasonably practical: renewable energy heating and cooling systems, alternative energy vehicles, passive solar design, water conservation measures, and the use of sustainable building materials in construction.

8.4 Landscaping and Irrigation. Landscaping features shall incorporate sustainable design that preserves and enhances the native landscape of the PUD Property and preserves existing substantial trees as much as practicable. Landscape areas shall include: the golf course/event zone, native (riparian, alpine forest, upland and transitional) zone, and private enhanced zone. The irrigation systems for all landscape zones shall be, to the greatest extent possible, water efficient, in- ground, and use rotor and drip irrigation technology. Monitoring technology shall be used to regulate irrigation rates to conserve water use.

8.5 Weed Management. As part of the overall Project, a noxious weed control program shall be implemented during both the pre-and post-development phases.

8.6 SWPPP and Best Management Practices (“BMPs”). Prior to site construction, a Storm Water Management Pollution Prevention Plan (“SWPPP”) shall be developed using BMPs required by local, state and federal laws and regulations. The SWPPP and associated permits shall be implemented as required by applicable federal law. A water quality monitoring plan shall also be developed to monitor pre-construction, construction, and post-construction water quality in Warm Springs Creek, as may be required by applicable state and federal laws and regulations.

8.7 Trails Construction and Access. Subject to Owner’s reasonable rules and regulations, the public shall have access to the following trails from designated areas within the Project: the existing Bald Mountain trail system; the existing multi-use path along Warm Springs Road (which provides a link to the Heidelberg Trail connecting to Adams Gulch); and multiple accessible points for fishing that are adjacent to the Warm Springs Stream. Owner shall further provide either a pathway or sidewalk along Townhouse Lane and “Private Road #3” to the bridge crossing to provide a means for the Townhouse residents to access the Project’s trail

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system and safely access the existing multi-use path adjacent to Warm Springs Road. The existing multi-use trail adjacent to the north side of Warm Springs Road shall be realigned to a safe location for crossing the north leg of the proposed roundabout or intersection at Warm Springs Road and Flowers Drive.

8.7.1 Cash Contribution for Trails. Owner agrees to a contribution of up to \$115,000 to Ketchum for environmental review, design and construction of the Bald Mountain Connector Trail. The contribution shall be made sixty (60) days after a written request from Ketchum following Ketchum's development and approval of a master plan for the Bald Mountain Connector Trail including a decision on the location of the trail, a budget and schedule of completion of any work of improvement. Development of the Bald Mountain Connector Trail shall be in collaboration with Owner, Ketchum Parks and Recreation and Bigwood Backcountry Trails.

9. INFRASTRUCTURE IMPROVEMENTS.

Owner requests water and sewer service from Ketchum for the Project and Ketchum hereby agrees to provide such water and sewer service at the same fees as charged to equivalent users of Ketchum. Owner shall also comply with the additional requirements related to water and sewer service set forth in Sections 11 and 12 herein. Owner shall engineer, construct, and otherwise provide, at its sole expense, the improvements, facilities and services (public and private) set forth in the PUD Development Plan and this Agreement.

9.1 Utilities. All utilities, including water, sewer, gas, cable, phone and electric shall be installed underground within the street rights-of-way prior to completion of the construction of the roads or as otherwise shown on the PUD Development Plan. Detailed engineered construction drawings and specifications for construction of such improvements shall be prepared by Owner and approved by Ketchum prior to construction. Prior to acceptance of any such improvements to be dedicated to Ketchum, Ketchum shall inspect and approve same and Owner shall provide Ketchum with "as built" drawings thereof. Owner hereby warrants that to the best of its knowledge the "as built drawings" will be substantially correct and Owner shall be liable and hold Ketchum harmless from any damage which may result from material errors in said drawings for a period of one (1) year after acceptance by Ketchum of said utilities unless such damage is caused directly or indirectly by the acts or omissions of Ketchum, or its agents or contractors. Owner hereby warrants construction of the public streets, water system and sewer system improvements will be free from faulty materials and faulty workmanship. Ketchum shall give Owner written notification of any defect or nonconforming work. On receipt of notice from Ketchum, Owner agrees to remedy, by repair or replacement, without cost to Ketchum, all defects and non-conforming work appearing within a period of one (1) year after the work is completed. Except as expressly set forth in this Agreement, it is understood and agreed that Owner has not made and is not making, and Owner expressly disclaims, warranties or representations, express or implied, with respect to the improvements described herein and that Ketchum shall accept

said improvements, "AS-IS, WHERE IS, WITH ALL FAULTS", except to the extent expressly provided elsewhere in this Agreement.

9.2 Off-Site Utilities. All required off-site utility improvements, including but not limited to the water pump upgrade, well, and sewer upgrade, must be completed as specified in the PUD Findings or in this Agreement.

9.3 Transfer of Warranties. Owner agrees to assign any warranties accruing to it and arising out of construction of the improvements described in this Section remaining in effect at the time such improvements are transferred and/or dedicated to Ketchum, subject to all applicable state and federal laws.

10. STREETS, BRIDGES AND TRANSIT.

Owner shall install, at its sole expense, all private access ways and bridges across Warm Springs Creek within the Project as shown on the PUD Development Plan. Owner shall be responsible for the year-around maintenance of all private roadways, driveways, pedestrian pathways, trails and similar access ways, including, without limitation, snow removal to maintain access and parking, as well as emergency vehicle turnaround, within the PUD Property.

10.1 Warm Springs Road Improvements. Owner shall, at its sole expense, construct a standard intersection at Warm Springs Road and Flower Drive prior to final plat approval of the resubdivision of Large Block 1 of the Large Block Plat, and/or prior to the issuance of any Certificates of Occupancy for the Project. Upon completion of each of such improvements, and acceptance thereof by Ketchum, Ketchum shall assume all responsibility therefore subject to Owner's warranty set forth above.

10.2 Bald Mountain Road Improvements. Bald Mountain Road shall be reconstructed as part of Private Road #1 as shown on the PUD Development Plan. Ketchum acknowledges that a vacation of a portion of Bald Mountain Road may be required. Any required vacation of Bald Mountain Road shall be made pursuant to applicable city and state laws and regulations in order to permit reversion of the ownership of the right-of-way to Owner. Ketchum agrees to expeditiously process any application for vacation in order to avoid a delay in the Project. The forty foot (40') right-of-way shall be constructed to applicable city standards. Upon completion of each of such improvements and acceptance thereof by Ketchum, Ketchum shall assume all responsibility therefore subject to Owner's warranty set forth above. Ketchum shall maintain the right-of-way to its usual and customary standards. Owner shall have the right, but not the obligation, to enter upon the new right-of-way in order to maintain and repair the new right-of-way to a standard higher than Ketchum's standard. Owner and Ketchum acknowledge that the width of the right-of-way is narrower than usual and as such, may pose a risk of damage to adjacent properties from maintenance, repair and/or snow removal. Owner and Ketchum therefore agree to negotiate in good faith protocols for maintenance, repair and snow removal that address such risks ("Protocol Plan"). The Protocol Plan is subject to approval by Council on the same timeline and in the same manner as the Phasing Plan set forth in Section 6.7.1 herein.

10.3 Lighting. Owner shall, at its sole expense, install lighting throughout the PUD in accordance with the PUD Development Plan approved by Ketchum prior to the issuance of any Certificates of Occupancy. All lighting shall comply with the Ketchum Dark Sky Standards, Chapter 17, Ketchum City Code. The use of Ketchum Streetscape Lighting Standards is required. The lighting shall be installed in each Large Block of the Large Block Plat as the same is developed. Minimum lighting mitigation measures shall include: recessed, shielded and downward facing light fixtures. In addition, lighting in riparian areas, wetlands, wildlife corridors, and remote areas shall be eliminated or minimized. Specific lighting and mitigation measures for wildlife protection in sensitive areas will be addressed at Design Review.

10.4 Street, Roadway and Pathway Standards. All internal streets, roadways and walkways shall be designed and constructed as shown on the PUD Development Plan and Large Block Plat. All roadways shall be constructed within a 40-foot wide easement, using two (2) types of paved roadways, as follows:

- 26-foot:
 - All roadways surrounding the core hotel area
 - Include curb and gutter
- 20-foot:
 - All other roadways throughout the development
 - Rural with gravel shoulders and drainage ditches

No on-street parking will be permitted. Designated parking lots and areas outside of the required clear width will be provided.

10.5 Townhouse Lane Easement. Without conferring any third-party beneficiary status on any person or entity not a party to this Agreement, and without waiving any claims, causes of action or other rights it may have against the Warm Springs Ranch Townhome Condominium Association (“WSRTCA”) relating to access or other easements the WSRTCA may claim on or after the Effective Date, Owner agrees to provide an easement to WSRTCA for ingress and egress to and from Townhouse Lane.

10.6 Bridge Approval. The new bridge crossings adjacent to the hotel facility to be constructed across Warm Springs Creek, one (1) vehicular and one (1) or two (2) pedestrian, shall be constructed so that the bridge abutments will be outside the ordinary high water mark, and designed to convey the 100 year flood in accordance with applicable federal, state and city standards. Prior to bridge construction, Owner shall apply for and obtain a Section 404 permit from the Army Corps of Engineers, Stream Alteration Permit from Idaho Department of Water Resources, Section 401 Water Quality Certification from the Idaho Department of Environmental Quality, and City of Ketchum Waterways Design Review.

10.7 Transit. Owner agrees to work in conjunction with Mountain Rides to establish and

provide transit service to the PUD Property, which may include a three-level approach to the transit needs of the Project patrons, employees and guests providing: (i) shuttle service to/from the airport (exclusive from the resort to the airport and back); (ii) demand based shuttle service (on-call/demand based shuttle service that would move people from the resort to a desired destination. This service would be phoned in and the guest picked up or dropped off to various points of the city as requested); and (iii) current bus service. Ketchum acknowledges discussions are on-going between Owner and Mountain Rides in regard to all levels of service and may be implemented when feasible. Nothing herein shall be construed to restrict Owner from providing additional transportation service to the PUD Property independent of Mountain Rides.

10.7.1 Bus Stop. A bus stop as shown on the PUD Development Plan shall be constructed by Owner and approved by Ketchum. Lighting for said bus stop shall be approved through Design Review. Upon completion of each of such improvements, and acceptance thereof by Ketchum, Ketchum shall assume all responsibility therefore subject to Owner's warranty set forth above. Ketchum agrees to indemnify, defend, and hold harmless Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Ketchum, its agents, employees, or representatives as relates to the bus stop described in Sections 10.7 and 10.7.1 herein.

10.8 Streets and Bridges Assurances. Owner shall enter into a Road Security Agreement with Ketchum pursuant to which Owner will be required to deposit funds, a letter of credit, bond, a set-aside letter, or other form of financial assurance acceptable to Ketchum, in an amount to be established to mitigate all material impacts to roads in Ketchum, including those to the street and roadway network caused by construction traffic during the Project build-out. The Road Security Agreement shall provide that Ketchum's engineer shall deliver to Owner a written request for mitigation describing in detail the material impacts to Ketchum's roads and the estimated cost of repair. Owner's engineer shall meet and confer with Ketchum's engineer in an attempt to agree on the required mitigation and associated cost. In the event that the engineers are unable to agree they shall select a third engineer who shall be required to select either the position of Ketchum's engineer or Owner's engineer. In either event, the decision of the third engineer shall be binding on the Parties.

10.9 Signage Plan. A signage plan for all roadways, pedestrian, public access and other signs in a particular phase shall be submitted prior to the issuance of any Certificates of Occupancy for buildings constructed in the phase. Said plan shall be approved by Staff, or by the Commission if so determined by Staff.

10.10 Lewis Street/Warm Springs Road Intersection. Owner shall pay to Ketchum a proportionate amount of the cost of installation of a traffic light/signal at the intersection of Lewis Street and Warm Springs Road, and the associated redesign of said intersection. Owner's proportionate amount of the cost shall be calculated by multiplying the cost by a fraction the numerator of which is the additional vehicular trips resulting from the Project and the denominator of which is the sum of existing vehicular trips plus the additional vehicular trips resulting from the Project. The existing and additional vehicular trips shall be determined by Hales Engineering. Owner's payment shall be made

within sixty (60) days after receipt of a written notice from Ketchum that it has immediately available funds to pay its allocated portion of the work and has engaged one or more contractors to perform the work during the ensuing 180 days.

10.11 Snow Storage. Owner shall develop and submit for approval during Design Review a plan for the removal from, or storage of snow within, the Project.

11. WATER.

11.1 Water System Improvements. Owner shall engineer, construct and extend, at its sole expense, the municipal water system improvements throughout the PUD and relocate the municipal water main currently running through the PUD Property as set forth in the PUD Development Plan. All such improvements shall be designed and constructed in accordance with the standards of, and construction drawings and specifications approved by, the State of Idaho, Department of Health and Welfare, Division of Environmental Quality, and Ketchum. Owner and Ketchum shall cooperate to the greatest extent practicable to ensure that all necessary water rights are secured by Owner for the water system, and that the water system can be permitted and operated in conjunction with the existing and planned water facilities of Ketchum. Wherever feasible, Owner and Ketchum agree to cooperate as appropriate on development and operation of facilities such as storage reservoirs, emergency back-up power generators, and similar facilities. The phasing of the Project's development shall dictate the location and construction of the water system components.

11.2 Completion of Improvements. Ketchum shall not issue any building permits for any phase prior to completion of the components of the water system sufficient to provide portable water and fire flow protection for that phase of the Project. Ketchum shall not issue any Certificates of Occupancy for any phase prior to completion of the water system and irrigation facilities for service of that phase. The final construction drawings and specifications shall control over the location and design of water system improvements shown on the Large Block Plat. Upon completion of each of such improvements and acceptance thereof by Ketchum, those improvements, necessary water rights, and the offsite improvements to the water system shall be transferred to and become a part of Ketchum's water system and Ketchum shall assume all responsibility therefor subject to Owner's warranty set forth in Section 9.1 herein.

11.3 Water Service. A complete detailed potable water system design shall be developed and submitted for review and approval by the City Utilities Department and the City Engineer. The water system shall include all of Owner's ground water rights appurtenant to the PUD Property. As provided further herein, Ketchum, at its sole expense, shall be responsible for the operation and maintenance of the water system and periodically set water rates to cover said expenses as required by applicable laws and regulations. Owner agrees to pay the applicable water rates. Ketchum shall provide water service to the PUD Property from the water system on the same priority basis as Ketchum provides water to other residents and businesses in Ketchum under ordinances in place on the Effective Date.

11.4 Installation of Water Main. Owner shall, at its sole expense, install a twelve-inch (12")

water main to connect the twelve-inch (12") water main on Warm Springs Road to the lower twelve-inch (12") water main along Warm Springs Creek.

11.5 Variable Frequency Drive ("VFD") Reimbursement. The parties acknowledge that in the original review of the redevelopment of the PUD Property proposed by Owner's predecessor, in 2005, it was recommended that a VFD be installed on the 150 hp booster pump at the Warm Springs Booster Station in order to help mitigate the fluctuations of pressures in the Warm Springs area until such time as a future water storage tank could be installed at the upper end of Warm Springs. Under that previous review it was determined that the addition of this development would decrease the pressures by up to 8 psi in the Warm Springs area under high demands when the upper end of the Warm Springs area is currently operating near minimum required pressure. As such, in 2006 Ketchum installed, at a cost of \$40,000.00, the vfd at the Warm Springs Booster Station. Ketchum agrees to provide Owner with a detailed accounting of the cost of the vfd. Owner hereby agrees to reimburse Ketchum \$40,000.00 for the cost of installation of the vfd, which shall be paid in full within sixty (60) days after Ketchum's approval of the Phasing Plan.

11.6 Additional Water Supply and Storage. Subject to the provisions of Section 11.7 herein, Owner shall, at its own expense, obtain necessary water rights, develop a well (or wells, as necessary) and water storage facilities designed to meet all municipal well and water storage requirements to serve the entire PUD Property in accordance with the Ketchum water facility plan/policies and all applicable laws and regulations and transfer said water system improvements to Ketchum. The municipal wells and their construction shall be subject to the approval of the Owner and the City Engineer.

11.7 Reimbursement. If Owner, at its cost and expense, obtains water rights, develops a well or water storage facilities, such as production wells, water storage tanks or reservoirs (but excluding local service and distribution lines) to serve the entire Project as required by paragraph 11.6, and excess municipal water rights or capacity exist and have been determined to benefit properties other than the PUD Property, or if Ketchum requires Owner to develop a portion of the domestic water system in excess of that necessary to serve the Project so as to allow Ketchum to serve other properties, and Owner agrees to do so, Ketchum and Owner shall, in good faith, negotiate an agreement to the effect that the portion of the costs in connection with such development of the water system for properties other than the PUD Property shall be reimbursed to Owner from the service connection charges collected from such other benefited property owners who otherwise have not paid or contributed their proportionate share toward development of the water system ("Water Reimbursement Agreement"). Such Water Reimbursement Agreement shall extend for a sufficient period of time following completion of the portion of the water system for which reimbursement is sought, with such time to be mutually agreed between Owner and Ketchum but in no event less than five (5) years nor more than twenty (20) years. Such Water Reimbursement Agreement shall provide, in part, that: (i) interest be paid to Owner at the then applicable municipal bond rate; (ii) Ketchum may charge benefited property owners other than Owner a reasonable administrative fee for handling the accounting, auditing, and payment of the reimbursement payments made to Owner; (iii) the Water Reimbursement Agreement shall be binding on Owner and Ketchum and their respective successors and

assigns; and (iv) the Water Reimbursement Agreement may be recorded as an encumbrance against the benefited property(ies). In the event that the Parties are unable to agree on the terms of the Water Reimbursement Agreement, Owner shall have no obligation under Section 11.7 herein.

11.8 Municipal Irrigation Water System. Ketchum and Owner acknowledge that the irrigation, aesthetic, and fish propagation water rights appurtenant to the Project (the “**Water Rights**”) may require transfer to Ketchum to provide maximum benefit to the Parties. Ketchum and Owner agree to negotiate in good faith a separate agreement addressing any such transfer (the “**Water Rights Agreement**”), which agreement should address, at a minimum, the following: (1) whether Owner’s attorneys or Ketchum’s attorneys will pursue the Water Rights decrees with the IDWR and/or in the Snake River Basin Adjudication; (2) if Ketchum’s attorneys pursue the Water Rights, a reimbursement schedule for Ketchum’s costs and fees incurred; (3) consideration for such transfer, which may include an agreement by Ketchum to provide irrigation and/or non-potable water adequate to meet the Project’s irrigation and aesthetic needs; and (4) construction and maintenance of the irrigation system. The Water Rights Agreement shall be subject to approval by the Council prior to issuance of any building permit or preliminary plat, whichever comes first.

11.9 Drainage. Drainage system plans shall be submitted to the City Engineer for review and approval prior to the City Engineer signing the first final plat. The plans shall show how swales, or drain piping, will be developed in the drainage easements. The approved drainage system shall be constructed in the first phase of construction.

11.10 Geothermal Water Use. Owner and Ketchum agree that if geothermal water becomes available to either party, a use agreement, if practicable, may be negotiated between them for use of said water consistent with applicable local and state laws and regulations.

12. MUNICIPAL SEWER SYSTEM.

12.1 Sewer System Improvements. Owner shall engineer, construct and extend, at its sole expense, the municipal sewer system throughout the PUD and relocate the municipal sewer main currently running through the PUD Property as set forth in the PUD Development Plan. All such improvements shall be designed and constructed in accordance with the standards of and construction drawings and specifications approved by the Idaho Department of Environmental Quality and Ketchum. The final construction drawings and specifications approved by Ketchum shall control over the location and design of sewerage system improvements shown on the Large Block Plat. Upon completion of each of such improvements and acceptance thereof by Ketchum, these improvements shall become a part of the city sewer system and the city shall assume all responsibility therefor subject to Owner’s warranty set forth in Section 9.1 herein.

12.2 Flow Analysis Contribution. Owner shall contribute to the reasonable cost of performing a flow analysis of the existing sewer trunk lines up to \$15,000. The contribution shall be made within sixty (60) days after approval of the Phasing Plan.

13. WORKFORCE HOUSING.

In lieu of the Workforce Housing requirement under the City Code, Owner shall establish a dedicated Workforce Housing Fund ("**Fund**") with revenue derived from Owner's Gross Sales (as defined below). The amount of revenue would be one-half of one percent (0.50%) of Gross Sales such that the Fund maintained a minimum balance of \$250,000. Owner agrees to make an initial contribution of \$60,000 to the Fund within two months after the date of the certificate of occupancy for the hotel referenced in Section 4.3.2. In the event that a \$250,000 balance in the Fund is not required to meet the foreseeable needs of Eligible Hotel Employees, as reasonably determined by the City, the minimum balance shall be reduced or suspended accordingly.

The Fund shall be administered by the Blaine County Housing Authority ("**Authority**"), or other nonprofit housing organization designated by the City and approved by Owner. The Owner, City and the Authority shall mutually agree upon the administrative costs, policies and procedures for the Fund, and all amendments thereto, after the issuance of a building permit for the hotel structure and prior to the issuance of a certificate of occupancy for said hotel. The policies and procedures shall be consistent with the requirements of this Agreement. The Authority shall maintain the Fund in a segregated account ("**Workforce Housing Account**") used solely for the benefit of Eligible Hotel Employees (as defined below) and structured to provide Eligible Hotel Employees residing in the City assistance at a ratio 5% greater than assistance for rent outside the City. Assistance payments shall not be made to Eligible Hotel Employees but rather to landlords, lenders or other third parties providing the housing to the Eligible Hotel Employee.

"Eligible Hotel Employee" means those hotel employees who meet the guidelines for eligibility, income, monthly rent and assistance level established by the United States Department of Housing and Urban Development for Blaine County, Idaho.

"Gross Sales" means the gross selling price of all merchandise or services sold, or delivered, in the ordinary course of business at the hotel (not including any other place of business), whether for cash or on credit, except for the following: (i) the selling price of all merchandise returned by customers and accepted for full credit, or the amount of discounts, refunds, and allowances made on such merchandise, (ii) merchandise returned or transferred to another store owned by or affiliated with Owner, (iii) gift certificates, or similar vouchers, until such time as they shall have been converted into a sale by redemption, (iv) sales and use taxes, and other similar taxes now or in the future imposed on the sale of merchandise or services, and (v) sales of real property, fixtures, equipment, or personal property that are not merchandise sold in the ordinary course of business at the hotel.

Owner shall furnish to the City a statement of Gross Sales within fifteen (15) days after the end of each calendar quarter, and an annual statement of Gross Sales within twenty (20) days after the end of each calendar year. Each statement shall be signed by Owner or its authorized representative. Owner shall keep full and accurate books of account, records, cash receipts, and other pertinent data showing its Gross Sales. City shall be entitled within one (1) year after expiration or termination of a statement period to inspect and audit all of Owner's books of account, records, cash receipts, and other pertinent data relating to Gross Sales, so City can ascertain Owner's Gross Sales. Owner shall cooperate fully with City in making the inspection. If the audit shows that there is a deficiency in the payment of any

moneys to the Fund, the deficiency shall become immediately due and payable. The costs of the audit shall be paid by City unless the audit shows that Owner understated Gross Sales by more than five percent (5%), in which case Owner shall pay all costs of the audit. City shall keep any information gained from such statements, inspection, or audit confidential and shall not disclose it other than to carry out the purposes of this Agreement.

14. COMMUNITY HOUSING FUND; REAL ESTATE TRANSFER FEES.

The Community Housing requirement, per the definition of "hotel" in Ketchum City Code, is hereby waived in lieu of the following: Ketchum and Owner mutually agree to establish a dedicated Community Housing fund with revenue derived from: (1) urban renewal agency ("URA") tax increment revenue derived from the Project; and (2) a voluntary real estate transfer fee to mitigate Community Housing impacts from the Project. In the event the URA does not agree to participate in creating the Community Housing Fund, Ketchum and Owner shall establish said fund absent URA's participation.

14.1 Transfer Fees. In order to fund the Community Housing fund, Owner hereby grants to Ketchum a license to charge at the time of conveyance one-half of one percent (0.50%) of the Gross Selling Price of a Lot or Unit within the Project (the "Transfer Fee") commencing with the sale of the first Lot or Unit to a bona fide third party purchaser and on each subsequent sale or resale of a Lot or Unit. Said license runs with the land and is irrevocable absent Ketchum's prior written approval upon a duly noticed public meeting and public hearing to so amend this portion of this Agreement. "Unit" as used herein shall include condominium suites and fractional interest properties. The Transfer Fee shall be determined based upon the "Gross Selling Price" of the Lot or Unit. The Gross Selling Price shall include the total cost to the purchaser of the Lot and of the improvements thereon, or the Unit; including, without limitation, all residential or commercial buildings, but excluding personal property, commissions, title insurance premiums, escrow fees, assessments, dues, taxes and title transfer fees. The Transfer Fee shall be collected and paid to Ketchum by the escrow agent engaged to close the purchase and sale transaction. If there is no escrow established, each Person buying a Lot or Unit shall provide Ketchum with a copy of the purchase and sale agreement for the Lot and/or Improvements thereon, or Unit or similar materials requested by Ketchum, as necessary to allow Ketchum to calculate the Gross Selling Price. Monies obtained from such Transfer Fee shall be placed in a segregated interest bearing account (the "Ketchum Community Housing Fund") and may be used by Ketchum, in its sole discretion, to assist valley residents with a purchase of a home in Ketchum, including but not limited to: (1) mortgage down payment assistance; (2) permanent affordability of existing community housing units in Ketchum; and (3) other tools to increase the community housing base in accordance with standards acceptable to Owner.

The foregoing Transfer Fee shall be levied notwithstanding the fact that the Ketchum Community Housing Fund may have then accumulated a balance. In no event will any Purchaser have a right of set-off against any such Purchaser's responsibility to pay assessments or other fees as set forth in the CC&Rs.

All Transfer Fees shall be paid at the closing of the transfer and if not paid shall be a continuing lien upon each Lot or Unit total paid. For the purposes of this subsection, the sale or transfer

of a Lot or Unit shall mean the transfer of fee title to a Lot, or a leasehold interest or other possessory right in a Unit exceeding sixty (60) months cumulative, in duration.

Ketchum acknowledges and agrees no Transfer Fee shall be due upon a bulk sale of Lots by Owner to a merchant builder, or upon the transfer of a Lot or Unit to a related party which shall include (i) an entity owned at least 51% by the transferor, (ii) the holders of at least 51% of the ownership interest of a transferor which is an entity, and (iii) a family trust, partnership, or other entity comprised of persons related to the transferor. Nothing herein shall be deemed or construed to relieve the merchant builder or other exempt transferee from the obligation to pay the Transfer Fee upon a subsequent sale of the subject Lot or Unit.

Owner acknowledges and agrees that the Transfer Fee provisions of this Agreement are enforceable by specific performance even in the event said fee may be deemed unlawful or unenforceable by a court of competent jurisdiction.

14.2 URA Revenue. Ketchum shall pay to the Ketchum Community Housing Fund an amount equal to the Transfer Fees deposited by Owner in the Ketchum Community Housing Fund with URA revenues from the Project as long as Ketchum receives URA revenue from the Project. If the URA does not agree to participate in creating the Ketchum Community Housing Fund, Ketchum may, in its annual appropriations, contribute to said fund. If Ketchum or URA decides not to appropriate funds for the Ketchum Community Housing Fund in any fiscal year, no penalty or obligation to do so is levied upon Ketchum. In the event Ketchum or the URA decide not to appropriate funds for the Ketchum Community Housing Fund in two (2) consecutive fiscal years, then in that event, notwithstanding any contrary provision of Section 14.1, Owner shall have the right, but not the obligation, to redirect future transfer fees to another housing related non-profit Ketchum community organization, provided, however, that the Ketchum City Council shall have the right to approve such alternate community housing organization. Ketchum's right of approval granted in this Section shall not be unreasonably withheld, delayed or conditioned. Owner shall be entitled to an accounting of the Ketchum Community Housing Fund annually and at other times upon reasonable request.

15. COMMUNITY EDUCATION.

In keeping with Ketchum's desire to promote and encourage local, "hands-on" opportunities for persons enrolled in higher education programs related to the hospitality and tourism industries, Owner agrees to investigate opportunities for establishing such educational programs or services, which may include on-site college courses or internships on the PUD Property.

16. ACTIVE RECREATION.

Owner, at its sole expense, shall construct trails and pedestrian paths as set forth in this Agreement and in the PUD Development Plan.

16.1 Local Golf Program. Owner shall construct a golf practice facility ("Facility") as

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depicted on the plan attached hereto as **Exhibit "K"**. The Facility shall be open to the public and shall include a "Locals Golf Program" consisting of the following:

(a) (i) the Facility will have "locals" pricing of no less than 20% off the regular resort rate; (ii) the peak hours for the golf course will be 8:00-10:00 a.m. and 4:00-6:00 p.m., and the peak golf season will be from June 20 to Labor Day (shoulder season will be from opening day to June 20 and Labor Day to closing day); (iii) one tee time is considered a group of no more than four (4) golfers, and the pro shop will reserve the right to pair local golfers to create more efficient tee times; (iv) tee times for Locals will be published seasonally in the local newspaper and made available on-line; and (v) walkers will be permitted. The Locals Golf Program may include one or more of the following special events or programs: junior golf play days; ladies golf play days; Warm Springs Championship tournament; 9, Wine and Dine; and charity tournaments. As used in this Agreement, "Locals" means: (i) full-time Ketchum residents; (ii) persons employed full time in Ketchum; or (iii) persons owning a business operated in Ketchum not created for the purpose of obtaining status as a "Local".

(b) **Weekday Rules for Peak Season.** Locals will be allowed to have access to the golf practice facility, or portions thereof, every day during the week. Local access will be limited to two (2) tee times back to back per hour during the peak hours of every day of the week. For the remainder of the day, locals will be allowed up to three (3) tee times per hour. Locals may call the day before, after 5:30 p.m., and if tee times are open, they will be allowed to occupy up to three (3) tee times during peak hours and up to four (4) tee times during non-peak hours.

(c) **Weekend Rules for Peak Season.** Locals will be allowed to have access to the golf practice facility both days of the weekend. Local access will be limited to two (2) tee times per hour during the peak hours of Saturday and Sunday. During non-peak hours, locals will be allowed up to three (3) tee times per hour. Locals may call the day before, after 5:30 p.m., and if tee times are open, they will be allowed to occupy up to three (3) tee times during peak hours and four (4) tee times during non-peak hours.

(d) **Weekday and Weekend Rules for Shoulder Seasons.** Locals will be allowed three (3) tee times per hour during peak hours. During non-peak hours, locals will be allowed up to five (5) tee times per hour. Locals may call the day before, after 5:30 p.m., and if tee times are open, they will be allowed to occupy up to four (4) tee times during peak hours and five (5) tee times during non-peak hours."

(e) **Access Restrictions.** Owner may reasonably restrict access to the golf practice facility to conduct golf school(s) or other formal instruction.

16.2 Recreation Contribution. Owner agrees to pay \$300,000 into a recreation mitigation fund to be established by the City to mitigate impacts from the Project to active recreation, as reasonably determined by the City. The payment shall be made in two installments of \$150,000 each. The first installment payment shall be made at the time that the certificate of occupancy is issued for the hotel described in Section 4.3.2, and the second installment payment shall be made within one year thereafter. Owner shall furnish the City with a bond, letter of credit, set-aside letter or other security for the

payment obligation. Owner may impose a guest fee to recover all or some of the recreation contribution set forth herein.

17. ELECTRIC POWER.

All electric power on-site serving the Project shall be underground, with the exception of pad-mounted transformers and other facilities necessary to underground power facilities. Owner acknowledges the Franchise Agreement between Ketchum and Idaho Power Company prohibits above ground installation of new electric transmission lines. Owner agrees to pay a proportionate share of the cost of undergrounding electric power lines off-site along Warm Springs Road to accommodate construction of the Project, including the roundabout at Warm Springs Road and Flowers Drive. Ketchum acknowledges that upgrading and undergrounding the electric power lines is beneficial to the general public and properties other than the PUD Property. Ketchum and Owner shall, in good faith, negotiate an agreement to the effect that the portion of the costs in connection with such development of the electric power lines benefitting properties other than the PUD Property shall be paid by the following, in order of preference: (1) the franchise agreement fund; (2) a local improvement district ("LID") formed by Ketchum for that purpose; (3) by URA funds; (4) Ketchum general funds; or (5) reimbursement to Owner from the service connection charges collected from such other benefited property owners who otherwise have not paid or contributed their proportionate share toward upgrading and undergrounding the electric power lines. In all instances, these preferences are subject to Council or URA Board approval and appropriation which shall be made in accordance with State law.

18. GREEN DEVELOPMENT PRACTICES.

Owner intends to employ the following "green" building concepts, alone or in combination, in some or all of the Project, which will be more fully described in Design Review: (i) passive solar design, (ii) natural and non-toxic materials, (iii) indoor water features, electro-magnetic and radon mitigation, (iv) regional and renewable building materials, including Douglas Fir timber from fuel reduction onsite, (v) energy efficient radiant heating and cooling systems, including geothermal water, if available to Owner, and ground source heat pump systems; (vi) appropriate amounts of living plants; (vii) water use reduction of laundry activity; (viii) minimizing fertilizer and pesticide usage on the golf course; (ix) and providing organic bedding and bath products in the guest rooms. Owner's employment of the aforesaid "green" building concepts and those in Sections 15.1 and 15.2 of the Second Update to the Application Submittal dated November 3, 2008 will be evaluated during the Design Review process.

19. RECORDATION OF LARGE BLOCK SUBDIVISION.

Owner shall record the Large Block Plat, and any amendment with the Office of the Blaine County Recorder within one year of the date of its final approval and approval of the POD-Conditional Use Permit by Ketchum, each with conditions acceptable to Ketchum. The PUD Development Plan

Conditional Use Permit shall be referenced on the Large Block Plat.

20. FINANCIAL ASSURANCE AND ASSISTANCE.

20.1 Hold Harmless. Owner is responsible for all costs associated with the construction and maintenance of the Project as approved in the Findings and described herein, and hereby holds Ketchum harmless for any financial obligations related thereto.

20.2 Performance, Payment and Reclamation Bonds. Owner shall purchase performance, payment and/or reclamation bonds in amounts equal to 125% of the costs, as reasonably estimated by the City Engineer, of relocating, rehabilitating, reclaiming and/or reconstructing any existing on-site or off-site infrastructure improvements which are part of the Project that are left unfinished, abandoned or defectively constructed. In lieu of bonds or cash escrow deposits for these improvements, Owner may furnish to Ketchum an irrevocable letter of credit or set-aside letter in a form approved by Ketchum certifying that adequate funds are and will remain available at a reputable financial institution authorized to do business in the state of Idaho. The irrevocable letter of credit or set-aside letter shall be in effect for the length of time required to complete said improvements, and in a form to allow Ketchum to procure the funds irrevocably committed to complete the required improvements if construction of those improvements are unfinished or defective. Ketchum may lien the PUD Property for any costs it incurs for abating nuisances as set forth in §§50-331 through 50-335, Idaho Code.

20.3 Public Funding Opportunities. Ketchum agrees to reasonably cooperate with Owner in exploring public funding opportunities for financial assistance with any of Owner's obligations under this Agreement.

20.4 Right of Entry. Owner hereby grants Ketchum a license to enter upon the PUD Property, during business hours and upon reasonable advance notice, with Owner or Owner's representatives having the right to be present during such times, to (a) inspect the same, (b) determine if Owner is complying with this Agreement, and (c) to undertake the cure of any default of Owner; provided, however, all such cures shall be performed as promptly as possible and so as to cause the least interference to guests, invitees and other occupants of property in the Project. Ketchum agrees to indemnify, defend and hold harmless Owner from any and all liability, claims, damages, expenses, judgments, proceedings and causes of action of any kind whatsoever, arising out of Ketchum's negligent exercise of the license granted herein.

21. SUBSEQUENT FILINGS AND APPROVALS.

Owner shall submit and Ketchum shall consider all subsequent applications for development of the Project in accordance with the approved PUD Development Plan, PUD-Conditional Use Permit, the approved Land Use Applications and this Agreement. Nothing contained herein is intended to limit the police powers of Ketchum in reviewing any subsequent applications, but in the exercise of its discretion, Ketchum shall act in a manner which is not inconsistent with the approved PUD-Conditional Use Permit, PUD Development Plan, the approved Land Use Applications and this Agreement.

22. SALE OR TRANSFER OF THE PROPERTY.

This Agreement, and any Memorandum of Agreement recorded in the Office of the Blaine County Recorder pursuant to Section 35 herein, shall run with the land comprising the PUD Property, and shall be binding upon and benefit Owner, its assigns, and any successor in interest to any portion of the PUD Property, as provided in this Agreement, with the exception of the purchasers of lots, villas, condominium or townhouse units therein for which final occupancy permits have been issued by Ketchum. Owner agrees for itself, its successors and assigns that the CC&Rs recorded for the Project shall contain the covenants set forth in Section 4.4 herein, to be observed by Owner, its successors and assigns. The CC&Rs relating to the continuing obligation of all subsequent purchasers of any interest in the PUD Property to abide by the requirements of Ketchum approvals therefore cannot be amended absent Council's prior written approval. Upon conveyance of a lot, villa, condominium unit or townhouse unit to a third party, except as otherwise provided in Section 14.1, and this Section, the lien and encumbrance of this Agreement shall be automatically released from said lot, villa, and unit and a prospective purchaser and all title insurers are entitled to rely upon said release. In the event that Owner or a successor in interest to Owner, sells or transfers the PUD Property, or any portion thereof, written notice of said transaction shall be given to Ketchum no less than sixty (60) days prior to closing. This requirement shall not apply to the sale and/or transfer of individual lots, villas, condominium units or townhouse units. Individual lot, townhouse, or condominium owners are not intended to have any ownership interest, third-party beneficiary, easement or other interest in any of the terms, conditions or obligations of this Agreement.

23. AMENDMENT OF AGREEMENT AND CHANGES TO DEVELOPMENT PLAN.

This Agreement shall be amended or cancelled, in whole or in part, only by the mutual consent of the Parties, executed in writing after proper notice and public hearing before the Council. The Parties acknowledge that the site plans, building locations, floor plans, elevations and design of the buildings as shown on the PUD Development Plan are conceptual and will be refined prior to submission for Design Review approval and/or of final construction drawings for building permits and other permits.

24. REIMBURSEMENT.

The Parties acknowledge that the size, location and development potential of the Property, together with the public interest in the Project, may require analysis and review of subsequent development applications and/or requested amendments (the "**Supplemental Applications**") to this Agreement that may place an atypical burden upon Ketchum and its resources. In order to facilitate and expedite such analysis, Owner agrees to reimburse Ketchum for the services of appropriate land use planners, legal counsel, engineers and other consultants ("**Consultants**" or "**Consultant**") retained by Ketchum, with Owner's prior approval, to process the Supplemental Applications.

25. SUPERSEDING PRIOR AGREEMENTS.

This Agreement supersedes and extinguishes all prior agreements between the parties with regard to the PUD Property or any portion thereof.

26. DEFAULT AND ENFORCEMENT.

In the event either party, their respective heirs, successors, assigns or any other person acquiring an interest in the property, fails to faithfully comply with all of the terms and conditions included herein, the same shall constitute a default entitling the non-defaulting party to all legal and equitable remedies available.

26.1 Events of Default. A petition filed by Owner under any bankruptcy, reorganization, arrangement, insolvency, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, that is not dismissed within ninety (90) days after such filing shall constitute an event of default of this Agreement and shall entitle Ketchum to seek all available legal and equitable remedies.

26.2 Waiver. A waiver by a party of any default by the other party of any one or more of the covenants or conditions hereof shall apply solely to the breach or breaches so waived and shall not bar any other rights or remedies or apply to any subsequent breach of any such or other covenants and conditions.

26.3 Remedies and Specific Performance. In the event of a material violation of this Agreement or the PUD Conditional Use Permit, or any material violation of any condition thereof, or the Findings, the Parties shall have the right, without prejudice, to specific performance, or any other rights or remedies available under the Ketchum City Code or Idaho law, including but not limited to the right to demand the non-defaulting party to cure such default or enjoin violation and otherwise enforce the requirements contained in this Agreement. Ketchum shall also have the right to revoke the PUD Conditional Use Permit issued pursuant to this Agreement and the PUD Findings in the event of a material violation of this Agreement or the PUD Conditional Use Permit which is not cured, by motion of the Council after notice and an opportunity to cure, followed by a due process hearing upon at least sixty (60) days written notice to Owner.

26.4 Right to Cure. In the event of a material breach of this Agreement or a material breach of the PUD Development Plan, the Parties agree that Ketchum and Owner shall have sixty (60) days after delivery of notice of said breach to cure and correct the same prior to the non-breaching party seeking any remedy provided for herein; provided, however, in the event that the default or breach cannot with diligence be cured within such 60-day period, if the defaulting party shall commence to cure the same within such 60-day period, and thereafter prosecute the cure of same with diligence, then the time within which such breach may be cured shall be extended for such period as necessary to complete the cure.

27. NO PRECEDENT.

The issuance of this PUD and Conditional Use Permit shall not be considered a binding precedent for the issuance of other conditional use permits. This permit is not transferable from one parcel of land to another.

28. POLICE POWERS.

Nothing contained herein is intended to limit the police powers of Ketchum or its discretion in reviewing subsequent applications regarding development and construction of the PUD Property or the workforce housing. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation, including without limitation, applicable building codes, fire codes, zoning ordinances, subdivision ordinances, or comprehensive plan provisions, unless expressly provided herein.

29. TIMELINES.

Time and timely performance are of the essence of this Agreement.

30. RELATIONSHIP OF PARTIES.

It is understood the contractual relationship between Ketchum and Owner is such that Owner is not the agent, partner, or joint venture of Ketchum.

31. FORCE MAJEURE.

If either party hereto is delayed in the performance of any of its obligations hereunder because of inclement weather; material shortages; labor shortages; unavailability of gas, electric or other utilities through no fault of Owner; dispute or strike; civil strife; acts beyond the control of the delayed party including, acts of God; and actions by the United States of America or the State of Idaho; or Ketchum or any of their agencies, the time of performance for completion of such amenity or improvement shall be extended for the same time as lost by the cause hereinabove set forth.

32. ATTORNEY FEES AND COSTS.

If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs incurred with regard to such action including, without limitation, any appeals.

33. NOTICES.

All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to Ketchum shall be addressed as follows:

City of Ketchum
P.O. Box 2315

Ketchum, Idaho 83340

Notices required to be given to Owner shall be addressed as follows:

Helios Development LLC
Attention: Mike Barnard
Post Office Box 5151
Santa Barbara, CA 93150-5151

With a copy to:

Lawson, Laski, Clark & Pogue, PLLC
Attention: Edward A. Lawson
675 Sun Valley Road, Suite A
P.O. Box 3310
Ketchum, Idaho 83340

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

34. NO WAIVER.

In the event Ketchum or Owner do not strictly comply with any of their obligations or duties herein, thereby causing a default of this Agreement, or any forbearance of any kind that may be granted or allowed by Ketchum or Owner to the other under this Agreement shall not in any manner nor in any way be deemed or construed or considered as waiving or surrendering any of the conditions or covenants of this Agreement or any subsequent default.

35. RECORDATION.

This Agreement, including subsequent amendments thereto, shall not be recorded in the Office of the Blaine County Recorder, Hailey, Idaho. However, a memorandum of this Agreement in the form attached hereto as **Exhibit "L"** shall be recorded at the office of the Blaine County Recorder, Hailey, Idaho, and a complete copy to be kept as a public record at the Ketchum City Hall.

36. PARTIAL INVALIDITY.

In the event any portion of this Agreement or part thereof shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect.

37. ENTIRE AGREEMENT.

This Agreement constitutes the full and complete Agreement of and between the parties hereto. No representations or warranties made by the Parties, or their officers, employees or agents shall be binding unless contained in this Agreement or subsequent written amendments thereto.

38. NO PRESUMPTION.

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

39. NO THIRD PARTY BENEFICIARIES.

Nothing contained herein shall be deemed or construed to create any third party beneficiaries or third party rights.

40. RULES OF CONSTRUCTION.

The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive. The captions to paragraphs of this Agreement are for convenience only and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of such paragraphs. Where there is a conflict between the terms of the Findings and this Agreement, including any amendments thereto, the terms of this Agreement shall control.

41. CHOICE OF LAWS.

This Agreement shall be construed in accordance with the laws of the state of Idaho in effect at the time of the execution of this Agreement. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Blaine County, Idaho.

42. EXHIBITS.

Attached to this Agreement and made a part of this Agreement by reference are the following Exhibits:

- A Legal Description of Annexation Property
- B Legal Description of the PUD Property
- C Annexation Findings
- D Map of Bench Areas
- E PUD Large Block Preliminary Subdivision Plat
- F Large Block Plat Findings
- G PUD Findings, and amendments
- H Tent Diagram, Drawing A.6
- I Four-Star and Five-Star Standards Chart
- J Design Review Deliverables

K Golf Facility Plan
L Memorandum Of Agreement

43. RECITALS INCORPORATED.

The recitals set forth in this Agreement are hereby incorporated herein by reference.

44. AUTHORITY TO EXECUTE.

Each of the persons executing this Agreement represent and warrant that he has the lawful authority and authorization from their respective entities to execute this Agreement, as well as all applications, plats and other documents required hereunder for and on behalf of the entity executing this Agreement.

45. AGREEMENT SUBJECT TO ANNEXATION AND ZONING.

This Agreement is subject to and shall become effective upon the Effective Date, subject to annexation of the real property described in **Exhibit A** with the zoning designations set forth on the Large Block Plat. An affidavit of the Owner, as owner of the PUD Property, agreeing to submit said real property to this Agreement and to the provisions of Idaho Code Section 67-6511A and the applicable provisions of the Ketchum Municipal Code shall be provided by Owner and incorporated herein by reference.

46. RELIANCE BY KETCHUM.

This Agreement is intended by Owner to be considered by Ketchum as part of Owner's Request for Annexation and Land Use Applications. Owner acknowledges and intends for Ketchum to consider and rely upon this Agreement in Ketchum's review and consideration of said annexation request and the Land Use Applications.

This Agreement is executed by the Parties as of the date first above written.

Helios Development, LLC, a Delaware limited
liability company
By: Zon Development, LLC, a Delaware
limited liability company, its managing member

City of Ketchum, Idaho, a municipal
corporation

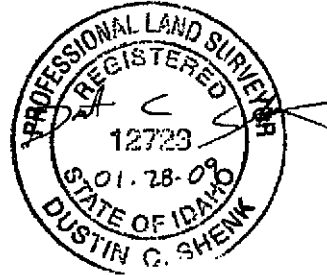
By: Diane Boss
Diane Boss, Authorized Agent

By: Suzanne Frick
Suzanne Frick, City Administrator

**EXHIBIT A
LEGAL DESCRIPTION
OF PROPERTY**

Benchmark Associates, P.A.

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-788-1479 : Facsimile 208-788-1044



LEGAL DESCRIPTION FOR: PROPOSED WARM SPRINGS RANCH ANNEXATION INTO THE CITY OF KETCHUM

A PARCEL OF LAND

**Located Within: Sections 11, 12 and 13, and a Portion of H.E.S. 292,
Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho**

Being all of Tax Lots 8074 (formerly T.L. 6980), 8079 (formerly T.L. 7642), 8080 (formerly T.L. 7643) and 8082 (formerly T.L. 7926), also a Portion of Tax Lots 8075 (formerly T.L. 7638), 8076 (formerly T.L. 7639) and 8077 (formerly T.L. 7640), Township 4 North, Range 17 East, Boise Meridian:

The above described Parcels being shown on that Record of Survey recorded as Instrument #536423, records of Blaine County, Idaho and being more particularly described by metes and bounds as follows:

COMMENCING at the Center North 1/16 corner of Section 13, running thence S89°27'01"W, 660.25 feet to the CENW 1/64 Corner of said Section 13, said corner being the TRUE POINT OF BEGINNING;
thence S89°50'16"W, 664.57 feet to the Northwest 1/16 Corner of said Section 13;
thence N01°28'41"E, 882.68 feet to a point lying S01°28'41"W, 451.06 feet from the West 1/16 Corner common to Sections 12 and 13;
thence N33°55'54"W, 539.60 feet along a PROPOSED BLM LAND ACQUISITION PARCEL to a point on the Section Line Common to said Sections 12 & 13 said point lies S89°24'51"W, 312.86 feet from said West 1/16 corner common to Section 12 and 13;
thence along said Section Line S89°24'51"W, 340.51 feet to the WW1/64 Corner of said Sections 12 & 13;
thence along said Section Line S89°41'29"W, 652.58 feet to the Section Corner Common to Section 12 & 13 only;
thence along the Section Line Common to Sections 11 and 12, N00°46'11"E, 422.02' to the intersection of said Section Line and the Southern Boundary of H.E.S. 292;
thence S80°24'44"W, 2206.75 feet along the south boundary of said H.E.S. 292 to the east boundary of Tax Lot 3082;
thence N00°26'48"E, 765.87 feet along the east boundary of said Tax Lot 3082 and Tax Lot 2784 to a point on the south boundary of Tax Lot 5103 and Mendivil Subdivision, recorded as Instrument #282852, records of Blaine County;
thence S53°49'42"E, 183.90 feet along said south boundary of Tax Lot 5103 to southwest corner of Lot 12, Warm Springs Creekside Subdivision, recorded as Instrument #16033, records of Blaine County;

thence along the south boundary of said Warm Springs Creekside Subdivision by the following courses:

S46°44'58"E, 73.97 feet;
S56°52'58"E, 75.36 feet;
S61°05'58"E, 74.58 feet;
S65°47'22"E, 101.10 feet;
S89°01'17"E, 100.62 feet;
N73°12'29"E, 98.50 feet;
N74°59'49"E, 97.10 feet;
N80°34'44"E, 76.20 feet;
N79°49'43"E, 75.99 feet;
N80°40'31"E, 76.18 feet;
N86°16'48"E, 77.89 feet;
N71°01'39"E, 75.00 feet;
N69°42'41"E, 65.71 feet;
N66°05'23"E, 169.14 feet;

thence N41°05'18"E, 140.77 feet the southernmost corner of Lot 1A, Lost Hills Subdivision recorded as Instrument #460880, records of Blaine County, Idaho;

thence N38°01'39"E, 69.39 feet along the south boundary of said Lot 1A;

thence continuing along said south boundary N55°19'48"E, 43.17 feet to the southwest corner of Rockview West Condominiums, recorded as Instrument #198899, records of Blaine County, Idaho;

thence along south boundary of said Rockview West Condominiums N55°19'48"E, 26.29 feet;

thence continuing along said south boundary N67°46'41"E, 60.05 feet to the southwest corner of Lot 1, Fern Tree West Subdivision, recorded as Instrument #213825, records of Blaine County, Idaho;

thence along the south boundary of said Lot 1 by the following courses: N67°46'41"E, 13.93 feet; N77°05'15"E, 76.50 feet;

N84°23'36"E, 40.45 feet to the southwest corner of Fern Tree West Condominiums, recorded as Instrument #232805, records of Blaine County, Idaho;

Thence along the south boundary of Fern Tree West Condominiums N84°23'36"E, 25.31 feet;

thence continuing along said south boundary N63°56'57"E, 68.33 feet to the southwest corner of Rockview East Townhouses, recorded as Instrument #397778, records of Blaine County, Idaho;

thence N85°01'05"E, 104.78 feet along the south boundary of Rockview East Townhouses to the southwest corner of Ketch and Release Townhouses, recorded as Instrument #404114, records of Blaine County, Idaho;

thence along the south boundary of Ketch and Release Townhouses by the following courses:

N85°31'10"E, 27.06 feet;

S05°42'25"E, 19.21 feet;

S88°19'11"E, 65.22 feet to the southwest corner of Pioneer Condominiums, recorded as Instrument #267425, records of Blaine County, Idaho;

thence N87°36'51"E, 63.73 feet along the south boundary of said Pioneer Condominiums to a point on the westerly boundary of Sun River Townhomes, recorded as Instrument #311138, records of Blaine County, Idaho;

thence S02°23'42"W, 9.71 feet along the west boundary of said Sun River Townhomes;

thence S84°21'39"E, 81.63 feet along the south boundary of said Sun River Townhomes;

thence along said south boundary S76°31'11"E, 35.47 feet to the southwest corner of Tax Lot 7833 as shown on that Record of Survey for Mr. Don Gilday recorded as Instrument #268626, records of Blaine County, Idaho;

thence along the Southerly Boundary of said Tax Lot 7833 S76°19'18"E, 87.81 feet;

thence continuing along said Southerly Boundary S71°00'37"E, 76.25 feet to a point on the Southerly boundary of Tax Lot 8075;

thence along said Southerly boundary of Tax Lot 8075 S89°43'23"E, 152.67 feet;

thence continuing along said southerly boundary S77°45'05"E, 101.20 feet;

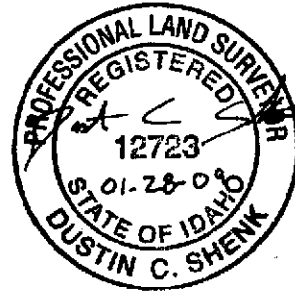
thence departing said Southerly Boundary and following the existing Corporate Limits of Ketchum per Judgment Civil No. 3167 by the following courses:

N30°45'37"E, 50.00 feet;
 thence S59°14'24"E, 350.00 feet;
 thence S30°45'36"W, 40.00 feet;
 thence S59°14'24"E, 125.00;
 thence N30°45'36", 50.00 feet;
 thence S39°59'24"E, 135.00 feet;
 thence S11°00'36"W, 100.00 feet;
 thence S54°30'36"W, 95.00 feet to a point on the Southerly Boundary of Tax Lot 8077;
 thence along said Southerly Boundary by the following courses:
 S29°41'05"E, 133.71 feet;
 thence S65°42'28"E, 69.22 feet;
 thence S63°57'15"E, 131.45 feet;
 thence S70°37'05"E, 181.81 feet;
 thence S43°13'55"E, 150.15 feet;
 thence S33°44'00"E, 56.40 feet to the Southernmost Corner of said Tax Lot 8077;
 thence along the northerly boundary of Tax Lot 8082 S33°38'55"E, 67.54 feet to the intersection
 of Sections 12 and 13 and the Southwesterly boundary of Warm Springs Townhouse No. 2, said
 plat being on file of the Blaine County Recorder;
 thence S33°38'55"E, 105.44 feet along said boundary to the Northwesterly corner of Tax Lot
 6571;
 thence S50°39'23"E, 180.35 feet along the Southwesterly boundary of Tax Lot 6571;
 thence S45°12'11"E, 239.58 feet to the Westerly corner of Tax Lot 7948;
 thence S45°27'01"E, 142.60 feet along the Southwesterly boundary of Tax Lot 7948;
 thence S43°32'16"E, 61.00 feet along the Southwesterly boundary of Tax Lot 7948 to the
 Westerly corner of Tax Lot 3217;
 thence S40°42'31"E, 60.56 feet along the Southwesterly boundary of Tax Lot 3217 to the
 Westerly corner of Tax Lot 7617;
 thence S30°49'41"E, 87.55 feet to a point on the Westerly boundary of Lot 1, Block 5, SUN
 VALLEY SUBDIVISION 1ST ADDITION REVISED;
 thence S13°11'08"E, 202.40 feet along said Westerly boundary;
 thence S34°20'18"E, 5.47 feet to a point on the Northerly boundary of Lot 4A, SUN VALLEY
 SUB., 1ST ADD. REV., BLOCK 5, REPLAT OF LOT 4 AND LOT 7A said plat being on file with
 the Blaine County Recorder;
 thence N74°20'27"W, 7.98 feet along said Northerly boundary;
 thence along the Westerly boundary of said Lot 4A and Lot 7AA of same said REPLAT by the
 following courses:
 thence S11°48'54"W, 34.06 feet;
 thence S19°39'59"W, 21.70 feet;
 thence S10°38'35"W, 22.88 feet;
 thence S02°18'27"W, 90.75 feet;
 thence S36°53'14"E, 7.24 feet;
 thence S05°54'54"W, 38.05 feet;
 thence S05°24'39"E, 37.44 feet;
 thence S23°28'05"E, 49.10 feet;
 thence S30°24'02"E, 45.25 feet;
 thence S30°46'34"E, 31.10 feet to the northwest corner of Lot 8A, SUN VALLEY SUB., 1ST
 ADD., REV., BLOCK 5, REPLAT OF LOTS 8A & 9A;
 thence along the Westerly boundary of said Lot 8A by the following courses: thence S18°19'31"E,
 36.69 feet;
 thence S02°54'06"E, 32.00 feet;
 thence S14°07'43"W, 24.42 feet;
 thence S22°44'11"W, 27.91 feet;
 thence S00°26'46"E, 20.08 feet to a point on the Southerly boundary of the NE1/4NW1/4 of
 Section 13;
 thence S89°27'01"W, 143.94 feet along said Southerly boundary to the TRUE POINT OF
 BEGINNING.

EXHIBIT B
LEGAL DESCRIPTION
OF THE PUD PROPERTY

Benchmark Associates, P.A.

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-788-1479 : Facsimile 208-788-1044



LEGAL DESCRIPTION FOR: PROPOSED WARM SPRINGS RANCH PUD PARCEL

A PARCEL OF LAND

**Located Within: Sections 11, 12 and 13, and a Portion of H.E.S. 292,
Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho**

Being all of Tax Lots 8074 (formerly T.L. 6980), 8075 (formerly T.L. 7638), 8076 (formerly T.L. 7639), 8077 (formerly T.L. 7640), 8078 (formerly T.L. 7641), 8079 (formerly T.L. 7642), 8080 (formerly T.L. 7643), 8081 (formerly T.L. 7776), and 8082 (formerly T.L. 7926), Township 4 North, Range 17 East, Boise Meridian:

The above described Parcels being shown on that Record of Survey recorded as Instrument #536423, records of Blaine County, Idaho and being more particularly described by metes and bounds as follows:

COMMENCING at the Center North 1/16 corner of Section 13, running thence S89°27'01"W, 660.25 feet to the CENW 1/64 Corner of said Section 13, said corner being the TRUE POINT OF BEGINNING.
thence S89°50'16"W, 664.57 feet to the Northwest 1/16 Corner of said Section 13;
thence N01°28'41"E, 882.68 feet to a point lying S01°28'41"W, 451.06 feet from the West 1/16 Corner common to Sections 12 and 13;
thence N33°55'54"W, 539.60 feet along a PROPOSED BLM LAND ACQUISITION PARCEL to a point on the Section Line Common to said Sections 12 & 13 said point lies S89°24'51"W, 312.86 feet from said West 1/16 corner common to Section 12 and 13;
thence along said Section Line S89°24'51"W, 340.51 feet to the WW1/64 Corner of said Sections 12 & 13;
thence along said Section Line S89°41'29"W, 652.58 feet to the Section Corner Common to Section 12 & 13 only;
thence along the Section Line Common to Sections 11 and 12, N00°46'11"E, 422.02' to the intersection of said Section Line and the Southern Boundary of H.E.S. 292;
thence S80°24'44"W, 2206.75 feet along the south boundary of said H.E.S. 292 to the east boundary of Tax Lot 3082;
thence N00°26'48"E, 765.87 feet along the east boundary of said Tax Lot 3082 and Tax Lot 2784 to a point on the south boundary of Tax Lot 5103 and Mendivil Subdivision, recorded as Instrument #282852, records of Blaine County;
thence S53°49'42"E, 183.90 feet along the south boundary of Tax Lot 5103 to the southwest corner of Lot 12, Warm Springs Creekside Subdivision, recorded as Instrument #16033, records of Blaine County;

thence along the south boundary of said Warm Springs Creekside Subdivision by the following courses:

S46°44'58"E, 73.97 feet;
S56°52'58"E, 75.36 feet;
S61°05'58"E, 74.58 feet;
S65°47'22"E, 101.10 feet;
S89°01'17"E, 100.62 feet;
N73°12'29"E, 98.50 feet;
N74°59'49"E, 97.10 feet;
N80°34'44"E, 76.20 feet;
N79°49'43"E, 75.99 feet;
N80°40'31"E, 76.18 feet;
N86°16'48"E, 77.89 feet;
N71°01'39"E, 75.00 feet;
N69°42'41"E, 65.71 feet;
N66°05'23"E, 169.14 feet;

thence N41°05'16"E, 140.77 feet the southernmost corner of Lot 1A, Lost Hills Subdivision recorded as Instrument #460880, records of Blaine County, Idaho;

thence N38°01'39"E, 69.39 feet along the south boundary of said Lot 1A;

thence continuing along said south boundary N55°19'48"E, 43.17 feet to the southwest corner of Rockview West Condominiums, recorded as Instrument #198899, records of Blaine County, Idaho;

thence along south boundary of said Rockview West Condominiums N55°19'48"E, 26.29 feet;

thence continuing along said south boundary N67°46'41"E, 60.05 feet to the southwest corner of Lot 1, Fern Tree West Subdivision, recorded as Instrument #213825, records of Blaine County, Idaho;

thence along the south boundary of said Lot 1 by the following courses: N67°46'41"E, 13.93 feet; N77°05'15"E, 76.50 feet;

N84°23'36"E, 40.45 feet to the southwest corner of Fern Tree West Condominiums, recorded as Instrument #232805, records of Blaine County, Idaho;

Thence along the south boundary of Fern Tree West Condominiums N84°23'36"E, 25.31 feet;

thence continuing along said south boundary N63°56'57"E, 68.33 feet to the southwest corner of Rockview East Townhouses, recorded as Instrument #397778, records of Blaine County, Idaho;

thence N85°01'05"E, 104.78 feet along the south boundary of Rockview East Townhouses to the southwest corner of Ketch and Release Townhouses, recorded as Instrument #404114, records of Blaine County, Idaho;

thence along the south boundary of Ketch and Release Townhouses by the following courses:

N85°31'10"E, 27.06 feet;

S05°42'25"E, 19.21 feet;

S88°19'11"E, 65.22 feet to the southwest corner of Pioneer Condominiums, recorded as Instrument #267425, records of Blaine County, Idaho;

thence N87°36'51"E, 63.73 feet along the south boundary of said Pioneer Condominiums to a point on the westerly boundary of Sun River Townhomes, recorded as Instrument #311138, records of Blaine County, Idaho;

thence S02°23'42"W, 9.71 feet along the west boundary of said Sun River Townhomes;

thence S84°21'39"E, 81.63 feet along the south boundary of said Sun River Townhomes;

thence N15°33'26"E, 79.05 feet along the east boundary of said Sun River Townhomes;

thence S73°32'14"E, 46.11 feet along the southerly boundary of Bald Mountain Road to a northwesterly corner of Tax Lot No. 7833 as shown on that record of survey recorded as Instrument #268626, records of Blaine County, Idaho;

thence following the westerly boundary of said Tax Lot No. 7833 along a curve to the left 42.26 feet with a central angle of 105°15'52", a radius of 23.00 feet, a chord bearing S54°07'30"W, 36.56 feet;

thence S01°28'29"W, 49.95 feet along said westerly boundary of Tax Lot No. 7833 to the southwest corner of Tax Lot No. 7833;

thence along the Southerly Boundary of said Tax Lot 7833 by the following courses S76°18'18"E, 87.81 feet;
 thence S71°00'37"E, 76.25 feet;
 thence along the easterly boundary of said Tax Lot 7833 by the following courses N53°50'30"E, 14.14 feet;
 thence N08°50'30"E, 104.11 feet to the southerly right-of-way of Bald Mountain Road;
 thence N12°03'12"W, 42.82 feet to the northerly right-of-way of Bald Mountain Road;
 thence along the southerly boundary of Bald Mountain Townhomes N76°24'36"E, 272.54 feet to the Southerly right-of-way of Warm Springs Road;
 thence along said Southerly right-of-way along a non-tangent curve to the right 674.53 feet, said curve having a radius of 3205.76 feet, a chord bearing S73°28'54"E, 673.28 feet and a delta angle of 12°03'20";
 thence continuing along said Southerly right-of-way S86°58'28"E, 301.73 feet to the Northwest corner of WARM SPRINGS TENNIS CONDOMINIUMS NO. 2, according to the official plat thereof, recorded as Instrument #208961, records of Blaine County, Idaho;
 thence S00°24'37"W, 38.17 feet along the Westerly boundary of said WARM SPRINGS TENNIS CONDOMINIUMS NO. 2 to the Northerly boundary of WARM SPRINGS TOWNHOUSE CONDOMINIUMS NO. 6, according to the official plat thereof, recorded as Instrument # 163389, records of Blaine County, Idaho;
 thence along the boundary of said WARM SPRING TOWNHOUSE CONDOMINIUMS NO. 6 by the following courses:
 S85°52'38"W, 59.63 feet to the Northwest corner;
 thence S03°23'22"E, 72.63 feet to the West corner common to said WARM SPRINGS TOWNHOUSE CONDOMINIUMS NO. 6 and WARM SPRINGS TENNIS CONDOMINIUMS, recorded as Instrument #199114, records of Blaine County, Idaho;
 thence along the boundary of said WARM SPRINGS TENNIS CONDOMINIUMS by the following courses:
 S03°46'41"E, 80.00 feet to the Westerly corner;
 thence S62°06'29"E, 55.23 feet to the Westerly boundary of said WARM SPRINGS TENNIS CONDOMINIUMS NO. 2;
 thence S00°21'42"W, 69.00 feet along said Westerly boundary to the West corner common to said WARM SPRINGS TENNIS CONDOMINIUMS NO. 2 and COUNTRY CLUB TOWNHOUSES, recorded as Instrument #315898, records of Blaine County, Idaho;
 thence S00°18'03"W, 109.86 feet along the Westerly boundary of said COUNTRY CLUB TOWNHOUSES;
 thence N89°39'45"W, 94.41 feet along the Northerly boundary of said WARM SPRINGS TOWNHOUSE CONDOMINIUMS to the West corner of said WARM SPRINGS TOWNHOUSE CONDOMINIUMS;
 thence S40°03'03"E, 145.68 feet to the Westerly boundary of WARM SPRINGS TOWNHOUSE CONDOMINIUMS 4;
 thence along said Westerly boundary S00°01'01"W, 18.26 feet to the Northerly boundary of Tax Lot 5105;
 thence S81°38'38"W, 85.75 feet to the Northwest corner of said Tax Lot 5105;
 thence along the Westerly boundary of said Tax Lot 5105 S08°21'22"E, 133.97 feet;
 thence along the Southerly boundary of said Tax Lot 5105 N81°38'38"E, 77.90 feet to the Westerly boundary of WARM SPRINGS TOWNHOUSE CONDOMINIUMS 3;
 thence along said Westerly boundary S18°38'18"E, 129.05 feet to the Northerly boundary of WARM SPRINGS TOWNHOUSE CONDOMINIUMS 2;
 thence along said Northerly boundary S61°23'39"W, 25.79 feet;
 thence along the boundary of said Warm Springs Townhouse No. 2 S33°38'55"E, 67.54 feet to the intersection of Sections 12 and 13 and the Southwesterly boundary of Warm Springs Townhouse No. 2, said plat being on file of the Blaine County Recorder;
 thence continuing S33°38'55"E, 105.44 feet along to the Northwesterly corner of Tax Lot 6571;
 thence S50°39'23"E, 180.35 feet along the Southwesterly boundary of Tax Lot 6571;
 thence S45°12'11"E, 239.58 feet to the Westerly corner of Tax Lot 7948;
 thence S45°27'01"E, 142.60 feet along the Southwesterly boundary of Tax Lot 7948;

thence S43°32'16"E, 61.00 feet along the Southwesterly boundary of Tax Lot 7948 to the
 Westerly corner of Tax Lot 3217;
 thence S40°42'31"E, 60.56 feet along the Southwesterly boundary of Tax Lot 3217 to the
 Westerly corner of Tax Lot 7617;
 thence S30°49'41"E, 87.55 feet to a point on the Westerly boundary of Lot 1, Block 5, SUN
 VALLEY SUBDIVISION 1ST ADDITION REVISED;
 thence S13°11'08"E, 202.40 feet along said Westerly boundary;
 thence S34°20'18"E, 5.47 feet to a point on the Northerly boundary of Lot 4A, SUN VALLEY
 SUB., 1ST ADD. REV., BLOCK 5, REPLAT OF LOT 4 AND LOT 7A said plat being on file with
 the Blaine County Recorder,
 thence N74°20'27"W, 7.98 feet along said Northerly boundary;
 thence along the Westerly boundary of said Lot 4A and Lot 7AA of same said REPLAT by the
 following courses:
 thence S11°48'54"W, 34.06 feet;
 thence S19°39'59"W, 21.70 feet;
 thence S10°38'35"W, 22.88 feet;
 thence S02°18'27"W, 90.75 feet;
 thence S36°53'14"E, 7.24 feet;
 thence S05°54'54"W, 38.05 feet;
 thence S05°24'39"E, 37.44 feet;
 thence S23°28'05"E, 49.10 feet;
 thence S30°24'02"E, 45.25 feet;
 thence S30°46'34"E, 31.10 feet to the northwest corner of Lot 8A, SUN VALLEY SUB., 1ST
 ADD., REV., BLOCK 5, REPLAT OF LOTS 8A & 9A;
 thence along the Westerly boundary of said Lot 8A by the following courses: thence S18°19'31"E,
 36.69 feet;
 thence S02°54'06"E, 32.00 feet;
 thence S14°07'43"W, 24.42 feet;
 thence S22°44'11"W, 27.91 feet;
 thence S00°26'46"E, 20.08 feet to a point on the Southerly boundary of the NE1/4NW1/4 of
 Section 13;
 thence S89°27'01"W, 143.94 feet along said Southerly boundary to the TRUE POINT OF
 BEGINNING.

EXHIBIT C
ANNEXATION FINDINGS

BEFORE THE KETCHUM CITY COUNCIL

IN RE:)	Case No: ANN-Z-08-008
)	
WARM SPRINGS RANCH)	FINDINGS OF FACT, CONCLUSIONS OF LAW
RESORT)	AND DECISION
Annexation and Zoning)	
)	

This application for annexation, comprehensive plan designation and zoning designations was considered by the Ketchum City Council on December 1, 2008, and February 11 and 12, 2009. The Ketchum City Council having taken written and oral testimony, and having duly considered the matter, makes the following findings of fact, conclusions of law and decision.

FINDINGS OF FACT

A. PROJECT SUMMARY.

Helios Development, LLC, owner of the subject property, is requesting approval of Annexation, Comprehensive Plan designation, and Zoning designations of property encompassing the decommissioned Warm Springs Ranch. In addition, the US Bureau of Land Management has notified the City that it is not opposed to the annexation of its property described below, the acquisition of which the Applicant is pursuing. The property proposed for annexation consists of Tax Lots 8080, 8079, 8082 and 8074 and portions of Tax Lots 8075, 8076 and 8077 and a portion of a BLM parcel as shown on the proposed Warm Springs Ranch Annexation Map Sheet E.7. These Tax Lots, together with Tax Lot Number 8078 and Tax Lot Number 8081 in Sections 11, 12 and 13 and a portion of HES 292 T4N, R17E, all located at 1801 Warm Springs Road (property generally known as the Warm Springs Ranch Restaurant and Golf Course), are the area proposed for the Warm Springs Ranch Resort.

B. APPLICATION SUBMITTAL.

The application submittal was received by the Ketchum Planning Department on February 11, 2008, along with a formal update to the submittal on May 9, 2008 and on November 3, 12, December 1, 2, and 16, 2008, all of which are on file with the Ketchum Community and Economic Development Department.

C. NOTICE OF PUBLIC HEARING OF THE COUNCIL.

Property owners within 600 feet of the subject property, as found in the County records, were mailed notice, specifically for the February 11 and 12, 2009 public hearings on January 21, 2009. Legal notice was published in the *Idaho Mountain Express* on January 23, 2009. Display ads were published in the *Idaho Mountain Express* on February 6 and 11, 2009. Semi-permanent signs were posted on the subject property on January 28, 2009 and updated with a change in venue on February 4, 2009. The change in venue was appropriately addressed and administrative process followed in accordance with the State of Idaho open meeting laws.

Two (2) public service announcements were aired on KECH 95.3 FM on February 6 and 11, 2009. The City additionally sponsored City Council public workshops on August 21, September 23, and October 20 and 21, 2008.

D. COMPANION APPLICATIONS.

In addition to this application, a Large Block Subdivision Preliminary Plat application and a Planned Unit Development Conditional Use Permit application were received in connection with this application on February 11, 2008 along with a formal update to the submittal on May 9, 2008 and November 3, 12, December 1, 2, and 16, 2008.

E. PROCEDURE FOR CONSIDERATION OF APPLICATION.

Annexations are governed by Idaho state law. This statute, Idaho Code 50-222, provides for three categories of annexation that relate to whether or not the property owner is requesting the annexation (voluntary). This annexation is a VOLUNTARY annexation. Voluntary annexations then follow the procedures of Idaho Code Chapter 65, Title 67, which is the Local Land Use Planning Act.

The Council must have a recommendation from the Planning and Zoning Commission on three matters for any annexation: 1) Comprehensive Plan Land Use Designation; 2) Zoning Designation(s) and 3) Overlay District Designation(s). The Planning and Zoning Commission will also make a recommendation on the Planned Unit Development request which involve review of the entire site plan and any related mitigation proposed by the applicant (the PUD CUP is subject to separate findings of facts and conclusions of law).

F. COMPREHENSIVE PLAN LAND USE DESIGNATION.

1. Land Use Map:

Bringing new property into the City limits through the annexation process requires it to be classified in one of the Land Use categories used in the 2001 Ketchum Comprehensive Plan. These categories are outlined in Chapter 4.2 attached to these Findings. The purpose of the Comprehensive Plan Land Use Map is to *"guide growth and development in Ketchum."* The Comprehensive Plan Land Use Map contains a special note regarding the Warm Springs Golf Course property: *"this area to include Recreation/Open Space and Residential Occupancy. Boundaries for these uses to be determined through the Master Plan process."* If the City Council determines it is in the City's best interest to annex these properties, the Comprehensive Plan will be amended to reflect the Land Use designation. The Land Use Map will be updated to reflect these changes.

The Applicant did not specify a Comprehensive Plan land use designation in its annexation request. The following excerpts from the Comprehensive Plan describe the two land use designations identified on the Land Use Map for this property:

Residential Occupancy - Area appropriate for housing of permanent and second home residents and selected short-term uses supporting the tourism industry.

Recreation/Open Space - Area appropriate for open space preservation and/or primarily open recreation and areas over 25% slopes which are generally precluded from development.

As described above, Residential Occupancy permits not only residential uses but short-term uses supporting the tourism industry. The tourist-related uses proposed by the applicant include:

- 25 villas of approximately 3,100 square feet not including garages, and 1 Event House, for a total of approximately 96,500 square feet
- A 9-hole executive par three golf course encompassing approximately 10 acres
- Various trails on-site and connecting to off-site trails
- An events lawn associated with the Hotel (included in golf course acreage)
- Ponds for irrigation of the golf course
- Various hotel-related uses for the unincorporated land to the north of Warm Springs Creek.

The City currently has hotel and short-term occupancy uses in areas designated Residential Occupancy, primarily in areas zoned Tourist and at the Warm Springs Base Area. The City has designated Recreation/Open Space for the Bigwood Golf Course, for City parks (both developed and undeveloped) and for all hillside areas in public ownerships. Staff recommends that there be a simple amendment to the Comprehensive Plan to update the map to show Residential Occupancy and Recreation/Open Space on the areas to be annexed, with the designations subject to the boundaries of the Large Block Plat.

2. Comprehensive Plan Policies:

Idaho Code §67-6508 requires Comprehensive Plans to address a variety of topic areas. Attachment 5 of the PUD Staff Report dated May 27, 2008 analyzes how the proposed annexation requests affect these required topics (if at all) and how the annexation request complies with the Ketchum Comprehensive Plan. Staff does not recommend any changes to Comprehensive Plan Policies or text as a result of this annexation proposal.

G. ZONING DESIGNATIONS.

1. Area of City Impact Agreement:

Idaho Code §67-6527 provides for a negotiation process between cities and counties whereby the cities can identify an "Area of City Impact". Ketchum has four Areas of City Impact as shown on the map in Attachment 1. The City and Blaine County have an Area of City Impact Agreement from 1994 which outlines review authority and, in some cases, a future zoning designation in these four Areas of City Impact. The Warm Springs Golf Course and the Warm Springs Ranch Resort,

adjacent property that is part of this annexation request are designated as "Area III." The agreement lays out a process for how each jurisdiction should notify the other jurisdiction in the event of an application in this area. (The City has complied with these requirements: notice and request to comment was sent to Blaine County on March 5, 2008). The future zoning for these areas designated in the 1994 agreement is General Residential - Low Density (GR-L), as further outlined in Ketchum Municipal Code 16.12.050.

2. Requested Zoning:

Section 1.1 of the application booklet describes the Tourist (T) zoning requested by the applicant. Following is an analysis of the zoning as requested:

a. Areas north of Warm Springs Creek. The Applicant is requesting Tourist (T) zoning for lands on the north side of Warm Springs Creek where the core hotel building, the relocated Warm Springs Restaurant and other guest uses will occur. For all practical purposes, these areas have been treated as if they were within the City limits as they are adjacent to developed areas all on the north side of the creek. It appears as if the City limits boundary followed the stream channel which shifted over time creating these islands of unincorporated lands.

The T Zone allows for all of the uses proposed and numerous others as outlined on page 43 of the Ketchum Zoning Code, Chapter 17.52. Some of these uses may not be appropriate in this location. The Annexation and Development Agreement would limit uses to those proposed in the application or agree to site specific conditions in the PUD. Staff recommends T zoning for these areas.

The Council found that the Annexation and Development Agreement shall guide uses proposed in the application.

b. Residential/Short Term Occupancy areas south of Warm Springs Creek. The Applicant is requesting Tourist zoning for the areas on the south side of Warm Springs Creek that will contain the uses outlined in this report.

For continuity with the developed portions of the resort, Staff recommends that the Commission recommend a Tourist zoning designation, with restrictions, to be applied specifically in the Large Blocks where these uses are proposed.

The Council concurred with Staff and Commission recommendations for a Tourist zoning designation.

c. Open Space/Golf Course Areas. Staff recommends the Recreational Use (RU) Zone in areas on the south side of Warm Springs Creek for large blocks that are planned as passive open space and golf course use. This is the most applicable City zone for this type of use. However, the zone allows a number of more intensive uses such as athletic clubs. The Development Agreement should limit uses specifically to those planned on these Large Blocks.

The Commission discussed the issue of the property boundary, which crosses to the north side of Warm Springs Creek along portions of Blocks 1 and 2. The Commission recommended that the zone district follow the creek, and that the Applicant explore deeding over lands on the north side of the creek to those adjacent property owners, or, if this option is not preferred, some other means of ensuring that zone district boundaries do not jump back and forth across Warm Springs Creek. Similarly, the Commission recommended that all of Block 1 be zoned Tourist on the south side of Warm Springs Creek, regardless of slivers of land currently unincorporated on the south side.

The Commission made a note that land uses for the events lawn should be spelled out in the Development Agreement, so that these uses are not in conflict with the Zone District.

The Council concurred with the Commission in that all of Block 1 be zoned Tourist.

d. Southern Estate Lot. The 18 acre (approximate) undeveloped parcel on the southwest side of the creek is extremely constrained with floodplain, steep slopes and red and blue avalanche hazard areas. Because the uses and bulk regulations allowed in the T Zone would be fairly intensive when applied to this sensitive property, staff recommended a less intensive zone for only the developed portions of this area. The area where the estate lot is proposed is called Block 8, shown at 2.47 acres. Limited Residential Low Density (LR-2), the lowest density residential zone, is what Staff has recommended as the most appropriate zone. Staff also recommended that lands within 50 feet of the MHW of Warm Springs Creek be taken out of this parcel, and zoned RU along with other river frontage areas on the south side of Warm Springs Creek. The Commission determined that a site visit would be needed to determine the exact location of a building envelope for this lot.

The Council found that the roadway providing access to the southern estate lot, and its location as proposed in the application, are acceptable given guidelines regarding access during high avalanche danger. Environmental issues should be addressed in the Design Review process and noted in the Development Agreement.

e. Western Estate Lot. An estate lot is planned adjacent to Warm Springs Creek at the westerly edge of the project, which is designated as Block 3, and is proposed at 2.79 acres. While this area does not contain the same degree of environmental sensitivity as the Southern Estate Lot, it will constitute the closest residential development to the existing neighborhoods across the creek. For consistency, Staff also recommends that the LR-2 zone be used for this Large Block. Staff also recommends that lands within 50 feet of the MHW of Warm Springs Creek be taken out of this parcel, and zoned RU along with other river frontage areas on the south side of Warm Springs Creek.

With respect to both estate lots, the Commission considered a shortcoming with the LR-2 zone recommendation, in that the LR-2 zone would not allow for short term uses of the estate lots, which are planned to be managed by the hotel operator. The Applicant stated that removing the lands within 50 feet of the mean high water mark from ownership of the estate lots would have a material adverse impact on the value of the estate lots, and that they were willing to achieve the same conservation and management goals through the Development Agreement.

The Commission found that the Tourist Zone would be the appropriate zone for the two estate lots, subject to use limitations placed in the development agreement, specifically one single family house and short term occupancy, and that lands within 50 feet of the mean high water mark could remain within the boundaries of the estate lots, subject to consistent management of the riparian area also through the Development Agreement.

The Council determined that the Tourist Zone is the appropriate zone for the two estate lots, subject to the use limitations place in the Development Agreement.

f. Overlay Districts. The lands on the south side of Warm Springs Creek (existing golf course and vacant 18 acre parcel) are constrained by floodplain, avalanche and hillside hazards. These overlay districts would be applied in addition to the underlying zoning designation to each Large Block as appropriate. See further discussion in Attachment 7 of the PUD Staff Report date May 27, 2008.

Staff recommended that each Large Block be assigned a zoning district. The uses within each Zoning District and Large Block would then be further limited in the Development Agreement. The following table gives examples of the ways in which the uses will be limited: the Development Agreement language will be very specific to limit uses only as anticipated in this approval process. The Commission found that each large block should be assigned a zone district, and they made minor modifications to Table 1 as shown herein.

The Council determined that each large block shall be assigned a zone district as outlined in Table 1 shown herein.

Table 1: WSRR Annexation Areas: Recommended Zoning and Uses

	Zoning District	Limit Uses to the Following
--	------------------------	------------------------------------

Block 1 (Urbanized areas north of Warm Springs Creek-includes lands already within city limits)	T	Uses/buildings as identified in the Development Agreement
Block 2 (Golf Course and Open Space-to be annexed)	RU	Golf Course; Open Space, and related open space uses/buildings as identified in the Development Agreement
Block 3* (Westerly Estate Lot- to be annexed)	T	One family dwelling; as identified in the Development Agreement
Block 4 (7 residential villas- to be annexed)	T	One family dwelling; duplex; hotel; tourist housing accommodations
Block 5 (6 residential villas- to be annexed)	T	One family dwelling; duplex; hotel; tourist housing accommodations
Block 6 (12 residential villas and Hotel Events House- to be annexed)	T	One family dwelling; duplex; hotel
Block 7 (Open Space- to be annexed)	RU	Golf Course; Open Space, and related open space uses/buildings as identified in the Development Agreement
Block 8* (Southern Estate Lot - to be annexed)	T	One family Dwelling; as identified in the Development Agreement

*Areas within 50 feet of the mean high water mark to be managed consistently with other riparian areas, as outlined in the Development Agreement.

The Commission discussed and found that areas with a slope of greater than 25% should be included in the Mountain Overlay District, excepting bench areas between the villas and the golf course.

The Council concurred with the Commission's finding that each large block should have a specific zone district. "Bench Areas" shall refer to the level areas of the existing golf course on the western portion of the PUD Property. These level areas are elevated by short, steep steps that contain isolated pockets where the slope is 25% or more and will be indicated on the map attached to the Development Agreement. The Bench Areas are not situated in and shall not be subject to the requirements of the Mountain Overlay District.

- H. TOTAL ACREAGE OF SITE PROPOSED FOR ANNEXATION: 67.13 acres (including 1.62 acres of BLM land area proposed for acquisition).
- I. TOTAL ACREAGE OF PROJECT SITE: 78.39 acres
- J. APPLICANT'S STATEMENT OF JUSTIFICATION FOR ANNEXATION AND REZONE:

See generally section 1 of the application submittal filed by the Applicant February 11, 2008 (incorporated herein by reference).

K. AVAILABILITY AND ADEQUACY OF UTILITIES AND SERVICES.

The Applicant has stated public utility easements will be provided where necessary and within the rights-of-way of the new roads proposed on the property. Utility easements of 40 feet will coincide with the private roadways.

The following public services and facilities should be addressed:

Roads and nonmotorized needs: (See PUD Evaluation Standard Number 6). The City Engineer, Steven Yearsley, has provided comments which are included in Attachment 3.

Comments from the City Engineer include:

- A roundabout at Warm Springs Road and Flower Drive is the preferred alternative over a standard intersection; this provides traffic calming, safer access in and out of the resort and fits the City's ideology of context sensitive solutions. Additional right-of-way to be obtained from two adjacent property parcels for construction of the roundabout.
- The upper portion of Bald Mountain Road should be vacated for public health and safety reasons, and relocated as shown on the drawings as Private Road #1.
- On-site Workforce Housing Parking numbers are low; provisions should be demonstrated for increased employee parking.

Comments from the Street Department are anticipated during the design review process. Mountain Rides submitted a memo to the applicant on March 31, 2008, to outline their concerns and initial preferences for bus stop locations. The applicant also supports a collaborative effort with Mountain Rides. Further detail on Mountain Rides is included below in the Transit Service section of this Standard.

The Council found that the upper portion of Bald Mountain Road shall be abandoned and the roundabout alternative for the Flower Drive and Warm Springs Road intersection is the preferred alternative. Further detail on the design, Right of Way (ROW) acquisition, and a contingency plan shall be developed in the case that the ROW could not be obtained by the City. The Lewis Street/Warm Springs Road Intersection has been and will continue to be evaluated by the City Engineer through the Warm Springs Road Transportation Study. The Council affirms the Commission's recommendation that the Applicant shall pay a proportionate amount of the cost of the installation of a traffic light/signal at the intersection of Lewis Street and Warm Springs Road, and the associated redesign of the intersection. The exact dollar amount will be identified at the time of design of this intersection.

Transit Service: Public transportation is currently provided to the proposed project area and the larger Warm Springs Road corridor by Mountain Rides throughout the year with

different schedules for winter, summer and off-peak seasons. The winter schedule (Thanksgiving to mid-April) runs on 20-minute headways, the summer bus schedule (June through August) runs on 30-minute headways and the off-season (shoulder seasons) runs hourly. In the vicinity of the WSRR project, the westbound bus stop is located immediately west of Four Seasons Way and the eastbound bus stop is located in the vicinity of Geezer Alley.

Mountain Rides will inevitably become a valuable link for the project proposal due to the local and Down Valley service. It is anticipated that 50% of the workforce will be housed on-site and an additional 40% will be incentivized to park off-site and use transit. It is anticipated that the townhouses, villas and restaurant (employees) will use transit at the 40% level. Some of the resort guests may choose to ride the local transit system as well.

The Applicant has discussed several options with Mountain Rides to provide service to the proposed project, including, a three level approach to the transit needs of the project patrons, employees and guests. That approach includes:

1. Shuttle Service to/from the airport
 - a. This shuttle service would be exclusive from the proposed project to and from the airport.
2. Demand Based Shuttle Service
 - a. This would be an on-call (demand based) shuttle service that would move people from the proposed project to a desired destination. This service would be phoned in and the guest picked up or dropped off to various parts of the city as requested.
3. Current Bus Service
 - a. The current bus service could be used and possibly expanded to meet the needs of the resort and the growing needs of the community at large, e.g., shift changes could be serviced more frequently at the resort.

Additional comments from the Applicant include:

Bus Service is anticipated to be expanded and Shuttle Service may be implemented through or independent of Mountain Rides. If Mountain Rides is unable to implement this service the Applicant will do so independently. Discussions are on-going with Mountain Rides in regard to Demand Based Shuttle Service. Mountain Rides is currently re-evaluating their bus service routes and schedules in response to the potential impact of the project proposal.

Staff and the City Engineer recommend that transit stops on Warm Springs Road in the vicinity of the resort would be necessary and very beneficial to promoting alternative modes of transportation and promote ridership for Mountain Rides. Staff also concurs with recommendations from Hales Engineering and Mountain Rides that:

- A westbound stop west of Flower Drive and an eastbound stop east of Flower Drive, in front of the resort, are best suited for the project.

Section S.8 of the May 9, 2008, submittal provides conceptual details of the location of a preferred transit stop, with the City of Ketchum determining the exact location. Included in the updated submittal (Section 7.11) is a letter dated April 25, 2008, from the Applicant's transportation and traffic engineer, Ryan Hales, of Hales Engineering, to Mountain Rides Executive Director, Jason Miller, regarding Applicant's commitment to work cooperatively with Mountain Rides.

The Commission recommended that further research be performed on bus stops in other Mountain Towns specifically the Tahoe area.

The Council found that transit stops should be located on Warm Springs Road. Further design details and specific location to be determined as a part of Design Review.

Sewer Service: On behalf of the City of Ketchum, Brad Bjerke, Pharmer Engineering reviewed the impact from the development on the City's sewer collection system and wastewater treatment plant. The review was based on previous submittals. The latest submittal (May 9, 2008) was not reviewed; however, there were no substantial changes noted that would significantly affect the previously calculated flows and subsequent impacts to the collection and treatment systems. As such, the data summarized below may be different based on the current proposal but still provides background information as to the approach taken when analyzing the sewer system.

Mr. Bjerke's comments included:

- Collection system – he proposed project flow can be accommodated with the existing infrastructure and no off-site improvements are recommended.
- Treatment Capacity – the proposed property wastewater load has been accounted for in future growth for the wastewater treatment plant and improvements, no additions are suggested to the wastewater treatment plant as a result of this development.

Rerouting of the 10-inch sewer line below the resort hotel (Sheet E.3.2) is much better for access and maintenance. The City will need to insure that vehicle access to each manhole is possible via a roadway or other stable alternative.

Additional comments from Steve Hansen, Utilities Manager, dated April 18, 2008, are located in Attachment 3, and are summarized below:

- While the proposed Warm Springs Ranch development will impact the City's existing and future ability to provide adequate water and sewer service to all customers, the City has the basic capacity to serve this development as proposed.
- The cost for a new water source, less the expense for additional water rights, is approximately \$905,000. The City has already expended \$40,000 in studies and improvements to the water and sewer systems related to Warm Springs Ranch. While Warm Springs Ranch is not solely responsible for the needed improvements, Staff

believes that the Applicant is fiscally responsible for at least a portion of them. An adequate method for determining their share will need to be determined, and provided for in the Development Agreement.

- The basic utility plan submitted by Psomas Engineering shows a general view of some relocated existing water and sewer main lines. These plans are not detailed in any way; however, the basic concept is approved. Final approval of all proposed water and sewer lines, and changes to existing lines, will come after detailed drawings have been submitted to IDEQ and the Ketchum Utilities Department for review and comment.

Water Service: Preliminary comments dated November 15, 2007, from the Utilities Department are included in Attachment 3. New comments from Steve Hansen, Utilities Manager, dated March 18, 2008, are also included in Attachment 3, and are summarized below.

Utilities Department comments include:

- The City has the basic capacity to serve this development as proposed in the application
- Recently completed improvements, as well as future improvements are needed to continue to provide adequate water service to all customers of the municipal water system, including Warm Springs Ranch.
- The JUB Engineering report provided by Tracy Ahrens indicates that the City needs additional water storage in the Warm Springs vicinity, and the addition of a new water supply well to satisfy the IDEQ requirement of meeting our peak day demand with our largest well offline. The addition of the Warm Springs Ranch development amplifies both of these needs. Mr. Ahrens report also points out the need to loop the City's existing 12" water mains in the vicinity of the development.
- In 2005, the City studied the impacts of the proposed Warm Springs Ranch development on the water and sewer systems and it was determined that improvements were necessary at the Warm Springs Booster station to accommodate proposed domestic, irrigation and fire flows.
- The addition of Warm Springs Ranch would reduce pressures to existing water system customers, prompting the need for improvements to the 150hp booster pump. The City invested approximately \$40,000 into these improvements with the commitment of being reimbursed by the former Warm Springs Ranch developers, which did not happen when the project ceased. This cost should be recouped as a result of this project.
- The proposed Warm Springs Ranch development will impact the City's existing and future ability to provide adequate water and sewer service to all customers.
- Furthermore, the installation of a new 12" looped water main line between the upper and lower 12" water mains in the area should be the responsibility of the developer.

- The Applicant should transfer its irrigation water rights to the City for its water needs and the City shall deliver surface irrigation to the project.

The Applicant has supplied a response letter from Psomas, dated January 2, 2008, found in Section 7.6f of the updated submittal on May 9, 2008, addressing Steve Hansen's comments.

The transfer of existing water rights from the Applicant to the City and other associated issues will be determined in the Development Agreement and/or in a subsequent agreement.

School District: Warm Springs Ranch is projected to generate relatively few public school age children. There may however be school children generated by some of the new workforce housing units. It is estimated that approximately 220 new primary jobs will be created as a result the proposal. Excluding employees who live on-site in single room occupancy units, it is estimated that 118 employee households (including off-site jobs) have the potential to generate school children.

Blaine County School District has developed a formula for the impact relating to new subdivisions across Blaine County. A generation rate of 0.2 public school age children is used for the Ketchum/Sun Valley area. Details, comments and the formula from Mike Chatterton, Business Manager of the Blaine County School District (BCSD) are included in Attachment 3, and are summarized below:

- In subdivisions where a new school site is not warranted, the BCSD is asking for building lots.
- The formula is based on the number of lots proposed in the subdivision and the impact said subdivisions will have on enrollment and staffing.
- Assumptions are made with reference to value of land per acre as well as current market value of lots in the proposed development.

The BCSD feels the financial and student impact of the proposed Warm Springs Ranch Resort will be minimal, and therefore, will not be asking for anything from the development.

Telecommunications (phone, cable, internet): Will serve letters have been routed to dry utilities by Psomas Engineering for the applicant. The following will be the providers of dry utilities to the proposed project:

- Electric -- Idaho Power
- Natural Gas -- Intermountain Gas
- Telephone -- Qwest Communications
- Cable Television -- Cox Communications
- Internet -- TBD (Cox and/or Qwest)

In response to the individual memos (will serve letters), each provider has guaranteed service to the entire project. Copies of the letters have been included in the formal application submittal in Part 3, Appendix, Section 8 – Utility Service Providers' Letters.

Parks and Recreation: (Comments from the Parks Department are included in Attachment 3). Existing recreational details, including active and passive parks and recreation program participation numbers for golf and tennis are attached. A current bid for six (6) tennis courts had been submitted as a part of the Parks Department comment.

- The Department places a high priority on “no net loss” of recreational facilities in reviewing PUD and annexation proposals.
- The eight (8) tennis courts currently located at the Warm Springs Golf Course property were an integral part of the active recreational facilities available to City residents. If courts are constructed off-site with in-lieu donation, they will be available to the public just as the previous Warm Springs ones were.
- A reasonable location within the City for additional tennis courts shall need further examination and possibly scoping for a public-private venture or a long-term lease of land agreement on existing land. This is mainly due to the loss of land for other needed active recreational purposes.
- Staff recommends a \$500,000 in-lieu payment for the construction of the six (6) courts including a clubhouse/restroom facility (A bid dated April 9, 2008, from Valley Paving has been submitted as a part of Department comment and can be found in Attachment 3).
- A junior tennis and golf endowment shall be set up by the Applicant unless sufficient access, facilities and programs are made available.
- The proposed passive recreation proposed on-site by the Applicant would not result in a net gain of recreational facilities by the City.

The Commission found that an economic contribution with a range of \$300,000-\$500,000 would mitigate impacts to active recreation. It was decided that the exact amount determined will be reviewed during City Council deliberations and in the Development Agreement. Additionally, the Commission found that the public access to the golf course as proposed by the Applicant on June 10, 2008 was sufficient with the addition of a twilight pricing and replay rates.

The Commission found that the \$7,500 annually for a recreation program endowment to be used towards renting courts, and hiring tennis professionals to teach our youth was not necessary and the economic contribution for recreation is sufficient in the lump sum donation as determined by the Applicant and City Council during negotiations in the Development Agreement.

The Council found that a \$500,000 is adequate mitigation for the loss of active recreational facilities. The Council determined that the timing of the payment of this donation should be specified in the Development Agreement. Additionally, the Council found that the public access to the golf course as outlined herein is sufficient to meet this standard.

General Government: No comments received from the City Administrator.

Police: Comments from the Police Chief, Cory Lyman, have been incorporated as a part of PUD Evaluation Standard Number 7, Section c., which is related to public safety and the City's responsibility of development in the avalanche zone. This impact, combined with the red and blue avalanche slide path that must be crossed to reach this particular site, have resulted in a Staff recommendation that the building site be moved to the northwest, out of the avalanche zones and closer to the more developed portions of the property.

Fire: Preliminary comments from Fire Chief, Mike Elle of the City's Fire Department, dated March 31, 2008, are included in Attachment 3, and are summarized below:

- Concern about the avalanche hazard in the very unlikely, but possible event that vegetation on the slopes above the project changes.
- Section D104 of the 2006 International Fire Code requires three (3) means of fire apparatus access to the main hotel building in this project.
- The landscape plan in the submitted drawings shows trees impinging on required road widths. Consideration to maintaining required road widths overhead clearances for emergency vehicle access needs to be documented.
- The project is in close proximity to heavy wildland fire fuels. Extensive planning for the prevention of fires, including types of construction, and emergency plans for public safety need to be provided.
- Since the building will be classified as a high-rise due to height of the core hotel building, it shall be constructed and protected as such by the 2006 International Codes.
- The Fire Department is concerned about emergency access to all buildings and lands during the construction of the project. A meeting with all public safety departments and a complete construction mitigation plan will be required prior to commencing any site work on this project.

The Applicant has supplied a response letter from Fire Protection Solutions, dated April 23, 2008, found in Section 3.1 of the updated submittal on May 9, 2008, addressing Chief Elle's Memo.

The Fire Chief provided details concerning existing fire issues surrounding the 2006 International Fire Codes and that the proposed design sufficiently meets those standards.

Building: Preliminary comments from the Building Department are in summary and as follows:

- A proposal of this size will impact the Building Department's ability to provide services related to permit review time, inspection scheduling and manpower.
- The project will generate the need for an additional internal certified plans examiner or these services would need to be outsourced.
- A study has been requested regarding the Building Department's ability to ensure proper building and mechanical code enforcement.

Housing: The Blaine County Housing Authority (BCHA) has commented on the application in regard to the Applicant's Workforce Housing Plan. Jim Frackrell, Director of the BCHA, has provided preliminary comments in a memo dated May 16, 2008, and are in summary as follows:

The BCHA requests additional information to complete their review of the Workforce Housing Plan submitted by the Applicant and is in summary as follows:

- Wage/salary range and a breakdown the number of employees within the aforementioned classifications.
- Information on type of housing provided per employee classification.
- Costs incurred in rent (and utilities) and transportation/parking by employees.
- Details on anticipated lease terms/rental agreements for on-site employees.
- Anticipated transport and parking scenarios for both on-site and commuting employees.

Further, the BCHA recommends the Applicant review and comment on the BCHA's 2008 Community and Employee Housing Guidelines.

Additional detail and Staff recommendations on the proposed Workforce Housing Plan can be found in Attachment 7, Section e. Employee Housing Plan. Specific requirements related to the Workforce Housing Plan will be incorporated into the Development Agreement. The Applicant has conveyed that as part of the Design Review process a comprehensive Workforce Housing Plan will be submitted.

The Commission found that the Applicant need not use the recommendations of BCHA as rigid requirements when developing the Workforce Housing Plan, and that the BCHA should be used mainly as a resource for developing the plan.

The Council recommended that stringent design requirements, consistent with the BCHA design guidelines regarding the interiors of units, should be followed. These requirements should also conform to language in the Workforce Housing Plan and as referenced in the Development Agreement. The Council determined that the BCHA guidelines be used solely as a reference

source and that exterior design requirements be evaluated by the Commission during the Design Review process.

The Council found that additional regulations regarding the development and operation of Workforce Housing should be as specified in the Development Agreement.

Power: The City has not received comments from Idaho Power due to the following comments below.

The Applicant has conducted preliminary discussions with Idaho Power regarding the proposed project. Idaho Power cannot provide any preliminary estimates until the Applicant provides them with a projected load for the site. The Applicant cannot provide a projected load until they know the outcome of our PUD application.

Additional comments are based on the Applicant's conversations with Steve Gutches, Sr. Facilities Representative, held primarily on January 8, 2008.

The resort entrance configuration (roundabout or stop controlled) will ultimately drive the location where the Idaho Power facilities will enter the property.

The current facilities on the poles running along Warm Springs Road are double circuit distribution circuits and they are close to maxed out.

With the previous application, Idaho Power was looking at ways to reconfigure their circuits at the Sun Valley substation to provide Warm Springs Ranch with service. That process was not completed once the application was no longer under consideration.

The Applicant also inquired about the cost to underground the power lines. This has proven to be another situation where Idaho Power cannot provide an acceptable estimate until they know the projected load and how the development will be provided with service. The Commission found that there should be no new above ground power poles or wires in any location as a result of this project.

As the Applicant moves into the design review phase of this application, they should solidify the project proposals' electricity requirements. Project loads can better be provided by the applicant and Idaho Power can begin evaluating their current system and engineering design to service the project proposal.

The Commission found that in no circumstances should any new above-ground power lines be permitted to provide power service to this project, and that existing above ground power lines should be reviewed for the potential to be undergrounded.

The Council found that all new power lines serving the project, both on and off-site, should be undergrounded, consistent with the adopted Franchise Agreement

L. AGENCY RESPONSES.

The following agencies have responded to Planning and Zoning and their correspondence is included with the staff report.

Blaine County Housing Authority
Blaine County School District
Blaine Soils Conservation District
City Arborist
City Engineer
City Fire Department
City Parks and Recreation Department
City Police Department
City Utilities Department
Idaho Department of Fish and Game
Idaho Department of Lands
Idaho Department of Water Resources
Idaho Department of Transportation
Sawtooth National Forest Avalanche Center
South Central District Health

M. LETTERS AND OTHER WRITTEN CORRESPONDENCE FROM THE PUBLIC.

Written comments, in the form of letters and email correspondence, have been received from the public addressing concerns relating to: the bulk, mass and size of the project; the consistency of the project with the Comprehensive Plan; traffic volume and congestion; visual impacts on the community; lack of tennis as a recreational amenity; height waiver requested; ability of the applicant to finance the project; public safety (fire, flood, avalanche) infrastructure costs to the City; construction impacts on surrounding neighborhoods; environmental impact on existing habitat and; quality of hotel/resort; economic stimulus; benefit of proposed recreational amenities (open space, golf course, trails, fishing access); benefits of the on-site workforce housing component; eco-conscious theme/green concepts; marketing appeal to community; establishment of world-class destination resort; construction-related and permanent employment opportunities; renewed retail purchasing; restoration of Warm Springs Creek; increase in hotel rooms/hot beds; increase in City's Local Option Tax base and other economic benefits of the annexation; enhancement of area aesthetics.

Hard copy of email and written comment was distributed to the City Council related to the Planned Unit Development Conditional Use Permit, Large Block Plat and the Annexation. Email and written public comment on the Annexation, Comprehensive Plan and Zoning Designations of the project was received up until February 9, 2009.

N. PUBLIC HEARING BEFORE THE COUNCIL

1. Public hearings on the application were held December 1, 2008, February 11 and 12, 2009. On February 11 and 12, 2009 public testimony was taken. The public hearing was closed on February 12, 2009. At the conclusion of the public hearing, the Council took up the matter and rendered its decision.

2. Oral testimony in opposition to the application was taken on February 11 and 12, 2009. Testimony was presented by several individuals, as reviewed in the minutes, who were opposed to the application for the following reasons: the bulk, mass and size of the project; the consistency of the project with the Comprehensive Plan; traffic volume and congestion; visual impacts on the community; lack of community benefits; height waiver requested; ability of the applicant to finance the project; public safety (fire, flood, avalanche) infrastructure costs to the City; construction impacts on surrounding neighborhoods; environmental impact on existing habitat and; quality of hotel/resort.

3. Oral testimony in favor of the application was presented during the public hearings by the applicant and several other individuals, as reviewed in the minutes, who were in favor of the application for the following reasons: economic stimulus; recreational amenities (open space, golf course, trails, fishing access); on-site workforce housing component; eco-conscious theme/green concepts; marketing appeal to community; establishment of world-class destination resort; construction-related and permanent employment opportunities; renewed retail purchasing; restoration of Warm Springs Creek; increase in hotel rooms/hot beds; increase in City's Local Option Tax base; enhancement of area aesthetics; and inspiration for future generations.

Additional oral testimony related to the Development Agreement will be conducted in a separate public hearing.

4. The City has fielded, recorded and housed public comment for the project proposal since August of 2007. Email and written comments was catalogued by the City.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.

2. Under Chapter 65, Title 67, Idaho Code, the City has passed a land use and zoning code, encompassed in Ketchum City Code Title 17.

3. Under Chapter 65, Title 67, Idaho Code, the City has duly considered and adopted a Comprehensive Plan and a Comprehensive Plan Land Use Map.

4. The City has authority pursuant to Idaho Code §50-222 to annex land into the City.

5. The City of Ketchum Planning Department provided adequate notice for the review of this application.

6. The project does meet the standards of approval under Idaho Code § 50-222 and Title 17, Ketchum City Code.

7. The proposed annexation and zoning designation application is in accordance with the City of Ketchum Comprehensive Plan.

DECISION

THEREFORE, the Ketchum City Council approves this annexation and zoning application, subject to the following conditions:

PROPOSED CONDITIONS

1. The Council recommends the Zoning Designations per Large Block as noted in Table 1 herein, Recommended Zoning and Uses.

2. Uses shall be limited in the Development Agreement to those specifically called out in the approved PUD/Annexation Master Plan. Language in the Development Agreement shall use terminology from the relevant chapters of the Ketchum Zoning Code wherever possible.

3. The Floodplain Overlay District shall be applied to all Large Blocks abutting Warm Springs Creek: Blocks 1 and 2. Building setbacks on the south side of Warm Springs Creek shall be fifty (50) feet from the mean high water mark, consistent with the more stringent regulations in the Blaine County Code. All other riparian and floodplain regulations shall be per the Ketchum Zoning Code.

4. The Avalanche Overlay District shall be applied to all Large Blocks containing Avalanche terrain: Blocks 2, 4, 5, 6, 7 and 8. Distinctions between high hazard areas (red avalanche zones) and low hazard areas (blue avalanche zones) shall be documented on the Large Block Plat and regulated in the PUD and/or Development Agreement accordingly.

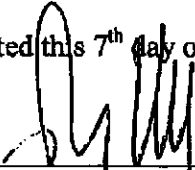
5. No building permits for residential, commercial or year-round recreational uses will be issued within the high hazard areas, as shown on the Avalanche Overlay maps made part of the Development Agreement. Notice of the adjacent avalanche terrain shall be provided on Large Blocks 2, 4, 5, 6, 7 and 8. The construction mitigation plan and development agreement shall detail the limitations of construction and other activities in these large blocks during seasons of potential avalanche hazard.

6. The Mountain Overlay District shall be applied to all large blocks containing slopes greater than 25%, with the exception of the bench areas between the villas and the golf course. All development in these areas is subject to Mountain Overlay Design Review, and other regulations of Chapter 17.1 Ketchum Zoning Code.

7. Property lines that cross Warm Springs Creek shall be moved to the north side for Block 1.

8. Land Uses for the event lawn shall be spelled out so as not to conflict with the Zone District.

Findings of Fact **adopted** by motion and executed this 7th day of April, 2009



Randy Hall, Mayor
City of Ketchum

EXHIBIT D
MAP OF BENCH AREAS

WARM SPRINGS RANCH – BENCH AREA EXHIBIT D

LOCATED WITHIN SECTIONS 11, 12, & 13 AND A PORTION OF HES 292, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., WITHIN THE CITY OF KETCHUM AND A PORTION OF UNINCORPORATED BLAINE COUNTY, IDAHO.
MARCH 2009



LEGEND

- BOUNDARY LINE / PROPOSED AREA OF ANNEXATION
- 25% SLOPE LINE
- 25% SLOPE AREAS
- BENCH AREAS (Excluded from Mountain Overlay District)

PHOTO DATE: 05/24/05

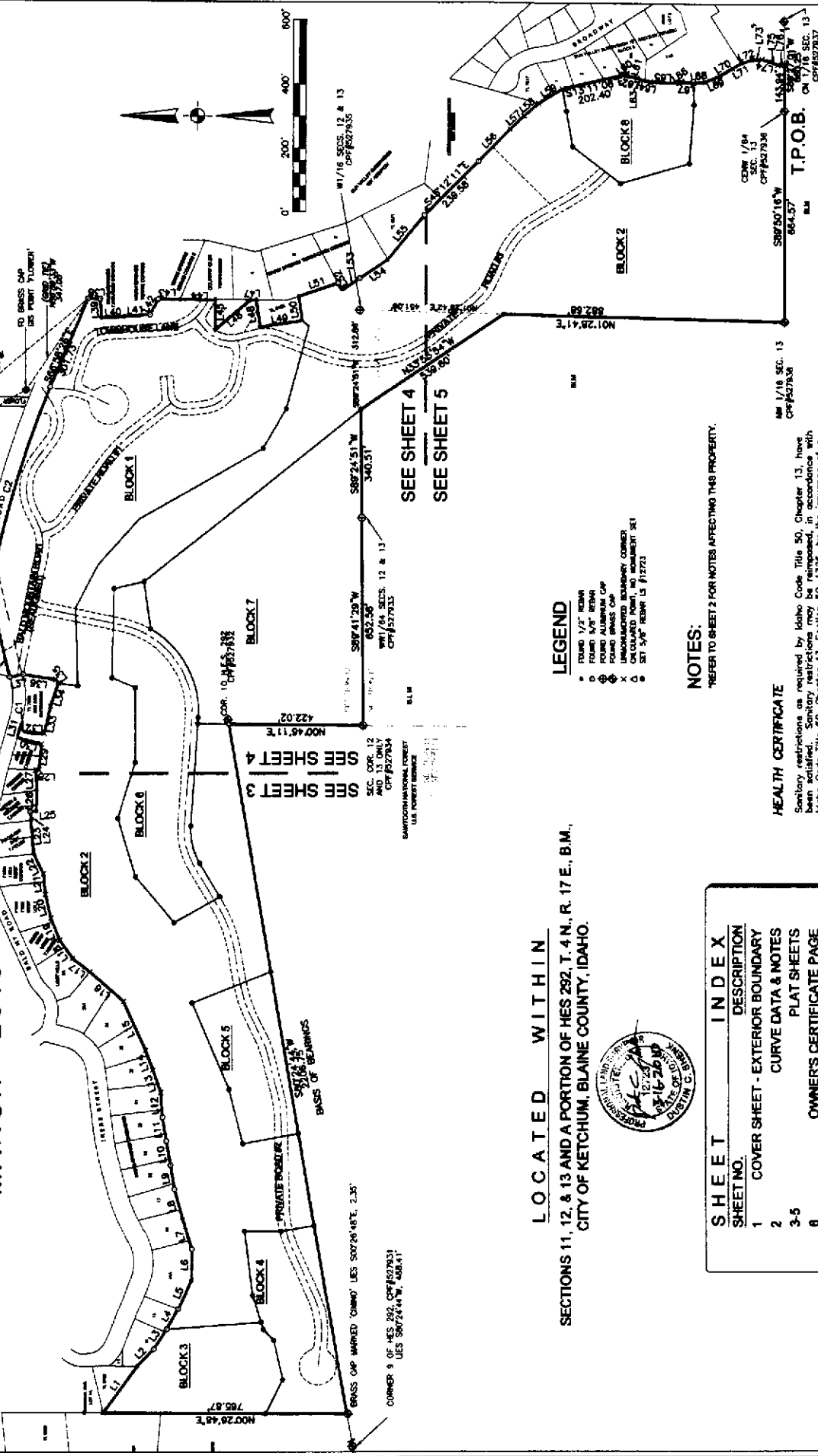


		WARM SPRINGS RANCH RESORT P.U.D.	
PROJECT NO. 07023	DWG BY: JEL	07023, Slope Exhibiting	SHEET 1 OF 1
EXHIBIT/WORKSHEET	DATE: 03/30/09		

NOTE:
"Bench Areas" shall refer to the level areas of the existing golf course on the western portion of the property and the isolated slope and steep areas that are not included in the Mountain Overlay District. These slope steep areas contain isolated pockets where the slope is 25% or more and are not intended to be included in the Mountain Overlay District.

EXHIBIT E
PUD LARGE BLOCK PRELIMINARY
SUBDIVISION PLAT

WARM SPRINGS RANCH RESORT P.U.D. LARGE BLOCK PLAT A LARGE BLOCK PLAT OF GOVT. LOT 5 OF SECTION 13, TAX LOTS 8074, 8075, 8076, 8077, 8078, 8079, 8080, 8081 & 8082 INTO 8 BLOCKS FOR FUTURE DEVELOPMENT. MARCH 2010



LOCATED WITHIN
 SECTIONS 11, 12, & 13 AND A PORTION OF HES 292, T. 4 N., R. 17 E., B.M.,
 CITY OF KETCHUM, BLAINE COUNTY, IDAHO.

SHEET	INDEX
1	COVER SHEET - EXTERIOR BOUNDARY
2	CURVE DATA & NOTES
3-5	PLAT SHEETS
6	OWNER'S CERTIFICATE PAGE
7	SIGNATURES

LEGEND

- FOUND 1/4\"/>

NOTES:

REFER TO SHEET 2 FOR NOTES AFFECTING THIS PROPERTY.

HEALTH CERTIFICATE

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

Date: 3-31-2010

Rebecca Lewis
 South Central District Health Dept., DHS

PREPARED BY: BENCHMARK ASSOCIATES, P.A.
 P.O. BOX 1730, KETCHUM, IDAHO 83340
 PHONE: (208) 733-9912 FAX: (208) 726-5014 EMAIL: info@benchmark.com
 WEB: http://benchmark-associates.com/



WARM SPRINGS RANCH
 RESORT P.U.D.
 LOCATED WITHIN
 SECTIONS 11, 12, & 13 AND A PORTION OF HES 292,
 TOWNSHIP 4 NORTH, RANGE 17 EAST, 6 E.M.
 WITHIN THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PROJECT NO. 09124 DWG BY: DMF/DGS 09124 Final Plat.dwg
 A LARGE BLOCK PLAT DATE: 03/15/2010 SHEET: 1 OF 7

WARM SPRINGS RANCH RESORT P.U.D. LARGE BLOCK PLAT

LOCATED WITHIN SECTIONS 11, 12, & 13 AND A PORTION OF HES 292, T. 4 N., R. 17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO.
A LARGE BLOCK PLAT OF GOVT. LOT 5 OF SECTION 13, TAX LOTS 8074, 8075, 8076,
8077, 8078, 8079, 8080, 8081 & 8082 INTO 8 BLOCKS FOR FUTURE DEVELOPMENT.

MARCH 2010

CURVE TABLE

CURVE	POINTS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	23.00	42.78	38.24	S54.07°20'W	108.15°52'	30.12
C2	23.00	67.73	61.29	S73.28°54'E	17.03°20'	33.51
C3	200.00	174.37	118.84	S78.42°53'W	34°35'54"	62.29
C4	200.00	32.35	181.43	N41°43'10"E	84°35'20"	184.43
C5	110.00	6.25	91.22	S12°43'51"E	3°15'20"	3.13
C6	110.00	6.25	91.22	S12°43'51"E	3°15'20"	3.13
C7	380.00	88.22	67.20	S12°43'51"E	3°15'20"	3.13
C8	380.00	88.22	67.20	S12°43'51"E	3°15'20"	3.13
C9	380.00	88.22	67.20	S12°43'51"E	3°15'20"	3.13
C10	280.00	154.86	151.54	S37°08'20"E	4°14'21"	32.21
C11	110.00	11.17	110.17	S16°15'58"E	1°10'17"	78.59
C12	150.00	58.19	55.86	S11°44'01"E	6°08'03"	63.84
C13	150.00	12.84	12.86	S76°16'39"E	21°27'49"	28.43
C14	80.00	6.93	60.59	S38°04'42"E	7°55'12"	6.49
C15	150.00	6.93	60.59	S38°04'42"E	7°55'12"	6.49
C16	150.00	6.93	60.59	S38°04'42"E	7°55'12"	6.49
C17	200.00	32.09	32.03	S17°54'14"W	15°07'51"	30.79
C18	200.00	32.09	32.03	S17°54'14"W	15°07'51"	30.79
C19	100.00	16.13	160.31	N87°20'48"E	12°15'25"	16.11
C20	100.00	16.13	160.31	N87°20'48"E	12°15'25"	16.11
C21	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89
C22	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89
C23	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89
C24	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89
C25	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89
C26	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89
C27	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89
C28	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89
C29	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89
C30	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89
C31	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89
C32	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89
C33	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89
C34	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89
C35	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89
C36	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89
C37	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89
C38	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89
C39	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89
C40	100.00	23.07	117.81	S87°16'00"E	72°10'56"	72.89

LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S53°49'42"E	183.90	L17	N72°03'12"W	42.82	L33	S30°21'42"W	60.00	L49	S08°21'22"E	133.97
L2	S44°58'58"E	73.97	L18	N67°40'31"E	76.18	L34	S33°38'55"E	67.54	L50	N41°38'38"E	77.89
L3	S61°52'58"E	75.36	L19	N79°49'43"E	75.99	L35	S33°38'55"E	67.54	L51	N41°38'38"E	77.89
L4	S81°05'58"E	74.58	L20	N87°40'31"E	76.18	L36	S33°38'55"E	67.54	L52	N41°38'38"E	77.89
L5	S89°01'17"E	101.07	L21	N87°40'31"E	76.18	L37	S33°38'55"E	67.54	L53	N41°38'38"E	77.89
L6	S89°01'17"E	101.07	L22	N87°40'31"E	76.18	L38	S33°38'55"E	67.54	L54	N41°38'38"E	77.89
L7	N75°12'29"E	96.50	L23	N87°40'31"E	76.18	L39	S33°38'55"E	67.54	L55	N41°38'38"E	77.89
L8	N75°12'29"E	96.50	L24	N87°40'31"E	76.18	L40	S33°38'55"E	67.54	L56	N41°38'38"E	77.89
L9	N80°54'44"E	76.20	L25	N87°40'31"E	76.18	L41	S33°38'55"E	67.54	L57	N41°38'38"E	77.89
L10	N79°49'43"E	75.99	L26	N87°40'31"E	76.18	L42	S33°38'55"E	67.54	L58	N41°38'38"E	77.89
L11	N80°40'31"E	76.18	L27	N87°40'31"E	76.18	L43	S33°38'55"E	67.54	L59	N41°38'38"E	77.89
L12	N80°40'31"E	76.18	L28	N87°40'31"E	76.18	L44	S33°38'55"E	67.54	L60	N41°38'38"E	77.89
L13	N71°01'39"E	75.00	L29	N87°40'31"E	76.18	L45	S33°38'55"E	67.54	L61	N41°38'38"E	77.89
L14	N69°42'41"E	65.71	L30	N87°40'31"E	76.18	L46	S33°38'55"E	67.54	L62	N41°38'38"E	77.89
L15	N66°03'23"E	189.14	L31	N87°40'31"E	76.18	L47	S33°38'55"E	67.54	L63	N41°38'38"E	77.89
L16	N41°05'18"E	69.49	L32	N87°40'31"E	76.18	L48	S33°38'55"E	67.54	L64	N41°38'38"E	77.89
L17	N30°13'39"E	89.39	L33	N87°40'31"E	76.18	L49	S33°38'55"E	67.54	L65	N41°38'38"E	77.89
L18	N57°18'46"E	73.98	L34	N87°40'31"E	76.18	L50	S33°38'55"E	67.54	L66	N41°38'38"E	77.89
L19	N77°05'15"E	75.99	L35	N87°40'31"E	76.18	L51	S33°38'55"E	67.54	L67	N41°38'38"E	77.89
L20	N77°05'15"E	75.99	L36	N87°40'31"E	76.18	L52	S33°38'55"E	67.54	L68	N41°38'38"E	77.89
L21	N64°23'58"E	65.76	L37	N87°40'31"E	76.18	L53	S33°38'55"E	67.54	L69	N41°38'38"E	77.89
L22	N65°03'57"E	68.33	L38	N87°40'31"E	76.18	L54	S33°38'55"E	67.54	L70	N41°38'38"E	77.89
L23	N65°03'57"E	68.33	L39	N87°40'31"E	76.18	L55	S33°38'55"E	67.54	L71	N41°38'38"E	77.89
L24	N65°03'57"E	68.33	L40	N87°40'31"E	76.18	L56	S33°38'55"E	67.54	L72	N41°38'38"E	77.89
L25	N65°03'57"E	68.33	L41	N87°40'31"E	76.18	L57	S33°38'55"E	67.54	L73	N41°38'38"E	77.89
L26	N65°03'57"E	68.33	L42	N87°40'31"E	76.18	L58	S33°38'55"E	67.54	L74	N41°38'38"E	77.89
L27	N65°03'57"E	68.33	L43	N87°40'31"E	76.18	L59	S33°38'55"E	67.54	L75	N41°38'38"E	77.89
L28	N65°03'57"E	68.33	L44	N87°40'31"E	76.18	L60	S33°38'55"E	67.54	L76	N41°38'38"E	77.89
L29	N65°03'57"E	68.33	L45	N87°40'31"E	76.18	L61	S33°38'55"E	67.54	L77	N41°38'38"E	77.89
L30	N65°03'57"E	68.33	L46	N87°40'31"E	76.18	L62	S33°38'55"E	67.54	L78	N41°38'38"E	77.89
L31	N65°03'57"E	68.33	L47	N87°40'31"E	76.18	L63	S33°38'55"E	67.54	L79	N41°38'38"E	77.89
L32	N65°03'57"E	68.33	L48	N87°40'31"E	76.18	L64	S33°38'55"E	67.54	L80	N41°38'38"E	77.89
L33	N65°03'57"E	68.33	L49	N87°40'31"E	76.18	L65	S33°38'55"E	67.54	L81	N41°38'38"E	77.89
L34	N65°03'57"E	68.33	L50	N87°40'31"E	76.18	L66	S33°38'55"E	67.54	L82	N41°38'38"E	77.89
L35	N65°03'57"E	68.33	L51	N87°40'31"E	76.18	L67	S33°38'55"E	67.54	L83	N41°38'38"E	77.89
L36	N65°03'57"E	68.33	L52	N87°40'31"E	76.18	L68	S33°38'55"E	67.54	L84	N41°38'38"E	77.89

NOTES:

1. A 10 FEET WIDE WATER LINE EASEMENT TO BENEFIT THE CITY OF KETCHUM EXISTS THROUGH BLOCK 3 AS SHOWN HEREON. (SHEET 3)
2. A 10 FEET WIDE WATER LINE EASEMENT IS GRANTED THROUGH BLOCK 3 TO BENEFIT THE CITY OF KETCHUM AS SHOWN HEREON. (SHEET 3)
3. A 30 FEET WIDE ACCESS EASEMENT TO BENEFIT BLOCK 3 AND A 30 FEET WIDE PUBLIC UTILITY EASEMENT TO BENEFIT BLOCK 3 AND THE CITY OF KETCHUM IS GRANTED THROUGH BLOCK 4 AS SHOWN HEREON. (SHEET 3)
4. PRIVATE ROAD #2 IS A PRIVATE ROAD AND WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. A 40 FEET WIDE EMERGENCY ACCESS AND PUBLIC UTILITY EASEMENT TO BENEFIT BLOCKS 2, 3, 4, 5 & 6 IS GRANTED ALONG PRIVATE ROAD #2 THROUGH BLOCKS 1, 2, 4, 5 & 6 AS SHOWN HEREON.
5. THE FORMER 40 FOOT SECTION OF BALD MOUNTAIN ROAD THROUGH BLOCK 1 WHICH HELDS AND THE CITY OF KETCHUM ACKNOWLEDGE WAS CREATED BY PRESCRIPTIVE EASEMENT SHALL BE RELOCATED TO THE RELOCATED BALD MOUNTAIN ROAD. A TEMPORARY 40 FEET WIDE EMERGENCY ACCESS AND PUBLIC UTILITY EASEMENT IS GRANTED WITHIN THE RELOCATED PORTION OF BALD MOUNTAIN ROAD AS SHOWN, AND SHALL EXTINGUISH UPON ACCEPTANCE OF BALD MOUNTAIN ROAD AS A PUBLIC ROAD BY THE CITY OF KETCHUM.
6. PRIVATE ROAD #1 IS A PRIVATE ROAD AND WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. A 40 FEET WIDE EMERGENCY ACCESS EASEMENT TO BENEFIT BLOCKS 2, 3, 4, 5 & 6 IS GRANTED ALONG PRIVATE ROAD #1 THROUGH BLOCK 1 AS SHOWN HEREON.
7. THE 30 FEET WIDE ROADWAY EASEMENTS PER INSTRUMENT NUMBERS 129077, 165890 & 300216, RECORDS OF BLAINE COUNTY, IDAHO AND COMMONLY KNOWN AS TOWNHOUSE LANE ARE RELOCATED AS SHOWN HEREON. THIS RELOCATED EASEMENT (TOWNHOUSE LANE) SHALL BE AN ACCESS AND PUBLIC UTILITY EASEMENT TO BENEFIT BLOCKS 2 & 8, THE COUNTRY CLUB TOWNHOUSES, WARM SPRINGS TOWNHOUSE CONDOMINIUMS 1-4, AND TAX LOT 5105. (SHEET 4)
8. THE 10 FEET WIDE WATER LINE EASEMENT PER INSTR. NO. 185874, RECORDS OF BLAINE COUNTY, IDAHO, SHALL BE RELOCATED WITHIN TOWNHOUSE LANE AS SHOWN HEREON. (SHEET 4)
9. PRIVATE ROAD #3 IS A PRIVATE ROAD AND WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. A 40 FEET WIDE EMERGENCY ACCESS AND PUBLIC UTILITY EASEMENT TO BENEFIT BLOCKS 2 AND 6 IS GRANTED ALONG PRIVATE ROAD #3 THROUGH BLOCKS 1 & 2 AS SHOWN HEREON.
10. S.69243, RECORDS OF BLAINE COUNTY, IDAHO.
11. A 10 FEET WIDE FISHERMAN'S AND NATURE STUDY EASEMENT IS GRANTED ALONG THE MEAN (ORDINARY) HIGH WATER MARK OF SPRINGS CREEK WITHIN SAID PROPERTY. THE FINAL LOCATION OF THE FISHERMAN'S AND NATURE STUDY EASEMENT IS SUBJECT TO THE PROPOSED STREAM RESTORATION IMPROVEMENTS.
12. A 25 FEET SCENIC EASEMENT AND RIPARIAN SETBACK IS GRANTED ALONG THE NORTH AND EAST MEAN (ORDINARY) HIGH WATER MARK OF WARM SPRINGS CREEK WITHIN SAID PROPERTY. THE FINAL LOCATION OF THE SCENIC EASEMENT AND SETBACK IS SUBJECT TO THE PROPOSED STREAM RESTORATION IMPROVEMENTS.
13. A 50 FEET SCENIC EASEMENT AND RIPARIAN SETBACK IS GRANTED ALONG THE SOUTH AND WEST MEAN (ORDINARY) HIGH WATER MARK OF WARM SPRINGS CREEK WITHIN SAID PROPERTY. THE FINAL LOCATION OF THE SCENIC EASEMENT AND SETBACK IS SUBJECT TO THE PROPOSED STREAM RESTORATION IMPROVEMENTS.
14. A FOUR SPACE PARKING AND TRAIL EASEMENT TO BENEFIT WARM SPRINGS TOWNHOUSE CONDOMINIUMS #1 IS GRANTED WITHIN BLOCK 1, A FOUR SPACE PARKING AND TRAIL EASEMENT (SEE SHEET 4).
15. ACCESS TO PRIVATE ROAD #1 AND PRIVATE ROAD #3 ARE LOCATED WITHIN AVAILANCHE HAZARD ZONES. ACCESS TO THESE ROADS MAY BE LIMITED BY THE CITY OF KETCHUM EMERGENCY SERVICES PERSONNEL DURING PERIODS OF EXTREME AVAILANCHE DANGER.
16. THE FLOODPLAIN SHOWN IS BASED ON THE GEOLOGICAL SERVICES, INC. STUDY OF THE WARM SPRINGS DRAINAGE (POST CASTLE ROCK FIRE) AND A DISCHARGE OF 1326 CFS. THE WETLANDS SHOWN ARE BASED ON A STUDY BY SANTIAGO ENVIRONMENTAL. THE FINAL JURISDICTIONAL FLOODPLAIN AND WETLANDS ARE SUBJECT TO STREAM RESTORATION IMPROVEMENTS AND COLOR & LOMR APPROVALS FROM FEMA.
17. AVAILANCHE WARNING: PORTIONS OF THE WARM SPRINGS RANCH RESORT CONTAIN AVAILANCHE HAZARDS. THESE HAZARDS ARE IDENTIFIED ON THIS PLAT AND ARE DERIVED FROM THE AVAILANCHE HAZARD AND WETLAND MAPPING AND ANALYSIS CONDUCTED BY ARTHUR MEARS, P.E. INC. IN APRIL 2001. THE AVAILANCHE HAZARD AND WETLAND MAPPING AND ANALYSIS CONDUCTED IN 2001. THE CURRENT CONDITIONS ARE SUBJECT TO CHANGE DUE TO AVAILANCHE OCCURRENCES. IF THE CURRENT CONDITIONS CHANGE IN A MANNER THAT MAY AFFECT THE AVAILANCHE HAZARD, THE CITY OF KETCHUM MAY REQUIRE A RE-EVALUATION OF THE AVAILANCHE HAZARD ON THE PROPERTY. THIS RE-EVALUATION SHALL BE COMMISSIONED AND PAID FOR BY THE HOMEOWNERS ASSOCIATION OR THE PROPERTY OWNER AND SHALL BE CONDUCTED BY A RECOGNIZED AVAILANCHE PROFESSIONAL. THE RE-EVALUATION SHALL DETERMINE IF, AND MAKE RECOMMENDATIONS FOR, ANY MITIGATION MEASURES THAT ARE REQUIRED TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE PUBLIC.
18. THE AREAS IDENTIFIED ON THIS PLAT AS EITHER RED OR BLUE AVAILANCHE SHALL HAVE RESTRICTED RECREATION ACCESS BETWEEN DECEMBER 15 AND APRIL 1 OF EACH YEAR.
19. THIS PROPERTY IS SUBJECT TO AN ANNEXATION AND DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. 570190, RECORDS OF BLAINE COUNTY, IDAHO.
20. EXISTING WATER AND SEWER MAINS WITHIN PORTIONS OF BLOCKS 1 AND 2 ARE TO BE RELOCATED TO SHOWN EASEMENTS DURING DEVELOPMENT. THE EXISTING LOCATIONS ARE NOT SHOWN HEREON.
21. SNOW STORAGE FOR RELOCATED BALD MOUNTAIN ROAD SHALL BE PROVIDED PER DESIGN REVIEW APPROVAL. (RELOCATED BALD MOUNTAIN ROAD FORMERLY REFERRED TO AS PRIVATE ROAD #1 IN FINDINGS).



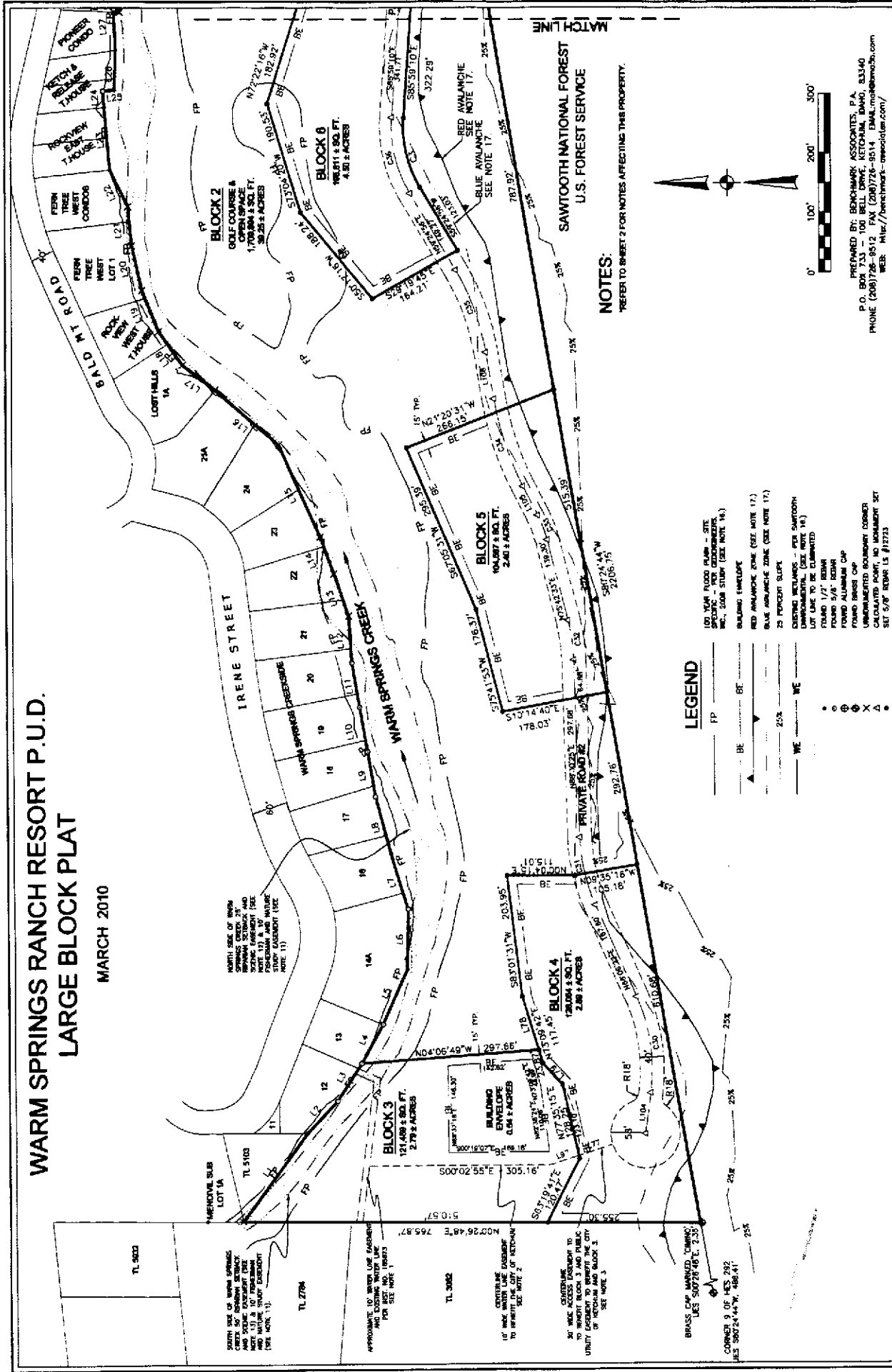
WARM SPRINGS RANCH
RESORT P.U.D.
LOCATED WITHIN
SECTIONS 11, 12, & 13 AND A PORTION OF HES 292,
TOWNSHIP 4 NORTH RANGE 17 EAST 18 W,
WITHIN THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO.

PREPARED BY BENJAMIN ASSOCIATES, P.A.
P.O. BOX 133-108 BELL BLVD. KETCHUM, IDAHO 83740
PHONE (208) 728-1212 FAX (208) 728-1213
E-MAIL: ben@benjamins.com
WEB: <http://benjamins.com>

PROJECT NO. 09124 DWG BY: DMP/DKS 09124 Final Plc.dwg
A LARGE BLOCK PLAT DATE: 03/15/2010 SHEET: 2 OF 7

WARM SPRINGS RANCH RESORT P.U.D. LARGE BLOCK PLAT

MARCH 2010



LEGEND

- FP FLOOD PLAIN - SITE
- BE BUILDING ENVELOPE
- RED AVALANCHE ZONE (SEE NOTE 17)
- BLUE AVALANCHE ZONE (SEE NOTE 17)
- 25 PERCENT SLOPE
- CORROSION METALWORK - PER SAWTOOTH ENVIRONMENTAL (SEE NOTE 18)
- LOT LINE TO BE CLIMATED
- FOUND 1/2" REBAR
- FOUND 3/8" REBAR
- FOUND ALUMINUM CAP
- FOUND BRASS CAP
- UNDOCUMENTED BOUNDARY CORNER
- CALCULATED POINT IN UNDOCUMENTED SET SET 5/8" REBAR IS #2773
- WARM SPRINGS RANCH RESORT P.U.D. SAWTOOTH ENVIRONMENTAL - 2004 SEE NOTES 11, 12 AND 13



**WARM SPRINGS RANCH
RESORT P.U.D.**

LOCATED WITHIN
SECTIONS 11, 12, & 13 AND A PORTION OF NE3 SE2,
TOWNSHIP 4 NORTH, RANGE 17 EAST, ELM,
WITHIN THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO.

PREPARED BY: BENCHMARK ASSOCIATES, P.A.
P.O. BOX 133, 100 BELL DRIVE, KETCHUM, IDAHO 83340
PHONE (208) 728-9512 FAX (208) 728-9514 EMAIL mark@benchmark.com
WEB: <http://www.benchmark-associates.com/>

PROJECT NO. 09124 DWG. BY: DMP/DGS 09124 Final Plat.dwg
A LARGE BLOCK PLAT DATE: 03/15/2010 SHEET: 3 OF 7

LEGEND

100 YEAR FLOOD PLAIN - SEE SPECIFIC TO PER GREENLANDERS, INC., 2008 STUDY (SEE NOTE 16.)

BUILDING ENVELOPE

RED ANALYSE ZONE (SEE NOTE 17.)

RED ANALYSE ZONE (SEE NOTE 17.)

20 PERCENT SLOPE

EXISTING WETLANDS - PER SAMPSON ENVIRONMENTAL (SEE NOTE 18.)

NOT LATE TO BE CLIMATED

FOUND 172' REBAR

FOUND 378' REBAR

FOUND ALUMINUM C/P

FOUND BRASS CAP

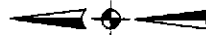
UNMODIFIED BOUNDARY CORNER CALCULATED POINT, NO INSTRUMENT SET

531.57' REBAR SEE #12723

WETLAND (CONVEYANCE) HIGH WATER OF WETLANDS DISTRICT - PER WETLANDS DISTRICT (SEE NOTES 11, 12 AND 13.)

[illegible]

NOTES:
REFER TO SHE



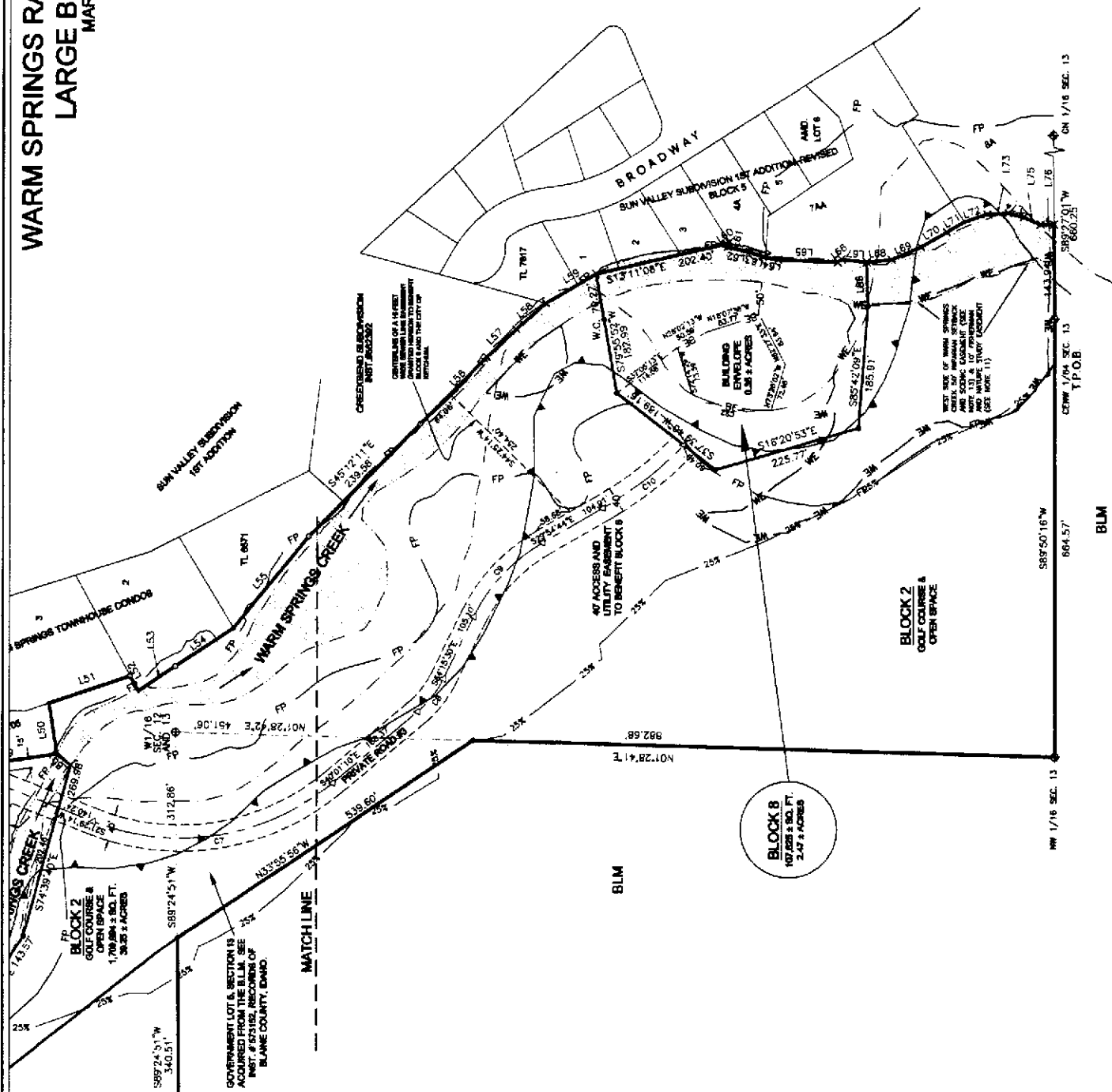
PREPARED BY: BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO, 83340
PHONE (208)726-9512 FAX (208)726-9514 EMAIL: mark@benchmark.com
WEB: <http://benchmark-associates.com/>



**WARM SPRINGS RANCH
RESORT P.U.D.**

LOCATED WITHIN
SECTIONS 11, 12, & 13 AND A PORTION OF NE 20,
TOWNSHIP 4 NORTH, RANGE 17 EAST, 8 M.,
WITHIN THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO.

PROJECT NO. 09124	DWG BY : DMAP/DCS	09124 Final Plat.dwg
A LARGE BLOCK PLAT	DATE: 03/15/2010	SHEET: 5



SURVEYOR'S CERTIFICATE

I, Justin C. Shenk, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that the foregoing plat was duly accepted and approved according to the Ketchum Subdivision Ordinance.



JUSTIN C. SHENK

COUNTY SURVEYOR'S APPROVAL

This is to certify that I, Jim W. Koonce, 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.

Jim W. Koonce
JIM W. KOONCE

3/29/10
DATE

CITY ENGINEER'S APPROVAL

I, Steven R. Yearley, City Engineer for Ketchum, Idaho do hereby approve the foregoing plat.

Steven R. Yearley
STEVEN R. YEARLEY

3/29/10
DATE

CITY OF KETCHUM APPROVAL

I, Sandra E. Cady, City Clerk in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to the Ketchum Subdivision Ordinance.

Sandra E. Cady
SANDRA CADY

4-5-10
DATE



BLAINE COUNTY TREASURER'S CERTIFICATE

On the 5th day of April, 2010, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

Debbie H. Cook by: Hal Peterson

Instrument # 878000

Recorded in Book 11, Page 1
Recorded in Book 11, Page 1
Recorded in Book 11, Page 1
Recorded in Book 11, Page 1
Recorded in Book 11, Page 1
Recorded in Book 11, Page 1



**WARM SPRINGS RANCH
RESORT P.U.D.**

LOCATED WITHIN
SECTIONS 11, 12, & 13 AND A PORTION OF H&S 202,
TOWNSHIP 4 NORTH, RANGE 17 EAST, 81M,
WITHIN THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PROJECT NO. 08124
DATE: 03/10/2010
DRAWN BY: CPL
DATE: 03/10/2010
SHEET: 7 OF 7

EXHIBIT F
LARGE BLOCK PLAT FINDINGS

BEFORE THE KETCHUM CITY COUNCIL

IN RE:)	Case No: LBP-08-008
)	
WARM SPRINGS RANCH)	FINDINGS OF FACT, CONCLUSIONS OF LAW
RESORT)	AND DECISION
Large Block Plat)	
)	

The Large Block Plat application, as a part of the Warm Springs Ranch Resort Planned Unit Development Conditional Use Permit (PUD CUP) application, came before the Ketchum City Council for consideration on February 12, 2009. The Ketchum City Council having reviewed the Application, taken written and oral testimony, and having duly considered the matter, makes the following findings of fact, conclusions of law and decision.

FINDINGS OF FACT

A. APPLICATION SUMMARY.

Helios Development, LLC, owner of the subject property, is requesting approval of a Large Block Plat as a part of the PUD CUP application for the Warm Springs Ranch Resort, a proposed high quality iconically designed hotel and mixed-use hospitality project, including residential and commercial uses and significant open space and recreational facilities.

APPLICANT/OWNER: Helios Development, LLC (Owner)
Contact: Anton Vonk and Diane Boss
P.O. Box 10130
Ketchum, Idaho 83340

DEVELOPMENT TEAM: DDRM Greatplace, LLC (Developer)
Project Contact: Stan Castleton, CEO
333 Main Street Suite 325
P.O. Box 4151
Park City, Utah 84060

LEGAL DESCRIPTION: Tax Lot Numbers 8074, 8075, 8076, 8077, 8078, 8079, 8080, 8081 and 8082 in Sections 11, 12 and 13 and portion of HES 292 T4N, R17E.

LOT LOCATION: 1801 Warm Springs Road (property generally known as the Warm Springs Ranch Restaurant and Golf Course).

ZONING: The property's 78.39 acres (including a 1.62 acre BLM parcel proposed for acquisition) is situated both within the city of Ketchum and Blaine County; 11.26 acres lies within the territorial limits of the

City, of which 9.21 acres are zoned Tourist District (T), and 2.05 acres are zoned General Residential Low Density District (GR-L).

OVERLAY DISTRICT: Floodplain Management Overlay (FP), Avalanche (A) and Mountain Overlay (MO) Districts will apply to portions of the site.

PROPOSED USE: Hotel and Resort; mixed-use hospitality project including Residential, Commercial, and Recreation and Open Space.

WAIVERS REQUESTED: No waivers are requested of the Large Block Plat.

LARGE BLOCK PLAT FILE: LBP 08-008

**SUBMITTAL DATES/
CERTIFICATION:** Application received February 11, 2008
Certified complete on February 26, 2008
Updates to the formal application submittal were received on May 9 ("Updated Application Submittal"), November 3, 12, December 1, 2, and 16, 2008, and January 13, 2009, all of which are on file with the Ketchum Community and Economic Development Department.

REVIEWER: Lisa Horowitz, Community and Economic Development Director
Nathan Warren, Senior Planner

B. NOTICE OF PUBLIC HEARING OF THE COUNCIL.

PUBLIC NOTICE: Mailings: Property owners within 600 feet, as found in the Blaine County records, were mailed notice on January 21, 2009.
Publications: Legal notice was published in the *Idaho Mountain Express* on January 23, 2009 and Display ads published on February 6 and 11, 2009.
Postings: Four (4) semi-permanent signs were posted on the subject property on January 28, 2009 and updated with a change in venue on February 4, 2009. The change in venue was appropriately addressed and administrative process followed in accordance with the State of Idaho open meeting laws.

C. COMPANION APPLICATIONS.

Requests for a Planned Unit Development (PUD), annexation and zoning of the subject property were received in connection with this application on February 11, 2008.

D. STUDIES SUBMITTED.

Supplemental and required studies as a part of the Large Block Plat, including the following exhibits listed below, were submitted as a part of the complete PUD and Annexation Application submittal dated February 11, 2008, and modified on March 26, April 24, May 9, and May 12, November 3, 12, December 1, 2, and 16, 2008.

Sheet E.1.1 – WSRR Large Block Plat (4/24/2008); updated January 2009
 Sheet E.1.2 – WSRR Large Block Plat (4/24/2008); updated January 2009
 Sheet E.1.3 – WSRR Large Block Plat (4/24/2008); updated January 2009
 Sheet E.1.4 – WSRR Large Block Plat (4/24/2008); updated January 2009
 Section 2.2 Narrative – Impact Statements (2/11/08)

- o 2.2.8 – Internal Roads
- o 2.2.9 – External Roadway Impact
- o 2.2.11 – Preliminary Environmental Report
- o 2.2.13 – Public Easements, Created or Threatened, and Recreational Availability
- o 2.2.14 – Avalanche and Flood Hazards
- o 2.2.15 – Drainage
- o 2.2.16 – Grading of Slopes

 Infrared photo during 2006 flood – (Blaine County, 5/19/06)
 Exhibit – Document to evaluate potential building sites for southern Estate Lot ()
 Sheets EV.2, EV.5-8, EV.10-11 – Environmental Exhibits (2/11/08)
 Exhibit – Block 1 Areas between MHW and within Roadways (7/15/08)
 Sheet S.5 – Site Constraints (2/11/08)
 Sheet S.6 – Easements and Acquisitions (2/11/08)
 Proposed Condition #5 – Drawing A.6, Development Height Standards (WSRR Findings of Fact, adopted 7/31/08)
 Sheet S.8 – Scheme 9 Conceptual Site Plan (4/29/08)

E. PROJECT DESCRIPTION.

A full description of the project can be found on file with the City and as a part of the PUD Findings of Fact adopted April 7, 2009.

F. EXISTING SITE CHARACTERISTICS.

The subject property encompasses the decommissioned Warm Springs Ranch restaurant, golf course and tennis courts. For additional site characteristics, please reference the PUD Findings of Fact adopted on April 7, 2009.

G. DESCRIPTION AND CHARACTER OF SURROUNDING AREA.

The surrounding Warm Springs Base area consists of residential and recreational uses as further described in the PUD Findings of Fact adopted April 7, 2009.

H. SITE DESIGN INFORMATION.

1. FLOOR AREA:

TOTAL EXISTING:	5,776 sq. ft (Warm Springs Restaurant)
	1,100 sq. ft. (pro shop)
	1,200 and 1,248 sq. ft. (two golf storage buildings)
	9,324 sq. ft. total (gross)

- TOTAL PROPOSED:** See discussion in Section L, Large Block Plat background (16.08.070.E) herein and the PUD Findings of Fact adopted April 7, 2009.
2. **LOT AREA:** 76.77 acres or 3,334,093 sq. ft. (Helios land area)
+ 1.62 acres (BLM parcel area)
78.39 acres or 3,414,605 sq.ft.
3. **LOT COVERAGE:**
Table 3 in the PUD Findings of Fact adopted April 7, 2009 outlines lot coverage proposed on the site.
4. **PROPOSED AND REQUIRED SETBACKS:** Table 5 in the PUD Findings of Fact adopted April 7, 2009 outline setbacks proposed on the site.

L. SPECIAL ON-SITE FEATURES.

Portions of the subject property lie in avalanche, floodplain, and/or mountainous areas and will be subject to Avalanche, Floodplain and Mountain Overlay Districts. Warm Springs Creek meanders through the Property the topography of which includes areas significantly below the grade of Warm Springs Road and areas adjacent to public land.

J. AGENCY RESPONSES.

No agency responses were received regarding the Large Block Plat Application. Agency responses to the PUD and Annexation applications are on file with the City and have been referenced in the PUD Staff Report dated May 27, 2008 and updated on December 1, 2008.

K. LETTERS AND OTHER WRITTEN CORRESPONDENCE FROM THE PUBLIC.

Written comments, in the form of letters and email correspondence, have been received from the public addressing concerns relating to but not limited to: height and bulk of the hotel core; placement of workforce housing units; traffic and transportation; and recreation amenities.

The City has fielded, recorded and housed public comment for the project proposal since August of 2007. Emails, petitions, and written comments were captured in a spreadsheet by date and stance on the project as best possibly determined by Staff. The Council was also briefed periodically on oral comment received from citizens by way of Staff.

Hard copy of email and written comment was distributed to the City Council related to the PUD Conditional Use Permit, Annexation and the Large Block Plat as part of the PUD.

All written correspondence is on file with the City.

L. LARGE BLOCK PLAT STANDARDS:

The Planned Unit Development (PUD) Ordinance requires the submittal of a Large Block Plat:

Warm Springs Ranch Resort, Large Block Plat

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SECTION 16.08.070.E. LARGE BLOCK PLAT.

A large block plat shall be prepared in the manner required for subdivision preliminary plats under the applicable ordinance(s). Said large block plat shall include, but not be limited to, maximum allowable densities, types and uses of structures, location of building envelopes, location and dedication of streets, alleys, easements, parks and other public lands. Prior to or as a condition of PUD approval, the applicant shall prepare a final large block plat in the manner required for final subdivision plats under the applicable ordinance(s). Said final large lot plat shall be filed with the office of the Blaine County recorder, Hailey, Idaho.

The Large Block Plat allows the City to effectively regulate large projects which may be phased over time. Large Block Plats are required of every PUD. Universal requirements of the PUD are maintained throughout the project and are reflected in the Large Block Plat. Examples of such requirements are covenants, rights-of-ways, easements, use restrictions, and other specific requirements pertinent to the PUD.

FINDING:

The Staff Report dated August 25, 2008 ("Report") reviews specifically the Large Block Plat submitted as part of the Applicant's PUD and Annexation applications. The most current map of the Large Block Plat is attached to the Report. Background on the proposal is outlined in the Report dated May 27, 2008 and updated December 1, 2008.

The Warm Springs Ranch Large Block Plat is broken down into the following eight (8) Large Blocks:

Block 1: Urbanized area north of Warm Springs Creek on 13.72 acres (597,643 sq.ft.). This Block presently contains the previously existing Warm Springs Restaurant and decommissioned tennis courts which are adjacent to developed areas on the north side of the Creek. This land area is currently within city limits where the core hotel building (approximately 538,151 sq.ft.), the Workforce Housing (approximately 36,295 sq.ft.), and up to twenty-four (24) residential Townhomes (totaling approximately 52,800 square feet; without garages) are planned for development. This Block has been recommended to remain Tourist Zoning (T) (See WSRR PUD Sheet E-1.3).

Block 2: Golf Course and Open Space Area 39.25 acres. This Block is to be annexed into the City. The land area runs south and west from Block 1. To the north it is bordered by Warm Springs Creek and residential properties accessed from Bald Mountain Road. This land area is planned for passive open space and portions of the proposed golf course with irrigation ponds. A 2.2 acre jurisdictional wetland complex exists in this Block which has high to moderate quality and provides an important ecological function. This constitutes a portion of the key area that will be used by the public for active recreation opportunities. Recreation Use District (RU) has been recommended for this Block (See WSRR PUD Sheet E-1.3, E-1.2, E-1.4).

Block 3: Westerly Estate Lot on 2.79 acres. This Block is to be annexed into the City. This Block is planned for one home site approximately 5,900 square feet, including garages, with a building envelope of 0.54 acres (approximately 23,522 sq.ft.). Accessory uses and garages will be limited

to 1,200 gross square feet. This area constitutes the closest residential development to existing neighborhoods north of the Warm Springs Creek. The Commission recommended designating Tourist Zoning (T) for this Block (See WSRR PUD Sheet 1.4). This zone was recommended to allow short-term occupancy of the home as outlined in the Development Agreement.

Block 4: Residential on 2.89 acres. This Block is to be annexed into the City. This area is situated between Block 2 to the north and the conifer forest in USFS land to the south. Seven (7) residential villas (approx. 25,984 sq.ft.) are planned for development in this Block. Use restrictions are limited to single-family and duplex dwellings along with hotel and tourist housing accommodations. The Commission concurred with Staff and recommended designating Tourist Zoning (T) for this Block (See WSRR PUD Sheet 1.4).

Block 5: Residential on 2.40 acres. This Block is to be annexed into the City. This area is situated between Block 2 to the north and the conifer forest in USFS land to the south. Six (6) residential villas (approx. 22,272 sq.ft.) are planned for development in this Block. Use restrictions are limited to single-family and duplex dwellings, and hotel and tourist housing accommodations. The Commission concurred with Staff and recommended designating Tourist Zoning (T) for this Block (See WSRR PUD Sheet E.1.4).

Block 6: Residential and Semi-Private Events on 4.5 acres. This Block is to be annexed into the City. This area is situated between Block 2 to the north and conifer forest in USFS land to the South. The WSRR "Events House" (approx. 3,400 sq.ft.) and lawn area is proposed for the eastern portion of the Block. Twelve (12) residential villas (approx. 44,544 sq.ft.) are planned for development in this Block. Similar to Blocks 4 and 5, restriction to use will be limited to single-family, duplex dwellings, and tourist housing accommodations. However, use will also include operating a semi-private facility used in conjunction with the hotel for events. The Commission recommended designating Tourist Zoning (T) for this Block (See WSRR PUD Sheet E.1.4).

Block 7: Open Space on 10.37 acres. This Block is to be annexed into the City. This area is south of Block 6 and southwest of the Warm Springs Creek. It contains a tree-covered hillside and conifer forest in USFS land at the base of Bald Mountain. No development is proposed in this area. Recreation Use District (RU) has been recommended for this Block (See WSRR PUD Sheet E.1.2).

Block 8: Southern Estate Lot on 2.47 acres: This Block is to be annexed into the City. This area is located within the southern portion of Block 2 and adjacent to Warm Springs Creek. Similar to Block 3, this Block is planned for a single home site approximately 5,900 square feet, including garages, on 0.58 acres (approx. 23,552 sq.ft) with accessory uses and garages limited to 1,200 gross square feet. The building envelope is proposed to be mostly within an opening in the existing cottonwood forest. The proposed block traverses an avalanche zone, as described in the Avalanche Reports, attachment 2.2.14 of the February 11, 2008 Application Submittal and attachment 4.3 of the May 9, 2008 Updated Application Submittal. The building envelope is located outside of any avalanche hazard area. Because of the intrusion into vegetated areas and the location of the avalanche zones, staff initially recommended that the estate house building parcel be moved further north. After a site visit on August 25, 2008 prior to the Public Hearing the Commissioners recommended the exact location of the proposed southern estate remain as proposed while incorporating additional setbacks to reflect the location of existing, mature

cottonwoods as stated in Proposed Condition # 12 of these Findings of Fact. The Commission has also recommended designating the Block Tourist District (T), similar to Block 3 (See WSRR PUD Sheet E.1.2). This zone was recommended to allow short-term occupancy for the home as outlined in the Development Agreement.

CONCLUSION:

The City Council found that the applicant's proposed location of the southern estate lot is acceptable considering proper standards are in place to mitigate avalanche hazard and protect the environmental features and wildlife habitat in this area.

16.08.070E. MAXIMUM ALLOWABLE DENSITIES

FINDING AND CONCLUSION:

The subject property is currently located within both unincorporated Blaine County and the City of Ketchum. The map produced by Blaine County titled "Warm Spring[s] Ranch Potential," Attachment 10 of the Report, indicates the possible build out of the unincorporated Blaine County lands if one does not consider the Area of City Impact Agreement (hereinafter "ACI Agreement") of zoning these lands to General Residential-Low Density (GR-L). The Commission considered this theoretical analysis during the PUD and Annexation process, as well as additional analysis on other build-out scenarios possible under the GR-L zoning identified in the ACI agreement.

The table below outlines the base density potential on the subject property compared with the current proposal. Please refer to the Applicant's submittal Exhibits 1.8, submitted April 29, 2008, and the map under Attachment 10 (WSRR PUD Staff Report dated May 27, 2008) indicating the base density calculations for the site. These density calculations are also incorporated into the PUD Findings of Fact adopted April 7, 2009.

Density Calculation (F.A.R.) As Proposed – Block 1

Total Square Footage of Block 1 (13.71 acres)	597,628 sq.ft.
Area between MHW marks & within roadways	<u>162,949 sq.ft.</u>
Net applicable area (F.A.R. definition)	434,679 sq.ft.
 Gross Floor Area (Core Hotel Bldg & Town Homes)	 620,146 sq.ft.
 Floor Area Ratio (F.A.R.) Block 1	 1.43

The following Table 11 outlines the base density potential on the subject property compared with the current proposal.

Table 11: Permitted Densities as compared with Proposed Scheme 11

Possible Scenarios	Warm Springs Ranch unincorp 64-67.73 acres	WS Ranch unincorp ACI/GR-L (base density)	WS Ranch T zone (range from FAR of 0.5 to 1.6)	WS Ranch total with golf course	WS Ranch total without golf course	Current WSRR proposal
Approx. Base density allowed	County zoning: 92 units	GR-L: 204 units	T: (.5 FAR) 146,434 to (1.6 FAR) 468,587	T: (.5 FAR) 146,434 to (1.6 FAR) 468,587 GR-L: 69-93 units (depending on design)	T: (.5 FAR) 146,434 to (1.6 FAR) 468,587 GR-L: 137-157 units	620,146 square feet (1.43 FAR includes 2.05 acres of GR-L)

As demonstrated in the Applicant's Exhibit 1.8, dated April 29, 2008, all schemes are at densities lower than those allowed within the zoning district. It is also noted that the Applicant's Scheme 9 proposal results in less square footage than presently allowed in the Tourist District (T). Both the Commission and Staff concur with this conclusion as reflected in Table 1, and the Commission found that the proposed development for Block 1 of 434,679 square feet results in less density than the permitted maximum in the Zone District(s). The Applicant also indicates that the number of townhouses proposed for the GR-L District is significantly less than the maximum permitted.

The Commission found that the proposed density in the zoning districts does not surpass the density allowed within the zoning districts. Therefore, a waiver for additional density beyond the maximum allowed is not required.

The Commission noted that Floor Area Ratio is merely a statistical calculation expressing a ratio between developed square footage and parcel size and a useful guide for comparing building mass of like-sized property. However, factors such as distribution of floor area, lot size and buildable area tend to skew the ratio resulting in numbers that may not generate useful analytical comparisons.

Standard 7.a and Attachment 8 of the May 27, 2008 PUD Staff Report analyzed the distribution of the proposed Scheme 9 floor area. The Commission referenced these standards and analysis in unanimously concluding that the aggregate density of proposed units is no greater than that allowed in the zoning districts in which the development is proposed. Therefore, the WSRR request for approval of a Large Block Plat in conjunction with its Planned Unit Development and Annexation applications complies with governing standards within City of Ketchum Municipal Code § 16.08.070 E.

The Council found that the proposed density as reviewed in Schemes 9 and 10 and the December 2, 2008 applicant submittal (Scheme 11 version 1) does not surpass the density allowed within the zoning districts, and the Applicant is not required to request a waiver for additional density beyond the maximum allowed.

The Council concurred with the Commission's recommendation that Floor Area Ratio is merely a number that indicates a ratio between developed square footage and parcel size. How floor area is distributed, lot size and buildable area may result in very different calculations that may not generate useful analytical comparisons. Standard 7.a and Attachment 8 analyze the distribution of the floor area as proposed by the Applicant. The Council referenced these other standards and analysis in determining that this standard has been met.

The Council concurs with the Commission's recommendation of January 12, 2009 to approve an increase of 59,531 square feet, or 10.6% of the square footage in Block 1 from the originally adopted July 31, 2008 Findings of Fact resulting in a total of 620,146.

16.08.070E. TYPES AND USES OF STRUCTURES

FINDINGS AND CONCLUSION:

Plat notes on Block 1 (core hotel), Blocks 3 and 8 (estate lots), and Blocks 4, 5 and 6 (villas) have been added indicating the number of structures, maximum gross square footage and units permitted, as well as the specific nature of use: commercial, residential or recreational. Block 2 is designated as Golf Course and Open Space and Block 7 is designated as Open Space with no planned development.

16.08.070E. LOCATION OF BUILDING ENVELOPES

FINDING AND CONCLUSION:

Building Envelopes have been shown for the Estate Lots in Blocks 3 and 8, the Villas in Blocks 4, 5 and 6, and for Block 1 where the core hotel is proposed. The height and bulk limitations of the core hotel and other buildings in Block 1 shall be in accordance with the Tourist District (T) zone, except those items waived by the Commission and approved by the Council as part of the PUD. The Tent Diagram, Drawing A.6, Development Height Standards, illustrates areas where buildings may exceed height and bulk limitation, subject to the limitations under the proposed Condition of Approval #5 in the PUD. The building location for the Workforce Housing has been designated southwest of the core hotel building but envelopes for the proposed townhomes on the northwest portion of Block 1 should be added.

Blocks 2, 4, 5, 6 and 7 include sloped, timbered areas that are designated Avalanche Zone District Overlay. The purpose of the Avalanche Zoning District is to protect the public while allowing for property rights for existing properties. The ordinance is intended to protect not only property owners, but also the general public, renters, visitors, service workers, and emergency responders from avalanche hazards while allowing informed owners who have existing property in an avalanche zone to acknowledge that they have been fairly warned of the hazards and to make their own decision regarding engineering for the hazard.

None of the proposed structures are located within an avalanche zone. However, road access to the villas in Blocks 4, 5, 6 and estate lot in Block 8 is in some areas located both in "red" and "blue" avalanche zones, and in some instances the obvious avalanche chutes are hidden by trees and not clearly visible. If at some point in the future there were changes in the avalanche zone boundaries (due to alteration of hillside vegetation), then the risk potential could increase within these Blocks.

The City has not considered this potential in past applications, however in light of the vegetation alteration resulting from the Castle Rock fire the Fire Chief has requested some additional analysis as outlined in a memo dated March 31, 2008. This request for additional analysis has also been posed in historical reports by avalanche expert Bruce Smith. The Applicant has begun investigating possible ways to mitigate the avalanche danger if, at a later date, the avalanche zones change.

The Applicant submitted additional avalanche discussion to address avalanche mitigation and the Fire Chief found that this submittal was adequate and stated so in a memo dated October 6, 2008.

Although all of the building envelopes are sited outside of the identified avalanche zones, the Commission considered the actual emergencies of homes struck, searches conducted on streets and neighborhoods evacuated due to avalanches that occurred in 2008. In addition to the property owners traveling on those avalanche-prone roads, others may not be given the ability to decide whether to use such avalanche-prone roads, including service workers, snow removal employees, emergency responders, and guests.

The Commission considered the potential avalanche risk issue in detail, and determined that installing a gate or other effective mechanism regulating access to roads located within an Avalanche Overlay District during periods of avalanche risk would be an appropriate solution. Gate closure should be regulated by the City of Ketchum in consultation with the Sawtooth National Forest Avalanche Center. Access to these areas shall be restricted when the gate(s) is closed.

The Commission further recommended that at a minimum the Applicant abide by the General Notice Requirements and correspondingly amend plat maps to note the potential of increased avalanche risk.

Any lot that is located within an avalanche zone, regardless of the building location will need to meet the General Notice Requirements notice requirements called out in items E., F., G., H., and I. of 17.92.010 in the Ketchum City Zoning Code.

The Council questioned the appropriateness of a gate, or whether other appropriate means to mitigate avalanche risk should be considered. Council concluded that the details of appropriate avalanche mitigation, including signage and standard protocols, will be addressed in the Development Agreement or by a separate agreement with the Applicant, which agreement will be processed on the same timeline and in the same manner as the Phasing Plan required by the Development Agreement.

16.08.070E. LOCATION AND DEDICATION OF STREETS, ALLEYS, EASEMENTS PARKS AND OTHER PUBLIC LANDS

FINDING AND CONCLUSION:

These areas have been identified on the Plat. Further clarification on desirable areas is noted in the Staff Report dated August 25, 2008 as a part of Section H -- Street Improvement Requirements, Section J -- Required Easements, and as stated in the Proposed Conditions of Approval.

16.04.040F. LOT AND BLOCK REQUIREMENTS.

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,

FINDING:

The Staff Report dated August 25, 2008 reviewed the zoning designations that currently exist within the project proposal.

Staff recommended that each Large Block be assigned a zoning district, and the uses within each District and corresponding Large Block are further limited in the Development Agreement. The following table gives examples of the ways in which the uses will be limited: the Development Agreement language will be very specific to limit uses only as anticipated in this approval process.

Table 1: WSRR Annexation Areas: Recommended Zoning and Uses

	Zoning District	Limit Uses to the Following
Block 1 (Urbanized areas north of Warm Springs Creek-includes lands already within city limits)	T	Uses/buildings as identified in the Development Agreement
Block 2 (Golf Course and Open Space-to be annexed)	RU	Golf Course; Open Space, and related open space uses/buildings as identified in the Development Agreement
Block 3* (Westerly Estate Lot- to be annexed)	T	One family dwelling; as identified in the Development Agreement
Block 4 (7 residential villas- to be annexed)	T	One family dwelling; duplex; hotel; tourist housing accommodations
Block 5 (6 residential villas- to be annexed)	T	One family dwelling; duplex; hotel; tourist housing accommodations
Block 6 (12 residential villas and Hotel Events House- to be annexed)	T	One family dwelling; duplex; hotel
Block 7 (Open Space- to be annexed)	RU	Golf Course; Open Space, and related open space uses/buildings as identified in the Development Agreement
Block 8* (Southern Estate Lot - to be annexed)	T	One family dwelling; as identified in the Development Agreement

*Areas within 50 feet of the mean high water mark to be managed consistently with other riparian areas, as outlined in the Development Agreement.

CONCLUSION:

The Commission found that each large block should be assigned a zone district, and made minor modifications to Table 1 as shown herein. The Commission discussed and found that areas with a slope of greater than 25% should be included in the Mountain Overlay District, excepting bench areas between the villas and the golf course.

The Council concurred with the Commission's finding that each large block have a specific zone district as set forth in the foregoing table. "Bench Areas" shall refer to the level areas of the existing golf course on the western portion of the PUD Property. These level areas are elevated by short, steep steps that contain isolated pockets where the slope is 25% or more and will be indicated on the map attached to the Development Agreement. The Bench Areas are not situated in and shall not be subject to the requirements of the Mountain Overlay District.

2. **Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contain land with a slope in excess of twenty-five (25) percent based upon natural contours, or create corner lots at the intersection of two 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, water courses and topographical features,**

FINDING:

Building envelopes are identified on the Large Block Plat.

I. Block 1 (North site). The building envelope established for the hotel and townhomes shows a 25-foot setback along the creek and exclusion of the floodplain. The Flood Plain Ordinance encourages setbacks in excess of 25'. The Council found that a proposal of this scale, with a stated goal of restoring Warm Springs Creek, has provided sufficient building setback to decrease the impacts on the creek, particularly during construction. Further discussion of construction mitigation shall be undertaken during Design Review. Proposed development will also still need to meet the general front, side and rear yard setbacks as established by the zoning ordinance.

II. Blocks 3, 4, 5, and 6 (West site). The proposed villas and estate lot have building envelopes that are located outside of the floodplain, with a minimum setback of fifty feet (50'). All building envelopes are located outside of the avalanche zones. There are areas within Blocks 4, 5 and 6 that contain slopes of 25% or greater. This includes the west end of the road where several villas are proposed on the bench. The resulting elevation is approximately ten feet(10') higher in elevation than Warm Springs Road. There is no Mountain Overlay district recommended for this area, as it does not meet City criteria for Mountain Overlay. The plans identify building envelopes that are outside of the floodplain. The proposed building envelopes require road or driveway access through avalanche zones.

III. Block 8 (South site). The south portion of the lot proposes a building envelope with a 50' riparian zone setback (from the MHW). Currently, the floodplain spans almost the entire south

site. The Applicant proposes to build up the road access and building envelope to remove it from the floodplain. It has not been identified how this build-up might affect other properties upstream. The building envelope is proposed outside of avalanche zones and on the flat portion of the site. The building envelope would result in a minimal loss of a portion of the existing riparian forest. This building envelope location also is located in an area currently used by big game and songbirds.

CONCLUSION:

In those instances where lots are adjacent to the floodplain and in areas of slopes 25% or greater, building envelopes are effectively shown for the lot(s) so affected on the preliminary plat. The building envelopes are located in a manner that promotes harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. The building envelopes are also positioned 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, water courses and topographical features. The southern estate lot, located in Block 8, has been discussed and evaluated by the Commission, including a site visit. The Commission has recommended that the northern portion of the building in the southern estate lot building envelope be adjusted to further protect the Creek and location of existing, mature cottonwoods as stated in proposed condition # 5.

The Council concurs with the Commission and hereby adopts its findings, including that the northern portion of the building in the southern estate lot envelope be adjusted as stated in proposed condition #5.

3. **Corner lots shall have a property line curve or corner of a minimum radius of twenty-five (25) feet unless a longer radius is required to serve an existing or future use,**

FINDING:

As proposed, corner lots have the necessary property line curve or corner radius. This will be verified by the City Engineer once detailed roadway designs and/or future subdivisions are submitted.

CONCLUSION: Corner lots appear to meet the twenty-five feet (25') required property line curve or corner.

16.04.040G. BLOCK REQUIREMENTS.

The length, width, and shape of blocks within proposed subdivisions shall conform to the following requirements:

1. **No block shall be longer than one thousand two hundred (1,200) feet, nor less than four hundred (400) feet between the street intersections, and shall have sufficient depth to provide for two tiers of lots,**

FINDING:

The Large Blocks proposed in this PUD are more akin to "phasing blocks" than to a typical City block.

CONCLUSION:

This standard regarding Block length does not apply given the topography and natural constraints of the property and the purpose for which the blocks will be used.

- 2. Blocks shall be laid out in such a manner as to comply with the lot requirements,**

FINDING:

The Blocks are designed practically based on the proposed uses within the project.

CONCLUSION:

The Commission found that the Blocks will allow suitable lots and sublots to be created pursuant to the PUD. The Council concurred with the Commission and adopted its finding and conclusion relative to this standard.

- 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, water courses and topographical features,**

FINDING:

The interior roadway design based on the Roads and Grading plans currently meets all City standards. Topography and intersection constraints on Warm Springs Road both greatly impact the layout of blocks and roads. The location of the road that accesses Blocks 3-6 (west portion) causes some cut within the conifer forest and hillside. A detailed grading plan will be necessary to analyze this cut. The proposed Block 8 (south portion) will cause minimal disturbance to the riparian cottonwood forest and to wildlife and will necessitate the construction of a new bridge.

CONCLUSION:

This standard has been fulfilled. Further detail regarding cuts and fills for roads will be analyzed once detailed roadway designs and/or future subdivisions are submitted. Cuts related to the golf cart path into the adjacent conifer forest will be addressed during Design Review.

- 4. Corner lots shall contain a building envelope outside of a seventy-five (75) foot radius from the intersection of the streets.**

FINDING:

This standard should be verified where interior streets abut public streets. The location of the road that accesses Blocks 3-6 (west portion) causes some cut within the conifer forest and hillside. A detailed grading plan will be necessary to analyze this cut. The proposed Block 8 (south portion) will cause disturbance to the riparian cottonwood forest and to wildlife and will necessitate the construction of a new bridge.

CONCLUSION:

This standard regarding corner lots does not apply given layout of the proposed building envelopes.

16.04.040H. STREET IMPROVEMENT REQUIREMENTS

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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,**

FINDING:

Portions of the proposed accesses to Blocks 2, 3, 4, 5, 6 and 8 on the west and south portions of the property are proposed within the avalanche zone. This location causes a greater safety issue for the public based on the avalanche slide paths. Staff recommended that this be evaluated by the Commission after a site visit to Block 8. Road locations will also require cuts and fill and the removal of existing mature trees. Additionally, street lighting should be evaluated for dark sky friendliness. Lighting should be designed for safety and should not be over-designed, which could decrease the safety and cause light pollution.

CONCLUSION:

Private Road #2 servicing the westerly estate lot and Private Road #3 servicing the southern estate lot shall be allowed to exist within the blue and red avalanche zones, provided that warning signs and other protocol are developed to mitigate risk. Language will be developed regarding emergency response protocol, but the roads will be left as proposed on the site plan as submitted. The safety of Townhouse Lane during construction of this project would be examined as part of the Construction Mitigation Plan.

Streets and roadway design were discussed in detail at the June 12, 13, 19, 2008 and July 1, 2008 Commission Meetings. Further detail is available in the PUD Staff Report dated May 27, 2008 and the PUD Findings of Fact, Standard #6 dated July 31, 2008, and revised and newly adopted on January 12, 2009. More details shall be provided during Design Review to better evaluate this standard.

The Council found that this standard was fulfilled.

2. **All streets shall be constructed to meet or exceed the criteria and standards set forth in Ketchum Ordinance 276, codified in Chapter 12.04, and all other applicable ordinances, resolutions, or regulations of the city of Ketchum or any other governmental entity having jurisdiction there over, now existing or hereafter adopted, amended or codified,**

FINDING:

The City Engineer reported that the proposed roadway widths, parking restrictions and storm water drainage handling appear adequate and appropriate for the intended use and blend of the surrounding buildings and features. Four significant recommendations were posed during the Public Hearings before the Commission on June 11, 13, 19, 2008 and July 1, 2008 and again before the Council on February 12, 2009; they are as follows:

- Vacating the Bald Mountain Road intersection.

- Designating "Private Road #1" as a public road for access to properties west of WSRR, in lieu of the Bald Mountain Road/Warm Springs Road intersection. This road should include curb and gutter.
- "Private Road #3 and "Townhouse Lane" should be constructed with curb and gutter.
- A pathway/sidewalk for pedestrian circulation, interconnectivity and pedestrian safety shall be incorporated throughout the project to at least the bridge crossing of Warm Springs Creek; such pathway may not be immediately adjacent to the road.

The City Engineer recommended that the development portion of Bald Mountain Road be vacated along with the Warm Springs Road intersection. Public access between Warm Springs Road and Bald Mountain Road will be through the new development along "Private Road #1." As such, "Private Road #1," as denoted on the Applicant's Sheet E.1.3, was recommended to be a public road dedicated to the City, with curb and gutter, and an appropriate pavement width. The condition of no on-street parking also helps alleviate potential hazards. Addition of sidewalks along "Private Road #1," Townhouse Lane, and "Private Road #3" to the bridge were recommended to provide more pedestrian safety and convenience. The Applicant has stated it will route pedestrian traffic through the property and not on sidewalks adjacent to internal roads. Further analysis of this issue will be conducted during the Design Review process.

As stated under Street Standards Chapter 12.04, both Public and Private Roads are required to have a 60-ft. dedicated right of way to allow for snow storage, utilities and road improvements. As a part of the abandonment of Bald Mountain Road, a waiver is requested for Private Road #1. Applicant proposes to dedicate a 40-foot right-of-way to the City: a waiver request of 20 feet from the Street Standards, in conjunction with internal walkways and adequate areas for snow storage, including the golf course. Findings with respect to this waiver request are located in the PUD Findings of Fact adopted by the Commission on July 31, 2008.

CONCLUSION:

The Commission, City Engineer and Staff recommendation to abandon Bald Mountain Road and to develop Private Road #1, along with the roundabout proposed on Warm Springs Road is the preferred alternative from a public safety standpoint. The Commission, Fire Chief, Police Chief, Street Department and City Engineer are united in the recommendation to abandon Bald Mountain Road due to access and line of site issues and general public safety.

All streets with the exception of the aforementioned waiver to Private Road #1 meet or exceed the criteria and standards set forth in Ketchum Ordinance 276, codified in Chapter 12.04, and all other applicable ordinances, resolutions, or regulations of the City of Ketchum.

The Council concurred with the Commission and Staff recommendation to abandon the upper portion of Bald Mountain Road and re-route Bald Mountain Road on to Private Road #1, with the roundabout as the preferred alternative at the Flower and Warm Springs Road intersection. The Council concluded this standard was fulfilled.

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,**

FINDING:

A substantial buffer between this development and existing development, particularly condominiums and townhomes on the east and southeast boundary, to the subject property shall be created. Enhanced natural vegetation should be utilized to establish sufficient and efficient buffers, including visual and sound buffers.

Natural vegetation should be a substantial part of a detailed landscape plan to provide buffers and physical separation of vehicular movement from adjacent development. Additionally, water features such as small-scale fountains and pools with moving water could create sound buffers to separate noise from adjacent property and vehicular movement on-site.

A combination of native vegetation and rock features should be incorporated into the northwestern boundary if the aforementioned portion of Bald Mountain Road is removed. Natural vegetation buffers will create not only visual buffers from daytime activity on subject property but buffer light from the core hotel building and additional areas adjacent to existing residential development.

CONCLUSION:

Through the Design Review process the Applicant shall provide a detailed landscaping plan describing how the project will be buffered from adjacent property and highway right of way, including the type and location of retaining walls between the proposed development and existing condominiums and townhomes to the east and southeast. Accordingly, this standard is satisfied.

- 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods,**

FINDING:

Flowers/Warm Springs Road Intersection: The Applicant initially proposed a four-way intersection, which would include designated left- and right-turn lanes. Although this four-way intersection solution met the standard, a roundabout would provide better traffic flow and further minimize undue congestion.

The Lewis Street/Warm Springs Road Intersection has been and will continue to be evaluated by the City Engineer through the Warm Springs Road Transportation Study and the signal recommended for installation will be deliberated on by the City Council.

WSRR, due to its traffic volume increase, should pay a pro-rata share of the signal cost. The exact dollar amount will be identified in the Development Agreement.

Upgrading the section of Bald Mountain Road located within the property boundary is not recommended. Poor site conditions, narrow road, safety concerns, and the existing difficulty turning right onto Bald Mountain Road when traveling east along Warm Springs Road, are reasons to consider the abandonment of the intersection. Connection of Bald Mountain Road with "Private Road #1" and with the intersection at Flower Drive would provide for a safer and more functional traffic commute. It is also recommended that a roundabout be used as the intersection feature at Flowers Drive.

Based on the above recommendation regarding the interconnectivity of Bald Mountain Road with "Public Road #1", "Public Road #1" would need to be a public road with a minimum of a 26-foot wide paved surface.

Private Road #2 shall be allowed to exist within the blue avalanche zone, but warning signs and emergency response protocol will be necessary. Language will be developed regarding emergency response protocol, but the roads will be left as proposed on the site plan as submitted. The safety of Townhouse Lane during construction of this project would be examined as part of the Construction Mitigation Plan.

With the abandonment of the Bald Mountain Road intersection, residences will need to become accustomed to using the Flowers intersection and the recommended new public road ("Private Road #1"). Although current residences will be required to "drive through" the development, the abandonment of the Bald Mountain Road intersection will largely discourage new residences and guests from driving through the existing residential subdivisions.

The proposed roundabout for the Flowers Drive/Warm Springs intersection is viable; however, some land ownership issues will need to be resolved for additional right-of-way to the north of Warm Springs Road.

A 30' roadway easement was created with the platting of the Warm Springs Townhouse Condominiums. The easement is shown on the plat recorded as instrument number 129007, records of Blaine County, Idaho. One other easement was created and extends from the original easement as shown on the attached document titled Townhouse Lane Easement. This easement is referred to in instrument numbers 165890 and 306216, records of Blaine County. The Applicant intends to relocate portions of the easement as allowed by Idaho Statute. The Applicant stated in the June 12, 2008 meeting that the non-exclusive easement that crosses the Helios property can be relocated both under common law and Idaho statutes.

CONCLUSION:

The proposed street design, including Private Roads #1, #2 and #3 are required. The abandonment of the upper portion of Bald Mountain Road as well as proposed roundabout at the Flowers/Warm Springs Road intersection, are preferred methods to provide sufficient access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods. More detailed findings on these roadways are outlined in the Commission's PUD Findings of Fact adopted July 31, 2008 and in the Council's PUD Findings of Fact adopted April 7, 2009.

- 5. Street grades shall not be less than three-tenths percent and not more than seven percent so as to provide a safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing,**

FINDING:

The Roads and Grading Plan (Sheets E.2.1- E.2.4) submitted May 9, 2008 states the following:

- Private Road #1 would have grades ranging between 2 – 7% with the exception of the western terminus at existing Bald Mountain Road where the grade is currently 7.5%.

- Private Road #2 will have grades ranging between 0.5 – 5.5%.
- Private Road #3 including the portion servicing the core hotel, residents at the existing Warm Springs Townhouse Condos, and the southern estate late will have grades between 0.5 – 7%.

CONCLUSION:

Street grades per the Roads and Grading Plan are adequate to provide safe movement of traffic and emergency vehicles in all weather and provide for adequate drainage and snow plowing. This standard is further met with the abandonment of the upper portion of Bald Mountain Road.

6. **Dead-end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead-end street serves more than two lots, a temporary turn-around easement shall be provided which easement shall revert to the adjacent lots when the street is extended,**

FINDING:

The southern portion of the property, consisting of Block 2, and the proposed Estate Lot will be serviced by Private Road #3. Since the southeastern terminus of this road is in an area surrounded by the confluence of the Big Wood River to the south and east and a natural area to the south and west, the City, as a matter of public policy, does not see continuing or connecting the road as a viable option.

The western portion of the property, consisting of Blocks 3 and 4, the proposed Villas and western Estate Lot, will be serviced by Private Road #2. Private Road #2 terminates just south of the proposed driveway servicing the Estate lot and west of the Cimino Ranch property. Since this area is bounded by a natural area (conifer forest) to the South and the Cimino Ranch property to West, connectivity to the existing development would be problematic and not realistic.

CONCLUSION:

Only Private Roads #2 and #3 are effectively dead end streets and there are not viable options to extend or provide connectivity to existing development, due to physical constraints and natural features surrounding the subject property. Therefore this standard is satisfied.

7. **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 (400) feet from entrance to center of turn-around, and all cul de sacs shall have a minimum turn-around radius of sixty (60) feet at the property line and not less than forty-five (45) feet at the curb line,**

FINDING AND CONCLUSION:

This standard is not applicable.

8. **Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy (70) degrees,**

FINDING AND CONCLUSION:

This will be analyzed by the City Engineer when the final roadway design and/or future subdivisions are complete.

9. **Where any street deflects an angle of ten (10) degrees or more, a connecting curve shall be required having a minimum center line radius of three hundred (300) feet for arterial and collector streets, and one hundred twenty-five (125) feet for minor streets,**

FINDING AND CONCLUSION:

This will be analyzed by the City Engineer when the final roadway design and/or future subdivisions are complete.

10. **Streets with center line off-sets of less than one hundred twenty-five (125) feet shall be prohibited,**

FINDING AND CONCLUSION:

This will be analyzed by the City Engineer when the final roadway design and/or future subdivisions are complete.

11. **A tangent of at least one hundred (100) feet long shall be introduced between reverse curves on arterial and collector streets,**

FINDING AND CONCLUSION:

This will be analyzed by the City Engineer when the final roadway design and/or future subdivisions are complete.

12. **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 confusing 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,**

FINDING AND CONCLUSION:

Interior street names have not yet been discussed.

13. **Street alignment design shall follow natural terrain contours to result in safe streets, useable lots, and minimum cuts and fills,**

FINDING:

The proposed Private Road #2 that traverses Blocks 4, 5 and 6 (Residential Use and proposed Villas) and portions of Block 2 (Golf Course and Open Space) within the west parcel will require cuts and fill within hillside areas. More detailed information, including markers on the site, should be provided to better evaluate this standard.

CONCLUSION:

The topographic change through the property greatly affects street layout options. Early analysis by Staff and the Commission during review of the Warm Springs Ranch PUD and Annexation applications demonstrated that the proposed street layout minimized the need for extensive cuts and fills over other alignment options.

- 14. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets,**

FINDING:

Traffic within the project with the exception of Private Road #1 will be destination traffic, not through traffic.

CONCLUSION:

Due to the abandonment of the upper portion of Bald Mountain Road traffic from lower Bald Mountain Road and Irene Street may access the proposed Flower/Warm Springs Road intersection through Private Road #1. The City Engineer has evaluated this traffic pattern and has determined the proposed Private Road #1 will provide for anticipated volume generated from the existing residences on lower Bald Mountain Road and Irene Street along with traffic anticipated from the proposed PUD.

- 15. 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,**

FINDING:

See comments under Standard H.3. As a part of the detailed Landscape Plan a Buffer Planting Plan should be incorporated and discussed specifically along Warm Springs Road and the existing Townhouse Lane.

CONCLUSION:

A detailed Landscape Plan and a Buffer Planting Plan shall be submitted as a part of Design Review and further deliberated upon at that time.

- 16. In general, the center line of street shall coincide with the center line of the street right-of-way and all crosswalk markings shall be installed by the subdivider as a required improvement,**

FINDING AND CONCLUSION:

This will be analyzed by the City Engineer when the final roadway design and/or future subdivisions are complete.

- 17. Street lighting may be required by the commission or council where appropriate, and shall be installed by the subdivider as a required improvement,**

FINDING:

All lighting shall comply with the Ketchum Dark Sky Standards, Chapter 17, of the Ketchum City Code. The use of Ketchum Streetscape Lighting Standards will be discussed as part of a detailed

lighting plan. Minimum lighting mitigation measures shall include: recessed, shielded and downward facing light fixtures. In addition, lighting in riparian areas, wetlands, wildlife corridors, and remote areas shall be eliminated or minimized.

CONCLUSION:

Specific lighting and mitigation plans and measures as they apply to the Ketchum Dark Sky Standards will be addressed during the Design Review process.

- 18. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H.2 of this section,**

FINDING:

Three private roads are planned: 1, 2 and 3. Private Road #1, as denoted on the Applicant's Sheet E.1.3, is recommended to be a public road dedicated to the City, with curb and gutter, and an appropriate pavement width.

Portions of Private Road #2 and #3 are located within avalanche hazard zones and access to these roads may be closed at Applicant's sole discretion during periods of high avalanche danger.

CONCLUSION:

Public access between Warm Springs Road and Bald Mountain Road will be through the new development along Private Road #1. All private roads will be maintained by the Homeowners Association. A waiver request to the standard right of way of 60' reduced to 40' was granted through the PUD process.

The Council questioned the appropriateness of a gate, or whether other appropriate means to mitigate avalanche risk should be considered. Council concluded that the details of appropriate avalanche mitigation, including signage and standard protocols, will be addressed in the Development Agreement or by a separate agreement with the Applicant, which agreement will be processed on the same timeline and in the same manner as the Phasing Plan required by the Development Agreement.

Due to the abandonment of the upper portion of Bald Mountain Road traffic from lower Bald Mountain Road and Irene Street may access the proposed Flower/Warm Springs Road intersection through Private Road #1. The City Engineer has evaluated this traffic pattern and has determined the proposed Private Road #1 will provide for anticipated volume generated from the existing residences on lower Bald Mountain Road and Irene Street along with traffic anticipated from the proposed PUD.

- 19. 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,**

FINDING AND CONCLUSION:

To be handled administratively after the project proposal has met all required approvals as a part of Ketchum City Code.

20. **Bridges.** 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, said construction or improvement shall be a required improvement by the subdivider. Said construction or improvement shall be in accordance with adopted standard specifications therefore,

FINDING:

The Applicant also proposes to construct two or three new bridges (one for vehicles and one or two for pedestrians) for access to the south side of the property. The Applicant proposes that the bridges will span the mean high water mark and the floodplain. This is an important component to minimize impacts up and down stream and to, hopefully, eliminate future needs for bank stabilization around the bridge.

These bridges will require Waterways Design Review approval from the City as well as approval from the appropriate state and federal agencies (IDWR, Army Corps and Idaho Department of Environmental Quality). The bridge proposed for vehicular travel will provide access to one home and for maintenance vehicles for a section of the golf course. The construction of the bridge will likely cause short-term impacts to the stream. The vehicular bridge is proposed for access to one lot and the south portion of the golf course.

An old bridge will also be removed as part of the stream restoration and construction of the new bridge. This will be discussed during the Waterways Design Review process.

CONCLUSION:

Construction of the new bridges will be completed by the Applicant and will meet all City standards including riparian standards.

22. **Sidewalks, curbs, and gutters** may be a required improvement installed by the subdivider.

FINDING AND CONCLUSION:

Details on sidewalk location and widths will be further examined as part of the Design Review process.

16.04.040J. REQUIRED EASEMENTS.

Easements, as set forth hereinafter, shall be required for location of the utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.

1. **A public utility easement at least ten (10) feet in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet 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.**

FINDING:

The proposed plat contains numerous easements of various types. These include both existing easements to be maintained or relocated and easements created on the Large Block Plat:

Existing Easements to be Maintained or Relocated

1. A 10' water line easement through proposed Block 3, Inst. No. 185873. Shown on sheet E.1.2 and referred to in plat note #2.
2. A 5' wide private access easement within Sun River Townhomes Sublot 2 from Bald Mt. Road to Warm Springs to benefit Creek, Inst. No. 198660. This is an existing easement and is located along L30 on the Large Block Plat. It has been inadvertently left off the plat submitted. It will be included in the final plat.
3. The 10' water line easement referred to in plat note #9 (Inst. No. 185874) will be relocated within the new road right-of-ways.
4. The 30' wide roadway, driveway and utility easements commonly known as Townhouse Lane (Inst. Nos. 129007, 165890 & 306216) will be relocated as described in plat note #8. The relocated easement is shown as Townhouse Lane on sheet E.1.3.
5. The 40' wide Bald Mt. Road is currently a non-dedicated roadway across the WSRR property. The plat submitted shows the intent to dedicate that 40' to the city if the city chooses to keep Bald Mt. Road in its current location. If Bald Mt. Road is relocated, there would be no roadway encumbering that portion of the property.

Easements Created on Large Block Plat

1. All of the 40' wide private roads will be emergency access and public utility easements as described in plat notes #5, 7 & 10 and shown on sheets E.1.1 - E.1.4.
2. A 10' wide water line easement will be created as described in plat note #3 and shown on sheet E.1.2. This easement serves to connect the existing waterline easement described in Item 1 above (Inst. No. 185873) to the public utility easement in the private road in Block 4.
3. A 30' wide access and public utility easement will be created as described in plat note #4 and shown on sheet E.1.2.
4. A 15' wide sewer line easement will be created as described in plat note #12 and shown on sheet E.1.4.
5. A 10' wide fisherman access and nature study will be created as described in plat note #14 and shown on sheets E.1.1 - E.1.4.
6. A 25' wide scenic and riparian setback will be created as described in plat note #15 and shown on sheets E.1.1 - E.1.4. The final plat will show a 50' riparian setback on all Blocks

that will be annexed as a part of this proposal shall be added as recommended by the Planning and Zoning Commission.

CONCLUSION:

All easements that encumber the property have been maintained, and new easements required to meet City standards are shown on the Large Block Plat. Additional pedestrian access easements will be solidified as to exact location through the Design Review process. These easements will be determined by the final location of pedestrian paths and trail access points. These easements will be shown on the final Large Block Plat.

2. **Where a subdivision contains or borders on a water course, drainage way, channel or stream, an easement shall be required of sufficient width to contain said water course and provide access for private maintenance and/or reconstruction of said water course.**

FINDING:

The Applicant should address what access will be needed for long-term maintenance of the restoration efforts. A plat note and easement should be added if appropriate.

CONCLUSION:

The nature and study easement shall include language addressing long-term maintenance.

3. **All subdivisions which border the Big Wood River, Trail Creek, and Warm Springs Creek shall dedicate a ten (10) foot fisherman and nature study easement along the river bank. 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 river bank which runs through the proposed subdivision.**

FINDING:

As part of the riparian restoration plan, the Applicant proposes a 10' wide fisherman and nature study easement along the banks of Warm Springs Creek. The Applicant is also proposing a trail system that will be accessible to the public. This public amenity easement shall be identified on the plat. The Applicant stated at the site visit held on August 25, 2008, that they would relocate all of the non-riparian blue spruce trees out of the riparian zone that have been recently planted by the previous owner in the southeast portion of the property.

CONCLUSION:

Proper 10' wide fisherman and nature study easements have been provided along Warm Springs Creek as shown on the Large Block Plat.

4. **All subdivisions which border on the Big Wood River, Trail Creek, and Warm Springs Creek shall dedicate a twenty-five (25) foot scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and**

wildlife along the river bank and to protect structures from damage or loss due to river bank erosion.

FINDING:

The Core Hotel Block does not have any portion of the building over the Riparian Setback (RS) line.

CONCLUSION:

No permanent structures are planned for development within the RS line. A twenty-five foot (25') scenic easement upon which no permanent structure will be built has been dedicated on the Large Block Plat.

- 5. No ditch, pipe, or structure for irrigation water or irrigation waste water shall be constructed, re-routed, 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 thereto. A written copy of such approval shall be filed as part of required improvement construction plans.**

FINDING:

Documentation of detailed water rights appurtenant to the Property has been reviewed. No ditches, pipes or similar structures are being constructed or rerouted. As a part of the Development Agreement, the final construction drawings and specifications shall control over the location and design of water system improvements shown on the Large Block Subdivision Plat.

CONCLUSION

Upon completion of water system improvements and acceptance by the City of Ketchum, these improvements, necessary water rights, and the offsite improvements to the water system shall be made part of the Development Agreement, or a separate agreement to be approved by the Council on the same timeline and in the same manner as the Phasing Plan.

- 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.**

FINDING:

The public shall have access to the following trails from the Project's parking facility: the existing Bald Mountain trail system; the existing multi-use path along Warm Springs Road (which provides a link to the Heidelberg Trail connecting to Adams Gulch); and multiple accessible points for fishing that are adjacent to the Warm Springs Stream.

The Applicant shall further provide either a pathway or sidewalk along Townhouse Lane and "Private Road #3" to the bridge crossing to provide a means for the Townhouse residents to access the Project's trail system and safely access the existing multi-use path adjacent to Warm Springs Road. The existing multi-use trail adjacent to the north side of Warm Springs Road shall be realigned to a safe location for crossing the north leg of the proposed roundabout or intersection at Warm Springs Road and Flowers Drive.

CONCLUSION:

Key pedestrian trails are not currently shown on the Large Block Plat and should be shown and referenced. Additional pedestrian access easements and trails shall be identified in the Design Review process and shown graphically on the Large Block Plat.

16.04.040K. SANITARY SEWAGE DISPOSAL IMPROVEMENTS.

Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council, and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety, and welfare.

FINDING:

The project will connect to the City Sewer system. Comments from the Utilities Manager, dated April 18, 2008, are located in Attachment 3 of the PUD Staff Report in addition to Standard 16 of the Findings of Fact for the PUD, adopted July 31, 2008. These comments are summarized below:

- While the proposed Warm Springs Ranch Resort development will impact the City's existing and future ability to provide adequate water and sewer service to all customers, the City has the basic capacity to serve this development as proposed.
- The basic utility plan submitted by Psomas Engineering shows a general view of some relocated existing water and sewer main lines. These plans are not detailed in any way; however, the basic concept is approved. Final approval of all proposed water and sewer lines, and changes to existing lines, will come after detailed drawings have been submitted to IDEQ and the Ketchum Utilities Department for review and comment.

CONCLUSION:

Central sanitary sewer systems are to be installed and will be connected to the Ketchum sewage treatment system. Construction plans and specifications for central sanitary sewer extension shall be discussed during the Design Review process.

16.04.040L. WATER SYSTEM IMPROVEMENTS.

A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other

regulatory agencies having jurisdiction thereover. 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 of Ketchum.

FINDING:

This project will connect to the City water system. Preliminary comments dated November 15, 2007, from the Utilities Department are included in Attachment 3 of the PUD Staff Report and as a part of Standard 16 in the Commission's Findings of Fact adopted on July 31, 2008 and updated on January 12, 2009. Additional comments from the Utilities Manager, dated March 18, 2008, are also included in Attachment 3, and are summarized in the PUD Findings of Fact.

The cost for a new water source, less the expense for additional water rights, is approximately \$905,000. The City has already expended \$40,000 in studies and improvements to the water and sewer systems related to Warm Springs Ranch. While Warm Springs Ranch Resort is not solely responsible for the needed improvements, Staff believed that the Applicant is fiscally responsible for at least a portion. An adequate method for determining Applicant's share will need to be determined, and provided for in the Development Agreement.

CONCLUSION:

Water system improvements will be further dictated by requirements set forth in the Development Agreement.

16.04.040M. 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 said planting strip with the preliminary plat application and the landscaping shall be a required improvement.

FINDING:

Please reference Standard H.3. – Street Improvement Requirements – regarding planting strips and buffering from vehicular movement and incompatible features. A detailed Landscape Plan and a Buffer Planting Plan will further be submitted as a part of Design Review and deliberated upon at that time.

CONCLUSION:

The Commission found that through the Design Review process the Applicant shall provide a detailed Landscaping Plan where the type and location of retaining walls between the proposed development and existing condominiums and townhomes to the east and southeast boundary. In addition, the Landscape Plan shall undertake a peer review by a field expert as the City deems appropriate.

The Council found that a detailed landscaping plan should be provided by the Applicant in the Design Review process.

16.04.040N. 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:

- 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.**

FINDING:

No soils reports have been submitted to date.

CONCLUSION:

A soils report shall be submitted as a part of Design Review.

- 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Said plan shall contain the following information:**
 - a. Proposed contours at a maximum of five (5) foot contour intervals;**
 - b. Cut and fill banks in pad elevations;**
 - c. Drainage patterns;**
 - d. Areas where trees and/or natural vegetation will be preserved;**
 - e. Location of all street and utility improvements including driveways to building envelopes. Any other information which may reasonably be required by the administrator, commission, or council to adequately review the affect of the proposed improvements.**

FINDING:

A preliminary grading plan has been submitted as a part of the May 9, 2008 Updated Application Submittal.

CONCLUSION:

Greater detail on cut and fill banks in pad elevations and natural vegetation preservation is needed. This will be further analyzed by Staff when the final roadway design is complete, as a part of the Design Review process.

- 3. Grading shall be designed to blend with natural land forms 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.**

FINDING:

A preliminary grading plan has been submitted as a part of the May 9, 2008 Updated Application Submittal.

CONCLUSION:

More information regarding natural land forms, terracing, excavation and cut and fill for streets and driveways will need to be provided. This will be further analyzed by Staff when the final roadway design is completed as a part of the Design Review process.

- 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.**

FINDING:

Hillside areas within the project are not developable and are not proposed for development with the exception of a golf cart path. The south portion of the property is a tree-covered hillside at the base of Bald Mountain. The Applicant proposes to keep all development off of this hillside with the exception of a portion of the golf cart path. This golf cart path will require a 10-foot wide path to travel approximately 470 feet through the steep treed hillside in order to access Holes 6-9, proposed in the south portion of the lot. The Applicant has stated that the proposed golf cart path will be constructed using retaining walls and by way of benching the path into the side slope.

CONCLUSION:

Disturbed hillside areas are proposed to be planted with native plants specific to the mountain area. The Commission noted that this proposed golf cart path cannot be approved at this time, and needs further analysis through the Design Review process. The Council concurred with the Commission's deferral of the golf cart path assessment to Design Review.

- 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 said revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.**

FINDING:

The Applicant proposes to conduct stream alteration work that will eliminate some of the existing riprap and allow for a more natural appearance, as well as create riffles and pools supportive of good aquatic habitat. Because this property contains such a large section of Warm Springs Creek, the proposal could have a positive effect on the general ecosystem of the Warm Springs drainage.

Specifics on the number of trees, extent of cut and effect on avalanche danger related to the proposed golf cart path have not been addressed. An alternative to this path would be to route golf carts through the hotel property and over the vehicle bridge proposed on the south end of the property. The small benefit of the proposed golf cart path location may not outweigh the cost to the habitat and hillside.

The south portion of the site contains riparian vegetation including a substantial cottonwood forest at the southernmost half of the parcel. Vegetation and habitat will be disturbed with the proposed

golf course, the driveway access, the golf cart path and the construction of the estate home. Currently, this parcel does not have any permanent (and rarely any temporary) human presence on it.

The estate lot and driveway are proposed within this cottonwood forest. The building envelope is proposed to be mostly within an opening in the forest, but still results in the removal of some trees. The proposed driveway to the estate will cause removal of some of the identified cottonwood riparian forest. The Applicant proposes that "the area surrounding the estate lot will be replanted with native vegetation to enhance the cottonwood riparian forest and reduce the overall effect of the estate lot." With a future property owner, however, this proposal could be difficult to monitor and enforce. Mitigation of tree removal in this area may be addressed in the Development Agreement. The Commission noted that roadway design should respect specimen trees.

The golf course proposed on this portion of the lot will cause a removal of some riparian vegetation, including trees, although it would be designed to still allow for flooding. While the Applicant does a commendable job of minimizing the turf area for the golf course, the golf course will still change the existing vegetation of this site and the aesthetics of the parcel.

Soils and vegetation that are disrupted by development shall be properly revegetated, specifically with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Maintenance and protection of disturbed surfaces shall be further discussed in the Design Review process and made part of the Construction Mitigation Plan. This will be further analyzed by Staff when the final roadway design and/or future subdivisions are complete.

CONCLUSION:

Through a field visit on August 25, 2008, and on-site analysis of natural features, avalanche areas and vegetation, the Commission found that the location of the southern estate lot as proposed by the Applicant is appropriate, with modifications, as stated in Proposed Condition #11, to the building envelope to protect existing, mature cottonwoods.

The Council found that the roadway providing access to the southern estate lot, and its location, are acceptable given guidelines regarding access during high avalanche danger and that the design of the roadway reflect wildlife travel corridors.

- 6. Where cuts, fills, or other excavation are necessary, the following development standards shall apply:**
 - a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.**
 - b. Fills shall be compacted to at least ninety-five (95) percent of maximum density as determined by AASHTO T99 (Am. Assoc. State Highway Officials) and ASTM D698 (Am. Stnd. Testing Methods).**
 - c. Cut slopes shall be no steeper than two horizontal to one vertical. Subsurface drainage shall be provided as necessary for stability.**
 - d. Fill slopes shall be no steeper than three horizontal to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top and existing or planned cut slope.**

- e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet plus one-fifth of the height of the cut or the fill, but may not exceed a horizontal distance of ten (10) feet; tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet plus one-fifth of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.

FINDING:

This will be further analyzed by the City Engineer when the final roadway design and/or future subdivisions are complete.

CONCLUSION:

Greater detail on cuts, fills and excavation shall be provided. A preliminary grading plan has been submitted, however a soils analysis/study has not been provided. This will be further analyzed by Staff and the City Engineer when the final grading and roadway plans are complete, as a part of the Design Review process.

16.04.0400. DRAINAGE IMPROVEMENTS.

The subdivider shall submit with the preliminary plat application, such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways, or improved public easements and shall extend across and under the entire improved width thereof including shoulders.

FINDING:

An updated conceptual drainage plan was submitted on May 9, 2008 with the Updated Application Submittal. More information will be available during the subdivision of each block in order to evaluate this standard.

CONCLUSION:

This will be further analyzed by Staff and the City Engineer and the Utilities Department when the final drainage and plans are complete, as a part of the Design Review Process.

16.04.040P. UTILITIES.

In addition to the terms mentioned hereinabove, all utilities including but not limited to, electricity, natural gas, telephone, and cable serves 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.

FINDING:

Transformers and other utility infrastructure should be discussed in further detail during the Design Review process, as these facilities could be significant in size and scale. Utilities should be designed to be safe in the event of flooding or avalanche.

CONCLUSION:

All utilities will be undergrounded as a required improvement by the Applicant. These utility improvements will be completed prior to street improvements.

16.04.040Q. OFF-SITE IMPROVEMENTS

Where the off-site 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.

FINDING:

Potential offsite improvements that are necessary as a result of the impacts of this project include:

Traffic/Circulation:

- 1) Improvement to Warm Springs Road along the project frontage: roundabout and reconfigured roadway design
- 2) Improvements to Bald Mountain Road
- 3) Proportionate share to the signalization of a traffic signal at Lewis Street and Warm Springs Road
- 4) Proportionate share to the traffic calming improvements needed at Warm springs Road and Highway 75
- 5) Bus pullout along Warm Springs Road
- 6) Water System improvements, Sewer System Improvements, and Undergrounding of existing overhead power lines on Warm Springs Road.

CONCLUSION:

The abandonment of the upper portion of Bald Mountain Road, the development of Private Road #1 and the proposed roundabout at the Flower/Warm Springs Road intersection will be the responsibility of the Applicant. Two transit stops, one on the south side of Warm Springs Road and the other on the north side will be required. Additional off-site improvements along Warm Springs Road at Saddle Road and at Lewis Street are recommended by the City Engineer and will be incorporated and made a part of the Development Agreement. The Commission found that these improvements are needed to mitigate traffic resulting from this PUD application.

The Council concurred with the Commission recommendation that these off-site improvements are necessary for traffic mitigation purposes.

16.04.060 CONDOMINIUMS;

16.04.070 TOWNHOUSES.

FINDING AND CONCLUSION:

Condominium and townhouse plats will be submitted for each building within the project. Some consideration for the separation requirements between the proposed parking structure and individual dwelling units may need to be addressed.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.

2. Under Chapter 65, Title 67, Idaho Code, the City has passed a land use and zoning code, encompassed in Ketchum City Code Title 17.

3. The City Council has the authority to hear the applicant's Conditional Use Permit application pursuant to Idaho Code Section 67-6512 of the Local Land Use Planning Act and Chapter 16.08 of Ketchum Subdivision Code Title 16.

4. The City Council's December 1, 2008 and February 11 and 12, 2009 public hearings and consideration of the applicant's Conditional Use Permit application was properly noticed pursuant to the Local Land Use Planning Act, Idaho Code Section 67-6512.

5. The application does comply with Ketchum Zoning Code Title 17 and Ketchum Subdivision Code Title 16 and the Ketchum Comprehensive Plan only if the following conditions of approval are met.

DECISION

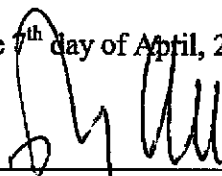
THEREFORE, the Ketchum City Council **approves** this Large Block Plat, subject to the following conditions:

PROPOSED CONDITIONS:

1. The date by when the Applicant must seek final plat approval by the Council of an approved preliminary plat shall be spelled out in the Development Agreement.
2. A plat note shall be added detailing the mechanism and access limits to roads that cross avalanche zones consistent with the conditions of approval of the PUD and/or Development Agreement on this matter.
3. Standard language identifying avalanche risk for those specific Blocks in the Avalanche Zone District shall be added to the plat.
4. Language should be developed for Open Space Large Blocks that clearly designates those blocks as permanent open space dedicated in perpetuity, so noted on the Plat.

5. A plat note shall be added detailing and delineating the location of the jurisdictional wetlands including setbacks from Private Road #3, the golf course, and the proposed southern estate lot.
6. Key public trails shall be indicated graphically on the Large Block Plat, particularly where off-site connections exist.
7. Location(s) for additional snow storage as it relates to Private Road #1 shall be noted on the plat.
8. Details on the acquisition of the BLM parcel, which is necessary to provide access to the southern portion of the proposed golf course and estate lot, should be provided.
9. The Large Block Plat should reference the Workforce Housing and other documents of record: Development Agreement, Agreement regarding public trails with BLM.
10. All utility, public access and roadway easements shall be shown on the Large Block Plat.
11. The Building Envelope adjacent to stakes #315, 316 and 317 shall be relocated to preserve existing cottonwoods.
12. A total of no greater than 1,200 gross square feet shall be permitted for garages and accessory buildings on Block 3 and Block 8.

Findings of Fact **adopted** by motion and executed the 7th day of April, 2009.



Randy Hall, Mayor
City of Ketchum

EXHIBIT G
PUD FINDINGS

BEFORE THE KETCHUM CITY COUNCIL

IN RE:)	Case No: PUD-CUP-08-008
)	
WARM SPRINGS RANCH)	FINDINGS OF FACT, CONCLUSIONS OF LAW
RESORT)	AND DECISION
PUD Conditional Use Permit)	
)	
)	

The PUD conditional use permit was heard by the Ketchum City Council on December 1, 2008, and February 11 and 12, 2009. In the December 1, 2008 hearing, a specific set of issues were remanded to the Planning and Zoning Commission for further consideration due to substantial changes in the application. These issues were:

1. Consideration of the bulk increases resulting from the revised Block 1 square footage increase presented to the Council on December 1, 2008. The Applicant is requesting to remedy an error in the earlier calculations for circulation (increase of 30,000 sq.ft. needed) and is asking for a 5% increase in the total square footage in Block 1 to respond to changing market conditions.
2. Consideration of the programmatic impacts of the square footage increases outlined in #1, above.
3. Re-evaluation of how the revised project meets the City's definition of Hotel, in particular the Community Housing waivers permitted under that definition.
4. Consideration of any increase in the amount of parking requested, and the location.

On December 8, 2008 the Planning and Zoning Commission first considered the remand from the City Council regarding the four (4) specific issues outlined above. All of the issues outlined above were discussed, and public comment was taken. The City provided sufficient due process for interested persons regarding the remand meeting held on December 8, 2008. And while the City was not required to hold an additional public hearing on the remand, to allow the greatest degree of public participation possible, an additional public hearing was held on January 7, 2009.

The Planning and Zoning Commission deliberated on the remand items and made unanimous recommendations on the remand items. The Ketchum City Council considered these recommendations on February 11 and 12, 2009.

The Ketchum City Council having taken written and oral testimony, and having duly considered the matter, makes the following findings of fact, conclusions of law and decision.

NOTE: The Staff Reports for the December 1, 2008 and February 11 and 12, 2009 public hearings were based on the *Findings of Fact, Conclusions of Law and Decision* of the Ketchum Planning and Zoning Commission adopted July 31, 2008, and as a result of the remand, revised on January 12, 2009. Staff comments, Council recommendations, proposed conditions of approval and updated programmatic information has been incorporated into the Findings of Fact. Substantial changes were made to sections herein that pertain to the remand items and the application as a whole, and the Council reaffirms those sections as a part of the Findings.

FINDINGS OF FACT

A. PROJECT SUMMARY.

The Warm Springs Ranch Resort property is proposed on Tax Lot numbers 8074, 8075, 8076, 8077, 8078, 8079, 8080, 8081, and 8082 in Sections 11, 12 and 13 and a portion of HES 292, T4N, R17E (property generally known as the Warm Springs Ranch Restaurant and Golf Course). Prior to August 26, 2008, Tax Lot 8081 was inadvertently omitted from the list of tax lots the Applicant provided to the city for noticing. Effective August 27, 2008 this tax lot was added to the mailing list and applied to all noticing. The location of this tax lot did not omit any resident, business or property owner that would have been noticed otherwise. Additionally, this tax lot was added to the title of the large block plat. Tax Lot 8081 is a 2,211 square foot access strip west of the urbanized area proposed for the core hotel. This tax lot does not have any proposed development and accounts for 0.05 acres of the total acreage. This is a clerical error, in that tax lots 8075 and 8081 have the same parcel number (RPK4N170120790) because of the way it is deeded and rests in the Office of the Blaine County Assessor.

B. APPLICATION SUBMITTAL.

The application submittal for this application was received by the Ketchum Planning Department on February 11, 2008 and certified complete on February 26, 2008. Additional updates to the formal application submittal were received on May 9, November 3, 12, December 1, 2, and 16, 2008, all of which are on file with the Ketchum Community and Economic Development Department. These findings are based on Council deliberations of the remand and all the application updates of May 9, November 3, 12, and December 1, 2 and 16, 2008.

C. NOTICE OF PUBLIC HEARING OF THE COUNCIL.

Property owners within 600 feet of the subject property, as found in the County records, were mailed notice, specifically for the December 8, 2008 remand meeting, on November 11, 2008. Legal notice was published in the *Idaho Mountain Express* on November 12, 2008. Display ads were published in the *Idaho Mountain Express* on November 19, 21, 26, December 3 and 5, 2008. Semi-permanent signs were posted on the subject property on November 19, 2008. Two (2) public service announcements were aired on public radio, KECH 95.3 FM, on November 19, 24 and December 1, 2008.

Property owners within 600 feet of the subject property, as found in the County records, were mailed notice, specifically for the January 7, 2009 remand meeting, on December 19, 2008. Legal notice was published in the *Idaho Mountain Express* on December 17, 2008. Display ads were published in the *Idaho Mountain Express* on December 17 and 24, 2008, and January 2 and 7, 2009. Semi-permanent signs were posted on the subject property on December 30, 2008.

Property owners within 600 feet of the subject property, as found in the County records, were mailed notice, specifically for the February 11 and 12, 2009 public hearings on January 21, 2009. Legal notice was published in the *Idaho Mountain Express* on January 23, 2008. Display ads were published in the *Idaho Mountain Express* on February 6 and 11, 2009. Semi-permanent signs were posted on the subject property on January 28, 2009 and updated with a change in venue on February 4, 2009. The change in venue was appropriately addressed and administrative process followed in accordance with the

State of Idaho open meeting laws. Two (2) public service announcements were aired on public radio, KECH 95.3 FM, on February 6 and 11, 2009. The City additionally sponsored City Council public workshops on August 21, September 23, and October 20 and 21, 2008.

D. COMPANION APPLICATIONS.

A request for annexation and zoning of the subject property was received in connection with this application on February 11, 2008. In addition, a Large Block Subdivision Preliminary Plat application was received in connection with this application on February 11, 2008.

E. PROJECT DESCRIPTION.

1. In January 2007, Helios Development, LLC acquired the properties known as Warm Springs Ranch. Thereafter, Helios and DDRM Companies effectively entered into a joint development agreement with the planning of the resort. Since that time, the Applicant has been engaged in a variety of preliminary meetings, including meetings with neighborhoods and special interest groups, workshops and design charrettes.
2. The proposed site is 78.39 acres (including 1.62 acres of proposed BLM land parcel acquisition). 11.26 acres are within the City of Ketchum; 67.13 acres are within Blaine County (including the 1.62 BLM parcel pending acquisition) and proposed for annexation. The proposed project is presented by the Applicant as a mixed-use, hospitality project with an iconically designed core hotel building operated at industry acknowledged four or five-star standards, including significant open space with both active and passive areas. The current proposal contains a total developed gross floor area (per KMC 17.08.020 Gross Floor Area) square footage of 728,446 and the following components:

The December 2, 2008 submittal letter from the Applicant outlines programmatic and square footage changes requested. These include:

- A request for 30,000 square foot dedicated to interior circulation. The Applicant has stated that a mistake was made in the calculation of needed circulation. The Scheme 9 proposal reviewed by the Commission contained circulation at a ratio of approximately 7.5% of the building total (Core Hotel Building). Industry standards for resort hotels assume 15% of the building total devoted to circulation. In addition, approximately 7,000 square feet of additional circulation is needed to respond to the building breaks called for in the Tent Diagram. Added together, an additional 30,000 square feet of circulation is requested.
- A request for possible additional square footage in Block 1, not to exceed 5% of the total. The Applicant has calculated this total by adding the 30,000 square feet circulation request to the Block 1 total approved by the Commission, as shown in the Flex Space Clarification Chart in the December 2, 2008 letter.
- An increase in the number of parking stalls previously approved by the Commission of 70 stalls, increasing the square footage dedicated to parking from 109,750 square feet to 138,375 square feet, an increase of 28,625 square feet. This additional square footage would be located below existing natural grade, and therefore would not add to the Gross Floor Area for Block 1.

3. An iconically designed core hotel building operated at industry acknowledged four or five-star standards with hot beds/keys; possibly including condominium suites sold yet available for the rental program, fractional units (warm beds) and private residences (cold/warm beds). The guest rooms will be approximately 760 sq. ft., condo suites approximately 1,910 sq. ft., fractional units approximately 2,400 sq. ft., and residences approximately 3,290 sq. ft. Of these units, a range of 120-126 hot beds/keys will be keyed and placed in a short term rental pool, meeting the City's definition of "hotel." In the December 2, 2008 Resubmittal Letter, the Applicant has committed to a proportional increase in hot beds/keys relative to increased square footage, up to the 5% maximum requested. In the proposal reviewed and recommended for initial approval by the Planning and Zoning Commission on July 31, 2008, there were 120 hot beds/keys within the 560,615 square feet of Block 1. A proportional increase would mean that for every 4,672 square feet of increase, one additional hot bed/key would be provided. If the entire 5% increase were utilized, an additional six (6) hot beds/keys would be provided. The Applicant has stated that a minimum of 120 hot beds/keys will be created; a proportional increase based on square footage would yield up to 126 hot beds/keys.

The Commission discussed issues with condo hotels versus traditional hotel rooms; the primary issue being the loss of local option tax ("LOT") tax revenue. Rich Caplan, the city's fiscal consultant, has estimated that if all 120 hot beds/keys were held out of the short term rental pool by condo hotel room owners for 90 days as permitted in the City's hotel definition, LOT tax loss would be a minimal +/- \$35,588 per year (or less than \$50,000), with an assumption of a room rate of \$250 and 65% occupancy.

4. The gross square footage of the core hotel measures approximately 538,151 square feet. The Applicant has clarified that there will be a minimum of 120 hot beds/keys, which will be incorporated into the Development Agreement, totaling approximately 102,856 square feet. The core hotel may be comprised of "Back of House" space (approximately 77,227 square feet); both fractional and residential condominiums (approximately 158,687 square feet); a signature restaurant; public areas (approximately 59,378 square feet); a spa/fitness center (approximately 13,000-20,000 square feet); Conference space (approximately 13,000-20,000 square feet); and other amenities including an indoor outdoor/pool. The December 2, 2008 Resubmittal Letter outlines 30,000 square feet of additional circulation needed to serve the core hotel. A reconstituted Warm Springs Ranch Restaurant is now proposed as a stand-alone building proposed at approximately 6,500 square feet.
5. On-site parking will consist of a maximum number of surface parking stalls and a parking structure with the final mix of parking spaces established during Design Review. The parking structure shall not exceed 109,750 gross square feet above grade and may have any amount of square footage below grade approved during Design Review.
6. Twenty-five (25) residential villas averaging 3,100 square feet (totaling approximately 77,500 square feet without garages) will be constructed adjacent to the golf course on the south side of Warm Springs Creek. An Events House (approximately 3,400 square feet) and lawn area will also be located on the south side of Warm Springs Creek.

7. Up to twenty-four (24) townhomes, also to be sold, averaging approximately 2,200 square feet (totaling approximately 52,800 square feet; without garages) will be located to the north side of Warm Springs Creek adjacent to Warm Springs Road and around the core hotel.
8. Two (2) estate lots with proposed residential structures approximately 5,900 square feet, including garages, each will be sited on the property. One sited across Warm Springs Creek on the southeast edge of the property and the other on the western portion of the property.
9. The December 2, 2008 Updated Submittal states the workforce housing shall be no less than 36,295 square feet (or 35,290 net livable square feet) and shall house no less than 93 workers.

The December 16, 2008 letter from the Applicant outlines a new proposal to address community housing. The Applicant has proposed a revenue stream derived from a voluntary real estate transfer fee. The fee is applied upon the conveyance of property interest within the project. At that time, 0.5% of the sale price for that unit or lot will be paid to a dedicated community housing fund. With an estimated first sale of all of the real estate within the project of \$600 million, the first sales on all of the real estate within the project would generate approximately \$3 million towards that dedicated revenue stream. The Applicant is also requesting the following: 1) the City match this revenue stream from URA tax increment revenue derived from the project; and 2) that no other fees or costs be required of the City that have not already been identified in the entitlement process, such as the loss of LOT tax mentioned earlier in this staff report.

The URA funds derived from this property over a 15 year period are estimated as follows:

Years 1-5: \$3,800,000 revenue
Years 1-10: \$13,007,000
Years 1-15: \$22,800,000

The project build-out is estimated by the Applicant to be approximately 7-12 years. Therefore, the City is being asked to commit approximately ¼ of the URA revenues from this site towards community housing.

Staff supports this proposal, as a dedicated revenue stream of \$6 million would greatly contribute towards a variety of programs underway by ARCH with support from BCHA to assist valley residents in owning a home in Ketchum. This includes mortgage down payment assistance, permanent affordability of existing units in town, and other options to increase the community housing base.

10. Restoration of the Warm Springs Creek and approximately seventy (70) acres dedicated to open space with both active (golf course) and passive uses and public access. Native vegetation for landscaping and use of native landscape for water conservation will be implemented as well as habitat improvement for aquatic species and migratory birds through riparian and restoration efforts. Enhancement elements include widening and lowering the stream's floodplain, sculpting pools and other features to direct flows and sediment more naturally and maintaining and utilizing native vegetation for long-term stream bank stability.

11. An executive nine (9) hole par-three golf course with a pro shop/clubhouse of approximately 1,000 square feet. A golf program has been created with special pricing and scheduling for locals. A financial donation of \$500,000 will be made to the City that may be used either for the replacement of the decommissioned tennis courts at the proposed property, improvement of existing recreation facilities or other recreation needs the City deems appropriate. In addition, public access to the trails including cross country skiing in winter and access to Warm Springs Creek for fly fishing and nature activities will be provided.
12. Surface parking is approximately 35 stalls. Of the structured parking, approximately 35 stalls will be provided for workers. The on-site surface parking will be sited adjacent to a new, revitalized Warm Springs Restaurant. Total on-site parking will consist of a maximum number of surface parking stalls and a parking structure with the final mix of parking spaces established during Design Review. The parking structure shall not exceed 109,750 gross square feet above grade and may have any amount of square footage below grade approved during Design Review.

A revised matrix detailing the project area and unit calculations is further detailed in Attachment C – Summary of estimated Range of Uses and Sizes of Hotel/Residential Product of the November 12, 2008 submittal.

Attachment D of the November 12, 2008 submittal further details potential programmatic square footages and percentages of specific product components and comparisons versus the Commission recommendations in the Findings of Fact adopted July 31, 2008.

December 2, 2008 Submittal – Table 1 Warm Springs Ranch Project Matrix and Square Footage*

Component (Core Hotel Bldg.)	Number of Units	Gross Square Footage**
Guestrooms (Hotel)	0	N/A
Condo Suites (Hotel)	120-126	102,856
Back of House		77,227
Interior Public Areas ¹		59,378
Fractional Ownership	20	51,615
Residences	36	107,072
<u>Parking</u>		
Parking Structure and Mechanical	369 Structured Stalls; 35 surface stalls	109,750
Subterranean Parking	70; a part of the 369 structured stalls above	28,625
Total Maximum Parking		109,750 (above grade Square footage)
Total Maximum Core Hotel Bldg.	182	538,151
<u>Remaining Block 1</u>		
Workforce Housing	44	36,295
Town Homes	12-24	75,953
WS Ranch Restaurant		6,500
Maximum Block 1		620,146
Villas + 1 Events House	26	96,500
Estate Lots	2	11,800
PROJECT TOTAL		728,446

*per City's definition of Gross Square Footage

Items in bold and italics are maximum numbers based on Council deliberations from Commission Recommendations. All other numbers and project components are approximations and preliminary. These numbers may be altered based on the possible 5% increase in square footage flexibility for Block 1 that the Council has approved, subject to Design Review approval.

**Table 1 would change minimally with the December 2nd Resubmittal Updates. It has been modified for these Findings. The Commission found that Table 1 is a preliminary example of how the project may be broken down. These numbers are approximate, and may change during the Design Review process, so long as the maximum for Block 1 is not exceeded, and the proportional number of hotel rooms per City definition remains the same.

¹ Includes Conference/Meeting space, Lobbies & Restaurants
Warm Springs Ranch Resort, PUD Conditional Use Application
Findings of Fact to CC Hearings of December 1, 2008 and February 11 and 12, 2009
04-07-09
Page 7

The following tables provide clarification on reconciliation of the gross square footages with the additional circulation and flex space.

Update to Table 1 Page 7, Remand Staff Report dated January 7, 2009	Gross Square Footage
Maximum Building Area Of Block 1	620,146
Maximum Building Area Outside Of Block 1	108,300
Total Project Maximum Building Area	728,446

Current Maximum Area Of Core Hotel Calculation	Gross Square Footage
Maximum Building Area Of Block 1	620,146
Workforce Housing	36,295
Wsr Restaurant, Townhomes, Garages	45,700
MAXIMUM AREA OF CORE HOTEL (Remainder of Square Footage On Block 1)	538,151

The PUD process allows applicants to request waivers or modifications to certain standard zoning and subdivision requirements as outlined in the Background Section of the May 27, 2008 Staff Report.

Section 1.6 of the February 11, 2008 Applicant Submittal and Section 6.2 of the May 9, 2008 Updated Application Submittal outlines the waivers requested by the Applicant. In addition, on May 12, 2008, a letter from Stan Castleton, CEO of DDRM Companies, was submitted in follow-up to the comments and questions received during the April 24, 2008 Commission workshop on bulk, mass and design background. Additionally, the Applicant submitted the "Tent" concept on June 10, 2008, which requires a similar waiver request to height as Schemes 9 and 10. The following table summarizes the waivers requested by the Applicant.

Table 2: Table of Waiver Requests

Code Section	Requirement	Waiver Requested
Zoning Ordinance Tourist District (T) Sec. 17.52.010.1.2: Building Height	Buildings with roof pitches greater than 5:12 are allowed a building height of 35 ft. measured to the mean roof height and 44 ft. overall building height. All height and bulk limitations shall be in accordance with Tourist District requirements except those items	Scheme 9: 49 ft. (93 ft. tall building) above the lowest exposed elevation of 5820 on WS Creek; roof pitch is greater than 5:12: 93-44=49 ft. waiver request. Scheme 10: 49 ft. (84 ft. tall building) above the lowest exposed

	<p>waived by the Commission as part of the PUD. Tent Diagram, Drawing A.6, Development Height Standards. This drawing illustrates areas where buildings may exceed height and bulk limitations, subject to the limitations of proposed condition #5 as the Council found. The base point of height for Drawing A.6 is defined as an average of 5' above the Mean High Water (MHW) mark of Warm Springs Creek across the length of any individual mass, also referred to as Elevation 5,820. These limitations shall be implemented by the Council in conjunction with the standards of Chapter 17.96, Design Review, during the Design Review process.</p>	<p>elevation of 5820 on WS Creek; roof pitch is less than 5:12: $84 - 35 = 49$ ft. waiver request.</p> <p>Tent Diagram, Drawing A6, Development Height Standards: maximum building heights as shown on the drawing, which do not exceed Schemes 9 and 10 above.</p>
<p>Zoning Ordinance Hotel Definition Sec. 17.08:</p>	<p>Previous definition requires that the total square footage of the hotel can be no more than twenty percent (20%) of the square footage in sleeping rooms. New Definition: hotel rooms, associated common areas, and other hotel uses outlined above comprises seventy-five percent (75%) or more of the entire project's gross square footage. Parking which meets the definition of Gross Floor Area shall not be counted towards the seventy-five percent (75%) calculation.</p>	<p>Applicant is requesting a waiver to the old definition, in place at the time of application, as the total square footage of the core hotel building is greater than 20% of the sleeping rooms.</p> <p>The Applicant is requesting a waiver to the current definition of a hotel.</p>
<p>Street Standards, Chapter 12.04</p>	<p>Both Public and Private Roads are required to have a 60-ft. dedicated right of way to allow for snow storage, utilities and road improvements.</p>	<p>Private Road #1 with abandonment of Bald Mountain Road. Applicant proposes to dedicate a 40 ft. right-of-way to the City: a waiver request of 20 ft. from the Chapter 12.04 standards, in conjunction with internal walkways and adequate areas for snow storage, including the golf course.</p>
<p>17.116.080</p>	<p>All conditional use permits (CUP)</p>	<p>To allow the PUD CUP to be</p>

Conditional Use Permits	shall be issued and construction shall commence within six months from the date that such conditional use permit is granted.	considered valid for a period set forth in the PUD development agreement.
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F. EXISTING SITE CHARACTERISTICS.

The subject property encompasses the decommissioned Warm Springs Ranch restaurant, golf course and tennis courts.

G. DESCRIPTION AND CHARACTER OF SURROUNDING AREA.

The surrounding Warm Springs Base area consists of residential and recreational uses.

H. SITE DESIGN INFORMATION.

1. FLOOR AREA:

TOTAL EXISTING: 5,776 sq. ft (Warm Springs Restaurant)
1,100 sq. ft. (pro shop)
1,200 and 1,248 sq. ft. (two golf storage buildings)
9,324 sq. ft. Total (gross)

TOTAL PROPOSED: 728,446 sq. ft. TOTAL

[FAR for lands on the north side of Warm Springs Creek (Block 1)]

Total square footage of Block 1: 597,628 square feet

Area between MHW and within roadways: 162,949 square feet

Block 1 FAR consideration: 434,679 square feet

Total gross floor area in Block 1: 620,146 square feet

Block 1 F.A.R. = 1.43

F.A.R. allowed by underlying Zoning District (T Zone) = 0.5* **

* Portion of Block 1 is within GR-L Zone and a portion is within the County as RD Zone.

** If inclusionary housing provided, then max F.A.R. allowed in T Zone is 1.6. If hotel is provided, then max floor area and height or minimum open site area requirements may be exceeded.

Comparison of P & Z Recommended PUD and the December 2, 2008 Resubmittal Requests

Area	P & Z Recommended July 31, 2008		December 2, 2008 Resubmittal Request	Square Footage Change	% Change
Core Hotel Building	447,897		538,151	91,259	20.3%
Block 1	560,615		620,146	59,531	10.6%*

PUD Total	668,915		728,466	59,531	8.9%
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*this number is higher than 5% due to the 30,000 square feet of circulation added to Block 1

2. **LOT AREA:** 76.77 acres or 3,334,093 sq. ft. (Helios land area)
1.62 acres or 3,414,605 sq.ft. (BLM land area)
3. **LOT COVERAGE:** 8.86 % (A minimum amount of open site area of 35% is allowed)

Table 3: Total building lot coverage

Area	Square Footage	Acreage	Site Percentage	<u>December 2, 2008 Updated Submittals to CC</u>
(Buildings/Infrastructure)				
Core Hotel Building	138,180	3.17	4.05%	139,000
Workforce Housing	16,670	0.38	0.49%	To be further determined during Design Review
Townhomes	36,310	0.83	1.06%	"
Event House	2,800	0.06	0.08%	"
Villas	72,810	1.670	2.13%	"
Estate Lots	8,700	0.20	0.25%	Same as P & Z Findings of Fact
Total Buildings/Infrastructure	285,515	6.55	8.36%	To be further determined during Design Review
Total Land Area (including B.L.M)	3,414,725	78.391	100%	"

4. **BUILDING HEIGHT:**

SCHEME 9: 93 feet – see sheets A.1.9, Roof Height Diagram of the application and A.2.5, Proposed Project Site Section. The base height of the core hotel begins at 5,820 feet and the highest point of the building is 5,913 feet which is 93 feet above the aforementioned beginning point. The roof height for the 6th floor of the core hotel is proposed to have a mean roof height of 84 feet, and a top ridge height of 93 feet both above the 5,820 foot origin. Waiver to maximum permitted height is requested.

SCHEME 10: 84 feet – see sheets A.1.9, Roof Height Diagram and A.2.5, Proposed Project Site Section. The base height of the hotel begins at 5,820 feet and the highest point of the building is 5,913 feet which is 84 feet above the aforementioned beginning point. The roof height for the 5th floor of the core hotel is proposed to have a top ridge height of 84 feet both above the 5,820 foot origin. Waiver to maximum permitted height is requested.

The Applicant's Design Team introduced a Tent Diagram, Drawing A.6, Development Height Standards, (hereinafter, "Tent Diagram") on June 10, 2008. This development scheme was introduced as Warm Springs Ranch Resort, PUD Conditional Use Application Findings of Fact to CC Hearings of December 1, 2008 and February 11 and 12, 2009
04-07-09
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a progression from Scheme 10 as a way to look at the project on the core hotel site by creating an envelope or "tent" that the final building(s) would be designed within. The Applicant stated that both Scheme 9 and 10 will fit into the tent configuration. This tent created a 93-foot high iconic, recognizable elevated mass, which would read as the primary structure, stepping down to an 80-foot high building area, and then down to 65-foot foot tall building areas on the perimeter. The 93-foot high central mass is limited to a maximum of 15% of the gross building footprint. The 80 feet tall areas surrounding this central mass are limited to 25% of the gross building footprint.

The Tent Diagram, Drawing A.6, was a proactive design solution to facilitate discussion on bulk and mass. Public comment on this item was taken at the continuation of the Public Hearings on June 19, 2008. In response to Drawing A.6, Staff developed specific language to refine the bulk and mass planes. The language developed by Staff, and the Tent Diagram, Drawing A.6, was deliberated on by the Commission on July 1, 2008, and is incorporated herein and as recommended Condition #5. Further analysis of the impacts to building mass at the higher height elevations can be found under Standard 7 of the Staff Report.

Scheme 11 Version 1.1 plan configuration submitted November 3, 2008 (displayed on October 20 and 21, 2008) has no habitable floor area extended above the tent. Portions of chimneys are proposed to extend above the tent enclosure; however these are consistent with the regulating tent language as recommended in the Commission's PUD Findings of Fact adopted July 31, 2008. The Updated Submittals of November 3, 12 and December 2, 2008 all fit within the Tent Diagram, and do not propose any height changes. Building mass at the highest portions of the site in the Tent Diagram could potentially have minor increases if building footprint increases as a result of increased square footage.

The Applicant is requesting an allowance of additional building height within the Tourist (T) District as allowed by Conditional Use §17.52.010 B.3. In the table below, the Applicant has requested the allowable building heights based on setbacks from Warm Springs Road ROW.

Table 4: Scheme 11 request of allowable building heights and setbacks

Set back from Warm Springs Road R.O.W	Maximum Ridge Elevation	Roof Height at an average of 5' above the mean high water mark of Warm Springs Creek across the length of any individual mass.*	Roof Height Above Warm Springs Road
30' to 80'	5888'	68'	35'
80'to 120'	5900'	80'	47'
Greater than 120'	5913'	84' (mean) 93' (ridge line)	51' (mean) 60' (ridge line)

*Regarding measuring building height, the elevation of 5,820' was commonly referred to as the 0' line of the project. This number was tied to an easily identifiable physical object (the deck of the existing Warm Springs Restaurant) currently located on the site to facilitate public and Commission discussion on the height of the building on a site that has an exceptional amount of grade change. This datum was noted on the February 11, 2008 Application Submittal drawings:

"Heights taken from the existing deck of the existing Warm Springs Restaurant @ an elevation of 5820' above sea level."

A concern was raised during the public hearing that this datum definition actually allowed for more height given the site slopes with the creek from west to east. To address this issue, the following language was proposed to accompany the Tent Diagram, Drawing A6, and Development Height Standards Map Sheet:

"Base point of height defined as starting from an average of 5' above the high water mark of Warm Springs Creek across the length of any individual mass"

The Commission found that this change has a limited impact on the location of the lowest finish floor line of the project as it is tied to the elevation of the creek throughout the site. The area on the Development Height Standards Map Sheet A.6 in light green (noting a height limitation of 93') would still have a lowest finish floor of 5820' as this is the dominate existing finish grade in the area and is roughly 5' above the high water mark. Traveling west of the 93' core, the areas of the lowest finish floor labeled 65' and 80' would raise roughly 2 to 4 feet. To the southeast the topography drops 2 to 8 feet along the area proposed as the 65' height limitation block, which effectively locates the finished floor at approximately 5816'. The Commission found that this method of establishing building height does not allow more building area or usable height, but merely ties the project to a more accurate datum on a sloped site. The Council concurred with the Commission and found that that the change in determining the base point of height has a limited impact on the location of the lowest finish floor line of the project.

Table 5: Proposed Setbacks

(See Table 13 under Standard #12 for setbacks related to the Tent Diagram)

Area	Proposed setback to nearest adjacent property line (from proposed building envelope to existing residence property line)	Proposed setback to nearest off-site residence (from proposed building envelopes to existing residence building)																					
Villas along Golf Course	192 – 347 feet	230 – 360 feet																					
Primary Hotel Building	<p>The proposed building wall setbacks from Warm Springs Road are as follows:</p> <table border="1"> <thead> <tr> <th></th><th>Closest point</th><th>Easternmost Section</th></tr> </thead> <tbody> <tr> <td>6th floor</td><td>130 feet</td><td>280 feet</td></tr> <tr> <td>5th floor</td><td>110 feet</td><td>270 feet</td></tr> <tr> <td>4th floor</td><td>90 feet</td><td>200 feet</td></tr> <tr> <td>3rd floor</td><td>90 feet</td><td>200 feet</td></tr> <tr> <td>2nd floor</td><td>90 feet</td><td>200 feet</td></tr> <tr> <td>1st floor</td><td>90 feet</td><td>200 feet</td></tr> </tbody> </table>		Closest point	Easternmost Section	6 th floor	130 feet	280 feet	5 th floor	110 feet	270 feet	4 th floor	90 feet	200 feet	3 rd floor	90 feet	200 feet	2 nd floor	90 feet	200 feet	1 st floor	90 feet	200 feet	N/A
	Closest point	Easternmost Section																					
6 th floor	130 feet	280 feet																					
5 th floor	110 feet	270 feet																					
4 th floor	90 feet	200 feet																					
3 rd floor	90 feet	200 feet																					
2 nd floor	90 feet	200 feet																					
1 st floor	90 feet	200 feet																					
Townhouses Bald Mtn. Rd.	41 feet across Warm Springs Rd./Bald Mtn. Lane intersection; 80 feet across Bald Mtn. Rd.; 50 feet from Albertson residence	120 feet across Warm Springs Rd./Bald Mtn. Lane intersection; 105 ft across Bald Mtn. Rd.; 50 ft from Albertson residence																					
Townhouses Creekside	152 feet from existing residences on Townhouse Lane	220 feet from existing residences on Townhouse Lane																					
Employee Housing	129 feet from existing residences on Townhouse Lane	155 feet from existing residences on Townhouse Lane																					
Estate Lots	Western Estate Lot: 108' Eastern Estate Lot: 102'	Western Estate Lot: 170' Eastern Estate Lot: 140'																					

5. REQUIRED SETBACKS:

FRONT (North Side - Warm Springs Road): 30 feet

REAR (South Side): 1 foot for every 3 feet of building height for Villas along golf course (structures proposed to be within T zone)

SIDE (West Side): 1 foot for every 3 feet (T zoned areas along Bald Mountain Road); 15 feet (Villas adjacent to GR-L zone and 1 foot for every 3 feet of building height for structures within GR-L Zone), 35 feet (estate lot in T)
SIDE (East Side): 1 foot for every 3 feet of building height (T- zoned areas) 50 feet (estate lot where riparian area is the western side lot).

6. **CURB CUT:** 7.3% percent (35 percent allowed).

7. **ON-SITE PARKING REQUIREMENTS:**

PARKING SPACES: On-site parking will consist of a maximum number of surface parking stalls and a parking structure with the final mix of parking spaces established during Design Review. The parking structure shall not exceed 109,750 gross square feet above grade and may have any amount of square footage below grade approved during Design Review.

The Commission found that adequate parking will be provided for this PUD based on the analysis in the Staff Report. The areas where additional information is needed are minor, and will not impact the overall PUD. This additional information will be provided and analyzed during the Design Review process. The majority of Commission was concerned that the project would provide too much parking, and therefore made a recommendation of 109,000 square feet of structured parking and 334 stalls. The Council has specifically remanded the issue of additional parking and its layout to the Commission for further consideration. The Commission considered the issue of additional parking at the December 8, 2008 and January 7, 2009 public hearings.

As identified in the Staff Cover Memo (November 17, 2008), Item 4: Increase in the requested amount of parking, a revised parking study was completed and is located in Section 7.5 of the November 2008 Updated Submittal binder and is incorporated herein by reference. Additionally, an update to the parking and traffic study was provided on December 16, 2008 to further clarify the possible increase of 70 parking stalls which would be added below grade (level B-3) per the November 3, 2008 update to application submittal. The 138,375 square feet in the parking structure assumes an industry standard of 375 square feet per stall within the structure as compared to the earlier parking calculations in the May 9, 2008 submittal that used 400 square feet as the baseline.

At the January 7, 2009 remand public hearing the Commission found that the increase in the amount of parking requested of seventy (70) total stalls, and the layout on-site was suitable for the project proposal and met City standards. The increase from 109,750 square feet to 138,375 square feet reflects an increase of 28,625 square feet. This increase would be entirely below grade as stated in the December 2, 2008 Updated Submittal. The Commission found that the additional parking would not have a detrimental effect on the surrounding community or contribute to any increase in bulk or mass of the core hotel building since the additional parking is proposed underground.

The Council concurred with the Commission's recommendation that the additional parking as proposed would not have a detrimental effect on the surrounding community.

I. SPECIAL ON-SITE FEATURES.

Portions of the subject property lie in avalanche and/or floodplain areas and will be subject to both Floodplain and Avalanche Overlay Districts.

J. AGENCY RESPONSES.

The following agencies have responded to Planning and Zoning and their correspondence is included with the staff report.

Blaine County Housing Authority
Blaine County School District
Blaine Soils Conservation District
City Arborist
City Engineer
City Fire Department
City Parks and Recreation Department
City Police Department
City Utilities Department
Idaho Department of Fish and Game
Idaho Department of Lands
Idaho Department of Water Resources
Idaho Department of Transportation
Sawtooth National Forest Avalanche Center
South Central District Health

K. LETTERS AND OTHER WRITTEN CORRESPONDENCE FROM THE PUBLIC.

Written comments, in the form of letters and email correspondence, have been received from the public addressing concerns relating to but not limited to: height and bulk of the hotel core; placement of workforce housing units; traffic and transportation; and recreation amenities.

The City has fielded, recorded and housed public comment for the project proposal since August of 2007. Emails, petitions, and written comments were captured in a spreadsheet by date and stance on the project as best possibly determined by Staff.

Prior to the public hearings on February 11 and 12, 2009, hard copy email and written comment was distributed to the City Council related to both the Planned Unit Development Conditional Use Permit and the Annexation. Email and written public comment on the project was received by the City Council through February 9, 2009.

Public comment was fielded by Staff after the Council remand to the Commission and that comment was provided prior to the December 8, 2008 meeting. Additional comment received after the December 8, 2008 Commission meeting was also fielded by Staff until January 5, 2009 at 5pm. Comment was provided to the Commission prior to the January 7, 2009 meeting.

Hard copy of email and written comment was distributed weekly to the Planning and Zoning Commissioners related to both the Planned Unit Development Conditional Use Permit and the Annexation. Email and written public comment on the project, with the exception of that related to the Tent Diagram, Drawing A.6, was received up until June 19, 2008. Email and written public comment on the Tent Diagram, Drawing A.6, was received up until June 26, 2008.

Hard copy of email and written comment was distributed to the City Council prior to public meetings and hearings related to all applications. The Council has received and reviewed all copies of email and written public comment received by Staff. The Council weighed heavily the concerns conveyed and have found a majority of the public comment to be in favor of the proposed project.

L. KETCHUM CITY CODE 16.08.080(A) (PUD) EVALUATION STANDARDS.

"Yes" (meets standard); "No" (does not meet standard)

I. Minimum lot size of three acres. All land within the development shall be contiguous except for intervening waterways. Parcels that are not contiguous due to intervening streets are discouraged. However, the commission and the council may consider lands that include intervening streets on a case by case basis. The commission may recommend waiver or deferral of the minimum lot size and the council may grant said waiver or deferral only for projects which:

- a. Include a minimum of thirty (30) percent of community or employee housing, as defined in Section 16.08.030;**
- b. Guarantee the use, rental prices, or maximum resale prices thereof based upon a method proposed by the applicant and approved by the Blaine County housing authority and/or the Ketchum city council; and,**
- c. Are on parcels that are no less than one and one-half acres (sixty-five thousand three hundred forty [65,340] square feet). Application for waiver or deferral of this criteria shall include a description of the proposed community or employee housing and the proposed guarantee for the use, rental cost, or resale cost thereof; or,**
- d. For a hotel which meets the definition of hotel in Chapter 17.08, Definitions, and conforms to all other requirements of Chapter 17.64, Community Core District. Modifications or waivers from the provision of Chapter 17.64 may be granted for hotel uses only as outlined in Chapter 17.64.010(H)(c).**

FINDING: The area within the City of Ketchum is 11.26 acres. The remaining 67.13 acres are within Blaine County (including BLM) and proposed for annexation. The subject property currently held is 76.77 acres, with a 1.62 BLM property under acquisition negotiation. If acquired, lot size will total 78.39 acres. The minimum lot size has been met.

CONCLUSION: The minimum lot size of three acres has been met.

2. That the proposed project will not be detrimental to the present and permitted uses of surrounding areas.

FINDING: The Commission reviewed and considered the Warm Springs Ranch Resort Massing Analysis, titled Attachment 8 to the May 27, 2008 Staff Report. The Massing Study describes the general context within which this site is located. The approximately 78-acre site wraps around the base of Bald Mountain. It is a visible mid-ground backdrop for travelers along Warm Springs Road. The topography of the area makes this site, in the opinion of Winter and Company, unique in the City. The grade change from Warm Springs Road to Warm Springs Creek puts the site approximately 30 feet below the grade of the road, creating a situation where much of the development will be below the main travel corridor. Uses in the surrounding area are residential - a mix of single and multifamily.

To the north and northeast of the subject property are a mix of single family and duplex properties along the creek, and a mix of single family, duplex and multifamily properties across Warm Springs Road. To the west is a low density single family residence in a General Residential Low Density (GR-L) Zone. To the south is Bald Mountain. The Bald Mountain complex is owned by the U.S. Forest Service (with some portions in BLM ownership) and leased to Sun Valley Company for the ski area. This area is undeveloped, steeply sloped and timbered. Historically, a commercial operation has operated on the subject property. Prior to closing in recent years, the Warm Springs Restaurant, tennis courts, and golf course operated on this property for several decades. This area has historically been the only commercial hub along Warm Springs Road between the Warm Springs Village to the west and the light industrial area to the east. The proposed project includes preserving the commercial nature of this property.

The proposed project is at a density of approximately 21.31 units per acre (approximately 1.28 floor area ratio [FAR]) on the north side of Warm Springs Creek, and approximately 0.42 units per acre (0.037 FAR) on the south side of Warm Springs Creek (Golf Course Area). The revised December 2, 2008 submittal proposes a maximum density of 1.43 on Block 1, the north side of Warm Springs Creek.

The subject property is surrounded by Tourist (T) zoned property, General Residential-Low Density (GR-L), and the golf course and estate lot is bordered by Limited Residential (LR) zoning. The adjacent United States Forest Service (USFS) and Bureau of Land Management (BLM) land is zoned Rural Residential District (R-10), Urban Influence Boundary (UIB).

The most similar density in the surrounding area is the location of the Four Seasons Condominiums, Pineridge Townhouses, and The Fields Condominiums. These three (3) projects are zoned Limited Residential (LR) at a density of 4.84 units per acre, but are actually built out at approximately seventeen (17) units per acre. Both Pineridge and The Fields are Planned Unit Developments (PUD). A large tract of vacant land under single ownership also exists in this area. The current density of 17 units per acre is located across Warm Springs Road (north side of road) from the proposed Warm Springs Ranch Resort, which is a proposed density of 21.31 units per acre. The Applicant states that a particular construction most likely to impact this neighborhood is thirty (30) feet below the existing neighborhood.

The next project with density similar to the proposed project is the existing Warm Springs Townhouse and Tennis Condominiums. This project was developed prior to the new Tourist Zoning District Code amendment in 2006. Under current standards, this project is located in the Tourist (T) zone at an allowed density range from 0.5 FAR up to 1.6 FAR, which could result in a building of approximately 21,780-69,696 square feet for a 1 acre site. For example, if each unit is 1,000 square feet in size, this zone could allow between 21 and 69 units per 1 acre site, if parking and other requirements could be met. The proposed Warm Springs Ranch Resort is proposed at a density of approximately 21 units per acre, in conformance with the T zoning district. Block 1 has a range of densities in the November 3, 2008 submittal, from a low range of 55 units (5.5 units per acre) to a high range of 28 units per acre. The current density of the Warm Springs Townhouse and Tennis Condominiums is approximately eleven (11) units per acre. The Applicant states that the portion of the project most likely to impact the neighborhood is the access off of Townhouse Lane. In Scheme 10, portions of the workforce housing will access off of Townhouse Lane and adjacent to this neighborhood. However, as stated above, the density of the project adjacent to this neighborhood is not entirely dissimilar from the existing neighborhood.

In consideration of this standard, the Commission discussed the “tent” concept, Tent Diagram, Drawing A.6 (hereinafter “Tent Diagram”), within which a building will be designed. Schemes 9 and 10 as enumerated in the P & Z Findings of Fact “filled” approximately 29% of the three-dimensional area within the Tent. The revised December 2, 2008 submittals could increase that percentage to 32%. See the Table under Standard 12 for further schemes related to the volume of the Tent. A base floor elevation was developed for the tent that relates to an elevation approximately 5 feet above the average mean high water mark. The Commission determined that utilizing this base elevation as a method of measuring height within this project would have a lesser impact than the standard definition of existing natural grade due to the increase in topography to the east of approximately 6 feet, and due to some higher areas in the middle of the site which would greatly impact the height of the perceived hotel if the natural grade were used as the lowest floor. Therefore, the Commission found that there would be a lesser negative impact to perceived height if all heights for the core hotel building were measured from a “an average of 5’ above the mean high water mark of Warm Springs Creek across the length of any individual mass”. In consideration of the “tent” concept, the Commission modified proposed heights for portions of the building(s) adjacent to Warm Springs Creek in the development of the Tent Diagram, Drawing A.6. Maximum building heights were lowered in this area in response to analysis in the Winter Massing Study. The Commission found that the core building(s) should step down along Warm Springs Road, and on the east and west flanks of the building(s); they so directed the modification of Tent Diagram, Drawing A6. The Applicant has stated in the Updated Submittal materials of November 3, 12, and December 2, 2008 that additional circulation and parking areas are needed in the Core Hotel Building to respond to the breaking up of the buildings.

An additional 30,000 square feet of circulation space has been requested by the Applicant. In the planning process of Scheme 9, 7.5% circulation of the core hotel building was incorporated into the design, which was approximately 23,000 square feet. Per the Applicant, industry standards assume at least 15% circulation, which would mean increasing the circulation by 23,000 square feet. Per the Commission request to break up the core hotel building, an increase of approximately 7,000 square feet of circulation is requested for functionality and efficiency issues resulting in a total increase of approximately 30,000 square feet of circulation.

The Irene Street/Bald Mountain Road Neighborhood Area is primarily single family and duplex units developed at a density of 6.5 units per acre. The Applicant states that the project components most likely to affect this neighborhood are the residential aspects of the project and the par 3 golf course.

Table 8 illustrates current and proposed uses and density:

Table 8: Current and Proposed Uses and Density

	Area north of WS Creek (existing T Zoning, some GR-L Zoning)	Area south of WS Creek (existing Golf Course)	Undeveloped land southeast of WS Creek (near existing horse corrals)
Previously Existing Uses	Tennis courts; restaurant; parking	Golf course	Horse corrals; undeveloped
Proposed Uses	Hotel, 2 restaurants, multifamily, surface and structured parking	Golf course: “villas”; one “estate” lot	One Estate Lot
Existing Permitted Density	T zone: 0.5 FAR (21 units per acre GR-L	County Zoning: RD (Recreation Development	Rural Residential (R-10) and Urban Influence Boundary

	zone: 10.89 units per acre	District): total developable density not to exceed 1 unit/.4 acre (4 units per acre) City Zoning per the Area of City Impact Agreement: GR-L, 10.89 units per acre	(UIB): 1 unit per 10 acres
Proposed Density and FAR	21.31 units per acre (1.28 FAR) (Nov. 3, 2008 submittal: 5.5 units per acre; high range: 28 units per acre)	0.42 units/acre (0.037 FAR)	Approx. 1 unit per 9 acres

Table 9: Densities of the Surrounding Area (all residential uses):

Density Allowed	Tourist (T)	General Residential (GR-L)	Limited Residential (LR)	Rural Residential (R-10)
Density allowed per zoning district	0.5 FAR per lot (approx. 21 units per 1 acre site)	10.89 units per acre	4.84 units per acre	1 unit per 10 acres
Current Density of surrounding area	WS Townhomes and Tennis Condos: 11 units/acre	Irene St/Bald Mt. Rd Area: 6.5 units per acre	River Run Dr/W. Broadway Blvd. Area: Approx. 4 units per acre	USFS/BLM property and horse corrals: currently undeveloped

In consideration of the Tent Diagram, Drawing A.6, the Commission found that the general bulk of buildings would be in harmony with the neighborhood, due to step-down elements adjacent to Warm Springs Road and surrounding properties; setbacks from surrounding properties; and limitations on heights permitted along Warm Springs Creek. The December 2, 2008 submittal could increase the square footage on Block 1, all within the Tent Diagram. The increase in Block 1 is 59,531 square feet, or 10.6% over what was recommended by the Commission in July 2008. Actual details of architecture and building design will be determined during the Design Review process. The Commission found that this standard is met if the project can satisfy the Design Review standards.

Comparison of Commission Recommended PUD and the December 2, 2008 Updated Submittal

Area	P & Z Recommended		December 2 Updated Submittal Request	Square Footage Change	% Change
Core Hotel Building	447,897		538,151	91,259	20.3%
Tent volume Used	29%		32%	N/A	3%
Block 1	560,615		620,146	59,531	10.6%*
PUD Total	668,915		728,446	59,531	8.9%

*this number is higher than 5% due to the 30,000 square feet of circulation added to Block 1

The Applicant has provided further clarification in the form of a flex space clarification chart in the December 2, 2008 submittal as outlined below.

Flex Space Clarification Chart

	Resulting SF Block 1	Resulting SF All Other	Resulting SF Total PUD
P&Z Findings of Fact	560,615 F.A.R.: 1.29	108,300	668,915 F.A.R.: .23
Increase +30,000 SF Circulation Area	590,615		
5% Flex Space	620,146 F.A.R.: 1.43	108,300	728,466 F.A.R.: .25
Minimum Hot beds/keys	120		
Ratio of Total Hot beds/keys to Total Residential Rooms	Same Ratio		

In consideration of this standard, like the Commission, the Council discussed the “tent” concept, Tent Diagram, Drawing A.6 (hereinafter “Tent Diagram”), within which a building will be designed. The Council concurred with the Commission recommendation regarding the use of the base elevation as a method of measuring height within this project, as it would have a lesser impact than the standard definition of existing natural grade due to the increase in topography to the east of approximately 6 feet, and due to some higher areas in the middle of the site which would greatly impact the height of the perceived hotel if the natural grade were used as the lowest floor. Therefore, the Council concurred with the Commission and found that there would be a lesser negative impact to perceived height if all heights for the core hotel building were measured from “an average of 5’ above the mean high water mark of Warm Springs Creek across the length of any individual mass”. In consideration of the “tent” concept, the Council found that this methodology was appropriate for determining proposed heights for portions of the building(s) adjacent to Warm Springs Creek in the development of the Tent Diagram, Drawing A.6.

CONCLUSION: The Council has concurred with the Commission recommendation, finding that the proposed project, including the additional Block 1 requests of 30,000 square feet in circulation area and 5% increase in flex space, will not be detrimental to the present and permitted uses of surrounding areas.

3. That the proposed project will have a beneficial effect not normally achieved by standard subdivision development.

FINDING: The Council considered typical elements of a “standard subdivision”, and found that a “standard subdivision” does the following:

- a. Mitigates impacts associated with the subdivision on City services and facilities. The City’s subdivision process ensures that the needed improvements are in place before final subdivision occurs.
- b. Provides certain common amenities for the benefit of subdivision owners.
- c. Protects natural features within the site.

- d. Establishes standards for development, activity and management within the development through recorded Covenants, Conditions and Restrictions.
- e. Ensures the goals, policies and standards of the Comprehensive Plan, Zoning Code and Subdivision Ordinance are achieved through the design of the subdivision.

The Council concurred with the Commission and found that the proposed Warm Spring Ranch PUD compares with the five items outlined above regarding a “standard subdivision” as follows:

- a. Mitigates impacts associated with the subdivision. A full discussion of the mitigation of impacts to City facilities, services and utilities is found under PUD Evaluation Standards 6 and 16; the Commission found that impacts are mitigated through the Conditions of Approval.
- b. Provide common amenities for the benefit of subdivision owners. The PUD proposes the following amenities:
 - Meeting Space (range of 12,000 – 20,000)
 - Approximately 47% of the site (1,619,100 square feet) is dedicated to landscape areas, including the golf course, riparian areas, alpine forest, grass uplands, Events Lawn and other landscape areas (see breakdown in Section 1.4 of the applicant submittal package).
 - Use of the golf course with special pricing and scheduling for local residents.
 - Year-round trail system.

Recent “standard subdivisions” within the City include the Hideaway Subdivision and Rocking Ranch #4, Central Park Townhomes, Bald Mountain Townhomes, Hemingways and the Plaza. None of these subdivisions provided “useable open space.” The Commission found that the proposed PUD provides common amenities for the benefit of the subdivision owners.

The Council found that the proposed PUD provides common amenities for the benefit of the subdivision owners.

- c. Protect natural features. This project exceeds City standards in terms of restoring the Warm Springs Creek corridor to a more natural state. The plan provides for both stream restoration and re-vegetation with riparian and upland plant material. The Area of City Impact Agreement and the Ketchum Comprehensive Plan call for the County’s more stringent riparian setbacks to apply on the annexed parcels: all buildings must be set back fifty (50) feet from the mean high water mark. The Applicant has agreed to meet this setback on the south side of Warm Springs Creek after annexation whether or not the Area of City Impact Agreement is applicable. The Commission found that natural features are being protected.

The Council found that natural features are being protected.

- d. Establish standards through CC&R’s. The Applicant has submitted CC&R’s which are standard in nature, comparable to a “standard” subdivision.
- e. Goals and Policies of Comprehensive Plan are achieved. The Commission found that this proposal achieves the goals of the Ketchum Comprehensive Plan, not only through these PUD standards, but also as part of their review of the annexation. Attachment 5 compiles the relevant Comprehensive Plan policies and provides Staff comments.

The Council found that this standard cannot be taken out of context of the entirety of the standards; that the Comprehensive Plan requires the City to balance economic issues with community scale, and that the benefits of a project must be carefully weighed in consideration of the Comprehensive plan.

CONCLUSION:

The Council found that the proposed project will have a beneficial effect not normally achieved by standard subdivision development.

4. The development shall be in harmony with the surrounding area.

Finding: The Commission considered a variety issues, including but not limited to: uses, densities and bulk in evaluating this standard. Architectural design, materials, landscaping, building and parking layout will be further considered in the design review process. The concept of the Tent Diagram, Drawing A.6, was modified by the Commission to ensure that building(s) stepped down where facing key roadways and other surrounding areas. This step-down effect was found by the Commission to create harmony with the surrounding area.

Residential uses, as described under Evaluation Standard Number 2, are similar to those of the surrounding neighborhood. The hotel, spa, parking garage and other commercial uses are permitted under the Tourist (T) zoning, however, these uses are unique within the Warm Springs area.

a. Bulk Analysis

Bulk: Bulk is defined in the Ketchum Zoning Code 17.08.020 as follows:

3.1 Bulk - "Bulk" is the term used to decide the size and mutual relationships of buildings and other structures, and therefore includes:

- (1) The size of buildings and other structures;
- (2) The shape of buildings and other structures;
- (3) The location of exterior walls of buildings and other structures, in relation to area of a lot, to the centerline of streets, to other walls of the same building, and to other buildings or structures; and
- (4) All open spaces relating to a building or a structure.

Table 10 shows projects which are located adjacent to or near the subject property. Density, lot coverage, building footprint and building height are noted for each one. The table has numerous gaps as the City does not have records on projects built in the 1970's and scattered records from the 1980's.

Table 10: Bulk of Surrounding Land Uses

PROJECT	DENSITY (units per acre)	LOT COVERAGE	FOOTPRINT SIZE	HEIGHT (AVG)	USEABLE OPEN SPACE
Pineridge PUD	16.58	30%	3,252-4,800	22-28 feet	App. 20%

Fields at Warm Springs	18.6	25%	6,936-13,138	26 feet	17%
Country Club Condominiums	8	9.2%	unknown		0
Warm Springs Tennis Condos	14.3	24%	2,000 per bldg.		0
Bald Mountain Townhomes; Sun River Townhomes; Pioneer Condos; several others averaged	8				0
Lots 12-25, Warm Springs Creekside Subdivision, averaged					0
Tax Lots 3082, 2764, 5932				Unknown	

*Note: All Figures shown are approximate.

b. Bulk Analysis, Core Hotel Building. (Current proposal - December 2, 2008)

Floor Area Ratio (F.A.R.) for Block 1

Total Square Footage of Block 1 = 597,628 square feet

Area between MHW marks & within roadways = 162,949 square feet

Block 1 area for F.A.R. consideration = 434,679 square feet

Total gross floor area in Block 1 (as given in application): 620,146 square feet.

December 2, 2008 submittals: Total gross floor area for the Core Hotel Building is 538,151; Block 1 to a maximum of 620,146 square feet, which is an increase of 59,531 square feet, or 10.6% of the square footage in Block 1.

The Commission considered the Tent Diagram, Drawing A.6, and related text as a method of regulating bulk for the PUD. Design Review is optional at the PUD stage pursuant to S. 16.08.070 (D). The Tent Diagram, Drawing A.6 and related text mitigate bulk and mass; step the building down at the property boundaries to harmonize with surrounding uses; limit building length and creates openings through the project to Warm Springs Creek. The December 2, 2008 submittal could increase square footage in the tent. It is not known at this stage in the project review where this square footage will be located. The Design Review process will refine the building design within this tent. The Commission found that this standard is met subject to the Design Review process based on the square footage approved by the Commission. The Council remanded the possible increase in square footage for further review by the Commission.

Per the Commission's Findings of Fact adopted July 31, 2008, the Applicant was approved for 560,615 square feet in Block 1. Per the underestimated 7.5% circulation of the core hotel building an additional approximately 30,000 square feet for circulation purposes is requested. Due to the current climate of the financial world and capital markets, the Applicant has stated the necessity to have 5% flexibility in Block 1. This brings the total for Block 1 square footage to 620,146.

The Commission found that this total of 30,000 square feet of circulation space requested by the Applicant is a suitable and approvable request. This finding is based on Applicant testimony of industry standards assuming at least 15% circulation, which would mean increasing the circulation by 23,000 square feet. Further, since the Commission requested to break up the core hotel building in the July 2008 Findings of Fact, an increase of approximately 7,000 square feet of circulation was requested to offset functionality and efficiency issues. In total, an increase of approximately 30,000 square feet of circulation is requested.

CONCLUSION: The Council concurred with the Commission's recommendations and found that the bulk increases resulting from the revised Block 1 square footage increase are reasonable changes needed to support the function of the hotel mainly through added circulation space. Additionally, the Council found that the additional request of a possible 5% increase in the total square footage of Block 1 is reasonable in response to the current changing market conditions while maintaining harmony with the surrounding area, and because this additional square footage is all within the tent, and will be subject to the Design Review process. Therefore, this standard has been met.

5. Densities and uses may be transferred between zoning districts within a PUD as permitted under this chapter provided the aggregate overall allowable density of units and uses shall be no greater than that allowed in the zoning district or districts in which the development is located. Notwithstanding the above, the commission may recommend waiver or deferral of the maximum density and the council may grant additional density above the aggregate overall allowable density only for projects which construct community or employee housing; and which:

- a. Include a minimum of thirty (30) percent of community or employee housing, as defined in Section 16.08.030; and,**
- b. Guarantee the use, rental prices, or maximum resale prices thereof based upon a method proposed by the applicant and approved by the Blaine County Housing Authority and/or the Ketchum City Council.**

Application for waiver or deferral of this criteria shall include a description of the proposed community or employee housing and the proposed guarantee for the use, rental cost, or resale cost thereof.

FINDING: The subject property is currently located within both unincorporated Blaine County and the City of Ketchum. The map produced by Blaine County titled "Warm Spring[s] Ranch Potential," located within Attachment 10, indicates the possible build out of the unincorporated Blaine County lands if one does not consider the Area of City Impact Agreement (hereinafter "ACI Agreement") of zoning these lands to General Residential-Low Density (GR-L). The Commission considered this theoretical analysis, as well as additional analysis on other possible build-out scenarios possible under the GR-L zoning identified in the ACI agreement.

The table below outlines the base density potential on the subject property compared with the current proposal. Please refer to the Applicant's submittal Exhibit 1.8, submitted April 29, 2008, and the map under Attachment 10 indicating the base density calculations for the site.

Density Potential and FAR

Floor Area Ratio (F.A.R.) for Block 1

Total Square Footage of Block 1 = 597,628 square feet

Area between MHW marks & within roadways = 162,949 square feet

Block 1 area for F.A.R. consideration = 434,679 square feet

F.A.R. for T-Zoned Area: 401,188 square feet

Area between MHW marks and within roadways = approx. 27%

Developable Area: 292,867 square feet

Total gross floor area in Block 1: Up to a maximum of 620,146 square feet,

Block 1 F.A.R. = 1.43

Table 11: Permitted Densities as compared with Proposed Scheme 9

Possible Scenarios	Warm Springs Ranch unincorp 64-67.73 acres	WS Ranch unincorp ACI/GR-L (base density)	WS Ranch T zone (range from FAR of 0.5 to 1.6)	WS Ranch total with golf course	WS Ranch total without golf course	Dec 2 Revised WSRR Proposal
Approx. Base density allowed	County zoning: 92 units	GR-L: 204 units	T: (.5 FAR) 146,434 to (1.6 FAR) 468,587	T: (.5 FAR) 146,434 to (1.6 FAR) 468,587 GR-L: 69-93 units (depending on design)	T: (.5 FAR) 146,434 to (1.6 FAR) 468,587 GR-L: 137-157 units	620,146 square feet (1.43 FAR includes 2.05 acres of GR-L

The Applicant's Exhibit 1.8 indicates that all schemes that were proposed to the Commission were at densities lower than those allowed within the zoning district. The December 2, 2008 submittal proposes a maximum density of 1.43 F.A.R. for Block 1. This FAR is spread over areas zoned GR-L (2.05 acres) and areas within unincorporated Blaine County ((2.67 acres). If the total number of units is spread over the entire site, densities are not greater than permitted under the aggregate of each zone. Densities are concentrated on Block 1. Regarding the south side of the creek, the Applicant indicates that the proposed townhouse unit count on the GR-L zoned property is 47 to 135 units less than the allowed density of 204 units. The current County zoning allows approximately 92 units on the unincorporated County (GR-L) property under the ACI Agreement, which is similar to the possible scenarios that include a golf course on the property.

The Council found that the proposed density as depicted in Schemes 9 and 10 and the December 2, 2008 applicant submittal (Scheme 11 version 1) do not exceed the density allowed within the zoning districts, and the Applicant is not required to request a waiver for additional density beyond the maximum allowed.

The Council concurred with the Commission's conclusion that Floor Area Ratio is merely a number that indicates a ratio between developed square footage and parcel size. How floor area is distributed, lot size and buildable area may result in very different calculations that may not generate useful analytical comparisons. Standard 7.a and Attachment 8 analyze the distribution of the floor area as proposed by the Applicant. The Council referenced these other standards and analysis in determining that this standard has been met.

The Council concurs with the Commission's recommendation to allow the 620,146 square feet Block 1 proposal from the December 2, 2008 Applicant submittal, which is an increase of 59,531 square feet, or a 10.6% increase in square footage for Block 1 as compared to the July 2008 Findings of Fact.

CONCLUSION: Densities and uses may be transferred between the zoning districts within this PUD as permitted under this chapter. The aggregate overall allowable density of units and uses is no greater than that allowed in the zoning district or districts in which the development is located. No waiver or deferral of the maximum density has been requested, and is not a part of the Council's findings for this Standard.

6. That the proposed vehicular and non-motorized transportation system:

- a. Is adequate to carry anticipated traffic consistent with existing and future development of surrounding properties;**

FINDING: A Transportation Plan, including a traffic model, was prepared with an executive summary contained in Part 1, Section 6. The traffic model analyzed existing conditions, new traffic added by the proposal, and mitigation measures to offset impacts resulting from the project. Snow and trails/pathways were also discussed. Current traffic counts and future traffic volume projections were performed by WSRR ("Warm Springs Ranch Resort"). The field data and computer simulated data were used in evaluating both internal and external road carrying capacities. The following is a summary.

Internal Roads:

All internal roads are proposed to be privately owned and maintained. All roadways will be constructed within a 40-foot wide easement. Two types of paved roadways are proposed:

- 26-foot:
 - All roadways surrounding the core hotel area
 - Include curb and gutter
- 20-foot:
 - All other roadways throughout the development
 - Rural with gravel shoulders and drainage ditches

No on-street parking will be permitted. Designated parking lots and areas outside of the required clear width will be provided. Adequate, designated, on-site parking is proposed to be allocated for the WSRR residences and visitors to eliminate the possibility of off-street parking.

Emergency services and general access to the development will come from three separate locations: (1) Irene Street and Warm Springs Road, (2) Bald Mountain Road and Warm Springs Road, and (3) the primary resort entrance of Flower Drive and Warm Springs Road.

The City Engineer concurs that the proposed roadway widths, parking restrictions and storm water drainage handling appear adequate and appropriate for the intended use and blend of the surrounding buildings and features. Three significant recommendations that need further discussion are as follows:

- Vacating the Bald Mountain Road intersection;
- Designating "Private Road #1" as a public road for access to properties west of WSRR, in lieu of the Bald Mountain Road/Warm Springs Road intersection. This road should include curb and gutter.
- "Private Road #3 and "Townhouse Lane" should be constructed with curb and gutter.
- A pathway/sidewalk for pedestrian circulation, interconnectivity and pedestrian safety shall be incorporated throughout the project to at least the bridge crossing of Warm Springs Creek. Such pathway may not be immediately adjacent to the road.

The local emergency services agencies will need to confirm their opinion and potential impacts of vacating the Bald Mountain Road intersection and reducing general emergency access to two separate locations.

External Road – Warm Springs Road:

The projected net trip generation attributed to the development is as follows:

Commission Recommended (from PUD Findings of Fact adopted July 31, 2008)

Daily Trips	1,778 vehicles per day
Morning Peak Hour Trips	98 vehicles per hour
Evening Peak Hour Trips	142 vehicles per hour
Saturday Trips	2,901 vehicles per day
Saturday Peak Hour Trips	273 vehicles per hour

"Probable Maximum" Scenario (Current Proposal as of December 2, 2008)

Daily Trips	2,350 vehicles per day
Morning Peak Hour Trips	201 vehicles per hour
Evening Peak Hour Trips	242 vehicles per hour
Saturday Trips	3,221 vehicles per day
Saturday Peak Hour Trips	352 vehicles per hour

The November 3, 12 and December 2, 2008 submittals along with the January 8, 2009 memo regarding trip generation data provide details on the traffic study. This study also analyzes a "Probable Maximum" Scenario, noted in the above table. The probable maximum scenario would increase daily traffic by 572 trips per day. While this increase may not affect roadway level of service, it does increase the percentage of roadway capacity allocated to this project. The Applicant's traffic consultant has concluded that the flexibility of above approach does not have a material impact of traffic on Warm Springs Road. The December 2, 2008 Updated Submittal would have a lower traffic impact than the "Probable Maximum" due to the revised square footage request.

From current peak travel season traffic counts and through the use of computer modeling, the following average daily traffic (ADT) volumes were gathered and projected over a 20-year period:

2008 (existing conditions)	=	4,400 ADT
2008 (existing + WSRR project)	=	5,900 ADT
2018 (existing conditions)	=	8,000 ADT
2018 (existing + WSRR project)	=	9,500 ADT

Below are the updated traffic numbers on average daily traffic (ADT) volumes for a twenty (20) year period. These numbers reflect the Probable Maximum building scenario

2008 (existing conditions)	=	5,600 ADT
2008 (existing + WSRR project)	=	8,000 ADT
2018 (existing conditions)	=	8,484 ADT
2018 (existing + WSRR project)	=	10,834 ADT

The average daily traffic difference between the Probable Maximum building scenario and the original submittal (May 9, 2008) is 572 vehicles per day. The City Engineer has stated that this does not warrant any changes to the original recommended improvements to Warm Springs Road.

Warm Springs Road currently has a capacity threshold of approximately 10,000 – 13,000 ADT (level of service D threshold). Therefore, it is projected that by year 2018, with full project build out, Warm Springs Road will adequately accommodate the WSRR project and the additional foreseeable growth projected by the City of Ketchum.

Six intersections along Warm Springs Road were studied and evaluated. Two of particular note were the Flower Drive and Lewis Street intersections. With regards to the external intersections, no capacity enhancing mitigations were suggested by WSRR for the current year projections. However, as growth continues, mitigation measures discussed below should be considered.

Based on the intersections that were studied, and considering the overall averages, the following conclusions were derived with respect to turning:

- Existing (2008) + WSRR Conditions: All study intersections experience acceptable levels of delay in both the a.m. and p.m. time periods.
- Future (2018) Background Conditions: All study intersections experience acceptable levels of delay in the a.m. time period, however, in the p.m. period the Lewis Street / Warm Springs Road has a level of service (LOS) F. This LOS can be mitigated as discussed below.
- Future (2018) + WSRR Conditions: Implementing the mitigations listed below, all of the study intersections have acceptable levels of delay.

Transportation Mitigation Measures:

- Speeding – install a roundabout at the Flower Drive and Warm Springs Road intersection. This roundabout will help slow traffic on Warm Springs Road and will create an entry feature into the WSRR project.
- Aesthetics – the aesthetics will help create a sense of place for the Warm Springs Area residents as they travel on this corridor and tend to slow down traffic.
- Install a traffic signal at the intersection of Lewis Street and Warm Springs Road.

The only external, public road improvements associated with this project include: (1) upgrading a section of Bald Mountain Road located within the property boundary to a crowned roadway with guardrail along the downhill side; and (2) installing a four-way intersection or roundabout to act as the main resort entrance at the location of the existing Flower/Warm Springs intersection.

In the City Engineer's evaluation of the data and report findings, it appears that Warm Springs Road has sufficient capacity to accommodate the 20-year projected traffic volumes. However, it is recommended that mitigation measures at the Lewis Street/Warm Springs Road intersection be implemented within the next three years (and not 2018). With Warm Springs Road a level of service D and traffic flows projected not to exceed the suggested volume, major improvements are not warranted, except at the Lewis Street and Flower Road intersections; it appears that for the next 20+ years Warm Springs Road should adequately be able to accommodate projected traffic flows.

Upgrading the section of Bald Mountain Road located within the property boundary is discouraged and not recommended. Poor site conditions, narrow road, safety concerns, and the inability existing differently to turn right onto Bald Mountain Road when traveling east along Warm Springs Road, are reasons to consider the abandonment of the intersection. Connection of Bald Mountain Road with "Private Road #1" and with the intersection at Flower Drive would provide for a safer and more functional traffic commute. It is also recommended that a roundabout be used as the intersection feature at Flower Drive. The Commission concurred with these recommendations.

Based on the above recommendation regarding the interconnectivity of Bald Mountain Road with "Public Road #1", "Public Road #1" would need to be a public road with a minimum of a 26-foot wide paved roadway with curb, gutter, and sidewalk.

The Commission found that Private Road #2 shall be allowed to exist within the blue avalanche zone, but there would be a requirement to have that road gated where access to the villas could be restricted during periods of high avalanche hazards as determined by the City of Ketchum Emergency Services Personnel in consultation with the Sawtooth National Forest Avalanche Center. Language will be developed regarding emergency response protocol, but the roads will be left as proposed on the site plan as submitted. The Commission noted that the safety of Townhouse Lane during construction of this project would be examined as part of the Construction Mitigation Plan.

An updated transportation analysis was received on November 5, 2008, Second Update to Application Submittal. The Transportation update was comprised of two main components: 1) Transportation System Management (TSM); and 2) Travel Demand Management (TDM). Recommendations were identified in the Warm Springs Ranch Resort transportation impact study and/or the Warm Springs Road Corridor Study.

Essentially, TSM strategies are intended to increase the efficiency of the existing roadway, without increasing the number of through traffic lanes while increasing the number of vehicle trips that a facility can carry. Examples of TSM strategies include change of intersection control (two-way stop to a roundabout, four way stop to a traffic signal, etc.), turn pockets, and traffic signal coordination.

TDM focuses on regional strategies for reducing the number of vehicles trips and vehicles miles traveled as well as increasing the vehicle occupancy. It facilitates higher vehicle occupancy or reduces traffic congestion by expanding an individual's choice in terms of travel method, travel time, travel route, travel costs, and the quality and convenience of the travel experience.

The Warm Springs Ranch Resort Transportation Study was completed by Hales Engineering following the Institute of Transportation Engineers (ITE) methodologies, the *Highway Capacity Manual (HCM)*, 2000, methodologies for level of service calculations, the *Manual on Uniform Traffic Control Devices (MUTCD)*, 2003, for intersection control recommendations, and the American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Streets*, 2004. Hales Engineering completed the WSRR Transportation Study and it was independently reviewed by the City Engineer. The City Engineer's review comments were incorporated into the final version of this document submitted to the City of Ketchum.

The Commission found that the transportation analysis and modeling is sufficient in its current state with thorough review and approval from the City Engineer. An additional transportation analysis and traffic study is not warranted at this time.

At the December 8, 2008 Commission remand meeting, Staff had requested more detailed information be provided regarding the correlation between the trip and parking generation used for the Warm Spring Ranch Resort based on the request of a 5% increase in flex space usage. Since that time, an additional traffic and parking generation analysis was received from the Applicant on December 16, 2008.

The additional traffic and parking generation analysis received from the Applicant on December 16, 2008 provides detail to show the direct correlation between the land uses and the parking generation submitted to the City Council as part of their review packets for the December 1, 2 and 10, 2008 Public Hearings. Within the Transportation Study, Section 7.4, Appendix B, Table 4, the land uses for the Warm Springs Ranch Resort have been identified for trip generation purposes and within the Parking document, Section 7.5, Table 3, the same land uses have been used for calculation of the parking requirements. Both of these tables are on file with the City and attached to the December 16, 2008 memo from the Applicant.

The initial land use versus trip generation demonstrated a need for 470 parking stalls, or 334 original parking stalls and 137 additional based on the revised building program. However, based on the 'Probable Maximum' building scenario and the mixed-use nature of the project (shared use parking) the stall count can be reduced to 404 stalls. There is a recognizable, direct correlation between the land uses for the trip and parking generation components of the Warm Springs Ranch Resort. The Applicant has stated that the trip and parking generation rates will be lower than identified in this memorandum when the project is complete because the flex space will likely not be constructed to its full potential.

CONCLUSION: The Council found that this standard was satisfied. Private Road #2 shall be permitted within the blue avalanche zone, subject to signage and operating requirements which would restrict access

to affected areas during periods of high avalanche hazards. Language will be developed in the Development Agreement regarding emergency response protocol, with input from Ketchum Emergency Service providers.

b. Will not generate vehicular traffic to cause "undue congestion" of the public street network within or outside the PUD;

FINDING: There are two intersections that are of concern: (1) the Lewis/Warm Springs Road and (2) the Flower/Warm Springs Road.

Lewis Street/Warm Springs Road Intersection: The Applicant acknowledges that a traffic signal will be warranted within the next 20-years. In the projected year of 2018, it is figured that higher than acceptable delay exists on the southbound approach at Saddle Drive/Warm Springs Road intersection, and it is too close to the proposed Lewis Street traffic signal to be signalized efficiently. Southbound left turning vehicles will be able to find sufficient gaps in the traffic stream to make the desired turn movement because of the proposed traffic signal at Lewis Street; however, they will need to wait longer for the gaps to materialize and coincide in both the west and eastbound directions.

Based on a current Forsgren Associates traffic study being done on the entire Warm Springs Road, it has been documented, based on current traffic, that a traffic signal is needed and meets one signal warrant. With the future growth, including WSRR, it is a matter of time before additional signal warrants will be met, further justifying the need. Due to existing poor visibility, the City Engineer recommends that a signal be installed within the next two or three years. The Applicant, due to its traffic volume increase, should pay a pro-rata share of the signal cost.

Flower/Warm Springs Road Intersection: The Applicant is currently proposing a four-way intersection, which will include designated left- and right-turn lanes. With the future traffic volumes and based on extensive traffic modeling it is projected that adequate vehicle stacking can be accomplished. Based on this analysis, the proposed configuration should avoid any undue congestion.

Although this solution appears to be acceptable, a four-way intersection is not the recommended solution for this intersection. A roundabout would provide better traffic flow and further minimize undue congestion. In the update submittal (Sheet E.5.2) a more detailed conceptual representation of a roundabout was illustrated. Less than 0.50 acres of additional right-of-way would be required. Both Staff and the City Engineer recommend that this option be considered.

A preliminary design of a roundabout has been submitted by the Applicant. In order to construct a roundabout, additional right-of-way (ROW) will need to be acquired to the north side of Warm Springs Road which includes:

- Parcel 1: Approximately 13,733 square feet from the Scherthanner parcel; and
- Parcel 2: Approximately 937 square feet acquired from The Fields Condominiums common area.

The City should require the Applicant's assistance, including funding, to negotiate and obtain the necessary property to construct the roundabout.

The Commission found that the roundabout alternative as recommended by the City Engineer and Staff is the preferred alternative. A contingency plan shall be developed in the case that the ROW could not be obtained by the City. The Lewis Street/Warm Springs Road Intersection has been and will continue to be evaluated by the City Engineer through the Warm Springs Road Transportation Study and the signal recommended for installation will be deliberated on by the City Council. The Commission found, based on Staff recommendations that the Applicant, due to its traffic volume increase, should pay a pro-rata share of the signal cost.

CONCLUSION: The Council found that this standard was satisfied. The roundabout alternative as recommended by the City Engineer and Staff is the preferred alternative. Further detail on the design, ROW acquisition, and a contingency plan shall be developed in the event that the ROW cannot be obtained by the City. The Lewis Street/Warm Springs Road Intersection has been and will continue to be evaluated by the City Engineer through the Warm Springs Road Transportation Study. The Council affirms the Commission's recommendation that the Applicant shall pay a proportionate amount of the cost of the installation of a traffic light/signal at the intersection of Lewis Street and Warm Springs Road, and the associated redesign of the intersection. The exact dollar amount will be identified at the time of design of this intersection.

c. Is designed to provide automotive and pedestrian safety and convenience;

FINDING:

Internal roads: No on-street parking will be allowed. The Bald Mountain Road section within the property boundary will be upgraded to a crowned roadway with guardrail installed along the downhill side and dedicated to the City.

The City Engineer recommends that the development portion of Bald Mountain Road be vacated along with the Warm Springs Road intersection. Vacation of this portion of Bald Mountain Road will require approval of the City Council pursuant to the Ketchum City Code and state law. Public access between Warm Springs Road and Bald Mountain Road will be through the new development along "Private Road #1." As such, "Private Road #1," as denoted on Sheet E.1.3, is recommended to be a public road dedicated to the City, with curb and gutter, and an appropriate pavement width. The condition of no on-street parking also helps alleviate potential hazards. Addition of sidewalks along "Private Road #1," Townhouse Lane, and "Private Road #3" to the bridge are recommended to provide more pedestrian safety and convenience. The Applicant has stated it will route pedestrian traffic through the property and not on sidewalks adjacent to internal roads. The Commission found that further analysis of this issue will be conducted during the Design Review process.

The pathway system as illustrated in S.14 provides pedestrian circulation throughout the development in a safe and convenient manner. Staff recommended, as an addition to the Trails Plan, to include either a pathway or sidewalk along Townhouse Lane and "Private Road #3" to the bridge in order to provide a means for these residences to safely access the proposed project's trail system and existing multi-use path adjacent to Warm Springs Road.

External roads: Signalized intersections with a four-way stop or roundabout intersection at Flower Drive will provide greater safety for pedestrian and bicyclists.

With the implementation of a traffic signal and a recommended roundabout, the City Engineer anticipates little inconvenience to the non-motorized public. The application for a roundabout fits this situation and will mitigate concerns associated with automotive and pedestrian safety and convenience.

The Commission found that the City Engineer and Staff recommendation to abandon Bald Mountain Road and to develop Private Road #1, along with the roundabout proposed on Warm Springs Road is the preferred alternative from a public safety standpoint. The Commission noted that the Fire Chief, Police Chief, Street Department and City Engineer are united in the recommendation to abandon Bald Mountain Road due to access and line of site issues and general public safety.

Work is currently being completed on the Warm Springs Road Corridor Study for the City of Ketchum. A draft copy of the study by Hales Engineering was submitted to the City on September 18, 2008 for review and comment. Discussion at a meeting with the City Council on Monday, September 29, 2008 included the following comments and requests.

1. In general, the Ketchum CC noted that the study was conservative with regard to the projected growth rates. Although the growth rates can be lowered to produce a lower the traffic volume on Warm Springs Road, the outcome will not change the recommendations, e.g., the two lane road will remain as a two lane road, intersection improvement recommendations at Lewis Street and Warm Springs Road will remain the same.
2. The Warm Springs Road Corridor will have a new cross section (not too much different from the existing) see the Ketchum – Warm Springs Transportation Study.
 - a. The multi use path on the north side of Warm Springs Road will be widened to 12' from 8' (expanded TSM strategies)
 - b. A barrier curb will be used to separate the trail from the travel lanes instead of the rolled curb that currently exists
 - c. Travel lanes will be 12' with a south shoulder back out area of 12'
 - d. At designated intersections, turn pockets will be included (TSM strategy)
 - e. Guardrail will be installed at some locations where adequate clear zones do not exist
3. The Lewis Street / Warm Springs Road intersection will have a change of control (one way stop control to either roundabout or traffic signal) – roundabout is the preferred alternative designated by the Ketchum CC.
 - a. Future delays at the Saddle Road might also dictate the use of a roundabout at that location
4. Additional evaluation will likely be completed on the Warm Springs Road / SH-75 / 6th Street intersection to separate the future conflicts and minimize queuing.
 - a. One alternative might include realignment of Warm Springs Road to a 10th Street alignment

Further detail on Warm Springs Corridor and costs associated with proposed improvements can be found under Standard #16, which includes comments from the City Engineer, based on a recent review of the updated Warm Springs Ranch Resort Traffic Study submitted on November 3 and updated on November 12 and December 2, 2008.

CONCLUSION: The Council found this standard was met and that the City Engineer and Staff recommendation to abandon a portion of Bald Mountain Road and to reroute this road as Private Road #1, along with the roundabout proposed on Warm Springs Road is the preferred alternative from a public safety standpoint.

d. Is designed to provide adequate removal, storage and deposition of snow;

FINDING: The project proposal states all internal roadways are to be privately owned and maintained. All snow removal shall be the responsibility of the owner. The primary snow storage areas will be within the designated 40 foot easements, which coincide with all internal roadway alignments. Minimum fire access widths will be maintained. Portions of the planned golf course and events lawn shall be available for snow storage when necessary. Also, "Private Road #1" is in close proximity to Warm Springs Road and may interfere with snow removal along Warm Springs Road.

If the golf course areas adjacent to the internal roadways are utilized, then it appears that adequate storage and deposition of snow has been provided for on-site.

Due to "Private Road #1" being downhill and in close proximity to Warm Springs Road, there will very likely be some snow removal issues that the City will need to resolve when removing snow off Warm Springs Road. Removal for the roundabout will need to be figured out and an efficient process developed. When acquiring right-of-way for the road construction the City Engineer recommends consideration of acquiring more land for snow storage, which could be an issue at this intersection.

The Commission found that the design provides adequate removal, storage and deposition of snow. Additional research and details during the Design Review stage will need to be provided by the Applicant and City regarding snow removal in and around the roundabout.

CONCLUSION: The Council found that the design provides adequate removal, storage and deposition of snow. Additional research and details shall be developed during the Design Review.

e. Is designed so that traffic ingress and egress will have the least impact possible on adjacent residential uses. This includes design of roadways and access to connect to arterial streets wherever possible, and design of ingress, egress and parking areas to have the least impact on surrounding uses;

FINDING: General access to the development is possible from three separate locations along Warm Springs Road: (1) Irene Street, (2) Bald Mountain Road, and (3) the primary resort entrance of Flower Drive. Much of the traffic flow will be centered around the Flowers Street intersection with some residual WSRR traffic utilizing Bald Mountain Road and Irene Street. No intersection improvements are proposed for Bald Mountain Road and Irene Street.

The improvement of either a four-way signalized intersection or a roundabout at Flower Drive will provide for the least impact to the adjacent residences with regards to traffic ingress and egress. Parking will be provided within the development to discourage parking along any external or internal roadway.

With the abandonment of the Bald Mountain Road intersection, residences will need to become accustomed to using the Flower Drive intersection and the recommended new public road ("Private Road

#1"). Although current residences will be required to "drive through" the development, the abandonment of the Bald Mountain Road intersection will largely discourage new residences and guests from driving through the existing residential subdivisions.

The proposed roundabout for the Flower Drive/Warm Springs intersection is viable; however, some land ownership issues will need to be resolved for additional right-of-way to the north of Warm Springs Road.

A 30' roadway easement was created with the platting of the Warm Springs Townhouse Condominiums. The easement is shown on the plat recorded as instrument number 129007, records of Blaine County, Idaho. One other easement was created and extends from the original easement as shown on the attached document titled Townhouse Lane Easement. This easement is referred to in instrument numbers 165890 & 306216, records of Blaine County. The Applicant intends to relocate portions of the easement as allowed by Idaho Statute. Staff recommends (and as required by Idaho Statute) the Applicant maintain access to the properties that benefit from this easement. The Applicant stated in the June 12, 2008 meeting that the non-exclusive easement that crosses the Helios property can be relocated both under common law and Idaho Statute. The Applicant also stated that the existing parking and dumpster will remain along the easement unless the Warm Springs Ranch Townhome Condominium Association agrees to relocate it.

CONCLUSION: The Council found this standard has been satisfied and determined that the upper portion of Bald Mountain Road shall be vacated based on Staff and City Department Head recommendations and the public road will be re-routed on to Private Road #1. At Flower Drive and Warm Springs Road, the roundabout is the preferred alternative to mitigate transportation/traffic impacts. Land Ownership issues and ROW shall be pursued by the City as necessary.

- f. Includes the use of buffers or other physical separations to buffer vehicular movement from adjacent uses;**

FINDING: Based on the Conceptual Landscape Plan as found on sheet S.13 there are trees and shrubs throughout the project, including along the property boundaries.

Of particular concern is the buffer between this development and the existing development, particularly condominiums and townhomes on the east and southeast boundary to subject property. Enhanced natural vegetation should be utilized to establish sufficient and efficient buffers, including visual and sound buffers. The City Engineer proposed an alternative method of compliance in consideration of placing landscaped dirt mounds (berms) of a height consistent with the residences needs and desires. Such buffering should fit into the dynamics of the subject property. The Staff recommends that natural vegetation be a substantial part of a detailed landscape plan to provide buffers and physical separation of vehicular movement from adjacent development. Additionally, water features such as small-scale fountains and pools with moving water could create sound buffers to separate noise from adjacent property and vehicular movement on-site.

Another area of potential concern is along Bald Mountain Road, especially if the intersection is abandoned. A combination of native vegetation and rock features should be incorporated into the northwestern boundary if the aforementioned portion of Bald Mountain Road is removed.

Natural vegetation buffers will create not only visual buffers from daytime activity on subject property but buffer light from the core hotel building and additional areas adjacent to existing residential development.

The Commission found that the Design Review process shall require a detailed landscaping plan where specifics, which are not exhaustive, shall include significant stepping and retaining walls between the development and existing development particularly condominiums and townhomes to the east and southeast boundary of the property.

CONCLUSION: The Council concurred with Commission recommendation that the Design Review process shall require a detailed landscaping plan with additional detail regarding buffers between the proposed development and existing development, particularly condominiums and townhomes to the east and southeast boundary of the property.

g. Is designed so that roads are placed so that disturbance of natural features and existing vegetation is minimized;

FINDING: The proposed project will be located in part on previously disturbed lands. With the exception of a few habitat types, the native plant communities have been extirpated and little remains of the original vegetation on Warm Springs Ranch. Considering all project aspects and implementation of appropriate mitigation measures, the development as proposed will not result in significant direct or indirect impacts to habitat, wildlife and fisheries, waterways, and wetlands.

There do not appear to be significant natural features or vegetation that will be impacted by roadway design, with two exceptions:

- 1) The proposed golf cart path proposed on the hillside connecting the north and south sides of the site;
- 2) The long driveway to the southern estate lot could disturb existing vegetation.

Warm Springs Creek has been significantly altered by human actions over the last thirty years. These actions have affected things like the native vegetation to altering the flood plain. The intent of the project proposal to restore the Creek to a more natural state than it is in currently. The layout of the roads will have little impact on the Creek.

The Commission found that proposed golf cart path on the hillside needs further analysis through the Design Review process. This process shall determine extent of visual impacts, and any mitigation required from the impacts of the proposed golf cart path on the hillside, as well as the access and driveway to the southern estate lot and Bald Mountain Road. This includes visual and environmental impacts. Details on the slope area, rock area and path travel zones through these areas shall also be further evaluated through the Design Review process.

CONCLUSION: The Council found that roads are proposed consistent with this standard provided the design of the roadway leading to the southern estate lot in Large Block 8 should be designed to minimize the impact on wildlife passage through the area, particularly with regards to landscaping and lighting.

- h. Includes trails and sidewalks that creates an internal circulation system and connect to surrounding trails and walkways.**

FINDING: The public shall have access to the following trails from the resort's on-site parking:

The existing Bald Mountain Trail System, the existing multi-use non-motorized path along Warm Springs Road (which provides a link to Heidelberg Trail connecting to Adams Gulch), and multiple accessible points for fishing that are adjacent to the Warm Springs Stream.

The pathway system, as illustrated in Sheet S.14, provides pedestrian circulation throughout the development in a safe and convenient manner. Existing and proposed trails are connected such that access to each trail and path are convenient. The proposed project will include a public multi-use, non-motorized (walk/bike/ski, etc.) access easement through the property that will provide access to the trail improvements and Fisherman's and Nature Study Easements will be granted along Warm Springs Creek.

The current multi-use trail adjacent to the north side of Warm Springs Road will be realigned to a safe location for crossing the north leg of the proposed roundabout or intersection.

The City Engineer recommends an addition to the Trails Plan to include either a pathway or sidewalk along Townhouse Lane and "Private Road #3" to the bridge crossing to provide a means for the Townhouse residences to access the proposed project's trail system and safely access the existing multi-use path adjacent to Warm Springs Road. The Applicant stated in the July 1, 2008 meeting that a pedestrian pathway for circulation and interconnectivity with adjacent existing development will be provided. A sidewalk along "Private Road #1" is also recommended.

The Commission found that the Staff recommendation of detailing the process of constructing the proposed on-site trail system and linkages should be specified in the Development Agreement. This includes who pays for the National Environmental Policy Act (NEPA) analysis that is required on federal lands. Some trails, with the exception of trails on the hillside, shall meet ADA standards; to be determined in the Design Review process. The Applicant has stated they will build the trail on their property and are coordinating discussion with the Ketchum Park and Recreation Department and the USFS regarding trails beyond property boundaries.

CONCLUSION: The Council determined that further detail regarding the process of constructing the proposed on-site trail system and linkages should be specified in the Development Agreement.

7. That the plan is in conformance with and promotes the purposes and goals of the comprehensive plan, zoning ordinance, and other applicable ordinances of the city, and not in conflict with the public interest.

- a. Pursuant to Section 16.08.070.D, all of the design review standards in Chapter 17.96 shall be carefully analyzed and considered. This includes detailed analysis of building bulk, undulation and other design elements. The site plan should be sensitive to the architecture and scale of the surrounding neighborhood;**
- b. The influence of the site design on the surrounding neighborhood, including relationship of the site plan with existing structures, streets, traffic flow and adjacent open spaces shall be considered;**

- c. **The site design should cluster units on the most developable and least visually sensitive portion of the site.**

FINDING: Numerous attachments to the May 27, 2008 Staff Report is integral to the Commission Findings with respect to this Standard. Attachment 5 provides a detailed analysis of the Ketchum Comprehensive Plan with respect to the proposal. The November 3, 12 and December 2, 2008 Updated Submittal materials do not change the Comprehensive Plan Analysis found in Attachment 5 of the May 27, 2008 Staff Report. Attachment 7 of the May 27, 2008 Staff Report analyzes the proposal with respect to the Zoning Code; Hotel Definition; Housing Plan; Tourist Zone; GR-L Zone; Avalanche Zone, and the Subdivision standards with respect to natural resources. Attachment 5 also contains a memo dated May 22, 2008 from the City's special legal counsel, Moore Smith Buxton and Turcke, Chartered, regarding the role of Comprehensive Plans in annexation, land use and zoning decisions. The Commission considered all of the analyses in these attachments in making a finding with respect to this Standard. Attachment 7 has been updated to reflect technical corrections in some of the numerical calculations, as directed by the Commission.

A separate Staff Report entitled "Annexation and Land Use" analyzes the proposed zoning, and the Staff-recommended zoning for the areas to be annexed.

Attachment 8 is an analysis of building bulk and massing, including basic undulation, prepared by Winter and Company ("the Winter Study"). Discussion of this analysis is also found under Standard 4.

The Winter Study acknowledges that this site is unique in Ketchum as a location that may be able to accommodate more bulk than sites in the downtown, Gateway area or Warm Springs Base Area. The Winter Study cites the unique topography, with the site dropping over 30 feet from Warm Springs Road and the backdrop of Bald Mountain as two key characteristics that differentiate this site from other hotel sites. The Commission found that this site is unique within Ketchum, as analyzed in the Winter Study. Several issues raised in the Massing Study were considered by the Commission:

- 1) **Building Length:** The Winter Study includes a digital massing model of Schemes 9 and 10. The report creates some scale comparisons with other sites in Ketchum: downtown and the Sun Valley Lodge. The length of the primary hotel building has been raised by the Winter Study as an issue of greater significance than height. The primary building in Scheme 9 is 680 feet in length; in Scheme 10 this building is 870 feet in length. These are contrasted with the overall scale of other buildings and areas in our community: the Warm Springs Base Area Village (less than 650 feet in length), the Sun Valley Lodge (430 feet in length) and downtown Ketchum (two City blocks plus the roadway, less than 500 feet in length). The Commission found that this issue could be mitigated by requiring some breaks in the building(s) as illustrated in the Tent Diagram, Drawing A.6, and related text, Condition # 5. The Applicant has stated that these additional building breaks require additional circulation to link portions of the building that are now separated (Approximately 7,000 square feet). Additional circulation is also needed to service the hotel; for a total increase in circulation areas of 30,000 square feet.
- 2) **Building Height:** The Winter Study notes that the nine (9) foot decrease in height between Schemes 9 and 10 may not be significant. The Winter Study notes, on page 13, that the change in view to surrounding mountains between Schemes 9 and 10 is "negligible," and that the height change to the traveling public on Warm Springs Road will be barely perceptible. The report notes

that just east of Townhouse Lane, the height difference between the two schemes is more obvious, although in its opinion, the difference is still minimal. This view point along Warm Springs Road is just past the intersection with Wanders Way. The Commission found that overall building height within the ranges considered was not a determining factor in meeting this standard; and that the variations between the schemes under consideration with respects to height were for the most part insignificant.

Traveling from the west back towards town, the Winter Study states that the main mass of the hotel will be clearly visible in both schemes. From here the mass of the main hotel structure obscures the majority of the view to the mountains through the project site. The difference between the impacts of the height in the two schemes is clearly visible from this point. The Winter Study notes that although Scheme 10 allows for increased views, the decreased level of articulation in its height and mass makes it appear as a larger, less interesting building than in Scheme 9.

The Commission found that maximum heights as modified by the Commission in Tent Diagram, Drawing A.6, have been mitigated based on the openings required in the building mass and the unique characteristics of the site outlined herein. The opening required in building mass are further outlined in the written language developed by the Staff and adopted by the Commission in response to the tent language, as recommended Condition of Approval #5. In consideration of the Tent Diagram, Drawing A.6, and accompanying language, the Commission noted that the Tent Diagram, Drawing A.6 is the appropriate tool to be utilized at the PUD stage of project review, and that the Design Review process will result in an actual building design that must meet the City's Design Review Standards in order to be approved. The Commission found that this PUD approval is conditioned on the future Design Review approval. The November 3, 12 and December 2, 2008 Updated Submittals do not change building heights as reviewed by the Commission: all additional square footage is within the Tent Diagram. However, building mass at higher elevations could increase if the building footprint for the Core Hotel Building is increased.

The Applicant has stated the necessity to keep the maximum footprint as outlined in the Staff Report. However, the Applicant has stated the need for flexibility to utilize the 25% and 15% of the footprint for areas on the upper floors as outlined in the Development Height Standards. The Commission shall discuss this specificity during Design Review.

- 3) Mass adjacent to Warm Springs Creek (Scheme 10): The Winter Study presents views back to the primary building from Warm Springs Creek. Scheme 10 in particular, due to the new hotel wing, presents an imposing façade along the creekside. This is examined with images on pages 25 and 26 of the Winter Massing Study. The Commission found that mass should be reduced in this area, as illustrated in the Tent Diagram, Drawing A.6, and related text.

The November 3, 2008 Resubmittal Binder contains the following information about the Scheme 11 Version 1 Building design reviewed by Council, and the Tent Diagram;

Height Planes and Footprints

Height Plane	Tent Diagram	Scheme 11, Version 1
At grade	132,000 sq.ft. footprint of Core	N/A (Footprint is 119,262 sq. ft.)

	Hotel Bldg.	
Above 65 feet		43,994 sq. ft. (8.3% of the bldg gross square footage)
Above 70 feet	Tent Diagram allows for 25% of the Core Bldg footprint above this height (33,000 sq. ft.)	
Above 80 feet	Tent Diagram allows for 15% of the Core Bldg Footprint above this height (19,800 sq. ft.)	11,146 sq. ft. (2.1% of bldg footprint) 17,900 would be allowed under the tent provisions for the Scheme 11 footprint
Above 93 feet	Architectural features such as spires, chimneys, similar architectural elements that do not include habitable space and covering not more than 10% of the adjacent roof area up to a maximum of 18 feet	

Based on the requested increase of 59,531 square feet, the Applicant has stated that the Core Hotel Building footprint will be a maximum of 132,000 square feet. The exact amount of floor area permitted at upper floors will be based on the Tent Diagram parameters. This would allow a maximum of 33,000 square feet above 70 feet, and 19,800 square feet above 80 feet.

**Percent (%) of Tent Covered by Scheme 11, Version 1
and the Revised November 3, 12 and December 2, 2008 Submittals.**

Project Version	% of Tent Diagram Filled
Scheme 9 (Plans and Sketch-up)	31%
Scheme 9 (Commission Recommended in the Findings of Fact)	29%
Scheme 11, Version 1	34%
Revised December 2, 2008 Updated Submittal	32%

The Winter Study (Attachment 8) also includes discussion of the influence of the site design on the surrounding neighborhoods from several viewpoints. Discussion of this analysis is also found under Standards 2 and 4.

Western Neighborhoods: The Winter Study contains a view point taken from the intersection of Bald Mountain Road and Warm Springs Road. The Study finds that there is almost no difference between the effects on the view corridor of the core hotel between the two schemes; both block the entire bottom portion of Bald Mountain. The Commission found that significant views to Bald Mountain were retained in the solution shown in the Tent Diagram, Drawing A.6. It is not known at this time what portion of the possible 59,531 square feet would be below the grade of Warm Springs Road. It is not known at this time what kind of visual impact, if any, this additional square footage will have on the western neighborhood

below the grade of Warm Springs Road. The Applicant has stated only that the increase of 28,625 square feet in the parking structure would be below grade.

Northern Neighborhoods: The Winter Study contains a view from Flower Drive towards the project site and Bald Mountain. The Study finds that the backdrop of Bald Mountain and dropped topography of the site help mitigate the height of the hotel building. The slightly lower height of Scheme 10 is noticeable here as well, though only minimally. However, in both scenarios the Winter Study notes that the length of the tall building mass still creates impacts to the view corridor from this public right-of-way and increase the perceived scale of the project. The Commission found that this impact could be mitigated by requiring some "breaks" in the building mass, as further described in Condition #5, Section C, Maximum Horizontal Dimensions.

Eastern Neighborhoods: The Winter Study at this view point looks up Warm Springs Creek from near the end of Townhouse Drive. At this point in Scheme 9, the hotel facade is 8 stories in height, with only minor articulation of the mass facing the creek, proposed town homes and adjacent residential neighborhoods. The large portion of this facade, clearly visible over and around the lower scaled residential uses, could give the hotel a looming quality. The drop in height in Scheme 10 does not have significant impact here; however, the addition of the large hotel wing in Scheme 10 now carries this scale through to the edge of the development. This additional hotel wing could create a canyon effect along this section of the creek corridor, and block views through the valley along the creek corridor. The Commission considered this analysis, and modified maximum building heights in the areas of closest proximity to Warm Springs Creek and townhouse drive. Since the majority of the Tent Diagram is oriented to the west, it does not appear as if the possible additional square footage would have a significant impact on these neighborhoods. Full impacts will be analyzed in the Design Review process.

The Applicant Submittal package shows the evolution of the site design. Section EV – Environmental—of the February 11, 2008 submittal shows the overlay of sensitive areas of the site. The majority of the site sensitive features are on the west side of Warm Springs Creek. Various design considered early in the design development process included greater density in these areas. Density is concentrated on the east side of Warm Springs Creek, which is the more urban and "developable" portions of the site. The one exception to this clustering is the southerly estate lot. This impact, combined with the red and blue avalanche slide path that must be crossed to reach this site, have resulted in a Staff recommendation that the building site be moved approximately 150 feet to the northwest, closer to the more developed portions of the property. The Commission found that the exact location of this building envelope was a subdivision issue, and should be reviewed in the Large Block Plat. The Commission will make a determination of the final location of the building envelope for the southern estate lot in their consideration of the Large Block Plat.

The more developable portions of the site are closer to Warm Springs Road, the primary travel corridor from which the site will be viewed. Therefore, buildings will be more visible at close range. Alternatively, if buildings were pushed back into the more environmentally sensitive portions of the site west of Warm Springs Creek, they would be visually more in the background, but would block views to the lower portions of Bald Mountain. The Commission found that the tradeoff of developing in the least developable portions of the site (floodplain and avalanche areas) do not outweigh the possible visual benefits of pushing buildings farther back from Warm Springs Road to the west of Warm Springs Creek.

Scheme 10 has a greater impact than 9 on views from the trails along Warm Springs Creek due to the new hotel wing proposed adjacent to the creek (see Attachment 9). The Commission found that heights in this area should be modified, as reflected in the Tent Diagram, Drawing A6.

The Commission found that the increases in bulk and square footage as requested by the Applicant in December 2, 2008 Updated Submittal does not violate the tent parameters as approved in the July 31, 2008 Findings of Fact, nor have a significant impact on surrounding neighborhoods. Complete impacts will be analyzed and mitigation proposed in the Design Review process. Further, the Commission found that the plan is in conformance with and promotes the purposes and goals of the comprehensive plan, zoning ordinance, and other applicable ordinances of the city, and not in conflict with the public interest.

The Council considered all of the analyses in these attachments and the Commission's recommendation in making a finding with respect to this Standard.

CONCLUSION: The Council found that this standard has been satisfied, including the increases in bulk and square footage as requested by the Applicant on December 2, 2008 are in conformance with and promotes the purposes and goals of the comprehensive plan, zoning ordinance, and other applicable ordinances of the city, and not in conflict with the public interest.

8. That the development plan incorporates the site's significant natural features.

FINDING: The project includes many natural features, including Warm Springs Creek, a forested hillside, wetlands, a riparian forest, some riparian vegetation along the banks, and other existing trees within the site.

1) **Warm Springs Creek.** The property contains a mile-long stretch of Warm Springs Creek, which runs through the center of the property. Currently, the creek is in a relatively poor condition. There is little in the way of riparian vegetation along the banks and the stream has had prior stabilization work, which has caused channelization of the creek. Consequently, there is little ecological value to this section of Warm Springs Creek. The Applicant proposes to restore the creek by re-vegetating the banks (25' width on the north side and 50' width on the south side) with native riparian trees, shrubs and grasses, which will help stabilize the bank naturally and will allow for improved fish, bird and wildlife habitat. The Applicant also proposes to conduct stream alteration work that will eliminate some of the existing riprap and allow for a more natural appearance, as well as create riffles and pools supportive of good aquatic habitat. Because this property contains such a large section of Warm Springs Creek, the proposal could have a positive effect on the general ecosystem of the Warm Springs drainage.

2) **Conifer forest and hillside.** The south portion of the property is a tree-covered hillside at the base of Bald Mountain. The Applicant proposes to keep all development off of this hillside with the exception of a portion of the golf cart path. This golf cart path will require a 10-foot wide path to travel approximately 470 feet through the steep treed hillside in order to access Holes 6-9, proposed in the south portion of the lot. The Applicant proposes that the proposed golf cart path be constructed using retaining walls and benching the path into the side slope. Disturbed areas are proposed to be planted with native plants specific to the mountain area. The Commission noted that this proposed golf cart path needs further analysis through the design review process.

Specifics on the number of trees, extent of cut and effect on avalanche danger related to the proposed golf cart path have not been addressed. An alternative to this path would be to route golf carts through the hotel property and over the vehicle bridge proposed on the south end of the property. The small benefit of the proposed golf cart path location may not outweigh the cost to the habitat and hillside.

3) Cottonwood Forest. The south portion of the site contains riparian vegetation including a substantial cottonwood forest at the southernmost half of the parcel. Vegetation and habitat will be disturbed with the proposed golf course, the driveway access, the golf cart path and the construction of the estate home. Currently, this parcel does not have any permanent (and rarely any temporary) human presence on it. This area is almost entirely within the 100-year floodplain or in avalanche zones. This area has also been identified by the environmental consultants as an area currently used by big game and birds. The Environmental Report states: "The south portion of the property currently has low human use and no permanent human presence and is used by big game for cover and by songbirds for nesting and feeding. An increase in human presence as well as the indirect effects of lighting, pets, and urban wildlife will affect how wildlife uses the area."

The estate lot and driveway are proposed within this cottonwood forest. The building envelope is proposed to be mostly within an opening in the forest, but still results in the removal of some trees. The proposed driveway to the estate will cause removal of some of the identified cottonwood riparian forest. The Applicant proposes that "the area surrounding the estate lot will be replanted with native vegetation to enhance the cottonwood riparian forest and reduce the overall effect of the estate lot." With a future property owner, however, this proposal could be difficult to monitor and enforce. Mitigation of tree removal in this area may be addressed in the Development Agreement. The Commission noted that roadway design should respect specimen trees.

The golf course proposed on this portion of the lot will cause a removal of the some riparian vegetation, including trees, although it would be designed to still allow for natural flooding. While the Applicant does a commendable job of minimizing the turf area for the golf course, the golf course will still change the existing vegetation of this site and the aesthetics of the parcel.

Through Staff recommendations the Commission found that the exact location of the proposed southern estate lot should be determined through the Large Block Plat process. Because of the intrusion into vegetated areas and the location of the avalanche red and blue zones, staff initially recommended that the estate house building parcel be moved further north. This may need to be balanced with post-fire analysis.

4) Existing trees within the property. The Applicant has submitted a plan that identifies which trees are proposed to be preserved, which ones they will attempt to save and which ones will be removed (see Tree Conservation Plan S.17, dated April 29, 2008). The Applicant proposes to replant trees that need to be removed within the site. Many of these trees are substantial in size and may be difficult to successfully transplant. The Applicant has provided the environmental consultant with documentation of successful large tree relocation. This information would be valuable to the City. The Applicant should also identify where trees would be relocated and replace the same quantity of tree caliper in the event the trees cannot be transplanted. The smallest caliper of tree allowed for replacement shall not be less than three inches.

The Commission found that the cost of the habitat versus hillside cart path should be further explored in the Design Review process. The portion of the golf course proposed around the southern estate lot and

driveway areas should be further reviewed in the Design Review process. Larger specimen trees in the cottonwood forest area shall be preserved. Through Staff recommendations the Commission found that the roadway providing access to the southern estate lot, and its location, will be further discussed during the Large Block Plat process and deliberations of the City Council.

The Council found that the roadway providing access to the southern estate lot, and its location as proposed in the application, are acceptable subject to guidelines regarding access during high avalanche danger and a roadway design that is sensitive to the wildlife corridors.

CONCLUSION: The development plan incorporates the site's significant natural features.

9. Substantial buffer planting strips or other barriers are provided where no natural buffers exist.

FINDING: The Conceptual Site and Landscape Plans, as respectively found on sheets S.8 and S.13, and have been directly referenced by the City Engineer in comments below.

The most significant property boundaries for landscape buffering appear to be the east boundary, adjacent to the existing condominiums, the north boundary adjacent to Warm Springs Road, and the northwest boundary adjacent to Bald Mountain Road. A conceptual Landscape Site Plan was submitted with the PUD application Sheet S.13. It shows conceptual plant massing on project perimeters. This drawing shows the following perimeter details:

East Boundary (adjacent to the existing condominiums): The property edge to the east butts up to existing development with no natural buffer. Of particular concern, is the buffer between this development and the existing Townhomes on Townhouse Lane. A 105-foot buffer provides a reasonable separation without encroaching on the privacy of the current residences. The trees and shrubs should also provide a visual block from activities originating from the new development. A landscaped dirt mound may be another option to consider in areas where grades and distances would permit.

North Boundary (Warm Springs Road): Aspen groves on the hillside where the grade drops off from the road; pond feature; trees of various types (cannot be determined) between the parking structure and the roadway. The Commission found that this issue should be further evaluated during the Design Review process.

The Council found that this issue should be further evaluated during the Design Review process.

Northwest Boundary (Bald Mountain Road): Mix of evergreens and deciduous trees; screening is unclear at this time, especially if the intersection with Warm Springs Road is abandoned. The only natural feature that exists would be the grade of the land. Roof tops will be noticeable from Warm Springs Road and neighbors to the north, however, the majority of the development and activities should be largely unnoticed since they will be downhill and out of view. Warm Springs Road also provides an existing buffer from neighbors to the north. Trees and landscaping are proposed around the buildings and along the roadway where possible. Building separation distances from existing residences range from 120- to 250-feet. The closest distance of approximately 50-feet occurs with a new townhouse along Bald Mountain Road and an existing residence; trees and vegetation are illustrated between these buildings.

The natural grade change, existing and proposed vegetation, combined with the existing Warm Springs Road provides adequate separation and preserves the privacy of the existing residences. The trees, shrubs, and elevation differences should also provide a visual block and some noise reduction from activities originating from the new development. The townhouse separation along Bald Mountain Road is acceptable as the separation is consistent with surrounding neighborhoods. The added trees and vegetation proposed around the buildings and along Warm Springs Road and Bald Mountain Road will reduce any visual impacts of the neighbors. The smallest tree caliper for trees used in these buffer zones shall exceed three inches.

With regard to the resort hotel and the many activities and visitors that will frequent this building, the townhouses and villas within the development also act as a transitional buffer from the neighboring residences, i.e., residential, lower-density transitioning to a resort, higher-density use. This type of transition is consistent with existing development throughout the City.

The Warm Springs Creek is a natural buffer that exists along the entire length of this boundary and in essence serves as the property boundary. There are also existing cottonwood and willow trees on both sides of the Creek with additional trees and shrubs proposed. The existing golf course further adds to the buffer separation from the proposed new villas and existing residences along Irene Street and Bald Mountain Road. Building separation distances range from 230- to 360-feet. The closest distance shown is 170-feet from the proposed estate home site to an existing residence.

South Boundary: Native upland vegetation blending in to existing conifer forest. This boundary adjoins Bald Mountain and subsequent BLM and Forest Service land. As such, there is no development or residences existing or proposed. Bald Mountain provides a significant natural feature and buffer.

West Boundary: Native plants as per Environmental Plan. Warm Springs Creek also serves as natural buffer that exists along portions of the length of this boundary and in essence serves as the property boundary. There are also existing cottonwood and willow trees on both sides of the Creek with additional trees and shrubs proposed. The existing golf course further adds to the buffer separation from the proposed new villas and existing residences along Irene Street and Bald Mountain Road. Building separation distances range from 230- to 360-feet. The closest distance shown is 170-feet from the proposed estate home site to an existing residence.

An Environmental Plan has also been prepared which shows upland and riparian plant restoration areas. At this time, the plans are conceptual in scale and do not detail plant sizes, species or quantities.

Currently, there are no natural buffers that are significant enough to provide adequate barriers from surrounding properties. Natural vegetation should be used to establish primary buffers. The City Engineer recommends berms to be considered of a height consistent with the residences' needs and desires as well as something that fits into the dynamics of the subject property and adjacent uses. Staff recommends that significant natural vegetation be installed as a part of a comprehensive landscape plan which shall be provided in the Design Review process to provide adequate barriers from adjacent uses. The Commission will need to determine if enough information is provided to analyze this issue. Public input should be heard on this topic in order to adequately address any issues that may exist unknown to the City Engineer and Staff.

The Commission found that an independent landscape architect should be retained to perform a substantive review of the landscaping plans provided by the applicant in Design Review.

The Council found that a detailed landscaping plan be provided by the applicant in Design Review and referenced in the Development Agreement.

CONCLUSION: Substantial buffer planting strips or other barriers are provided where no natural buffers exist.

10. Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner.

FINDING:

The development schedule and a phasing plan will be finalized in conjunction with the City's Design Review process. A full Construction Mitigation Plan is a requirement of the Development Agreement that includes a public process in front of the City Council.

The Commission found that the commencement and duration of each phase should be determined during the Design Review process. The actual duration of each phase should be established, including maximum time limits. Each phase of the development contains all the necessary elements and improvements to exist independently from proposed future phases in a stable manner. Since the May 9, 2008 Updated Submittal and subsequent recommendations of approval by the Commission on July 31, 2008, the Applicant has stated the conceptual phasing plan has become outdated due to turmoil in the global capital and real estate markets.

The Council found that the commencement and duration of each phase should be determined and through the development of a Phasing Plan, to be incorporated in the Development Agreement prior to Design Review. The specific components and approximate duration of each phase should be established.

CONCLUSION: The Council found that the proposed phasing schedule and commitment at this time by the Applicant is sufficient based on the current market environment, with the condition that a detailed Phasing Plan, including the number of phases, buildings, amenities and other elements made part of each phase, be specifically approved by the Council as an amendment to the Development Agreement. This phasing plan will be made a part of or coincide with Design Review.

11. Adequate and useable open space shall be provided. The applicant shall dedicate to the common use of the homeowners or to the public adequate open space in a configuration useable and convenient to the residents of the project. The amount of useable open space provided shall be greater than that which would be provided under the applicable "aggregate lot coverage" requirements for the zoning district or districts within the proposed project. Provision shall be made for adequate and continuing management of all open spaces and common facilities to ensure proper maintenance thereof.

FINDING: Under Chapter 16.08 of Title 16-Subdivisions, the PUD definition of "Useable Open Space" shall not include the area encompassed by streets, parking areas, slopes over twenty-five percent (25%), or areas included within the required twenty-five (25) foot riparian zone setback.

The Commission also determined in previous PUD's that the areas that meet the definition of "useable open space" in the PUD Ordinance are areas of continuous open space which can be used by the public or by project residents/employees. The Commission did not recommend that landscaping around buildings and areas used for circulation be considered as "useable open space" as these areas are provided as a function of all projects and are standard requirements of the Zoning Code. In reviewing the Thunder Spring PUD, the Commission made a determination and examined the proposed PUD with respect to open space that does not include streets and parking areas.

The total "useable open space" proposed by the Applicant, land outside of the creek and below 25% slope is approximately 55 acres or approximately 71% percent of the entire site. The total "useable" open space includes the golf course area which is to be semi-public use. The following table details preliminary open space and landscape calculations:

Table 12: SCHEME 11 - Preliminary Open Space Calculations

Sub Area	Square Footage	Acreage	Percentage of Area in Open Space
Creek	172,110	3.95	5.04%
(Landscape Areas)			
Proposed Ponds	46,970	1.08	1.38%
Existing Wetlands	95,970	2.20	2.81%
Golf Course/Events Lawn (active)	417,290	9.58	12.22%
Existing/Proposed Cottonwoods	498,935	11.45	14.61%
Existing/Proposed Aspens	105,480	2.42	3.09%
Existing/Proposed Firs	887,830	20.38	26.00%
Existing/Proposed Uplands	120,970	2.78	3.54%
Proposed Riparian Areas	50,380	1.16	1.48%
Proposed Transitional Areas	484,597	11.12	14.19%
Miscellaneous Hardscape	53,857	1.24	1.58%
Total Useable Open Space	2,708,422	62.18	79.31%
Total (including B.L.M. parcel	3,414,725	78.39	N/A
Area in buildings	285,515 It is possible that this footprint could increase as a result of the increased square footage proposed in the December 2, 2008 Updated Submittal; to be further discussed in Design Review.	6.55 It is possible that this footprint could increase as a result of the increased square footage proposed in the December 2, 2008 Updated Submittal; to be further discussed in Design Review.	N/A

Area in Streets/ Surface parking	194,821 It is possible that this number will decrease as a result of the decreased number of exterior parking spaces proposed in the November 3 and 12, 2008 Updated Submittals and the possible increase of 70 below grade parking spaces in the December 2, 2008 submittal; to be further discussed in Design Review.	4.47 It is possible that this number will decrease as a result of the decreased number of exterior parking spaces proposed in the November 3 and 12, 2008 Updated Submittals and the possible increase of 70 below grade parking spaces in the December 2, 2008 submittal; to be further discussed in Design Review.	N/A
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This can be compared to the following PUD's approved by the City:

Thunder Spring PUD: The Thunder Spring PUD provided 14.85 percent of the site as useable open space in the form of plazas, courtyards and fountains.

Fields at Warm Springs PUD: The Fields at Warm Springs contained 17 percent useable open space in the form of a shared courtyard, landscape areas and gazebo.

Northwood PUD: The Northwood PUD provided a public park of 6.25 acres which was 12 percent of the land area of the Northwood PUD. The park was dedicated to the City as a permanent passive public park. Additional dedications to the City included a bike path along Saddle Road (easement and construction) and an equestrian path running north/south through the project (easement and construction).

Bigwood PUD: The Bigwood PUD dedicated 61 percent of the total land area as open space. This included 102 acres of golf course (28 percent), 122 acres of hillside open space with public trails (33 percent), pedestrian/equestrian and bicycle easements of 1.2 acres (.3 percent) and a ravine easement of .3 acres (.1 percent). This PUD also included a recreation center, clubhouse, swimming pool, 8 tennis courts, weight room and 2,500 feet of pathways dedicated to the City.

Pines PUD: The Pines PUD included two open space parcels totaling 5 percent of the PUD site area. Recreational amenities included a cabana, spa and barbecue area.

The Applicant has proposed approximately sixty-eight (68) acres of open space consisting of an active recreational use comprised of the golf course which will be open for semi-public use. Approximately fifty-eight (58) additional acres of natural passive open space is proposed. The golf course and open space areas will be designed to restore and enhance the natural setting within its boundaries.

Riparian and Creek: The Forest on Bald Mountain, and the Cottonwood Forest and wetlands, on the south portion of the property, have been proposed to be maintained in their existing condition with minor removal of diseased and unhealthy trees. In design, the restoration and enhancement of the golf course will reduce cultivated lawn areas within the golf course. This will provide the opportunity to plant multi-layered vegetations that mimics natural habitats for wildlife. A fifty (50) foot buffer will be established between the Warm Springs Creek and the proposed golf course. The existing bank of Warm Springs Creek bank shall be enhanced with a revitalized stream bank habitat as existing rip-rap will be replaced with native riparian vegetation and bed grading. While the existing habitats will be disturbed by the golf

course and human activity in general the plan for open space shall provide consistent healthy riparian habitats that are comparable to the surrounding area.

Trails: The proposed project is planned in a prime location that can provide linkage to the various trail systems within Ketchum and Blaine County, Idaho. The Applicant has proposed that the public, residents and hotel guests shall be able to access the following trails from the origin point of the planned surface parking:

- Existing Bald Mountain Trail System,
- Existing multi-use path along Warm Springs Road (which provides a link to Heidelberg Trail connecting to Adams Gulch),
- Multiple accessible points for fishing and nature viewing that are adjacent to the Warm Springs Creek

The trail planned to run along Warm Springs Creek consist of pavers and/or a boardwalk system (proposed within the riparian areas) that will meander through a 50' wide easement on the south side of the stream. The two proposed private estate lots will not have public access through their respective properties.

The Commission determined adequate open space has been dedicated and that it is useable for the public and residents of the proposed project.

The Council determined that adequate open space has been dedicated and that it is useable for the public and residents of the proposed project.

CONCLUSION: Adequate and useable open space has been provided. The Applicant shall dedicate to the common use of the homeowners or to the public adequate open space in a configuration useable and convenient to the residents of the project. The amount of useable open space provided is greater than that which would be provided under the applicable "aggregate lot coverage" requirements for the zoning district or districts within the proposed project. Provision has been made for adequate and continuing management of all open spaces and common facilities to ensure proper maintenance thereof.

12. Location of buildings, parking areas and common areas shall maximize privacy within the project and in relationship to adjacent properties and protect solar access to adjacent properties.

FINDING: The core hotel building is oriented towards Warm Springs Creek. The angle of this primary building and the step-down of the various floors on the creekside are designed to create privacy within the project. The majority of the parking for the project is within a parking structure, and is screened from surrounding areas. Exhibits S.9, S.10 and S.11 of the May 9, 2008 Updated Application Submittal packet provide distances from neighboring structures to a variety of points within the project. The primary hotel building varies in distance between 105-250 feet from the closest surrounding building. This closest distance of 105 feet is on the east side of the property, where the primary hotel building is 105 feet from the Warm Springs Tennis Condominiums. Scheme 11 Conceptual Floor Plan/Tent Overlay presented during the CC work sessions shows the setbacks of the Tent Diagram. The Tent steps back 80 feet from Warm Springs Road; 90 feet from the Warm Springs Tennis Condos and 280 feet from the southeast corner of the site near the Warm Springs Townhouses. The Tent also includes some "No Build" Zones:

30 feet from the western portion of Warm Springs Road; 70 feet from the eastern portion of Warm Springs Road; and approximately 75 feet along the eastern property boundary. There would be no changes to these "No Build" Zones and Tent Diagram setbacks resulting from the November 3, 12 and December 2, 2008 Updated Submittal materials. Distances outlined above related to the Primary Hotel Building could change, as the building could shift within the tent, and could possibly become larger if the Commission approves the square footage increase requested. The following table compared setback requirements of the zone for different areas within the project based on proposed building heights on Schemes 9 and 10 reviewed by the Commission.

Table 13: Setbacks Required by Ketchum Zoning Code Based on Scheme 11 Proposed Building Height and Tent Diagram

Proposed Area/ Building	Proposed Building Height	Zoning	Setback Required by Zone	Proposed setback to nearest adjacent property line (from proposed building envelope to existing residence property line)																					
Villas along the Golf Course	35 ft.	Existing County RD Zone; Proposed T Zone: 44 ft. for roofs greater than 5:12 pitch; 35 ft. if less than 5:12 pitch	RU: T: 15'	192 – 347 feet																					
Primary Hotel Building	Scheme 9: 93 ft. Scheme 10: 84 ft. <u>November 5 and 12 Updated Submittal:</u> 93 ft.	T Zone: 44 ft. for roofs greater than 5:12 pitch; 35 ft. if less than 5:12 pitch	T: 30 ft. on Warm Springs Road	The proposed building wall setbacks* from Warm Springs Road are as follows: <table><tr><td></td><td>Closest point</td><td>Easternmost Section</td></tr><tr><td>6th floor</td><td>130 feet</td><td>280 feet</td></tr><tr><td>5th floor</td><td>110 feet</td><td>270 feet</td></tr><tr><td>4th floor</td><td>90 feet</td><td>200 feet</td></tr><tr><td>3rd floor</td><td>90 feet</td><td>200 feet</td></tr><tr><td>2nd floor</td><td>90 feet</td><td>200 feet</td></tr><tr><td>1st floor</td><td>90 feet</td><td>200 feet</td></tr></table>		Closest point	Easternmost Section	6 th floor	130 feet	280 feet	5 th floor	110 feet	270 feet	4 th floor	90 feet	200 feet	3 rd floor	90 feet	200 feet	2 nd floor	90 feet	200 feet	1 st floor	90 feet	200 feet
	Closest point	Easternmost Section																							
6 th floor	130 feet	280 feet																							
5 th floor	110 feet	270 feet																							
4 th floor	90 feet	200 feet																							
3 rd floor	90 feet	200 feet																							
2 nd floor	90 feet	200 feet																							
1 st floor	90 feet	200 feet																							
Tent Diagram	93 feet; 80 feet; 65 feet	T Zone: 44 ft. for roofs greater than 5:12 pitch; 35 ft. if less than 5:12 pitch GR-L Zone: 35 ft.	T/GR-L: 30 ft. on Warm Springs Road	93 feet; 80 feet; 65 feet areas of the Tent: 80 feet on WS Road, 90 feet east of the WS Tennis Condos; 280 feet near the WS Townhouse Condos No Build Zone: 30 feet on east side of WS Road; 70 feet on the west side of WS Road; average of 75 feet on the east property boundary																					
Townhouses: Bald Mtn Road	44/35 ft.	T Zone: 44 ft. for roofs greater than 5:12 pitch; 35 ft. if less than 5:12 pitch	T: 1 ft. for every 3 ft.	41 feet across Warm Springs Rd./Bald Mtn. Lane intersection; 80 feet across Bald Mtn. Rd.; 50 feet from Alberta residence																					
Townhouses: Creekside	44 /35 ft.	T Zone: 44 ft. for roofs greater than 5:12 pitch;	T: 1 ft. for every 3 ft.	152 feet from existing residences on Townhouse Lane																					

		35 ft. if less than 5:12 pitch		
Employee Housing	44/35 ft.	T Zone: 44 ft. for roofs greater than 5:12 pitch; 35 feet if less than 5:12 pitch	T: 1 ft. for every 3 ft.	129 feet from existing residences on Townhouse Lane
Estate Lots	35 ft.			Western Estate Lot: 108' Eastern Estate Lot: 102'

Minimum setback permitted along Warm Springs Road in the T Zone = 30 feet

* Roof plan identifies a setback of 80 feet. (For all zones, overhangs are permitted to extend into a required setback no more than 3 feet).

The Commission found that key setbacks from surrounding properties were important to the evaluation of this standard; these setbacks are reflected in the Tent Diagram, Drawing A6.

The primary common areas within the project include the golf course and events lawn. The reconfiguration of the Golf Course introduces golf course play on the southwest side of Warm Springs Creek in a previously undeveloped area. Properties across the creek will have filtered views of golf course green and golf course players at a distance of approximately 50 feet from Warm Springs Creek. The events lawn is located to the interior of the site, on the west side of Warm Springs Creek near the primary hotel building. It is approximately 200 feet from the closest house exterior to the project. Riparian plantings and a golf course fairway intervene. The Commission found that the setbacks and height restrictions which limit building mass on the project perimeters, developed through the Tent Diagram, Drawing A.6, and related text, further maximize privacy in relationship to adjacent properties.

The Applicant has developed a Solar Study, Section 1.11 of the May 9, 2008 Updated Application Submittal. The Solar Study consists of plan view depictions of the spring and fall equinox and winter and summer solstices at 9:00 am, noon and 3:00 pm of each day. At 9:00 am on the winter solstice, the townhouses in the northwest corner of the site cast a shadow onto Bald Mountain Road and a small portion of Warm Springs Road. By comparison, the existing townhouses between Bald Mountain Road and Warm Springs Road cast an even greater shadow onto Warm Springs Road at 9:00 am on the winter solstice. A note on the drawing states that the mountain fully shades the remainder of Warm Springs Road at 3:00 pm in advance of any shadowing resulting from the primary hotel building. This would be evident from a movie depiction of the shadow movement; it is not evident from the static images submitted. No other shading of public ways is evident. The Commission found that solar access from adjacent properties is not negatively impacted by the proposal. The Commission found that further analysis of actual solar impacts resulting for a proposed building design will be conducted during the Design Review process to ensure that Design Review standards related to solar access have been met.

The Council found that key setbacks from surrounding properties were important to the evaluation of this standard; these setbacks are reflected in the Tent Diagram, Drawing A6. The Council found that solar access from adjacent properties is not negatively impacted by the proposal given the specific geographic of the site. Further analysis of actual solar impacts resulting for a proposed building design will be conducted during the Design Review process to ensure that Design Review standards related to solar access have been met.

CONCLUSION: The location of buildings, parking areas and common areas maximize privacy within the project and in relationship to adjacent properties and protect solar access to adjacent properties.

13. "Adequate recreational facilities" and/or daycare shall be provided. Provision of adequate on-site recreational facilities may not be required if it is found that the project is of

insufficient size or density to warrant same and the occupant's needs for recreational facilities will be adequately provided by payment of a recreation fee in lieu thereof to the city for development of additional active park facilities. On-site daycare may be considered to satisfy the adequate recreational facility requirement or may be required in addition to the recreational facilities requirement.

FINDING: The Council, like the Commission, discussed park needs and mitigation as the proposal relates to the standards in the PUD ordinance and as a part of the annexation request. The Council determined the Warm Springs Ranch PUD is of sufficient size to require "adequate recreational facilities" as part of the PUD process.

The Applicant proposes approximately ten (10) acres of active open space consisting mainly of the golf course which will be open for semi-public use. Approximately fifty-seven (57) additional acres of natural passive open space is proposed.

The Warm Springs Ranch property has traditionally provided recreational activities in both active and passive forms including tennis courts and a golf course, access to Warm Springs Creek for fishing, nature walks and general scenic viewing of the landscape. Historically, the public has greatly benefited mainly from the active recreational uses of golf and tennis.

Ketchum Comprehensive Plan

The Ketchum Comprehensive Plan is very specific regarding the need for active park space. It is also specific in directing the City to "actively pursue active recreational or useable open space for the Warm Springs Neighborhood, particularly on flat, undeveloped land in Central Warm Springs" (Policy 4.9.6). "Adequate recreational facilities" are not defined in the PUD, Subdivision or Zoning Ordinances or in the Ketchum Comprehensive Plan. This standard would be used to address impacts associated specifically with this proposal. This includes the decommissioning of a major active recreational facility on subject property - eight (8) tennis courts.

Chapter 2.8 of the Ketchum Comprehensive Plan; Parks, Recreation Trails, and Cultural Resources lists Ketchum's developed parks. Table 14 (below) in Chapter 2.8 provides further detail consisting of the park, its acreage, and function. Map 8 (page 125 of the Comprehensive Plan); Open Space, Recreation and Heritage, provides graphical details on park locations, other open spaces and trail system serving the City.

Table 14: Ketchum Developed Parks

Park	Acreage (approx.)	Function
Atkinson Park	16.5	Active sports, recreation building
Forest Service Park	1.1	Passive, historic park, open space and museum
Little Park	0.2	Small passive park space adjoining Ore Wagon Museum
Rotary Park	1.9	Passive open space, river frontage

Currently, there are 19.7 acres of active and passive parks in the City of Ketchum. This is an average of approximately 6.1 acres of community park land per thousand (1,000) community population. The Blaine

County Recreation District (BCRD) has a standard of 12 acres of neighborhood and community parks per one-thousand (1,000) population. Ketchum is well below this standard and Staff recommended the Commission require extensive public access to the golf course and a thorough assessment of the donation (in lieu of tennis) to provide an adequate off-site tennis facility park that would also increase the City of Ketchum's active park acreage.

The Parks Department has placed a high priority on "no net loss" of recreational facilities in reviewing PUD and annexation proposals. The 2001 Ketchum Comprehensive Plan outlines current park facilities within the City and compares these facilities to adopted Park Standards. Almost all jurisdictions that plan for recreation needs separate park facilities into categories such as "active" and "passive". These categories are important as user needs and are very different for different facilities and activities.

Jurisdictions that have more complete park planning underway often break down "active" and "passive" into more detailed categories such as:

- Sports Fields (Soccer/Multi-Use Field, Base Ball Field)
- Courts (Tennis Court, Basketball Court, Volleyball Court)
- Outdoor Recreation (Skate Park, BMX Track, Paved Multi-use Trail, Dirt/Gravel Trail, Fishing Accessible Shoreline, River Put-in, Take-out)
- Leisure (Playground, Family Picnic Area, Park Benches)
- Other (Swimming Pool, Ice Hockey Rink, Outdoor Events Venue)

Some of the facilities listed above do not fall easily into either category. Until the City can undertake a more detailed Parks and Recreation Plan, and for purposes of this project proposal, Staff recommended that active facilities be those facilities that are designed for group team sports and intensive high activity: Soccer/Multi-Use Fields, Base Ball Fields, Tennis Courts, Basketball Courts, Volleyball Courts, Swimming Pools, Golf Courses, Ice Hockey Rinks, Skate Parks and BMX Tracks. The Commission found that the golf course shall be considered an active recreational use.

Applicant Active Recreation Program Proposal

The eight (8) existing tennis courts on the property will be permanently decommissioned due to the Applicant's Statement of Constraints and the Construction Development Program. In lieu of tennis, the Applicant proposed a financial donation of \$300,000 to the City to be used for the creation of new, off-site tennis courts, improvements to existing tennis courts and/or facilities supplemental to tennis courts (i.e. bathrooms, water fountains, etc.) or to build a children's splash park. The November 3, 2008 Updated Submittal indicates an applicant commitment of a \$500,000 financial donation towards active recreational facilities.

Golf: The Applicant also proposed to redesign and augment the previous existing golf course. An executive nine (9) hole par three (3) golf course with a pro-shop of approximately 1,000 square feet is proposed. Five (5) of the holes are proposed west of the core hotel and south of Warm Springs Creek, traversing along the creek and amongst the Villas. The remaining four (4) holes are proposed for the southeast portion of subject property. A Golf Course Program has been proposed, with distinctive scheduling and pricing for locals. Highlights of the Golf Course Program include:

- Pricing of no less than twenty (20) percent off the regular resort rate for locals;

- Access to the golf course seven (7) days a week, yet limited to one (1) tee time per hour during peak hours (8-10 AM and 4-6 PM) and no more than two (2) tee times per hour; and
- Special programs and events at the golf course including Junior and Ladies Play Days, a Warm Springs Championship, and Charity Tournaments.

Detail on the Golf Course Program is included in Section 4.6 of the WSRR Recreation Program in the Applicant Updated Submittal on May 9, 2008. During the June 10, 2008 meeting the Applicant stated that during peak season (Memorial – Labor Day) locals will have access to the golf course and allowed up to 50% of tee times on weekdays, and up to 44% on weekends. During shoulder season (before Memorial and after Labor Day) locals will be allotted up to 78% of tee times on weekdays and weekends with tee times every ten (10) minutes or six per hour.

The Applicant believes that with its project proposal and planned golf course, that there is no overall net loss of recreational facilities on subject property. This supplemented with the fact that prior to the submittal of the PUD and Annexation Application, the tennis and golf were already decommissioned.

Trails: An integrated year round trail system is proposed that includes connections with future trails to Warm Springs. The Applicant has submitted a Conceptual Trails Plan for the site in Part 2, Exhibit S.14 of the May 9, 2008, Updated Submittal. A public multi-use, non-motorized easement will be dedicated for access to the proposed trail system throughout the property as designated and along Warm Springs Creek. A variety of trails have been proposed including a streamside trail on both the north side of Warm Springs Creek near the core hotel building and on the south side of the creek along the northwest portion of subject property. Additionally, connectivity to the existing Warm Springs Road multi-use path for access to Heidelberg Trail and Adam's Gulch is proposed in addition to a cross country ski trail and mountain trail linkage. (Staff has stated that recreational trails do not appear to meet the spirit of Active Recreational Needs as described in the Ketchum Comprehensive Plan).

The Commission and the Parks Department requested information and analysis from the Applicant on Trail Connectivity to Existing Parks (specifically Atkinson Park) during the April 1, 2008, Open House and P&Z Workshop. Section 4.7 of the May 9, 2008 Updated Submittal details the Applicant's analysis, which consists primarily of design and financial barriers to the proposed trail linkage. Staff recommends that a collaborative effort between the Applicant, Blaine County Recreation District, and the City be explored to assist in overcoming design and financial barriers. This trail linkage would provide additional public passive recreational space and provide walkable access to the golf course and Warm Springs Creek and other public amenities on the subject property.

Per the December 10, 2008 public hearing and presentation to the City Council, the Applicant has committed \$115,000 for environmental review, design and construction of the Bald Mountain Connector Trail.

Pool and Spa: The core hotel will include a spa of approximately 13,000 square feet that will be open to the public for a fee. An indoor/outdoor pool is also proposed but public access has not been stated. The Commission found that neither of these amenities meet the City's needs for "Useable open space" or "Active Recreation," given the potentially limited public access to these amenities.

Warm Springs Creek: The project proposal details design and restoration of Warm Springs Creek along portions of the property to augment the existing scenic experience and fishing access. A ten (10) foot

fisherman and nature study easement and a twenty-five (25) foot scenic easement will both be dedicated along the banks of Warm Springs Creek through the property as required by Section 16.04.040 (J) of the Ketchum Subdivision Ordinance. (Staff has stated that the proposed fishing access does not appear to meet the spirit of Active Recreational Needs as described in the Ketchum Comprehensive Plan).

It has not been determined if on-site day care will be provided by the Applicant. At this time no details have been provided.

Parks Department Active Recreational Programs: Tennis and Golf

The Parks and Recreation Department has submitted a detailed memo and materials, including data on tennis and golf programs offered through their department and in the North Valley, as well as community benefits from these recreational programs and historical involvement with the Parks Department.

Tennis: Since the previously existing eight (8) tennis courts on the Warm Springs Ranch property have been decommissioned, Staff feels it is important to discuss and provide a brief history of Warm Springs Tennis Club to understand the ramifications of the loss of tennis.

**Table 15: Historical Programs and Estimated Daily Participation
at Warm Springs Tennis Club**

Program/Event	Daily Participation
Monday & Wednesday Ladies' Day (two sessions)	40
Tuesday & Thursday Men's Day (two sessions)	36
Friday Mixed Doubles	24
Monday – Thursday Junior Clinics (3 sessions)	45
Private Instruction	18
Membership and Guest Play	60
Two USTA sanctioned tournaments (per summer) Adult and Junior age brackets	300
Community School Practices and Matches	40

The Warm Springs Tennis Club provided a multitude of community benefits including:

- A venue for adults and youth to socialize.
- Provided opportunity and facilities for youth to establish the skills necessary for high school team participation.
- Provide youth the opportunity to increase tennis skill level.
- Attracted numerous visitors to town.
- Employment for 8 persons.

The Ketchum Parks Department was heavily involved with the Warm Springs Tennis Club and allowed for the sharing of instructors, provided courts for Park Junior Tournaments, provided training clinics for park tennis staff and shared equipment to help reduce overhead costs for tennis programs.

Tennis has been the most successful high school sport throughout this valley within the past ten (10) years. Many (individual and team) district and state champions have come out of Wood River High School and the Community School. This has been a direct result of the junior programs offered at the

Warm Springs Tennis facilities. In the spring of 2008 approximately forty (40) children participated in tennis at the Community School and over seventy (70) children played at Wood River High School.

The Parks Department currently offers a variety of seasonal tennis programs with a full participation level at Atkinson Park. These are listed below with participation levels.

Table 16: Current Ketchum Parks Department Tennis Programs

Program	Participation
Spring after school programs (4 th - 9 th grade)	20
20 Summer programs (4 days/wk, 9am-4pm, 2-12 th grade)	516
Winter program at Zenergy (7 th - 12 th grade)	40
Fall after school program	30
Tennis Block Party (June)	30
3 mid-summer tournaments	200

The costs for these programs are very minimal; Forty dollars (\$40) for a ten (10) class session (1½ hr long classes). The Parks Department currently has three (3) full-time recreation staff and many part-time staff. Six (6) youth-staff are hired during the summer months to run the tennis program and many of those staff historically have been participants in the program. Presently, four (4) outdoor tennis courts are available at Atkinson Park for the programs. In the summer months, the courts are exclusively used from 9am-4pm for the junior program with approximately 30-40 children on the courts at any given time. Men's groups also meet informally at the Atkinson Park courts to play and practice after the daily programs have completed. During these times, other members of the public stop by to see if the courts are available for general public use.

Currently, North Valley Tennis facilities are limited and have varying scheduling and availability.

Municipal Courts: There are four (4) public tennis courts in the City of Ketchum at Atkinson Park (free of charge, no reservations, first come-first served). These are used from June 2nd-Aug 8th between the hours of 9am-4pm held exclusively for the Youth Tennis Program. Public can use them before 9am and after 4pm Monday through Thursday, and all day Friday, Saturday, and Sunday.

Private Courts: There are courts in Sun Valley and Elkhorn that are used by lodge and resort guests. Public can pay a fee for use when they are not occupied. Zenergy has two (2) private indoor courts that are used by the parks program in the winter. Bigwood, Weyyakin and Lane Ranch have private courts for their homeowners. The Ketchum Parks Department has been fortunate to have access to Lane Ranch and Bigwood for some of their junior tournaments.

School District Courts: There are six (6) courts at the high school that are used for the tennis team and run by the school district. There are two (2) courts at the middle school in Hailey that are also run by the school district. Nearly eighty percent (80%) of the children on the two local high school tennis teams have come up through the programs offered at the four courts at Atkinson Park as well as the eight courts at the previous Warm Springs Ranch.

Golf: The Parks Department currently offers a limited schedule of summer golf programs primarily due to facility limitations. Golf continues to be the second most-popular program (behind tennis) offered

through the Parks Department. The following is a summary of current programs offered and supplemental details:

- Six (6) golf programs for 2nd-10th grades (200 participants).
- One (1) annual junior tournament in June at Bigwood Golf Club (30 participants).
- Three (3) out of town excursions to other golf courses (30 participants).

The use of the Warm Springs Ranch and Bigwood golf courses has been valuable for the Parks 6th -10th grade program. Costs of these programs are minimal as well: Forty dollars (\$40) for a ten (10) class session with 1½ hr long classes. Participants in the 6th-10th program receive a Bigwood Season Golf Pass. Ten (10) youth-staff are hired to teach and coach the children in the Summer Golf Program. Many of the children that have participated in the Parks program presently play on the Wood River and Community School's golf teams.

There are currently four (4) golf courses in the North Valley that are either public or private.

Bigwood Golf Club at Thunder Spring is public (\$42 9-hole rate). Sun Valley Golf Course is public (\$80 9-hole rate); Elkhorn Golf Course is semi-private (\$185 18-hole rate), and has not been supportive of junior play. The Valley Club is private.

Currently, Bigwood Golf Club at Thunder Spring (\$25 All day Junior rate) is the only course in the valley that is a viable and economical option for our youth to play. Bigwood has historically been very generous with their acceptance of the Parks golf program, but tee times are very hard to come by during peak season in the summer. The City has been able to stage the annual Junior Chuck Gates tournament for junior golfers and usually attracts around 30 players.

Warm Springs Golf Course was an ideal type of course for junior golfers as well as a valuable public recreation amenity with affordable greens fees.

As related to golf, Parks Department Staff recommended the following:

1. Public use for the golf course to be published seasonally in the paper.
2. Locals shall have the ability to purchase passes.
3. Two (2) tee times shall be allowed back to back.
4. A twilight pricing plan shall be available for locals.
5. The course shall be walkable if desired.
6. Regular access for the Park's Junior Golf Program in the summer with passes available.
7. Endowment shall be set up by the developer unless sufficient access, facilities and programs are made available.

Specific comment by the Parks Department has been provided on the Warm Springs Ranch Recreation Program and proposal as a whole related to public recreation. Staff recommended the following requirements:

1. If new courts are constructed off-site with an in-lieu donation, they shall be available to the public just as the previous Warm Springs Tennis Club.

2. A \$500,000 donation (in-lieu of tennis) for the (six) 6 court construction with a clubhouse/restroom facility. This recommendation of an increased donation places into consideration the net loss of two tennis courts (active) and the current lack of land available for construction and that acquired or shared land is still necessary to build the courts.
3. \$7,500 annually for a recreation program endowment to be used towards renting courts, and hiring tennis professionals to teach our youth.
(A bid for six tennis courts totaling approx. \$335,000, dated April 9, 2008, from Valley Paving in Bellevue, Idaho has been submitted part of Department comment, found in Attachment 3).

Staff recommended that as the Commission reviewed this standard they should consider the in-lieu donation and whether a net loss of two (2) tennis courts (8 existing decommissioned) and the current lack of land available for construction of tennis courts should be offset in the difference between the aforementioned bid and the \$500,000 recommended donation (in-lieu of tennis).

As related to golf, Parks Department Staff recommended the following:

1. Public use for the golf course to be published seasonally in the paper.
2. Locals shall have the ability to purchase passes.
3. Two (2) tee times shall be allowed back to back.
4. A twilight pricing plan shall be available for locals.
5. The course shall be walkable if desired.
6. Regular access for the Park's Junior Golf in the summer with passes available.
7. Endowment shall be set up by the developer unless sufficient access, facilities and programs are made available.

The Parks Department has commented that with construction of this type of resort, there will be additional "guest impacts" on the existing active and passive City recreational facilities. People come to this area to recreate and enjoy their lives outdoors. Visitors to mountain towns love to play tennis and golf and we do not currently have the space to accommodate those visitors with our existing facilities.

The Commission found that a range of \$300,000-\$500,000 is adequate mitigation for the loss of active recreational facilities. The Commission recommends that the exact amount should be determined during City Council deliberations and in the Development Agreement. Additionally, the Commission found that the public access to the golf course as proposed by the Applicant on June 10, 2008 was sufficient with the addition of a twilight pricing and replay rates.

The Commission found that the \$7,500 annually for a recreation program endowment to be used towards renting courts, and hiring tennis professionals to teach our youth was not necessary and the economic contribution for recreation is sufficient in the lump sum donation as determined by the City Council during negotiation of the Development Agreement.

The Council found that a contribution of \$500,000 is adequate mitigation for the loss of active recreational facilities. The Council determined that the timing of this donation should be outlined in the Development Agreement. Additionally, the Council found that the public access to the golf course as proposed by the Applicant was sufficient.

CONCLUSION: "Adequate recreational facilities" have been provided. Provision of adequate on-site recreational facilities have been provided in the form of the golf course, including public use of the course as outlined herein. On-site daycare is not a requirement.

14. **There shall be special development objectives and special characteristics of the site or physical conditions that justify the granting of the PUD conditional use permit.**

FINDING: This standard allows the Commission to weigh the various special development objectives and special site characteristics against the waivers requested in order to reach a determination if the benefits derived from the project exceed the modifications or waivers to zoning or other standards. This analysis of benefits includes all site planning decisions that preserve open space, cluster development, submit for LEED certified construction Certification, etc. Key special development objectives and special characteristics of the site are listed below. (Note that the Applicant has identified additional special development objectives in the February 11, 2008 submittal package, Section 1.4, Community Benefits). In this table, the objective has been grouped into a general category for discussion purposes only.

Table 17: Special Development Objectives

Special Development Objective, special Characteristics of the Site or Physical Conditions	Type of Objective	Where Analyzed in this Report
Iconically Designed, Core Hotel operated at industry acknowledged 5-Star standards with a minimum of 120 units ("hot beds/keys")	Economic	Attachment 6, Caplan Fiscal Report; Attachment 5, Ketchum Comprehensive Plan
Conference Space (13,000-20,000 sq. ft.)	Economic	Attachment 6, Caplan Fiscal Report
Approx. 35,000 sq. ft. of Workforce Housing	Social	Attachment 5, Ketchum Comprehensive Plan; Attachment 7, Ketchum Zoning Code
Approx. 54 ac. passive open space	Environmental, Aesthetic	Attachment 5, Ketchum Comprehensive Plan; Attachment 7, Ketchum Zoning and Subdivision Code; Standards 8 and 11 herein
Active Open Space: Program for semi-public use of a 9-hole executive par 3 golf course	Recreational; Economic	Attachment 5, Ketchum Comprehensive Plan; Standard 12 herein
Active Open Space: Contribution of \$500,000 towards loss of 8 private tennis courts with semi-public use	Recreational; Economic	Attachment 5, Ketchum Comprehensive Plan; Standard 12 herein
Additional Nonmotorized Trails	Recreational; Economic	Attachment 5, Ketchum Comprehensive Plan; Standard 12 herein
Restoration of Warm Springs Creek and upland wildlife	Environmental; Aesthetic; Recreational	Attachment 5, Ketchum Comprehensive Plan; Attachment

corridors		7, Zoning and Subdivision Code; Standard 8 herein
Improvements to deficiencies to Bald Mtn. Road by rerouting Bald Mtn. Road through the project	Health and Safety	Attachment 5, Ketchum Comprehensive Plan; Standard 6 herein
Sustainable Design/ Green Building Practices	Environmental	Standard 14 herein
Trail Enhancement and Connectivity: \$115,000	Recreation; Environmental	Standard 12 herein

The waivers requested to achieve these special development objectives are listed at the beginning of the Staff Report. The Commission found that the most significant waiver requested is the height waiver. The Winter Study, Attachment 8, notes that the height itself is not the primary issue; the issue is the distribution of bulk on the site, and overall building length. The Winter Study suggested some ideas for modifications to bulk and mass that could mitigate the impacts of the proposal. These are found on page 27-31 of the report. Ideas from the report include breaking up the hotel into separate masses. If an “iconic” structure is desired this can still be accomplished with multiple buildings and a primary structure with smaller complementary buildings around it. Programmatically, the Winter Study suggests that the secondary buildings could serve as the different residence wings for the hotel rooms. This approach would work best with a cluster of three or more buildings, which would enable views through the site and break the mass. If the hotel is developed as one structure then the massing proportions could be modified. The majority of the mass could be on the lower levels (B2 through Floor 3 or 4) and the mass on the upper floors could be sized and arranged to give the appearance of separate building masses. This should include a stepping down of the building height (and mass) towards the edges, especially along the creek. One goal would be to provide views through the complex in several locations. A combination of methods to achieve this goal was found to be appropriate by the Commission. These include:

- Imposing a maximum percentage footprint for upper floors, as described in recommended Condition of Approval #5, text for the Tent Diagram, Drawing A6.
- Articulation of building walls, also outlined in Condition #5.
- Overall maximum square footage established for the core hotel building(s).
- Description of building blocks to articulate the Core Hotel Building. The Commission found that the core hotel building (s) may be attached for practical purposes of operating a hotel, but that the design needs to include an iconic, recognizable mass which reads as the primary structure with several distinct step-downs in mass.
- Maximum Horizontal dimensions
- Maximum Vertical Dimensions
- Maximum Roof Lengths
- Maximum Building Heights

The Commission discussed on several occasions the issue of whether upper floors of the core hotel building should be required to be "hot beds/keys", i.e., rooms or units that meet the City's definition of Hotel. In summary, the Commission stated a goal that upper floors of the primary hotel building read like a hotel, and that they not be "dark," or perceived as empty residential units.

The Commission also discussed the concept of a "designated 5-star hotel" as a Special Development objective. The Commission determined that it was infeasible to impose this as a condition on this or any other development project, since the City has no authority to control the designation of the 5-star standard. The Commission directed Staff to modify the Development Agreement to require the project to be operated at industry acknowledged "5-star standards".

The Council discussed the concept of a "designated 5-star hotel." The Council determined that it was infeasible to impose this as a condition on this or any other development project, since the City has no authority to control the designation of the 5-star standard. However, the Council directed the Applicant to modify language in the Development Agreement to require the project to be operated at industry acknowledged "4 or 5-star standards" and have standards in place as a guideline.

CONCLUSION: There are special development objectives and special characteristics of the site or physical conditions that justify the granting of the PUD conditional use permit.

15. The development will be completed within a reasonable time.

Finding: The Applicant has submitted a revised narrative and graphical Conceptual Development/Phasing Plan as part of the May 9, 2008 Updated Application Submittal package; Section 2.8 and Exhibit 2.8. More details will be provided during the Design Review process and once an operator has been determined.

The Commission found that this standard is comparable to Standard #10 and the extent of the construction process (including phasing) shall be further analyzed during the design review process. This standard shall match the findings of Standard #10 in that the actual duration of the phases and overall construction should have maximum time limits established. The Applicant stated at the July 1, 2008 meeting that the more realistic estimates on construction phasing will be dependent upon the duration of the Design Review process.

The Council found that this standard is comparable to Standard #10 and the extent of the construction process (including phasing) shall be further encapsulated in the Phasing Plan developed as a part of or coinciding with Design Review. This standard shall match the findings of Standard #10 in that the actual duration of the phases and overall construction should have established components and time frames regarding the permitting and development process.

CONCLUSION: The development will be completed within a reasonable amount of time.

16. That public services, facilities and utilities are adequate to serve the proposed project and anticipated development within the appropriate service areas.

FINDING: The Applicant has stated public utility easements will be provided where necessary and within the rights-of-way of the new roads proposed on the property. Utility easements of 40 feet will coincide with the private roadways.

The following public services and facilities should be addressed:

Roads and nonmotorized needs: (See PUD Evaluation Standard Number 6). The City Engineer, Steven Yearsley, has provided comments which are included in Attachment 3.

Comments from the City Engineer include:

- A roundabout at Warm Springs Road and Flower Drive is the preferred alternative over a standard intersection; this provides traffic calming, safer access in and out of the resort and fits the City's ideology of context sensitive solutions. Additional right-of-way to be obtained from two adjacent property parcels for construction of the roundabout.
- Bald Mountain Road should be vacated.
- On-site Workforce Housing Parking numbers are low; provisions should be demonstrated for increased employee parking.

Comments from the Street Department are anticipated during the design review process. Mountain Rides submitted a memo to the Applicant on March 31, 2008, to outline their concerns and initial preferences for bus stop locations. The Applicant also supports a collaborative effort with Mountain Rides. Further detail on Mountain Rides is included below in the Transit Service section of this Standard.

The City Engineer has reviewed the updated Warm Springs Traffic Study incorporated in the November 3, 2008 and December 16, 2008 Updated Submittals, and the estimated average daily trips for the proposed Warm Springs Ranch Resort. The project's impact and necessary improvements on Warm Springs Road shall be deliberated by the Council and incorporated into the Development Agreement.

Transit Service: Public transportation is currently provided to the proposed project area and the larger Warm Springs Road corridor by Mountain Rides throughout the year with different schedules for winter, summer and off-peak seasons. The winter schedule (Thanksgiving to mid-April) runs on 20-minute headways, the summer bus schedule (June through August) runs on 30-minute headways and the off-season (shoulder seasons) runs hourly. In the vicinity of the WSRR project, the westbound bus stop is located immediately west of Four Seasons Way and the eastbound bus stop is located in the vicinity of Geezer Alley.

Mountain Rides will inevitably become a valuable link for the project proposal due to the local and Down Valley service. It is anticipated that 50% of the workforce will be housed on-site and an additional 40% will be incentivized to park off-site and use transit. It is anticipated that the townhouses, villas and restaurant (employees) will use transit at the 4% level. Some of the resort guests may choose to ride the local transit system as well.

The Applicant has discussed several options with Mountain Rides to provide service to the proposed project, including, a three level approach to the transit needs of the project patrons, employees and guests. That approach includes:

1. Shuttle Service to/from the airport
 - a. This shuttle service would be exclusive from the proposed project to and from the airport.
2. Demand Based Shuttle Service
 - a. This would be an on-call (demand based) shuttle service that would move people from the proposed project to a desired destination. This service would be phoned in and the guest picked up or dropped off to various parts of the city as requested.
3. Current Bus Service
 - a. The current bus service could be used and possibly expanded to meet the needs of the resort and the growing needs of the community at large, e.g., shift changes could be serviced more frequently at the resort.

Additional comments from the Applicant include:

Bus Service is anticipated to be expanded and Shuttle Service may be implemented through or independent of Mountain Rides. If Mountain Rides is unable to implement this service the Applicant will do so independently. Discussions are on-going with Mountain Rides in regard to Demand Based Shuttle Service. Mountain Rides is currently re-evaluating their bus service routes and schedules in response to the potential impact of the project proposal.

Staff and the City Engineer recommended that transit stops on Warm Springs Road in the vicinity of the resort would be necessary and very beneficial to promoting alternative modes of transportation and promote ridership for Mountain Rides. Staff also concurred with recommendations from Hales Engineering and Mountain Rides that:

- A westbound stop west of Flower Drive and an eastbound stop east of Flower Drive, in front of the resort, is best suited for the project.

Section S.8 of the May 9, 2008, Updated Application Submittal provides conceptual details of the location of a preferred transit stop, with the City of Ketchum determining the exact location. Including in the Updated Submittal (Section 7.11) is a letter dated April 25, 2008, from the Applicant's transportation and traffic engineer, Ryan Hales, of Hales Engineering, to Mountain Rides Executive Director, Jason Miller, regarding Applicant's commitment to work cooperatively with Mountain Rides.

The Commission recommended that further research be performed on bus stops in other Mountain Towns, specifically the Tahoe area.

The Council found that transit stops should be located on Warm Springs Road. Further design details and specific location to be determined as a part of Design Review.

Sewer Service: On behalf of the City of Ketchum, Brad Bjerke, Pharmer Engineering, reviewed the impact from the development on the City's sewer collection system and wastewater treatment plant. The review was based on previous submittals. The Updated Application Submittal (May 9, 2008) was not

reviewed; however, there were no substantial changes noted that would significantly affect the previously calculated flows and subsequent impacts to the collection and treatment systems. As such, the data summarized below may be different based on the current proposal but still provides background information as to the approach taken when analyzing the sewer system.

Mr. Bjerke's comments included:

- Collection system – he proposed project flow can be accommodated with the existing facilities and no off-site improvements are recommended.
- Treatment Capacity – the proposed property wastewater load has been accounted for in future growth for the wastewater treatment plant; no improvements or additions are suggested to the wastewater treatment plant as a result of this development.

Rerouting of the 10-inch sewer line below the resort hotel (Sheet E.3.2) is much better for access and maintenance. The City will need to insure that vehicle access to each manhole is possible via a roadway or other stable alternative.

Additional comments from Steve Hansen, Utilities Manager, dated April 18, 2008, are located in Attachment 3, and are summarized below:

- While the proposed Warm Springs Ranch Resort development will impact the City's existing and future ability to provide adequate water and sewer service to all customers, the City has the basic capacity to serve this development as proposed.
- The cost for a new water source, less the expense for additional water rights, is approximately \$905,000. The City has already expended \$40,000 in studies and improvements to the water and sewer systems related to Warm Springs Ranch. While Warm Springs Ranch Resort is not solely responsible for the needed improvements, Staff believed that the Applicant is fiscally responsible for at least a portion of them. An adequate method for determining the Applicant's share will need to be determined, and provided for in the Development Agreement.
- The basic utility plan submitted by Psomas Engineering shows a general view of some relocated existing water and sewer main lines. These plans are not detailed in any way; however, the basic concept is approved. Final approval of all proposed water and sewer lines, and changes to existing lines, will come after detailed drawings have been submitted to IDEQ and the Ketchum Utilities Department for review and comment.

Water Service: Preliminary comments dated November 15, 2007, from the Utilities Department are included in Attachment 3. New comments from Steve Hansen, Utilities Manager, dated March 18, 2008, are also included in Attachment 3, and are summarized below.

Utilities Department comments include:

- The City has the basic capacity to serve this development as proposed in the application
- Recently completed improvements, as well as future improvements are needed to continue to provide adequate water service to all customers of the municipal water system, including Warm Springs Ranch.
- The JUB Engineering report provided by Tracy Ahrens indicates that the City needs additional water storage in the Warm Springs vicinity, and the addition of a new water supply well to satisfy

the IDEQ requirement of meeting our peak day demand with our largest well offline. The addition of the Warm Springs Ranch Resort development amplifies both of these needs. Mr. Ahrens report also points out the need to loop the City's existing 12" water mains in the vicinity of the development.

- In 2005, the City studied the impacts of the proposed Warm Springs Ranch Resort development on the water and sewer systems and it was determined that improvements were necessary at the Warm Springs Booster station to accommodate proposed domestic, irrigation and fire flows.
- The addition of Warm Springs Ranch Resort would reduce pressures to existing water system customers, prompting the need for improvements to the 150hp booster pump. The City invested approximately \$40,000 into these improvements with the commitment of being reimbursed by the former Warm Springs Ranch developers, which did not happen when the project ceased. This cost should be recouped at this time.
- The proposed Warm Springs Ranch Resort development will impact the City's existing and future ability to provide adequate water and sewer service to all customers.
- Furthermore, the installation of a new 12" looped water main line between the upper and lower 12" water mains in the area should be the responsibility of the developer.
- The Applicant should transfer its irrigation water rights to the City for its water needs and the City shall deliver surface irrigation to the project.

The Applicant has supplied a response letter from Psomas, dated January 2, 2008, found in section 7.6f of the Updated Application Submittal on May 9, 2008, addressing Steve Hansen's comments.

The transfer of existing water rights from the Applicant to the City and other associated issues will be determined in the Development Agreement.

School District: Warm Springs Ranch Resort is projected to generate relatively few public school age children. There may however be school children generated by some of the new workforce housing units. It is estimated that approximately 220 new primary jobs will be created as a result the proposal. Excluding employees who live on-site in single room occupancy units, it is estimated that 118 employee households (including off-site jobs) have the potential to generate school children.

Blaine County School District has developed a formula for the impact relating to new subdivisions across Blaine County. A generation rate of 0.2 public school age children is used for the Ketchum/Sun Valley area. Details, comments and the formula from Mike Chatterton, Business Manager of the Blaine County School District (BCSD) are included in Attachment 3, and are summarized below:

- In subdivisions where a new school site is not warranted, the BCSD is asking for building lots.
- The formula is based on the number of lots proposed in the subdivision and the impact said subdivisions will have on enrollment and staffing.
- Assumptions are made with reference to value of land per acre as well as current market value of lots in the proposed development.

The BCSD feels the financial and student impact of the proposed Warm Springs Ranch Resort will be minimal, and therefore, will not be asking for anything from the development.

Telecommunications (phone, cable, internet): Will serve letters have been routed to dry utilities by Psomas Engineering for the applicant. The following will be the providers of dry utilities to the proposed project:

- Electric – Idaho Power
- Natural Gas – Intermountain Gas
- Telephone – Qwest Communications
- Cable Television – Cox Communications
- Internet – TBD (Cox and/or Qwest)

In response to the individual memos (will serve letters), each provider has guaranteed service to the entire project. Copies of the letters were included in the formal application submittal in Part 3, Appendix, Section 8 – Utility Service Providers' Letters.

Parks and Recreation: (Comments from the Parks Department are included in Attachment 3). Existing recreational details, including active and passive parks and recreation program participation numbers for golf and tennis are included in Attachment 3. A current bid for six (6) tennis courts has been submitted as a part of the Parks Department comment.

The Department places a high priority on “no net loss” of recreational facilities in reviewing PUD and annexation proposals.

- The eight (8) tennis courts located at Warm Springs Tennis Club were an integral part of the active recreational facilities available to City residents. If courts are constructed off-site with in-lieu donation, they will be available to the public.
- A reasonable location within the City for additional tennis courts shall need further examination and possibly scoping for a public-private venture or a long-term lease of land agreement on existing land. This is mainly due to the loss of land for other needed active recreational purposes.
- Staff recommends a \$500,000 in-lieu payment for the construction of the six (6) courts including a clubhouse/restroom facility (A bid dated April 9, 2008, from Valley Paving has been submitted as a part of Department comment and can be found in Attachment 3).
- A junior tennis and golf endowment shall be set up by the developer unless sufficient access, facilities and programs are made available.
- The proposed passive recreation proposed on-site by the applicant would not result in a net gain of recreational facilities by the City.

The Commission found that an economic contribution with a range of \$300,000-\$500,000 would mitigate impacts to active recreation. It was decided that the exact amount determined will be reviewed during City Council deliberations and in the Development Agreement. Additionally, the Commission found that the public access to the golf course as proposed by the Applicant on June 10, 2008 was sufficient with the addition of a twilight pricing and replay rates.

The Commission found that the \$7,500 annually for a recreation program endowment to be used towards renting courts, and hiring tennis professionals to teach our youth was not necessary and the economic contribution for recreation is sufficient in the lump sum donation as determined by the Applicant and City Council during negotiations in the Development Agreement.

The Council found that a contribution of \$500,000 is adequate mitigation for the loss of active recreational facilities with the timing of the payment of this donation to be specified in the Development Agreement. Additionally, the Council found that the public access to the golf course as outlined herein is sufficient to meet this standard.

General Government: No comments received from the City Administrator.

Police: Comments from the Police Chief, Cory Lyman, have been incorporated as a part of PUD Evaluation Standard Number 7, Section c., which is related to public safety and the City's responsibility of development in the avalanche zone. This impact, combined with the red and blue avalanche slide path that must be crossed to reach this particular site, have resulted in a Staff recommendation that the building site be moved to the northwest, out of the avalanche zones and closer to the more developed portions of the property.

The Council determined that the Applicant's proposed location of the residence in Block 8 is feasible given that appropriate guidelines regarding avalanche hazard and environmental sensitivity are incorporated into the Development Agreement.

Fire: Preliminary comments from Fire Chief, Mike Elle of the City's Fire Department, dated March 31, 2008, are included in Attachment 3, and are summarized below:

- Concern about the very unlikely, but possible avalanche hazard in the event that vegetation on the slopes above the project changes.
- Section D104 of the 2006 International Fire Code requires three (3) means of fire apparatus access to the main hotel building in this project.
- The landscape plan in the submitted drawings shows trees impinging on required road widths. Consideration to maintaining required road widths overhead clearances for emergency vehicle access needs to be documented.
- The project is in close proximity to heavy wildland fire fuels. Extensive planning for the prevention of fires, including types of construction, and emergency plans for public safety need to be provided.
- Since the building will be classified as a high-rise due to height of the core hotel building, it shall be constructed and protected as such by the 2006 International Codes.
- The Fire Department is concerned about emergency access to all buildings and lands during the construction of the project. A meeting with all public safety departments and a complete construction mitigation plan will be required prior to commencing any site work on this project.

The Applicant has supplied a response letter from Fire Protection Solutions, dated April 23, 2008, found in Section 3.1 of the updated submittal on May 9, 2008, addressing Chief Elle's Memo.

The Fire Chief provided details concerning existing fire issues surrounding the 2006 International Fire Codes and that the proposed design sufficiently meets those standards.

Building: Preliminary comments from the Building Department are in summary and as follows:

- A proposal of this size will impact the Building Department's ability to provide services related to permit review time, inspection scheduling and manpower.

- The project will generate the need for an additional internal certified plans examiner or these services would need to be outsourced.
- A study has been requested regarding the Building Department's ability to ensure proper building and mechanical code enforcement.

Housing: The Blaine County Housing Authority (BCHA) has commented on the application in regard to the Applicant's Workforce Housing Plan. Jim Frackrell, Director of the BCHA, has provided preliminary comments in a memo dated May 16, 2008, and are in summary as follows:

The BCHA requests additional information to complete their review of the Workforce Housing Plan submitted by the Applicant and is in summary as follows:

- Wage/salary range and a breakdown the number of employees within the aforementioned classifications.
- Information on type of housing provided per employee classification.
- Costs incurred in rent (and utilities) and transportation/parking by employees.
- Details on anticipated lease terms/rental agreements for on-site employees.
- Anticipated transport and parking scenarios for both on-site and commuting employees.

Further, the BCHA recommends the Applicant review and comment on the BCHA's 2008 Community and Employee Housing Guidelines.

Additional detail and Staff recommendations on the proposed Workforce Housing Plan can be found in Attachment 7, Section e. Employee Housing Plan. Specific requirements related to the Workforce Housing Plan will be incorporated into the Development Agreement. The Applicant has conveyed that as part of the Design Review process a discussion of the Workforce Housing Plan will be undertaken.

The Commission found that the Applicant need not use the recommendations of BCHA as rigid requirements or submit the plan directly to the BCHA when developing the Workforce Housing Plan. The BCHA should be used mainly as a resource for developing the plan and the Staff recommendations will be used for primary review and direction.

The Council recommended that stringent design requirements, consistent with the BCHA design guidelines regarding the interiors of units, should be followed. These requirements should also conform to language in the Workforce Housing Plan and as referenced in the Development Agreement. The Council determined that the BCHA guidelines be used solely as a reference source and that exterior design requirements be evaluated by the Commission during the Design Review process.

Power: The City has not received comments from Idaho Power due to the following comments below.

The Applicant has conducted preliminary discussions with Idaho Power regarding the proposed project. Idaho Power cannot provide any preliminary estimates until the Applicant provides them with a projected load for the site. The Applicant cannot provide a projected load until they know the outcome of our PUD application.

Additional comments are based on the Applicant's conversations with Steve Gutches, Sr. Facilities Representative, held primarily on January 8, 2008.

The resort entrance configuration (roundabout or stop controlled) will ultimately drive the location where the Idaho Power facilities will enter the property. The current facilities on the poles running along Warm Springs Road are double circuit distribution circuits and they are close to maxed out. With the previous application, Idaho Power was looking at ways to reconfigure their circuits at the Sun Valley substation to provide Warm Springs Ranch with service. That process was not completed once the application was no longer under consideration.

The Applicant also inquired about the cost to underground the power lines. This has proven to be another situation where Idaho Power cannot provide an acceptable estimate until they know the projected load and how the development will be provided with service. Staff recommended that there should be no new above ground power poles in any location as a result of this project.

As the Applicant moves into the Design Review phase of this application, they should solidify the project proposals' electricity requirements. Project loads can better be provided by the Applicant and Idaho Power can begin evaluating their current system and engineering design to service the project proposal.

The Commission found that in no circumstances should any new above-ground power lines be permitted to provide power service to this project, and that existing above ground power lines should be reviewed for the potential to be undergrounded. The Applicant stated this would be considered.

The Council found that all new power lines serving the project, both on and off-site, should be undergrounded, consistent with the adopted Franchise Agreement.

Mail: The Commission found that a mailroom inside the resort should be considered for guests and residents to offset the impact of the development on community postal services.

The Council found that public services, facilities and utilities are adequately addressed with further deliberation to occur regarding impact fees from these services during review of the Development Agreement.

CONCLUSION: Public services, facilities and utilities are adequate to serve the proposed project and anticipated development within the appropriate service areas.

17. That the project complies with all applicable ordinances, rules and regulations of the city of Ketchum, Idaho except as modified or waived pursuant to this subsection A.

Finding: In concluding their evaluation of the 17 PUD standards of review, the Commission made the following Findings:

- The Tent Diagram and related text serves as a Framework for the Design Review process, and is the appropriate regulatory tool at the PUD stage. The setbacks imposed by the Tent Diagram and text are significant, and are greater than are required of other projects in the zone districts under consideration. The Commission determined that the increase of 59,531 square feet proposed on December 2, 2008 does not impact this finding.

- This approval is predicated on Design Review, and the Design Review process is a very important step in the execution of the parameters imposed by the Tent Diagram and related text. The Commission anticipates an “exceptional” design to come forward in the Design Review process. The Commission noted that Design Review will become even more important if the possible square footage increase inside the Tent is utilized.
- The Tent Diagram, Drawing A.6 and related text creates view corridors through the project which protect significant public views. These view corridors are respected in the November 3, 12, and December 2, 2008 Resubmittal materials.
- Building heights outlined in the Tent Diagram are appropriate given the unique characteristics of the site, including the over 2,000 foot backdrop of Bald Mountain which frames the property. The recommended building heights have been modified through the process based on the analysis of Staff and consultants, and by public input. Condition #5 places limitations on the amount of floor area permitted for the highest portions of the building, allowing for the creation of an iconic mass that reflects the character of the area. See also analysis under standard #7 for further discussion of possible buildings within this area.
- The total Floor Area proposed is within the requirements of the Tourist Zone, and a waiver to maximum floor area has not been requested. The December 2, 2008 Resubmittal materials request a maximum FAR of 1.43 for the Tourist-zoned areas in Block 1 and the GR-L and unincorporated areas within this Block. As noted in Standard #5, the GR-L zoning is not computed by FAR, so a waiver to maximum floor area has not been requested for this zone.
- Public health, safety and welfare issues related to the project can be mitigated as outlined throughout these findings.
- The Applicant is to be recognized for the extensive public outreach conducted outside of the City’s public hearing process.

With respect to the Waivers requested, outlined in Table 2 of these Findings, the following findings are made:

- The waiver request to Zoning Code Section 17.52.010.L2 is not detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area based on the Findings herein, including: all of the Analysis in the Staff Reports and attachments, specifically the Massing Study prepared by Winter and Company; specific analysis of the unique characteristics of this site and the backdrop of Bald Mountain; proposed setbacks which are greater than those required of the underlying zone; the fact that the overall Floor Area proposed is under the maximum permitted in the zone; and the recommended Conditions of Approval;
- The waiver request to Zoning Ordinance 17.08, Definition of Hotel is not detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area based on the Findings herein, including: the Commission’s finding that the intent of the definition has been met; that employee housing will be provided in excess of the minimum requirement; that the excess employee housing in conjunction with the dedicated housing revenue stream and housing assistance plan described in these findings mitigates impacts to community housing. that a

minimum of 120 hotel rooms which meet the definition of Hotel will result from this project, and that these rooms will increase on a sliding scale proportional to any increases in building size up to a maximum of 5% for Block 1; and the recommended Conditions of Approval;

- The waiver request to Street Standards Chapter 12.04 is not detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area based on the Findings herein, including: that additional lands will be provided for snow storage; that the proposed Road #1 will provide for a safer solution for the entire neighborhood; and the recommended Conditions of Approval;
- The waiver request to Zoning Code Section 17.116.080 is not detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area based on the Findings herein, including: that most PUD's approved by the City over the last 10 years have requested a longer time frame for completion; that the scope of the project, even if phased, will require multiple years to complete; and the recommended Conditions of Approval.

In concluding their evaluation of the 17 PUD standards of review, the Council concurred with the above Commission noted Findings.

CONCLUSION: This standard has been met.

M. ZONING DESIGNATION AND SUBDIVISION STANDARDS.

The Commission also considered and evaluated the application under the following zoning designation and subdivision standards. A discussion of the application in relation to these standards is found in Attachment 7 (Zoning Code and Subdivision Preliminary Compliance Review) to the Staff Report.

The Council considered and evaluated the following zoning designation and subdivision standards.

Chapter 17.52: Tourist Zone

17.52.010. H.3 Hotels

3. Hotels: Hotels which meet the definition of Hotel in Chapter 17.08 may exceed the maximum floor area and height or minimum open site area requirements of this chapter subject to the following review process:

a. A Planned Unit Development shall be prepared for the proposal and approved by the City which specifically outlines the waivers to bulk regulations requested.

This project is being processed as a Planned Unit Development. Waivers to bulk regulations are found in the Applicant's Updated Application Submittal of May 9 and May 12, 2008 and Section 6 of the PUD Staff Report.

b. A subarea analysis shall be prepared which addresses the Comprehensive Plan designation for the subarea; impacts of the proposed hotel on the character and scale of the surrounding neighborhood; impacts on proposed height and mass relative to the City's

Design Review Standards and the PUD Standards, and the appropriateness of the subarea for a hotel which exceeds the bulk requirements of this Section.

Attachment 8, Winter and Company Massing Analysis, is a subarea analysis of the area. This report describes the unique characteristics of this part of the City with respects to the mountain backdrop and change in grade. Comprehensive Plan policies are outlined briefly this report, and more fully in Attachment 5, Comprehensive Plan Analysis.

Design Review standards are not proposed to be analyzed at this time. Section 16.08.070.D of the PUD Ordinance gives the option for Design Review to be conducted at a later date after the PUD is considered. The Commission found that this approach was appropriate given the size of the redevelopment. This approach was also used by the City for the Bigwood PUD and the Thunder Springs PUD.

The Council concurs with the Commission finding in that Design Review shall be conducted at a later date after the PUD application is heard.

- c. For hotels developments, Community Housing calculations apply to all residential units. However, 100% of the Community Housing requirement will be waived only for the residential portion of Hotel Projects that meet the Hotel definition adopted by the Ketchum City Council provided the project obtains a complete building permit prior to June 1, 2010.**

The City has recently modified the definition of Hotel as follows:

"Hotel" means a building designed and used for overnight occupancy by the general public on a short term basis for a fee. Hotels shall include adequate on-site food and beverage service with kitchen facilities, common reservation and cleaning services, meeting room space combined utilities, on-site management and reception services, access to all sleeping rooms through an inside lobby supervised by a person in charge no less than eighteen (18) hours per day, and where appropriate, adequate on-site recreational facilities. Unless otherwise approved by the City council, occupancy periods of a Hotel, or unit thereof, by any one person or entity with an ownership interest in the Hotel, or unit thereof, shall not exceed 30 consecutive days or exceed 90 days within any calendar year, regardless of the form of ownership. Occupancy periods for persons or entities with no ownership interest (e.g. vacationers) shall be limited only by the 90-days per calendar year requirement. A hotel room which includes cooking facilities shall not be considered a dwelling for the purposes of density, area and bulk regulations of this Title and other land use regulations. For the purposes of granting height and density bonuses, a A hotel building may contain other residential uses not used in connection with the Hotel operation, so long as the total gross square footage of the hotel rooms, associated common areas, and other hotel uses outlined above comprises seventy five percent (75%) or more of the entire project's gross square footage.) Parking which meets the definition of Gross Floor Area shall not be counted towards the seventy five percent (75%) calculation ~~those uses does not exceed twenty percent~~

~~(20%) of the sleeping rooms and/or sleeping units unless otherwise approved by the Council.~~

The November 12, 2008 letter (Attachment A) from the Applicant describes several product types that will be part of the Warm Springs Ranch Resort: Hotel Rooms, Condo Suites, Residences and Fractional Units. (Townhouses and Villas are also part of the project, but not discussed in this Attachment). The Applicant has committed to providing the same number of "hot bed/keyed" rooms that meet the City's definition of Hotel as was considered by the Commission originally. However, the type of room may vary as outlined in Attachment C of the November 12 and December 2, 2008 Updated Submittals. The analysis below demonstrates how these products relate to the City's definition of Hotel:

Hotel Rooms: considered "hot beds/keys," meets City's definition of Hotel. Considered a traditional hotel room in that one owner owns the entire group of rooms. These rooms are subject to local option tax. Attachment C of the November 12, 2008 Updated Submittal states that 0 to 60 traditional hotel rooms may be provided.

Per the December 2, 2008 Updated Submittal, the Applicant has committed to a minimum of 120 hot beds/keys. The Applicant is requesting a 5% increase in Block 1 square footage from what was approved per the Commission's July 31, 2008 Findings of Fact. The Applicant has additionally committed to a 5% proportional increase in the number of hot beds/keys. There is no indication of increasing the square footage outside of Block 1. The Commission has recommended approval of the 5% increase in Block 1 square footage.

Condo Suites: As noted in the November 12, 2008 Updated Submittal, Condo Suites, as the Applicant has defined them in the submittal process, are interchangeable with hotel rooms. They both generate hot beds/keys. Condo suites, as described in Attachment A, can be considered hot beds/keys if the developer agrees to include the suites in the short term rental pool for no less than 275 days per year, or out of the rental pool for 90 days maximum. Additionally, owners shall be limited to a maximum of 30 consecutive days of stay.

These condo suites are configured to contain approximately 2.4 keys per unit. The units range from approximately 1,120 to 2,800 square feet, averaging approximately 1,910 square feet per unit. Per attachment C, there would be a range of 36,400-142,800 square feet of this type of product, with a range of 46-180 keys, which equates to 19.6 to 75 suites. ($\text{Keys}/2.4 = \text{suites}$). Disadvantages of this use include: (1) these units would not be subject to local option tax when owner-occupied; and (2) only approximately 85-95% of the owners on average agree to place these units in the rental pool (per the November 14, 2008 PKF letter), so more than 120 keys may be needed to achieve the 120 minimum hot bed requirement recommended by the Commission.

According to the Applicant, these units will generally garner a higher room rate. The Applicant has also provided details on national statistics and testimony from its hotel consultant, PKF, which demonstrate that Condo Suite participation in rental programs coupled with rental occupancies and periodic owner use generate higher occupancy numbers than Hotel Room occupancies. Condo suites are generally of a higher quality than traditional hotel rooms and thus yield a higher average daily rate. These units are designed to be in a rental program which allows a certain number days per year of personal use. Buyers are required to buy the units furnished with the "approved" furniture, fixtures and equipment ("FF&E") and the "approved" operating supplies and equipment ("OS&E"). Common in mountain resorts, this arrangement

allows the owner of the Condo Suite to justify the annual ownership expenditures of such units by offsetting these costs with potential rental income. The Applicant states that the purchase of these units is not an investment decision, but a lifestyle decision predicated upon the desire to have a place to "occupy" for a period time each year. These statistics and determination of condo suites as hot beds/keys is specifically described and confirmed in a letter to the City from PKF Consulting and is included as an attachment to the Staff Report and also included in Section 1.6 of the November 2008 Updated Submittal binder.

The Commission discussed the issue of condo suites versus traditional hotel rooms at its December 8, 2008 meeting, the primary issue being the loss of LOT tax revenue. Rich Caplan, the City's fiscal consultant, has estimated that if all 120 hotel rooms were held out of the short term rental pool for 90 days as permitted in the City's hotel definition, LOT tax loss would be \$35,588 per year, with an assumption of a room rate of \$250 and 65% occupancy. The Applicant letter of December 16, 2008 regarding community housing proposes a revenue stream derived from a real estate transfer tax described elsewhere in this report. The Applicant states in the letter that this revenue stream should mitigate any possible loss of LOT revenue resulting from condo hotels being used by owners. The Commission noted that the estimated LOT tax loss of +/- \$35,588 would be relatively insignificant.

Residences: Attachment A describes residences as larger units used for residential purposes. The Applicant calls these "warm beds" since, in their experience, 30-50% of these units are placed in a rental program. The City's hotel definition and the height bonuses permitted for Hotels do not provide a benefit for this type of product. Residences were recommended by the Commission at a total square footage of 99,515 square feet. The December 2, 2008 Updated Submittal requests a possible 5% overall increase in square footage in Block 1, with a commitment that the ratio of hot bed keys will remain the same as the project grows. In the proposal reviewed by the Commission, there were 120 hot beds/keys within the 560,615 square feet of Block 1. A proportional increase would mean that for every 4,672 square feet of Block 1 increase, one additional hot bed would be provided. If the entire 5% increase were utilized, an additional six (6) keys would be provided using a proportional formula.

Fractional units: Attachment A describes fractional units as a legally structured timeshare, generally falling within the industry standard of being in shares of 15 or less. The Applicant terms these types of units as "warm beds", as have other developers that have come before the City over the last year. The City's hotel definition and the height bonuses permitted for Hotels do not provide a benefit for this type of product. In the November 12, 2008 Updated Submittal, fractional product ranges from 0 to 52,600 square feet, as compared to 51,615 square feet in the Commission-recommended version of the project.

Commission Deliberation and Findings on the Hotel Definition

Attachment 2 to the Commission Staff Report dated January 7, 2009 contains a chart that shows how the City's definition of hotel is used to calculate how much of a project meets this definition, and how much additional Community Housing may be required. Also included in Attachment 2 is a chart prepared by the Applicant related to this definition.

The Hotel definition requires that at least 75% of a building be for hotel-related uses to apply for height variances. The Applicant is asking for a waiver to this definition based on the unique nature of the resort. The Council recognized that this project was somewhat unique when they adopted the Hotel definition, as noted in the minutes from the Council adoption hearing. Community housing must be provided for that

portion of a hotel project that is over 25% of uses that are not "hotel", such as warm and cold beds. The intent of the Council was that all projects in the Tourist and CC zones be treated equally in this regard.

The chart in Attachment 2 of the December 8, 2008 Staff Report walked through the calculation for the Community Housing requirement. It also noted where Staff and the Applicant used different calculations to address this issue. The Commission walked through this chart point-by-point at the December 8, 2008 meeting. At this point, square footages used in the chart are examples, since an actual building has not yet been designed. The Commission is recommending a methodology to the Council, and not necessarily an exact amount of Community Housing. This includes a discussion of whether the Villas are exempt due to the density being lower than .5 on this portion of the site. Staff recommended that this was a reasonable application of the definition. A further argument could be made that the entire project is exempt because the overall density of the entire project is lower than .5 FAR due to the open space provided. Staff is of the opinion that due to the intensity of uses in the core Hotel Building, it would be inappropriate to exempt the entire project from a discussion of the provision of Community Housing. The Commission found that the project should not be exempt from Community Housing requirements.

In making a recommendation to the Council on this project, the Commission felt that the additional Employee Housing, provided on-site by the Applicant, which was above the City's minimum requirement for housing 25% of the employees, satisfied this requirement. The Council asked the Commission to review this issue again in light of the changes requested by the Applicant. This includes revisiting the number of employees anticipated and the square footage needed to house these employees, as compared to the amount of square footage in Community Housing.

The December 16, 2008 letter from the Applicant outlines a new proposal to address community housing. The Applicant has proposed a revenue stream derived from a voluntary real estate transfer fee. The fee is applied upon conveyance of property interest. At the time of closing, 0.5% of the sale price for that unit or lot will be paid to a dedicated Community Housing fund. With an estimated first sale of all of the real estate within the project of \$600 million, the first sales on all of the real estate would generate approximately \$3 million towards that dedicated revenue stream. The Applicant is also requesting that 1) the City match this revenue stream from URA tax increment revenue derived from the project; and 2) that no other fees or costs be required of the City that have not already been identified in the entitlement process, such as the loss of LOT tax mentioned earlier in this Staff Report.

The URA funds derived from this property over a 15 year period are estimated as follows:

Years 1-5: \$3,800,000 revenue

Years 1-10: \$13,007,000

Years 1-15: \$22,800,000

The project build-out is estimated at approximately 12 years. Therefore, the City is being asked to commit approximately ¼ of the URA revenues from this site during the project buildout towards Community Housing.

Staff supports this proposal, as a dedicated revenue stream of \$6 million would greatly contribute towards a variety of programs underway by ARCH with support from BCHA to assist valley residents in owning a home in Ketchum. This includes mortgage down payment assistance, permanent affordability of existing units in town, and other tools to increase the community housing base.

The Council found that this proposal in lieu of the required Community Housing is adequate to meet this requirement, subject to specifics on the timing of the payments spelled out in the Development Agreement.

Per the December 2, 2008 Updated Submittal, the Applicant has brought forward the statement that the City has discretion to interpret its own ordinance and it can reasonably conclude that the for-sale residential units are used in connection with the hotel operation. Moreover, the City can transfer density within a PUD (16.08.080 A5). The City can grant requested waiver of hotel definition as recommended by the Commission in the July 31, 2008 adopted Findings of Fact. The for-sale residential units may be offered for rent and will contribute funds to costs of hotel operations.

The Commission noted that the \$3 million revenue stream derived from the property would actually be a much greater sum when taken over time, in perpetuity, as proposed. With a typical turnover rate of 3-1/2 to 4 years per unit, this revenue will multiply over time, creating a dedicated revenue stream for community housing.

Commission Recommended Hotel/Community Housing Methodology

To re-evaluate how the revised project meets the City's Definition of a Hotel, in particular the Community Housing waivers permitted under that definition, a methodology was agreed upon by the Commission, specific to this PUD.

The City's definition of "hotel" acknowledges that hotels will likely be developed in today's market with a portion being exclusive "non-hotel" (i.e. residential) and sold to offset the some of the hotel development cost. The Hotel definition requires that at least 75% of a building be for hotel-related uses to apply for height variances. Applying this specific criteria to the WSRR proposal produces the following results:

Rooms/Keys

- Dedicated nightly rentals ("hot beds/keys") 102,856 sf

Hotel Support

- Circulation 53,810 sf
- Back of House 23,417 sf
- Mtg Space, Public Space, Spa 59,378 sf
- Total "Hotel" 239,461 sf

Dividing the "Total Hotel" square footage by .75 produces the total permitted square footage, including the "non-hotel" portion:

$$239,461 / .75 = 319,281 \text{ sf}$$

Therefore, the sum resulting from subtracting the "actual" hotel square footage from the "permitted" gross square footage is the amount of "non-hotel" square footage permitted within the "Hotel" definition, and NOT subject to any Community Housing requirements if a building permit is applied for prior to June, 2010:

$$319,281 - 239,461 = 79,820 \text{ sf}$$

Community Housing calculations apply to any square footage in excess of the permitted "non-hotel" square footage. WSRR is comprised of the following "non-hotel (warm/cold bed)" segments:

• Core Hotel Building Residences & Fractionals	158,687 sf
• Townhomes	75,953 sf*
• Villas (not including garages)	77,500 sf
• Estate Lots (2)	<u>11,800 sf</u>
	323,940 sf

* Based upon 5% "Flex space" being allocated to both hotel rooms & residential units

Subtracting the permitted "non-hotel" square footage: (79,820 sf)

Results in the total square footage subject to the
Community Housing calculation: 244,120 sf

Multiplied by the Community Housing requirement	20 %
= Community Housing square footage (Gross)	48,824 sf
- 15% Circulation Credit	(7,324 sf)
= Community Housing Requirement (Net)	41,500 sf

The above methodology details the approximate net community housing requirement for that portion of the project that does not meet the City's current definition of a hotel. This project is also providing an excess of Employee Housing on site.

The Applicant states that 93 employees will be housed on site, which would be 34% of the Applicant's estimated upper range of 275 employees. In the December 16, 2008 letter the Applicant identified that the expected employee count is 225-275. This new calculation still exceeds the twenty-five percent (25%) on-site employee housing requirement for hotel developments. The Commission noted that a higher employee count is needed for a 5-star hotel, as is evidenced by the employee estimate provided above by the Applicant. Per the City's formula, 176 employees would require that 44 employees be housed which reflects the ordinance requirement. Even if the 275 employees were used in the City's formula, 69 employees would be required to be housed on-site. In either scenario, the Applicant has exceeded the total number of employees required to be housed.

The Commission has recommended that the overage in Employee Housing that the Applicant is providing based on the City's Workforce Housing requirement should count towards or offset a portion of the Community Housing requirement, credited on a square-foot basis.

In addition, the Commission has reviewed Applicant's Community Housing proposal, which is a combination of a revenue stream derived from a voluntary real estate transfer tax and a Housing Assistance Benefits Package detailed in the letter dated December 16, 2008. This Package recognizes that housing rentals and purchase potential is an important part of employee attraction and retention. The Commission found that the combination of additional employee housing provided on-site combined with the Applicant Community Housing proposal is adequate to recommend that the Council waive the Net

Community Housing Requirement derived from the above methodology (see Condition #6 of the Proposed Conditions of Approval).

The Commission further deliberated on to how to ensure Community Housing or a methodology in the future for hotel projects that may not meet the definition of a hotel. The Commission noted that Community Housing and Employee Housing are not equal products, with issues of square footage, ownership and the disadvantages of being on-site being some of the differentiating characteristics. However, even though workforce housing and community should not be considered equal in weight, each hotel is unique, warranting independent deliberations. The Commission found that this project, Warm Springs Ranch, is a resort hotel, and not a traditional hotel as the City's definition intends, and that an equal credit of square footage of Employee Housing to Community Housing was merited in this case.

The Council reviewed Applicant's Community Housing proposal, which is a combination of a revenue stream derived from a voluntary real estate transfer tax and a Housing Assistance Benefits Package detailed in the letter dated December 16, 2008. This Package recognizes that housing rentals and purchase potential is an important part of employee attraction and retention. The Council found that the combination of additional employee housing provided on-site combined with the Applicant Community Housing proposal is adequate to recommend that the Council waive the Net Community Housing Requirement derived from the above methodology and that the Applicant's Real Estate Transfer Fee be incorporated into the Development Agreement.

CONCLUSION: The Council concurred with the Commission recommendation and found that the Community Housing requirement per the City definition of "hotel" is hereby waived, and is satisfied as described in these Findings in Condition #6.

d. Employee Housing. Hotel developments are required to mitigate employee housing impacts at a ratio of twenty five (25) percent of the total number of employees calculated by the following formula: 1 employee per hotel room or bedroom.

FINDING: The Applicant has submitted a revised Employee Housing Plan, which is conceptual in nature. The Updated Application Submittal, dated May 9, 2008, states that 71 employees will be housed on site, which is 46.7% of the hotel's total, estimated employees. No breakdown as to the revised total square footage or unit mix since the initial February 11, 2008, submittal has been provided.

There will be a total of 36,295 (or 35,290 livable) square feet of Employee Housing consisting of approximately 10,500 square feet of co-housing units, 4,550 square feet of one-bedroom units, and 20,240 square feet of two-bedroom units. The Applicant has stated verbally that this information holds true in the December 2, 2008 Updated Submittal.

The November 3 and December 2, 2008 Updated Submittals provide details on the new numbers of employees to be housed on site which is 93. For further detail on percentages of employees housed on site, City requirements, and anticipated employee generation, please refer the discussion and calculations stated above under Commission Recommended Hotel/Community Housing Methodology under the Hotel Definition Section of the Findings.

Note that the number of employees estimated by the Applicant is greater than the City's formula of one employee per hotel room. This formula was created as a way of calculating employee housing requirements in a simple manner, and was not intended to reflect the actual number of employees that would be needed to serve any one project.

CONCLUSION: The Council found that the Applicant has met the requirements to mitigate employee housing impacts at a ratio of twenty five percent (25%) of the total number of employees calculated by the following formula: 1 employee per hotel room or bedroom.

- e. **Employee Housing Plan.** The applicant shall provide an Employee Housing Plan that outlines the number of employees, income categories and other pertinent data. The Employee Housing Plan shall be the basis of the applicant's proposal for a mix of employee housing which addresses the range of employees needed to serve the hotel.

FINDING: The Updated Application Submittal received on May 9, 2008 solely contained a section on Workforce Housing Location. This indicated that due to response to the concern of location and mass of the workforce housing (in the February 11, 2008, submittal) the building will be relocated to the southeast of the core hotel. And, since the mass and height have been reduced by moving the workforce housing specific parking (structured) in the February 11, 2008, submittal, the amount of employees to be housed has been reduced from 92 to 71.

The Applicant provided further details on the configuration of the Workforce Housing on June 5, 2008 and confirmed that the location, southeast portion of the core hotel, has been selected as the location for the Workforce Housing, as further detailed by the Applicant on June 19, 2008. The specific building envelope of the Workforce Housing has additionally been designated in the Tent Diagram, Drawing A.6, Development Height Standards.

The Applicant provided additional information in the November 3, 2008 Updated Submittals (Sections 14.1 – 14.4) on the Employee Housing Plan and employee generation.

Currently, the Applicant has classified hotel employees into three groups: 1) upper management, 2) mid-level management, and 3) service workers. The Applicant has stated that it would be premature to finalize the Employee Housing Plan at this time, and that the Plan would be completed as part of the Design Review process. The following table distinguishes the City of Ketchum's Workforce Housing requirements.

Table 2: Warm Springs Ranch Resort, Calculation of Ketchum Workforce Housing Requirements

Scheme	# of Rentable Rooms in the Hotel	Employees (= # of Rentable Rooms)	# of Employees to be housed on site	% of Employees Housed on site	# of Employees per Unit	Livable Square Feet for WF Housing	Type of Rooms	Square Feet of Each Room	Total Employees
9	152	152	92	60.53%	8 per co-	40,741	5 co-	Co-	152

(Feb. 11, 2008)					housing unit; 1 per 1BD; 2 per 2BD		housing units; 14 1BDs; 19 2BDs	housing = 2100; 1 BD = 800; 2 BD = 1000	
9 & 10 (May 9, 2008)	152	152	71	46.71%	8 per co-housing unit; 1 per 1BD; 2 per 2BD	30,718	4 co-housing; 9 1BDs; 15 2BDs	Co-housing = 2100; 1 BD = 800; 2 BD = 1000	152
11 (Nov. 5, 2008)	176	176	93	52.84%	8 per co-housing unit; 1 per 1BD; 2 per 2BD	35,290	5 co-housing units; 7 1BDs; 23 2BDs Total units = 35	Co-housing = 2100; 1 BD = 650; 2 BD = 880	176
December 2, 2008	120-182	225-275	93	34-41%	8 per co-housing unit; 1 per 1BD; 2 per 2BD	36,295 (35,290 net livable sf.)	5 co-housing units; 7 1BDs; 23 2BDs Total units = 35	Co-housing = 2100; 1 BD = 650; 2 BD = 880	225-275

In the February 11, 2008, submittal, the Applicant proposes a variety of co-housing units, one-bedrooms and two-bedrooms for employees housed on site. Each dorm configuration will be approximately 2,100 square feet and contain the following:

- Four bedrooms housing 2 employees in each bedroom (8 total)
- A common area with couches and television
- Kitchenette
- Two full bathrooms

As stated in Table 2 above, as of Applicant's submittal dated May 9, 2008, 71 employees will be housed on-site. The Applicant stated in the June 5, 2008 meeting that four co-housing units, nine one-bedroom units and 15 two-bedroom units will make up the configuration. The one and two-bedroom units will have traditional living room space, kitchen-dining area, and bedroom and bath. The co-housing has four bedrooms and community living/kitchen/dining space and separate bathroom areas. Small decks and terraces are planned for the exterior, and the materials incorporated will be consistent with that of the core hotel building. Additionally, workforce housing entrances are designed to face inward, towards the core hotel building and away from existing development on Townhouse Lane.

Section 2.7 in the May 9, 2008 Updated Application Submittal proposes 53 stalls in the parking structure will be provided for workers, including 38 stalls for workforce housing and 15 additional stalls for managers and carpools. Based on anticipated commuting patterns, information in the BC 2008 Needs Assessment on transport and commuting and unknown parking scenarios for commuting employees, more detail in regard to workforce housing parking configuration should be provided.

The Blaine County Housing Authority (BCHA) has reviewed the Warm Springs Ranch Workforce Housing Plan (See Attachment 3) and would like to see additional information on the following:

- Wage/salary range and a breakdown of the number of employees within the previously mentioned classifications.
- Information on type of housing provided per employee classification.
- Costs incurred in rent (and utilities) and transportation/parking by employees.
- Details on anticipated lease terms/rental agreements for on-site employees.
- Anticipated transport and parking scenarios for both on-site and commuting employees.

Attachment 3 includes a memo from Jim Fackrell, Director of the BCHA, dated May 16, 2008.

Staff recommended the Applicant provide resources and information related to off-site housing opportunities for employees who are unable, due to on-site demand or lifestyle needs, to live on-site.

The Commission reviewed the information requests from Blaine County Housing Authority (BCHA) and they have recommended that there is overlap with Staff needs regarding information on the Workforce Housing Plan. The Commission has stated that these items requested by the BCHA don't need to be submitted separately from what Staff will review. The BCHA will be used as a resource and Staff will continue to receive guidance regarding employee housing guidelines.

The City Engineer has stated that the Workforce Housing Parking numbers are low and provisions should be demonstrated for increased employee parking. The Commission recommended further exploration of this item during the Design Review process.

Section 5.2 of the May 9, 2008 Updated Application Submittal references a Conceptual Employee Recruitment Plan. Employees will be recruited from local, national and international markets. Employees housed on-site will have guidelines established for housing/living as determined during the design review process. Employees shall be targeted first and foremost from the Wood River Valley to promote local employment opportunities. Positions requiring unique skills and abilities (including experienced management level) not readily available shall be recruited regionally, nationally and internationally. The Applicant will conduct national and international job marketing and recruitment and hold job fairs both in Idaho and Utah. The City is pursuing an effort to create a collaborative relationship with the College of Southern Idaho (Main – Twin Falls and Hailey campuses) to train and expand education and skill sets to serve this hotel and restaurant market.

Due to a lack of detailed components within the Applicant's Workforce Housing Plan and inquiries provided by the BCHA, Staff suggested that the Commission require additional information in a revised Workforce Housing Plan, either as part of the PUD approval or as a condition of Design Review approval. This shall include general information regarding employees served, administrative process, employee income and costs of housing, operating information/administration of units, proper design and monitoring

of reasonable housing plan oversight. The Applicant has stated that a detailed Workforce Housing Plan will be provided during the Design Review process.

The following elements should be included in the revised Workforce Housing Plan:

1. Provide salary/hourly wages (2008 dollars) for the three categories of employees identified.
2. The expected number of each level of employee that is intended to be served by the employee on-site housing units.
3. Which employee category will be served by which type/size of units.
4. Provide information on anticipated rents (in 2008 dollars)
5. What units will be available and how will the pool of units available be determined.
6. What minimum standards will be used to determine employee eligibility to live in on-site housing; is full-time status required for on-site housing and what constitutes full-time status.
7. How will overflow of demand of units by employees be handled; will there be a priority system.
8. Provide information about rental rates or subsidized and/or free rent to employees; will utilities and access to on-site amenities be included in proposed rates.
9. Establishment of maximum occupancy per unit type (i.e. 2 persons per 1 bedroom unit).
10. Additional detail on dorm configuration and establishment of maximum number of persons per dorm. Staff is currently researching the utilization of dorms in other intermountain west resort towns which have established guidelines as a reference point.
11. Provide a matrix on breakdowns of the different types of units (1BD; square footage; total number of units; anticipated rent, etc.)
12. Create a priority for occupancy program of these units; (i.e. first availability employees that are full-time, secondly to seasonal employees, and third to persons that are verified to be working in the City of Ketchum. For dorms, some type of priority related to higher education, particularly Hospitality Programs.
13. Provide information on housing families (with children) and/or married couples

Based on Staff recommendations the Commission found that additional design details and the operation of the workforce housing shall be discussed and provided during the Design Review process.

Based on Staff recommendations and Commission findings, the Council found that additional design details and the operation of the workforce housing shall be discussed and provided during the Design Review process.

In regard to item ten (10), Staff has reviewed Aspen/Pitkin Housing Authority guidelines and key issues surrounding employee dorm housing and found the following:

The City of Aspen's Zoning Code has a brief mention of "dormitory," which shall be limited to no more than eight (8) persons and each shall provide a minimum of one hundred fifty (150) square feet per person. More specifically:

- No less than 150 “net livable sq.ft. of living area per person in dorm configuration”
- At least one bathroom per four (4) occupants must be provided
- Kitchen must be adequate in size for number of occupants
- Twenty (20) net leasable square feet per person of enclosed storage space per person shall be provided

Staff recommended a 250 net livable square footage of living area per person. This includes all conditioned square footage, yet excludes garages, outdoor public areas, hallways, storage and other common areas. Additionally, Staff recommended the Commission limit the amount of square footage that dorms are used to meet the on-site Workforce Housing Requirement to thirty-five (35) percent which is generally used to house mainly seasonal employee. While these seasonal employees are important to the overall efficiency and operation of the proposed hotel, providing adequate accommodations for the more permanent staff should take priority. Promotion and retention of year-round employees can be augmented through higher quality and accommodating living quarters that can ultimately mean more long-term housing.

Staff recommended that stringent design requirements, consistent with the BCHA design guidelines, should be followed. These requirements should also conform to language in the Workforce Housing Plan.

The Commission has recommended that the BCHA guidelines be used solely as a reference source and that design requirements be determined by both Commission and staff during the Design Review process.

A preliminary monitoring system could be set up internally in an agreement between the City and the Applicant. Staff recommends the Applicant provide to the City an accounting of its actual workforce to insure they are meeting their proposed percentage of on-site housing and meeting the City’s twenty-five percent (25%) requirement. The accounting shall be provided on a yearly basis until final build-out of the Warm Springs Ranch Resort project. If at any time until build-out there is not enough dedicated on-site housing capable of housing at least twenty-five percent (25%) of the number of full-time employees, the Applicant shall commence to cure the deficiency by using commercially reasonable efforts to provide its employees immediate access to temporary housing.

It should also be demonstrated that developer/owners has a willingness to enter into a Development Agreement which is recorded with the land that outlines the terms of development and operation of the Employee Housing Units. This Development Agreement would run in perpetuity with the land.

The Council found that additional regulations regarding the development and operation of Workforce Housing should be as specified in the Development Agreement.

November 12, 2008, Submittal:

This plan illustrates an increase in the amount of overall square footage and common area, and therefore an increase in the number of overall employees. Additionally, there is an increase in the number of employees that can be housed on site. As Table 2 shows, the total number of employees will be 176 and 93 employees can be accommodated on site. The Applicant has stated that they will research the feasibility of placing more housing on site and attempt to locate some housing at an off-site location in the future.

While the City's regulations for Employee Housing are based on a percentage of employees generated, it should be noted that the Commission's recommendation is 97,959 square feet of "hot" beds divided by the previous number of 71 employees = 1 employee per 1,379 square feet.

The November 12, 2008 Updated Submittal contains 142,800 square feet of "hot beds/keys." To compare proportionally the amount of Employee Housing proposed in this Updated Submittal compared to the project versions recommended by the Commission, 142,800 square feet divided by 1,379 square feet = 104 employees to be housed on site.

The Applicant has described the demographics of the employees that will be housed on site as mid-level managers, singles, and married couples. Upper management and families are anticipated to live in outlying Wood River communities such as Ketchum, Hailey, and Bellevue. The average square feet of living space per employee housed on site is 379.

The income categories of the hotel employees will be as follows:

Service Workers: \$8 - \$22/ hour; includes servers, dishwashers, housekeeping, front desk staff, administrative, and maintenance workers, etc. This component of employees will account for 86% of the resort staff.

Mid-level Management: \$45,000 - \$150,000/ annually; includes entry and mi-level managers, accounting for 9% of the resort staff.

Upper Management: \$85,000 – 250,000/ annually; includes senior management, division heads, general manager. This category of employee will account for 5% of the resort staff.

Work Force Housing Layout:

The design of the work force housing places the buildings around a courtyard area. This in turn screens the units from adjacent properties while reducing noise and light from the housing units. The floor plans submitted show 44 units, however, the revised submittal states that there will be a total of 35 units, see Table 2 of the November 3, 2008 Updated Submittal binder.

The floor plans for the workforce housing units have been provided. The first floor of the building shows 13 units. The co-housing units are on the northwest side of the ground level. The ground level units on the east and south sides consist of 7 two-bedroom units and a single one-bedroom unit.

The second floor of the building shows 18 units consisting of 10 two-bedroom units and 8 one-bedroom units. The third floor of the north workforce housing building shows a total of 13 units (9 one-bedroom units and 4 two-bedroom units).

CONCLUSION: The Commission found that the Applicant has provided a sufficient Employee Housing Plan, for this stage of the project proposal, which outlines the number of employees, income categories and other pertinent data. The Employee Housing Plan shall be the basis of the Applicant's proposal for a mix of employee housing which addresses the range of employees needed to serve the hotel.

The Council recommended that stringent design requirements, consistent with the BCHA design guidelines regarding the interiors of units, should be followed. These requirements should also conform to language in the Workforce Housing Plan and as referenced in the Development Agreements.

The Council determined that the BCHA guidelines be used solely as a reference source and that external design requirements be determined by the Commission during the Design Review process.

f. The City Council may consider a request by the hotel developer to satisfy any required employee or community housing square footage by alternate means. Off site mitigation, payment of in lieu fees, land in lieu of units, voluntary real estate transfer fees or other considerations may be proposed by the hotel developer. Larger sites are encouraged to include workforce housing on-site. The City Council has full discretionary power to deny said request.

FINDING: The November 3, 2008, conceptual submittal (Sections 14.4 through 14.4) shows that 93 employees will be housed on site, which will be 52.84% of the hotel's estimated 176 employees based on the City's formula where hotel developments are required to mitigate employee housing impacts at a ratio of twenty-five (25) percent of the total number of employees calculated by the following: 1 employee per hotel room or bedroom.

However, the Applicant has stated in the December 16, 2008 letter regarding Community Housing, that to achieve a five-star level operation the number of employees far exceeds the City's requirement. The Applicant has stated the anticipated employee count to be in range of 225-275 persons. If the Applicant uses the upper range of the anticipated employee count versus the proposed 93 to be housed on site the project proposal is still distinctly above the on-site workforce housing requirement of twenty-five (25) percent at approximately thirty-four (34) percent.

See also item d. Employee Housing as earlier stated in the Findings and the discussion of Community Housing under Hotel Definition in this Staff Report.

CONCLUSION: The Council has determined that employee and community housing square footage requirements have been satisfied.

g. Hotels shall enter into a Development Agreement with the City as part of the approval process. Said Development Agreement may address the following subjects: Community housing, hotel room uses and restrictions, public access on the property, alternatives and remedies if the hotel use ceases, and any other issue the Planning and Zoning Commission or City Council deems appropriate. Said Development Agreement shall follow the public hearing process as outlined in Section 16.08 Ketchum Municipal Code, Planned Unit Developments. Said Development Agreement shall be subject to Section 17.154.060, Enforcement and Section 17.154.070, Modification and Termination, Title 17, Ketchum Municipal Code.

FINDING: A draft Development Agreement was attached to the Commission Staff Report as Attachment 9. Staff and legal counsel propose that the Conditions of Approval of the PUD be enumerated in the

Development Agreement. A revised Development Agreement will be developed by Staff for Council review after deliberations are complete on the Annexation and PUD.

A draft Development Agreement will be provided to the City Council prior to any deliberations between the Applicant and the Council. A revised Development Agreement will be developed and entered as a contract between the City and Applicant prior to final adoption of these Findings.

CONCLUSION: The Council has determined that a Development Agreement will be entered into with the Applicant satisfying this standard.

L Maximum Height of Buildings

1. for buildings with a roof pitch under 5:12 or for mansard roof buildings, the maximum building height shall be 35 feet.

FINDING: Scheme 10: The proposed highest roof ridges of the 5th floor of the core hotel is 84 feet tall above the lowest exposed elevation of 5820' on Warm Springs Creek; roof pitch is less than 5:12.

The November 3, 2008 Updated Submittal Binder contains the following information about the Scheme 11 Version 1 Building design seen by Council, and the Tent Diagram; additional information on the December 2, 2008 Resubmittal is also detailed.

Height Planes and Footprints

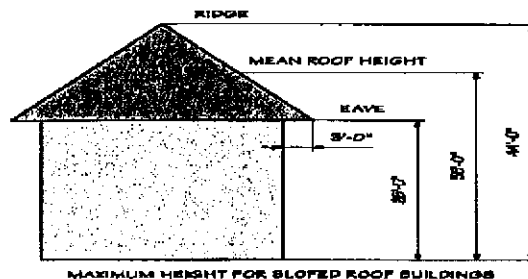
Height Plane	Tent Diagram	Scheme 11, Version 1	December 2 Resubmittal
At grade		Footprint is 119,262	132,000 square feet footprint of Core Hotel Building
Above 65 feet		43,994 sq. feet (8.3% of the bldg footprint)	
Above 70 feet	Tent Diagram allows for 25% of the Core Bldg footprint above this height		The Applicant requests to retain the maximum allowed under the Tent provisions; based on Core Hotel Bldg. = 33,000 sf.
Above 80 feet	Tent Diagram allows for 15% of the Core Bldg Footprint above this height	11,146 sq. feet (2.1% of bldg footprint) 17,900 would be allowed under the tent provisions for the Scheme 11 footprint	The Applicant requests to retain the maximum allowed under the Tent provisions; based on Core Hotel Bldg. = 19,800 sf.

Above 93 feet	Architectural features such as spires, chimneys, similar architectural elements that do not include habitable space and covering not more than 10% of the adjacent roof area up to a maximum of 18 feet		
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The Applicant is requesting a waiver of Zoning Ordinance Tourist District (T) Sec. 17.52.010.I.2: Building Height 84'-35' (maximum allowable height) = 49' waiver request.

CONCLUSION: The Council found the height waiver request acceptable and the Tent Diagram, Drawing A.6 shall guide the maximum height of the buildings.

2. For buildings with a roof pitch greater than 5:12 the maximum height to the mean point of the ridge or ridges measured from eave line to the ridge top shall be 35'. Roof ridges above the mean point may extend up to a height of 44'.



FINDING: Scheme 9: The proposed highest roof ridges of the 6th floor of the core hotel building is 93 feet tall above the lowest exposed elevation of 5820' on Warm Springs Creek; roof pitch is greater than 5:12.

The Applicant is requesting a waiver of Zoning Ordinance Tourist District (T) Sec. 17.52.010.I.2: Building Height 93' - 44' (maximum allowable height) = 49 foot waiver request.

The Tent diagram, Drawing A6, includes maximum roof heights of 93 feet.

CONCLUSION: The Council found the height waiver request acceptable and the Tent Diagram, Drawing A.6 shall guide the maximum height of the buildings.

- J. **Minimum Open Site Area - To maintain a sense of open space in all new building sites, a minimum amount of open site area of 35% is required of all projects.**

a. This minimum open site area shall be a percentage of the total development parcel.

FINDING: The total open space proposed by the Applicant is approximately 68.7 acres or approximately 87% percent of the entire site. Note that this number may change slightly based on the possible increase in the overall project square footage and has not been determined at this time. The total open space includes the Creek and proposed golf course area and events lawn.

The total “useable open space”, land outside of the creek and below 25% slope is approximately 55 acres or approximately 71% percent of the entire site. The total “useable” open space includes the golf course area which is to be semi-public use.

CONCLUSION: The Council found the minimum open site area has been met.

b. The required open site area shall be exclusive of buildings, structures, private decks or patios, parking areas, driveways, cul-de-sacs or streets. A maximum of five percent (5%) open site area may be used for private decks or patios and walkways subject to design review approval.

FINDING: The total open space proposed by the Applicant is approximately 68.7 acres or approximately 87% percent of the entire site. The total open space includes the Creek and proposed golf course area and events lawn. Note that sections pertaining to Avalanche and Subdivision were not updated in the P&Z Findings as they did not pertain to the remand items.

The total “useable open space”, land outside of the creek and below 25% slope is approximately 55 acres or approximately 71% percent of the entire site. The total “useable” open space includes the golf course area which is to be semi-public use.

CONCLUSION: The Council found this standard has been met.

Chapter 17.92 Avalanche Zone District

17.92.010 A - Avalanche Zone District.

The A, Avalanche Zone District, is established to identify those areas where, after due investigation and study, the City Council finds that avalanche potential exist. Avalanches are caused by steepness of slope, exposure, snow pack composition, wind, temperature, rate of snowfall and other little understood interacting factors. Due to the potential avalanche hazard, special regulations should be imposed within said district.

A. Purposes. An Avalanche Zone District is established as a zoning overlay district for the following purposes:

- 1. To identify those areas within the City where, after due investigation and study, avalanche potential is found to exist;**
- 2. To give notice to the public of those areas within the City where such avalanche potential has been found to exist;**
- 3. To give notice to and provide the public with the opportunity to review pertinent avalanche studies and reports including the avalanche study report made by Mr. Norm Wilson, dated September, 1977, and the avalanche study report made by Mr. Art Mears,**

dated July, 1978, and avalanche study report made by Mr. Art Mears, dated January, 1979, together with any future studies made. Copies of said studies are available for public inspection at the office of the Ketchum City Clerk. It is recommended that said studies be examined prior to purchase, development, construction or use of land located within the avalanche zone;

4. To minimize health and safety hazards, disruption of commerce and extraordinary public expenditures;
5. To promote the general public health, safety and welfare;
6. To allow for construction of single-family residences by persons informed of potential avalanche danger with regard to a specific parcel of real property, while providing regulations to protect lessees, renters and subtenants of property within such zone.

Overview: The purpose of the Avalanche Zoning District is to protect the public while allowing for property rights for existing properties. The ordinance is intended to protect not only property owners, but also the general public, renters, visitors, service workers, and emergency responders the public from avalanche hazards while allowing informed owners who have existing property in an avalanche zone to acknowledge that they have been fairly warned of the hazards and to make their own decision regarding engineering for the hazard.

The potential issues with regard to the Avalanche Zone include:

1. The construction of a new road and a driveway that are in the red and blue avalanche zones.
2. The potential for proposed building sites to be within an avalanche zone if there is a change to the hillside, such as a wildfire would cause.
3. The avalanche zone crosses Warm Springs Creek directly in front of the proposed hotel. If an avalanche occurs, what is the potential flooding for the site?
4. The extent of the avalanche danger that surrounds the southern estate lot could be significant. If this lot were approved, service workers, emergency responders, visitors and the property owner could be put at risk unnecessarily.

Because subdivisions are generally not permitted within the avalanche zone, there have been very few, if any, new streets within an avalanche zone since the ordinance's creation (We believe there may be only one: Eagle's Wing, which had to be probe-searched by emergency responders twice this winter).

The Commission considered this issue in detail, and determined that a gate or other effective mechanism that limits access to roads that cross avalanche zones would be an appropriate solution. The Commission found that gate should be placed at the entrance to all roads located within avalanche zones. Said gate shall be closed in times of high avalanche hazard, as determined by the City of Ketchum in consultation with the Sawtooth National Forest Avalanche Center, and that all access shall be restricted from these areas when the gate is closed.

The Council questioned the appropriateness of a gate, or whether other appropriate means to mitigate avalanche risk should be considered. Council concluded that the details of appropriate avalanche mitigation, including signage and standard protocols, will be addressed in the Development Agreement or by a separate agreement with the Applicant, which agreement will be processed on the same timeline and in the same manner as the Phasing Plan required by the Development Agreement.

- B. Avalanche Zone District Boundaries.** The Avalanche Zone District boundaries shall be an "overlay district" and designate those areas within the City found subject to potential avalanche danger. The Avalanche Zone shall consist of two sub-zone designation areas as follows:
- 1. High avalanche zone;**
 - 2. Moderate avalanche zone.**
- The Avalanche Zone shall include all of those areas within the City so designated by the amendment to the Ketchum zoning map adopted in this Chapter. Designation as Avalanche Zone, High Avalanche or Moderate Avalanche Zone shall replace any existing avalanche zoning designation.
- C. Uses Permitted.** The Avalanche Zoning District shall be an "overlay district", and shall apply the additional requirements of the Avalanche Zoning District to the uses otherwise permitted in the district. All uses allowed in the district with which the Avalanche Zone District combines shall be subject to the additional restrictions of the Avalanche Zoning District. If any of the regulations specified in this Section differ from corresponding regulations specified for a district with which the Avalanche Zone District is combined, the regulations contained in this Section shall apply and govern.
- D. Use Restrictions.** The following restrictions are imposed upon construction, development and use of all real property located within the Avalanche Zone:
- 1. All utilities installed after the effective date of this Title for development of a subdivision or providing utility services to a building, or replacing existing utility services to a building or subdivision shall be installed underground in order to minimize possible avalanche damage to such utilities and injury to persons and property.**

The Applicant proposes to install all power lines underground. All gas meters near avalanche run-out paths should be located in such a manner to be protected in the event of an avalanche.

- 2. Avalanche protective, deflective and preventative structures, devices or earthwork which threaten to deflect avalanches toward property of others or otherwise threaten to increase the danger to persons or property are prohibited. The construction of such structures, devices or earthwork shall be permitted only as a conditional use. Prior to granting of a conditional use permit, the applicant shall submit to the City plans signed by an engineer licensed in the state of Idaho, certifying that the proposed construction will withstand the avalanche forces set forth in the avalanche studies on file with the City and that the proposed construction will not deflect avalanches toward the property of others. Other information and engineering studies may be requested in consideration of an application for a conditional use permit. As a further condition of any conditional use permit, appropriate landscaping may be required where such structures, devices or earthwork alter the natural slope or beauty of the land. This shall not apply to reforestation. Alteration or removal of any existing natural barriers is prohibited.**

The Applicant does not currently propose to build any avalanche attenuation devices. Portions of the access roads are located in the red and blue avalanche zones (high and moderate hazards).

3. **Prior to issuance of a building permit for any structure within the Avalanche Zone, except a single-family residence, the applicant shall submit to the Ketchum Building Inspector plans signed by an engineer licensed in the state of Idaho, certifying that the proposed construction as designed will withstand the avalanche forces as set forth in the avalanche studies on file with the City, or the avalanche forces set forth in a study of the property in question prepared at the owner's expense and submitted to the City by a recognized expert in the field of avalanche occurrence, force and behavior. WARNING - The avalanche forces set forth in such studies are to be considered minimum standards only, and the City does not represent, guarantee or warrant the ultimate safety of any construction, use or occupancy of structures constructed to those standards. Avalanches may occur with forces greater than those set forth in said studies, and areas of the City not designated as Avalanche Zone may be subject to potential avalanche danger.**

The Applicant does not propose to position any structures in the avalanche zone, as identified by its avalanche consultant Art Mears. The majority of the roadways on the south side of the property (accessing the villas and the estate lots) are located within the avalanche zone. In the event of a change in the vegetation on the avalanche-prone hills above the villas, the avalanche zone could change to include the area where the buildings are proposed. The City has not considered this potential in past applications. However, due to the recent avalanche and wildfire incidents that have threatened the citizens and visitors of Ketchum, and due to the unique nature of the site and this application, the Fire Chief in his memo of March 31, 2008, states "The fire department is concerned about the avalanche hazard in the very unlikely but possible event that the vegetation on the slopes above the project changes. Consideration of this hazard needs to be evaluated, documented." The response from the Applicant is in the May 12, 2008 Updated Application Submittal.

4. **Any structure which has been constructed within the Avalanche Zone and without engineering study, shall not be leased, rented or sublet from November 15th through April 15th of each year. Any residence being leased or rented on the effective date of the ordinance codified in this Subsection shall be deemed a zoning violation and shall be governed by Chapter 17.92.**

None of the proposed structures are located within an avalanche zone. However, the road access is within the avalanche zone, which would cause numerous people, not just the homeowner, to travel through a dangerous area. If at some point in the future there were change in the avalanche zone boundaries (due to alteration of hillside vegetation), then many of the villa residences could end up in a high hazard avalanche area. This issue needs to be addressed in the report requested by the Fire Chief. Detail on road access to structures that requires traversing across the avalanche zones shall be made a part of the Development Agreement.

5. **There shall be no further subdivision of any real property, including lot splits, which would result in the creation of a lot or building site, in whole or part, within the Avalanche Zone. A variance to this provision may be granted if a**

lot can be created in which the building site conforms to all other provisions of this Title and is located entirely outside of the Avalanche Zone.

Although the building sites are proposed to be outside of the identified avalanche zones, the Commission considered the following:

a. With the actual emergencies of homes struck, searches conducted on streets and neighborhoods evacuated due to avalanches that occurred this year, the City should limit access to any new street or driveway within an avalanche zone at time of high avalanche hazard. In addition to the residents who will need to travel on those avalanche-prone roads, (who may opt to make the decision to reside in the avalanche zone) other people may not be given the ability to decide, including service workers, snow removal employees, emergency responders, and guests. The proposed road is almost entirely within the avalanche zone, with the above terrain hidden by trees (unlike existing roads where obvious chutes are visible and sporadic along the road). The proposed estate lot on the southeast end of the property is surrounded by red avalanche zones. Although the house itself would not technically be in an avalanche zone, the access to the house would require the owner, its visitors, service workers and emergency responders to be in danger to access the home.

b. With recent wild fire incidents, the City may want to consider how the avalanche danger might be expanded farther into the property in the possible event that the hillside burns from a wild fire. Avalanche expert Bruce Smith expressed this concern with written public comment and identifies the potential run out if the hillside lost stabilizing vegetation. Smith states that he agrees with the proposed avalanche zones identified in the Art Mears study, but only if the hillside remains intact as it is today. This concern was also voiced by Ketchum Fire Chief Mike Elle (in his letter dated March 31, 2008) and by Janet Kellam, with the Sawtooth National Forest Avalanche Center.

If the City chooses to only recognize the existing avalanche hazard, at a minimum it should require information regarding this potential as a condition of the general notice requirements below (with information provided in writing as well as with lines drawn on the plat map). The Applicant has begun investigating possible ways to mitigate the avalanche danger if, at a later date, the avalanche zones changed.

E. General Notice Requirements. In order to provide reasonable notice to the public of the avalanche potential within all areas designated Avalanche Zone, the following notice regulations and requirements are adopted for all real property and structures located within said zone:

- 1. All subdivision plats shall identify and designate each lot and block, or portions thereof, located within the Avalanche Zone together with applicable sub-zone designation by a stamp or writing in a manner providing reasonable notice to interested parties.**
- 2. All plans submitted with a building permit application for property within said Avalanche Zone shall be stamped "Avalanche Zone," together with the applicable sub-zone designation.**
- 3. Prior to the issuance of any building permit for construction or improvements within the Avalanche Zone, the applicant shall submit to the Building Inspector a written acknowledgment signed by the applicant under seal of a notary public of the applicant's actual knowledge that the proposed building or improvement will be**

located within the Avalanche Zone. The applicant will also acknowledge that he or she has actual knowledge of the studies conducted to date regarding the Avalanche Zone that are on file with the Planning Department.

The acknowledgment shall state the following:

"I, (applicant's name), the applicant named in building permit number () intend to construct (type of building, outbuildings and/or improvements) on (property description, including legal description and street address). I acknowledge that this development and the parcel of land on which the development will be situated are within the Avalanche Zoning District. I have thoroughly read and fully understand Ketchum Zoning Code Title 17, Chapter 17.92 'Avalanche Zone District' and the reports by Art Mears and Norman Wilson on file with the City of Ketchum Planning Department. I fully understand that building within the Avalanche Zone may pose a substantial hazard to life, health, and property for residents, guests, visitors, both invited and uninvited, children, City employees, utility workers, public servants, and animals. I also fully understand that City services, including fire protection, police, and medical and ambulance service may be suspended during times of high hazard.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the City of Ketchum and its officers, employees, agents, and contractors from any and all claims, actions, or losses for bodily injury, death, wrongful death, property damages, and loss of services which may arise out of the construction of the buildings, outbuildings, and/or improvements that are the subject of my building permit number ().

I also promise and agree to file an executed copy of this Acknowledgment, conformed or stamped as received by the Ketchum Planning Department as an addendum to my deed to the real property described herein with the County Recorder.

4. The City shall file with the office of the Blaine County Recorder such document(s) as necessary to provide record notice of each existing lot and/or parcel of real property within the Avalanche Zone; and such document(s) as necessary to provide record notice that each owner who rents or leases any structure located in whole or part, within the Avalanche Zone shall provide the tenant, lessee or subtenant with written notice that said property is located within the Avalanche Zone prior to any occupancy.
5. The City shall post signs in the public right-of-way to reasonably identify the boundaries of the Avalanche Zone.
6. All persons who rent, lease or sublet any structure or premises within the Avalanche Zone shall provide the tenant, lessee or subtenant with written notice that said property is located within said Avalanche Zone prior to occupancy.
7. Each and every real estate agent, sales person and broker, and each and every private party who offers for sale or shows a parcel of real property and/or structure for sale, lease or rent within said Avalanche Zone shall upon first inquiry provide the prospective purchaser, lessee or tenant prior to viewing said real property with written notice that said real property and/or structure is located within said Avalanche Zone. Furthermore, said written notice shall state that the studies referred to in Subsection H of this Section are available for public inspection at the office of the Ketchum City Clerk and that said studies should be reviewed prior to any party entering any agreement, contract or lease.

8. All brochures and other printed materials advertising and/or soliciting reservations for sale, rental or lease of living units within the Avalanche Zone shall contain a provision designating that said unit or units are located within the Avalanche Zone.

Any lot that is located within an avalanche zone, regardless of the building location will need to meet the above notice requirements.

- F. **Suspension of City Services.** During periods of avalanche danger, City services may be suspended or otherwise not be provided to property within the Avalanche Zone; nor shall the City accept responsibility for or guarantee that such services, rescue efforts or emergency services will be provided during periods of avalanche danger.

- G. **Warning and Disclaimer of Safety and Liability.** Avalanches occur naturally, suddenly and unpredictably based upon steepness of slope and run out area, exposure, snow pack composition, wind, temperature, rate of snowfall and other little understood interacting factors. The Avalanche Zone designated in this Title is considered reasonable for regulatory purposes and is based upon and limited by the engineering and scientific methods of study. This Title does not represent or imply that areas outside the Avalanche Zone District are free from avalanches or avalanche danger.

The fact that the City has not prohibited development, construction or use of real property within the Avalanche Zone District does not constitute a representation, guarantee or warranty of any kind as to the safety of any construction, use or occupancy. The granting of any permit or approval for any structure or use, or the declaration or failure to declare the existence of an avalanche hazard shall not constitute a representation, guarantee or warranty of any kind or nature by the City, or any official or employee, of the practicality or safety of any construction, use or occupancy thereof, and shall create no liability upon or cause of action against such public body, or its officials or employees for any injury, loss or damage that may result.

Avalanches occur naturally, suddenly and unpredictably and persons who develop or occupy real property within said Avalanche Zone do so at their own risk.

- H. **Notice of Avalanche Studies.** The City has received the following avalanche studies of areas within the City:

1. Avalanche study report by Norm Wilson, dated September, 1977;
2. Avalanche study report by Art Mears, dated July, 1978;
3. Avalanche study report by Art Mears, dated January, 1979.

Copies of said studies are available for public inspection at the office of the Ketchum City Clerk, City Hall. Persons interested in building, using or occupying real property within the Avalanche Zone are encouraged and should examine the studies. However, the City does not represent or warrant the completeness or accuracy of those studies.

- I. **Amendment to Zoning Map.** The official zoning map of the City is amended to include the Avalanche Zone with subcategory designation of High Avalanche Zone and Moderate Avalanche Zone as part of the Avalanche Zone District. The boundaries of said Avalanche Zone are adopted as set forth on said amended official

zoning map made a part of this Title. (Ord. 862 § 17.92.010, 2001; Ord. 852 § 17.92.010, 2000; Ord. 772 § 4, 1999; Ord. 208 § 16, 197

CONCLUSION: The Council found the application meets the standards of 17.92.

Chapter 17.88 Floodplain Management Overlay Zoning District (FP)

17.88.050(C):

Uses Permitted. Due to the potential hazard to individuals as well as public health, safety and welfare, uses allowed in the Floodplain Management Overlay Zoning District are those which are permitted, conditional, and accessory as contained in the underlying zoning district; due to the sensitive ecology of the river system and riparian area and the detrimental impacts that uncontrolled use of pesticides and herbicides can create to both the river system and human health;

3. No use of restricted chemicals or soil sterilants will be allowed within one hundred (100) feet of the mean high water mark on any property within the City limits at any time.
4. No use of pesticides, herbicides, or fertilizers will be allowed within twenty-five (25) feet of the mean high water mark on any property within the City limits unless approved by the City Arborist.
5. All applications of herbicides and/or pesticides within one hundred (100) feet of the mean high water mark, but not within twenty-five (25) feet of the mean high water mark, must be done by a licensed applicator and applied at the minimum application rates.
6. Application times for herbicides and/or pesticides will be limited to two (2) times a year; once in the spring and once in the fall unless otherwise approved by the City Arborist.
7. The application of dormant oil sprays and insecticidal soap within the riparian zone may be used throughout the growing season as needed.

With regard to the introduction of pesticides, herbicides, nitrates and other contaminants into the waterways, the Applicant proposes that “superior design features mitigation measures as proposed, the use of native landscape materials, and stream and wetland buffers will be incorporated into the project design to eliminate or mitigate any effects” (pg.33 of Environmental Report, April 29, 2008).

17.88.050(D)

General Notice Requirements: In order to provide reasonable notice to the public of the flood hazard potential within all areas of the floodplain management overlay zoning district, the following notice regulations and requirements are hereby adopted for all real property and structures located within said district:

1. All subdivision plats shall identify and designate the one hundred (100) year floodplain boundary and the floodway boundary including a certification by a registered surveyor that the boundaries were established consistent with the FIRM Map for the City or Blaine County, whichever applies. All subdivision plats shall contain a note or notes that warn prospective buyers of property that sheet flooding

can and will occur and that flooding may extend beyond the floodway and floodplain boundary lines identified.

The plat identifies a 100-year floodplain boundary that is established by the Applicant's consultant. The floodway boundary has not been identified on the plat. It does not appear in the FEMA maps that any development is proposed within the floodway. This information should be added to the plat. Additionally, the above language regarding sheet flooding will need to be added to the plat.

- 2. All subdivision plats shall contain note(s) that refer to the required twenty-five (25) foot setback from all waterways called the riparian zone in which no structure is permitted and require that riparian vegetation shall be maintained in its natural state for the protection and stabilization of the river bank, and that removal of trees or other vegetation will be considered as part of the function of design review as set forth in Section 17.88.060 and Chapter 17.96.**

The plat shows the 25' Riparian Setback from Warm Springs Creek. Language should be added that states "riparian vegetation shall be maintained in its natural state for the protection and stabilization of the river bank. Removal of trees or other vegetation is prohibited unless approved by the City of Ketchum through Design Review as set forth in Section 17.88.060." Any side channels within the property should also be identified on the plat with appropriate setbacks shown. A side channel is considered a waterway that receives water from and deposits water back into a main channel. The Applicant proposes two ponds that presently will not flow back into the creek. In order to protect water quality and habitat, the Applicant proposes to provide a 25' vegetated buffer/setback around the two ponds. Although not required, it may be appropriate for these buffer zones to be identified on the plat as well.

17.88.060(E):

Criteria for Evaluation of Applications. The criteria of floodplain development permit applications, Waterways Design Review applications, and stream alteration permit applications shall be as follows:

- 1. Preservation or restoration of the inherent natural characteristics of the river and creeks and floodplain areas. Development does not alter river channel;**

Page 20 of the updated Environmental Report, dated April 29, 2008, has a thorough description of the history and current conditions of Warm Springs Creek. The report explains how prior alteration (within the last 60 years) to the creek has eliminated aquatic habitat, side channels, a greater flood-carrying capacity of the site, riparian vegetation including a cottonwood forest, and wildlife habitat. The Report also emphasizes that there is not a great deal of natural vegetation remaining on the flat portions of the site, but does point out the existing cottonwood forest on the south portion of the lot and remnant patches and thin bands along the creek upstream from the former restaurant.

Streambed

The Applicant proposes to restore the streambed and banks of the portion of Warm Springs Creek that flows through the property. This will cause an alteration of the river channel, which, if done properly, would be a long-term benefit to the public. The site currently has little riparian vegetation and Warm Springs Creek, in general, is in poor shape due to lack of vegetation and channeling. The Applicant has

not submitted specific plans on how they propose to restore the streambed, but have identified possibilities (on page 36 of the Preliminary Environmental Report), including:

1. Widening and lowering the stream's floodplains to provide safer flood conveyance, increased riparian habitat and greater habitat connectivity between the stream and floodplains.
2. Lowering and decreasing the slope of the stream banks to provide greater habitat connectivity between the stream and floodplains
3. Sculpting pools, riffles, runs and glides and incorporating in-stream wood and boulder structures to direct flows more naturally;
4. Maintaining the native riparian vegetation to the greatest extent possible.
5. Utilizing native vegetation for long-term stream bank stability and habitat diversification.

Any work that is proposed within the waterway will need specific analysis and approval from the City and other state and federal agencies. Some of the possible options would likely increase the flood carrying capacity of the creek and the site and could cause a change in the FP lines. From the plans, it appears that the Applicant proposes to build up areas of human habitation and access so they are not in the floodplain. The first option would alter the stream channel. This standard specifically states that development does not alter channel. The City should consider if a waiver to this standard is appropriate, if the alteration can be shown to be a long-term benefit to the public (and the river system). Some potential short-term issues with this proposal include disruption to any fish, fish habitat, and stream banks and release of sedimentation and pollutants from heavy equipment into the water. With the proper planning and implementation, a combination of the above options could result in a greatly improved stretch of Warm Springs Creek and its surrounding riparian and floodplain areas. An approved restoration plan of Warm Springs Creek and the riparian areas should be spelled out in the Development Agreement.

Re-vegetation

The Applicant proposes to re-vegetate the riparian zone with a twenty-five foot (25') wide area on the existing (north) City side and with a fifty foot (50') wide area on the (south) County side. The landscape plan is not specific as to what type of landscape material, and how much is proposed along the banks. The landscape plan currently shows a twenty-five foot (25') wide riparian planting area, although the Applicant has stated that this area will, in fact, be fifty foot (50') wide to match the current requirements of the County's ordinance.

The Environmental Report (pg. 34) states "the landscape vision is to provide a sustainable design that preserves and enhances the native landscape and provides a sense of tradition and outdoor stewardship for future generations to enjoy." Proposed vegetation for the riparian zone includes Black Cottonwood, Quaking Aspen, Mountain Alder, Red Osier Dogwood, Currant, Woods Rose, Willow Species, Choke Cherry, Elder Berry and Gooseberry, Rush and Sedge. These species are native to the area and are riparian species. The size and proximity (or quantity) of the material should be provided.

The Applicant proposes to re-vegetate the riparian areas within their property that are in essence the waterfront portion of other people's properties. This is of great benefit to the creek, specifically if trees are planted, and could be a contentious issue (from property owners who want to maintain their view of the creek). It will be important for the City to evaluate this part of the proposal and to be specific to those areas with any approved landscape plans and/or conditions of approval. The Environmental Consultation

states that the Applicant has been working closely with the neighbors and intends to continue that relationship.

Bridges

The Applicant also proposes to construct up to three (3) new bridges (one for vehicles and one or two for pedestrians) for access to the south side of the property. The Applicant proposes that the bridges will span the mean high water mark and the floodplain. This is an important component to minimize impacts up and down stream and to hopefully, eliminate future needs for bank stabilization around the bridge. These bridges will need to get Waterways Design Review approval from the City as well as approval from the appropriate state and federal agencies (IDWR, Army Corps and Idaho Department of Environmental Quality). The bridge proposed for vehicular travel will provide access to one home and for maintenance vehicles for a section of the golf course. The construction of the bridge will likely cause short-term impacts to the stream. The vehicular bridge is proposed for access to one lot and the south portion of the golf course.

Golf Course

Within the west portion of the lot, the proposed golf course will generally be located in areas where the old golf course existed. The south portion of the course will be in an area that is currently undeveloped, except for by use as a horse pasture. Page 27 of the Environmental Report states that the construction of the golf course on the south portion of the site will have an impact on the cottonwood riparian forest and that human activity may affect natural patterns of use by wildlife through this area.

- 2. Preservation of riparian vegetation and wildlife habitat, if any, along the stream bank and within the required minimum twenty-five (25) foot setback or riparian zone. No construction activities, encroachment or other disturbance into the twenty-five (25) foot riparian zone, except for restoration, shall be allowed at any time;**

South Portion

As identified above, the south portion of the lot currently contains a cottonwood riparian forest and other riparian vegetation along the Creek. This vegetation and the habitat for wildlife will be affected by the proposed estate lot and golf course (Holes 6-9). The estate lot has a building envelope that is proposed within a clearing. It appears that there are only a few trees that would need to be removed for the house, but a portion of the forest would also need to be removed for the driveway. The golf course would require further removal of the existing vegetation. In addition to removal of habitat, the development within the south site would disturb existing wildlife that currently utilizes the site. The Applicant proposes to preserve as much of the vegetation as possible and also proposes to require only native vegetation around the estate and to minimize the turf areas for the golf. The Applicant does a commendable job trying to balance the ecological needs of the site with the economical desires of the development.

West Portion

The Applicant proposes to preserve as much of the existing riparian vegetation as possible. This evaluation will need to be addressed when the Applicant provides the specific plan for the overall stream restoration project. The Applicant proposes to construct a foot trail for passive recreation along the Warm Springs Creek. This trail is will be constructed of pavers and boardwalk and is proposed to meander in and out of the riparian setback. This location of this trail does not meet this standard and will require City approval based on a specific design. A waiver will also be needed. The Environmental Report (pg. 27)

states: "the location of the trail within the riparian setback may have a direct impact on riparian vegetation and habitat functions and values".

North side

There is little riparian vegetation within the north portion of the property. Conceptual Tree Conservation Plan, S.17, shows that majority of the vegetation on the north side will be removed. The proposed hotel and townhomes are proposed to be constructed right up to the twenty-five foot (25') setback line.

Construction

The Applicant proposes to submit a construction mitigation plan. With the proximity of the proposed hotel and townhomes to the riparian zone, this plan should be evaluated prior to any approvals of the PUD. History has shown that requiring the orange fencing to be located along the twenty-five foot (25') mark prior to construction is generally not an effective method of protecting the riparian zone during construction. Even if there is little vegetation to be preserved, water quality and bank stability are important. The construction mitigation plan should adequately show how all riparian areas within the site will be protected during construction. Trees that are proposed to be preserved should be protected no less than the perimeter of the trees drip line.

3. **No development other than development by the City of Ketchum or development required for emergency access shall occur within the twenty-five (25) foot riparian zone with the exception of approved stream stabilization work. The Planning and Zoning Commission may approve access to property where no other primary access is available. Private pathways and staircases shall not lead into or through the riparian zone unless deemed necessary by the Planning and Zoning Commission.**

The Applicant proposes up to three new bridges, a paver or boardwalk trail system and a stream restoration project, all which will cause development within the twenty-five foot (25') riparian zone. The stream work will require approval as a stream stabilization project. With regard to the vehicle bridge, it appears that the south portion of the development is currently a separate parcel. The Applicant proposes one home site and a portion of the golf course to be accessed by the new bridge. There is no other primary access to this individual parcel. The pedestrian bridge and footpath, however, are also proposed within riparian zones. The pedestrian bridge is proposed to span the ordinary high water mark, but it should be considered if this bridge can be designed to span the riparian zone as well. The footpath in the riparian zone will require City approval based on a specific design.

4. **A landscape plan and time frame shall be provided to restore any vegetation within the twenty-five (25) foot riparian zone that is degraded, not natural or which does not promote bank stability;**

A specific landscape plan and time frame have not been submitted. This item will be required of the Design Review submittal. The Applicant proposes to use native riparian species for re-vegetating the riparian zone, including the following species: Black Cottonwood (the species that is/was most prevalent in the Wood River Valley drainages), Quaking Aspens, Mountain Alder, Willow, Woods Rose, Elder Berry, Choke Cherry, Currant, Gooseberry, Red Osier Dogwood, Rush and Sedge. The Applicant proposes to restore the vegetation within 50 feet of the MHW on the County side (which is what would be required by the County). The planting of Cottonwoods, although not always popular with homeowners, is an important component of restoring Warm Springs Creek and its riparian area. This species should be

incorporated into the landscape plan in accordance with its historical presence as much as possible. The Applicant proposes conditions, protections and monitoring requirements for project development (See page 41 of the Environmental Report) that address many of the concerns of this ordinance.

5. **New or replacement planting and vegetation shall include plantings that are low-growing and have dense root systems for the purpose of stabilizing stream banks and repairing damage previously done to riparian vegetation. Examples of such plantings include: red osier dogwood, common choke cherry, service berry, elder berry, river birch, skunk bush sumac, beeb's willow, drummond's willow, little wild rose, gooseberry, and honeysuckle;**

New plantings include Black Cottonwood (the species that is/was most prevalent in the Wood River Valley drainages), Quaking Aspens, Mountain Alder, Willow, Woods Rose, Elder Berry, Choke Cherry, Currant, Gooseberry, Red Osier Dogwood, Rush and Sedge.

6. **Landscaping and driveway plans to accommodate the function of the floodplain to allow for sheet flooding. Flood water carrying capacity is not diminished by the proposal. Surface drainage is controlled and shall not adversely impact adjacent properties including driveways drained away from paved roadways. Culvert(s) under driveways may be required. Landscaping berms shall be designed to not dam or otherwise obstruct floodwaters or divert same onto roads or other public pathways;**

There will be some fill within the floodplain proposed as part of the golf course. Information regarding building foundations is not proposed, but the southeast estate lot's building site is within the 100-year floodplain. It is also possible that the floodplain lines and stream channel may be affected by the extensive flooding that is predicted in the next few years. These standards may need to be reevaluated in the event that a major flood happens.

7. **Impacts of the development on aquatic life, recreation, or water quality upstream, downstream or across the stream are not adverse;**

With the present condition of Warm Springs Creek, little could be done to have an adverse impact. However, the construction of the infrastructure and buildings should be regulated to prevent sedimentation and the release of pollutants into the creek. Bridges should be built to span the floodplain and stream channel (as is proposed). The Applicant should address how the project will ensure prohibition of use of pesticide, herbicides and fertilizers. Any stream channel work needs to be reviewed to address this criterion.

8. **Building setback in excess of minimum required along waterways is encouraged. An additional ten (10) foot building setback is encouraged to provide for yards, decks and patios outside the twenty-five (25) foot riparian zone;**

The Applicant proposes a riparian zone of twenty-five feet (25') (which matches the City's requirement) on the plat and a riparian zone of fifty feet (50') (which matches the County's requirement) on the landscape plan. The west end buildings along the south side of Warm Springs Creek are far in excess of the minimum required. The southeast estate lot has a fifty foot (50') setback.

On the north side, the core hotel building and town homes are proposed to be constructed at the minimally required twenty-five foot (25') required setback. With the extent and height of the proposed development, a greater setback should be considered.

9. **The bottom of the lowest floor in the floodplain shall be a minimum of one foot above the L.R.F.;**

This information has not been provided, but can be a condition of approval.

10. **The back fill used around the foundation in the floodplain shall provide a reasonable transition to existing grade, but shall not be used to fill the parcel to any greater extent. Compensatory storage shall be required for any fill placed within the floodplain;**

This information has not been provided, but will need to be evaluated as the project progresses. It appears that the estate lot and its associated driveway will be built to be outside of the floodplain. The floodplain lines may also change with the proposed stream alteration.

11. **Driveways shall comply with effective street standards; access for emergency vehicles has been adequately provided for;**

Access to the southeast estate lot requires a driveway through flood- and avalanche-prone areas. The driveway is proposed at twenty-five feet (25') wide. The access road to the west is twenty feet (20') wide. See comments from Fire Chief Mike Elle.

12. **Landscaping or re-vegetation shall conceal cuts and fills required for driveways and other elements of the development;**

This standard will need to be evaluated when the more detailed plans are submitted.

13. **(Stream Alteration.) The proposal is shown to be a permanent solution and creates a stable situation;**
14. **(Stream Alteration.) No increase to the one hundred (100) year floodplain upstream or downstream has been certified by a registered Idaho engineer;**
15. **(Stream Alteration.) The recreational use of the stream including access along any and all public pedestrian/fisher's easements and the aesthetic beauty shall not be obstructed or interfered with by the proposed work;**
16. **Wetlands shall not be diminished;**

There are wetlands located on the site. The Environmental Report states (pg 30) that wetlands will be protected from development, that residential structures will be set back a minimum of seventy-five feet (75'), and that jurisdictional wetlands will be protected and managed in accordance with federal regulations and permitting requirements. The updated Report, dated April 29, 2008, states that portions of the wetlands will be "excavated in order to regain hydraulic connectivity between the stream and floodplain and to appropriately manage flooding. These impacts will be offset by reestablishing wetlands in these exact locations, increasing hydraulic connectivity to the restored wetlands, enhancing wetland

complexity, and by reestablishing the historic cottonwood/willow corridor along the majority of the project reach. Disturbances to the riparian vegetation will be mitigated by increasing the amount, extent and diversity of the existing riparian areas.” The City may want additional expert feedback regarding the effect of this proposal on the wetlands and its ecosystem. Wetlands are valuable for their water-holding capacity (which is what interests the Army Corps), but they are also valuable for the ecosystem they provide.

17. **(Stream Alteration.) Fish habitat shall be maintained or improved as a result of the work proposed;**
18. **(Stream Alteration.) The proposed work shall not be in conflict with the local public interest, including, but not limited to, property values, fish and wildlife habitat, aquatic life, recreation and access to public lands and waters, aesthetic beauty of the stream and water quality;**
19. **(Stream Alteration.) The work proposed is for the protection of the public health, safety and/or welfare such as public schools, sewage treatment plant, water and sewer distribution lines and bridges providing particularly limited or sole access to areas of habitation. (Ord. 941 § 17.88.060, 2004)**

The Applicant will need to submit a specific stream alteration plan in order for the above stream alteration standards to be evaluated.

17.88.060(F):

Conditions. Conditions of approval may include, but not be limited to the following. These items will be considered during the Design Review and/or large Block Plat process.

1. Riparian vegetation and other landscaping is maintained in perpetuity as shown on approved plans.
2. As-built certification shall be required, to be submitted prior to occupancy of structure or upon completion of the proposed work. (Stream alteration.)
3. Other permits (i.e., Idaho Department of Water Resources and Corps of Engineers) shall be obtained by the applicant prior to commencement of construction.
4. Restoration of damaged riparian vegetation within riparian zone shall be required prior to completion of the proposed project. A bond to assure such restoration may be required prior to commencement of such work.
5. The large block plat should be amended to add the following:
 - a. Floodway lines
 - b. Language regarding sheet flooding;
 - c. Language regarding the preservation of riparian vegetation in perpetuity.
6. Elevation certificates for all buildings are required.
7. Trails within riparian zones to be approved by the Planning and Zoning Commission, or by staff as determined by the Commission.
8. If feasible, the pedestrian bridge shall not be located within the riparian zone.
9. Cottonwoods shall be considered within the re-vegetation plan to represent their historic presence.
10. An Affidavit shall be signed by any property owner within the 100-yr floodplain.

11. The re-vegetation of the riparian zones is required of design review. This plan will need to be reviewed and approved prior to any improvements to the PUD and the applicant will need to post security or complete the work prior to commencement of the PUD.
12. Bridges should span the Mean High Water and 100-yr floodplain. Construction of bridge activities should be scheduled to avoid fish spawning, rearing and migration periods as regulated by Idaho Department of Fish and Game.
13. Chain link fencing shall be installed to demarcate at the edge of construction and shall be maintained throughout construction for any portion of the development adjacent to the creek.
14. No fertilizers or pesticides shall be used in riparian areas unless specifically approved by the City's arborist or allowed by the project's Environmental Plan as approved by the City.

CONCLUSION: The Council found the application meets the standards of 17.88.

Title 16: Subdivisions

16.04.040 Development and Design.

- 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 thereof 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, water courses, rock outcroppings, established shrub masses, and historic areas shall be preserved through design of the subdivision.

The project includes many natural features, including Warm Springs Creek, a forested hillside, wetlands, a riparian forest, some riparian vegetation along the banks, and other existing trees within the site.

I. Warm Springs Creek. The property contains a mile-long stretch of Warm Springs Creek, which runs through the center of the property. Currently, the creek is in a relatively poor condition. There is little in the way of riparian vegetation along the banks and the stream has had prior stabilization work, which has caused channelization of the creek. Subsequently, there is little ecological value to this section of Warm Springs Creek. The Applicant proposes to restore the creek by re-vegetating the banks (25' width on the north side and 50' width on the south side) with native riparian trees, shrubs and grasses, which will help stabilize the bank naturally and will allow for improved fish, bird and wildlife habitat. The Applicant also proposes to conduct stream alteration work that will eliminate some of the existing riprap and allow for a more natural appearance, as well as create riffles and pools supportive of good aquatic habitat. Because this property contains such a large section of Warm Springs Creek, the proposal could have a very positive effect on the general ecosystem of the Warm Springs drainage.

II. Conifer forest and hillside. The south portion of the property is a tree-covered hillside at the base of Bald Mountain. The Applicant proposes to keep all development off of this hillside with the exception of a portion of the golf cart path. This golf cart path will require a 10-foot wide path to travel approximately 470 feet through the steep treed hillside in order to access Holes 6-9, proposed in the south

portion of the lot. The Applicant proposes that the proposed golf cart path will be constructed using retaining walls and benching the path into the side slope. Disturbed areas are to be planted with native plants specific to the mountain area.

Specifics on the number of trees, extent of cut and effect on avalanche danger have not been addressed. An alternative to this path would be to route golf carts through the hotel property and over the vehicle bridge proposed on the south end of the property. The benefit of the path location may not outweigh the cost to the habitat and hillside.

III. Cottonwood Forest. The south portion of the site contains riparian vegetation including a substantial cottonwood forest at the southernmost half of the parcel. Vegetation and habitat will be disturbed with the proposed golf course, the driveway access, the golf cart path and the construction of the estate home. Currently, this parcel does not have any permanent (and rarely any temporary) human presence on it. This area is almost entirely within the 100-year floodplain or in avalanche zones. This area has also been identified by the environmental consultants as an area currently used by big game and birds. The Environmental Report states: "The south portion of the property currently has low human use and no permanent human presence and is used by big game for cover and by songbirds for nesting and feeding. An increase in human presence as well as the indirect effects of lighting, pets, and urban wildlife will affect how wildlife uses the area."

The estate and its driveway are proposed within this forest. The building envelope is proposed to be mostly within an opening in the forest, but still results in the removal of some trees. The proposed driveway to the estate will cause removal of some of the identified Cottonwood Riparian Forest. The Applicant proposed, "the area surrounding the estate lot will be replanted with native vegetation to enhance the cottonwood riparian forest and reduce the overall effect of the estate lot". With a future property owner, this proposal could be difficult to monitor and enforce.

The golf course proposed on this portion of the lot will cause a removal of the some riparian vegetation, including trees, although it would be designed to still allow for flooding. While the Applicant does a commendable job of minimizing the turf area for the golf course, the golf course will still change the existing vegetation of this site and the aesthetics of the parcel.

Because of the intrusion into areas otherwise free of human impact and the location of the avalanche red and blue zones, Staff is recommending that the estate house building parcel be moved back to the northwest.

The Council determined that the location of the estate lot is sufficient given that appropriate avalanche hazard warning and that the roadway design respects wildlife corridors.

IV. Existing trees within the property. The Applicant has submitted a plan that identifies which trees are proposed to be preserved, which ones they will attempt to save and which ones will be removed (see Tree Conservation Plan S.17, dated April 29, 2008). The Applicant proposes to replant trees that need to be removed within the site. Many of these trees are substantial in size and may be difficult to successfully transplant. The Applicant has provided the environmental consultant with documentation of successful large tree relocation. This information would be valuable to the City. The Applicant should also identify where trees would be relocated.

F. Lot and Block Requirements.

- 1. Lot size, width, depth, shape, and orientation, and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings,**
- 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contain land with a slope in excess of twenty-five (25) percent based upon natural contours, or create corner lots at the intersection of two 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, water courses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "buildable lot". Building envelopes shall be established outside of hillsides of 25% and greater and outside of the floodway. A waiver to this standard may only be considered for the following:**
 - a. for lot line shifts of parcels that are entirely within slopes of 25% or greater or that do not have sufficient area outside of slopes of 25% or greater to create a reasonable building envelope, and Mountain Overlay Design Review Standards and all other City requirements are met.**
 - b. for small, isolated pockets of 25% or greater that are found to be in compliance with the purposes and standards of the Mountain Overlay District and this section,**

Building envelopes are identified on the site.

I. North site. The building envelope established for the hotel and townhomes shows a twenty-five foot (25') setback along the creek and exclusion of the floodplain. The FP Ordinance encourages setbacks in excess of twenty-five feet (25'). The Commission should consider if a proposal of this scale, with a stated goal of restoring Warm Springs Creek, should provide additional building setback to decrease the potential pressures on the creek. Proposed development will also still need to meet the general front, side and rear yard setbacks as established by the zoning ordinance.

II. West site. The proposed villas and estate lot have building envelopes that are located outside of the floodplain, with a minimum setback of fifty feet (50'). Building envelopes are located outside of the avalanche zones. There are areas within the building envelopes that contain slopes of 25% or greater. This includes the west end of the road where several villas are proposed on the bench. The resulting elevation is approximately ten feet (10') higher in elevation than Warm Springs Road. There is no Mountain Overlay district identified on the site, as this is currently in the County. The plans identify building envelopes that are outside of the floodplain. The proposed building envelopes require road or driveway access through avalanche zones and areas with slopes greater than 25%.

III. South site. The south portion of the lot proposes a building envelope with a fifty foot (50') riparian zone setback (from the MHW). Currently, the floodplain spans almost the entire south site. The Applicant proposes to build up the road access and building envelope to remove it from the floodplain. It has not been identified how this build-up might affect other properties upstream. The building envelope is proposed outside of avalanche zones and on the flat portion of the site. The building envelope would result in loss of a portion of the existing riparian forest. This building envelope location also is located in an area currently used by big game and songbirds.

7. **Every lot in a subdivision shall have a minimum of twenty (20) feet of frontage on a dedicated public street. (Ord. 884 § 16.04.040, 2001)**

A waiver to this standard may be needed for the southern estate lot, which does not front a street. This will be further determined during Design Review.

G. Block Requirements. The length, width, and shape of blocks within proposed subdivisions shall conform to the following requirements:

1. **No block shall be longer than one thousand two hundred (1,200) feet, nor less than four hundred (400) feet between the street intersections, and shall have sufficient depth to provide for two tiers of lots,**
2. **Blocks shall be laid out in such a manner as to comply with the lot requirements,**
3. **The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features,**

The location of the road that accesses Blocks 3-6 (west portion) causes some cut within the conifer forest and hillside. The proposed Block 8 (south portion) will cause disturbance to the riparian cottonwood forest and to wildlife and will necessitate the construction of a new bridge.

H. Street Improvement Requirements.

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,**

The proposed accesses on the west and south portions of the lot are proposed within the avalanche zone. This location causes a safety issue for the public; the Council has determined that these accesses be permitted provided proper avalanche hazard and environmental guidelines are made a part of the Development Agreement. Road locations will also require cuts and fill and the removal of existing mature trees. More details should be provided during Design Review to better evaluate this standard. Additionally, street lighting should be evaluated for dark sky friendliness. Lighting should be designed for safety and should not be over-designed, which could decrease the safety and cause light pollution.

14. **Street alignment design shall follow natural terrain contours to result in safe streets, useable lots, and minimum cuts and fills,**

The proposed road within the west parcel will require cuts and fill within hillside areas. More detailed information, including markers on the site, should be provided to better evaluate this standard. This will be further determined during Design Review.

J. Required Easements. Easements, as set forth hereinafter, shall be required for location of the utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.

- 1. A public utility easement at least ten (10) feet in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.**
- 2. Where a subdivision contains or borders on a water course, drainage way, channel or stream, an easement shall be required of sufficient width to contain said water course and provide access for private maintenance and/or reconstruction of said water course.**

The Applicant should address what access will be needed for long-term maintenance of the restoration efforts. A plat note and easement should be added if appropriate.

- 3. All subdivisions that border the Big Wood River, Trail Creek, and Warm Springs Creek shall dedicate a ten (10) foot fisherman and nature study easement along the river bank. 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 river bank which runs through the proposed subdivision.**

The Applicant proposes a ten foot (10') wide fisherman and nature study easement along the banks of Warm Springs Creek. The Applicant is also proposing a trail system that will be accessible to the public. This public amenity easement should be identified on the plat.

- 4. All subdivisions which border on the Big Wood River, Trail Creek, and Warm Springs Creek shall dedicate a twenty-five (25) foot scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion.**

The Core Hotel Block appears to have portions of the building that are slightly over the SE line, which may be due to the scale of the drawings.

No buildings are proposed over the scenic easement line.

- 5. 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.**

Block 8 is the least suited for development due to avalanche concerns from steepness of slopes, geology and floodplain issues. However, all development is within suitable areas based on soil conditions, slope geology and hydrology.

6. 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 said revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.

The Applicant proposes to re-vegetate all areas of disturbance.

6. Where cuts, fills, or other excavation are necessary, the following development standards shall apply:
 - a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.
 - b. Fills shall be compacted to at least ninety-five (95) percent of maximum density as determined by AASHTO T99 (Am. Assoc. State Highway Officials) and ASTM D698 (Am. Stnd. Testing Methods).
 - c. Cut slopes shall be no steeper than two horizontal to one vertical. Subsurface drainage shall be provided as necessary for stability.
 - d. Fill slopes shall be no steeper than three horizontal to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top and existing or planned cut slope.
 - e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet plus one-fifth of the height of the cut or the fill, but may not exceed a horizontal distance of ten (10) feet; tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet plus one-fifth of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.

More information will be available during the subdivision of each block in order to evaluate this standard.

- O. **Drainage Improvements.** The subdivider shall submit with the preliminary plat application, such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways, or improved public easements and shall extend across and under the entire improved width thereof including shoulders.

More information will be available during the subdivision of each block in order to evaluate this standard.

- P. Utilities.** In addition to the terms mentioned hereinabove, all utilities including but not limited to, electricity, natural gas, telephone, and cable serves 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.

Utilities should be designed to be safe in the event of flooding or avalanche.

- Q. Off-Site Improvements -** Where the off-site 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. (Ord. 803 § 1, 1999; Ord. 316 § 4, 1979)

Offsite improvements that are necessary as a result of the impacts of this project include:

Traffic/Circulation;

- 1) Improvement to Warm Springs Road along the project frontage: roundabout and reconfigured roadway design
- 2) Improvements to Bald Mountain Road
- 3) Proportionate share to the signalization of a traffic signal at Lewis Street and Warm Springs Road
- 4) Proportionate share to the traffic calming improvements needed at Warm springs Road and Highway 75
- 5) Bus pullout along Warm Springs Road

Water System improvements: Sewer System Improvements, and Undergrounding of existing overhead power lines on Warm Springs Road.

PUBLIC HEARING BEFORE THE COUNCIL

1. Public hearings on the application were held on December 1, 2008 and February 11 and 12, 2009. The public hearing was closed on February 12, 2009. Email and written public comment on the project was received up until February 9, 2009. At the conclusion of the public hearing, the Council took up the matter and rendered its decision. The Council also held public meetings and workshops, consisting of public testimony, in August, September, October, and December 2008.

2. Oral testimony in opposition to the application was presented by several individuals, as reviewed in the minutes, who were opposed to the application for the following reasons: the bulk, mass and size of the project; the consistency of the project with the Comprehensive Plan; traffic volume and congestion; visual impacts on the community; lack of tennis as a recreational amenity; height waiver requested; ability of the Applicant to finance the project; public safety (fire, flood, avalanche) infrastructure costs to the City; construction impacts on surrounding neighborhoods; lack of viewsheds and corridors for adjacent

property owners; setbacks from the Warm Springs Creek; environmental impact on existing habitat and; quality of hotel/resort.

3. Oral testimony in favor of the application was presented during the public hearings by the Applicant and several other individuals, as reviewed in the minutes, who were in favor of the application for the following reasons: economic stimulus; recreational amenities (open space, golf course, trails, fishing access); on-site workforce housing component; eco-conscious theme/green concepts; marketing appeal to community; establishment of world-class destination resort; construction-related and permanent employment opportunities; renewed retail purchasing; restoration of Warm Springs Creek; increase in hotel rooms/hot beds/keys; increase in City's Local Option Tax base; enhancement of area aesthetics; and inspiration for future generations.

To allow for adequate review of written material, public comment specific to the remand was taken until 5pm on February 9, 2009. The Council was provided the recorded public comment prior to the Wednesday, February 11, 2009 meeting.

4. The City has fielded, recorded and housed public comment for the project proposal since August of 2007. Email and written comments were catalogued for the public record by Staff.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.

2. Under Chapter 65, Title 67, Idaho Code, the City has passed a land use and zoning code, encompassed in Ketchum City Code Title 17.

3. The City Council has the authority to hear the applicant's Conditional Use Permit application pursuant to Idaho Code Section 67-6512 of the Local Land Use Planning Act and Chapter 16.08 of Ketchum Subdivision Code Title 16.

4. The City Council's December 1, 2008 and February 11 and 12, 2009 public hearings and consideration of the applicant's Conditional Use Permit application was properly noticed pursuant to the Local Land Use Planning Act, Idaho Code Section 67-6512.

5. The application does comply with Ketchum Zoning Code Title 17 and Ketchum Subdivision Code Title 16 and the Ketchum Comprehensive Plan only if the following conditions of approval are met.

COUNCIL DECISION

THEREFORE, the Ketchum City Council **approves** this PUD Conditional Use Permit, subject to the following conditions:

COUNCIL PROPOSED CONDITIONS

1. This PUD Conditional Use Permit shall be issued in writing. The issuance thereof shall not be considered a binding precedent for the issuance of other conditional use permits. A conditional use permit is not transferable from one parcel of land to another.

2. Failure to comply with any condition or term of said permit may cause said permit to be revoked upon motion and hearing of the City Council, pursuant to Ketchum City Code 16.08.130 (C).

3. All projects receiving a PUD Conditional Use Permit, as a condition of said permit, shall be required to submit and receive Design Review approval for each structure to be constructed within the project prior to making application for a building permit irrespective of what zoning district or districts within which the project is located.

4. The binding conditions of this PUD Conditional Use Permit are embodied in the Warm Springs Ranch Resort Annexation and Development Agreement, which Agreement stipulates benefits received that offset the waivers requested; mitigation of impacts of the project; conditions of annexation, and all other terms of this approval.

5. All height and bulk limitations shall be in accordance with Tourist District except those items waived by the Council as part of the PUD. Drawing # A.6, Development Height Standards, illustrates areas where buildings may exceed height and bulk limitations, subject to the following limitations. These limitations shall be implemented by the Council in conjunction with the standards of Chapter 17.96, Design Review, during the Design Review process.

A. Total Permitted Gross Floor Area, Core Hotel and other Buildings in Block 1. The total permitted gross floor area as defined in Ketchum zoning Code Section 17.08.020 square footage for Block 1, including the core Hotel Building shall not exceed 620,146 square feet. Total Floor Area Ratio for all of Block 1 shall not exceed a FAR of 1.43, excluding all roadways and lands below mean high water mark.

B. Building Blocks. The core hotel building shall be designed to read as a series of buildings through the use of building blocks, limited by the horizontal and vertical dimensions listed below. Within the core hotel building there should be an iconic, recognizable elevated mass, which reads as the primary structure (area shown as 93' max. height area). The core building should also incorporate several distinct steps in mass to the east and west; these steps should average 15%-20% from the floor above.

A. Maximum Horizontal Dimensions.

- 1) Large building planes shall be broken into smaller building blocks, which are generally 120, 160 and 180 feet in length.
- 2) Building blocks shall vary in size; not all building blocks may be of the maximum dimensional size.
- 3) No dominant building block shall be more than 180' long without a "break" (a break shall be an interruption of the building wall plane with either a recess or an offset measuring at least 15' in depth, and 1/8 of the building in length (the offset angle constituting the "break" recess shall be between 30 and 90 degrees to the wall. For example, a façade of 180 feet in length must have a break that is 15 feet in depth by 22.5 feet in length.
- 4) No individual façade face w/in the 180' building block shall be longer than 60' without an offset of 8' or greater.

- 5) The overall diagonal dimension of any structure shall not exceed 500' without a true building mass "opening" no less than 45' feet wide. Buildings may be connected through transparent openings that allow for light, air and public access. Such openings will not restrict the use of upper story bridges to connect volume as long as these bridges appear subordinate to the openings, a sense of transparency is maintained and the roofline of the bridges and adjacent buildings do not align.

B. Maximum Vertical Dimensions. With the exception to the 93' tall area considered to be the recognizable mass of the core hotel building, no building façade shall be taller than 35' in height without a horizontal articulation of 8' or greater as measured from average of finished grade.

C. Maximum Roof lengths. With the exception to the 93' tall area considered to be the recognizable mass of the core hotel building, no uninterrupted roof ridge shall run longer than 180'. An interruption in roof ridge is created through the use of a visible change in ridge elevation.

D. Building Height. Building height and height location shall be restricted by the Tent Diagram, Drawing A.6, titled Development Height Standards. Exceptions to height limits are as follows:

- 1) Architectural features such as towers, spires, chimneys, and similar architectural elements that do not include habitable space and covering not more than 5% of the adjacent roof area may exceed the allowed maximum building height by a height of 18 feet. Elevators and other mechanical structures must be fully concealed within the roof form.
- 2) The Applicant may request limited interior or exterior space above the maximum building height that is fully available to the public, such as a restaurant or bar. Said request shall be subject to Design Review approval.

E. Building Height Area Restrictions. The building mass shall be restricted within the illustrated building envelope boundaries shown on the Tent Diagram, Drawing A.6, titled Development Height Standards, at different elevations by the following standard:

- 1) The gross floor area of a building will be limited to 15% of the gross building footprint when located above 80' above site elevation, which is an average of 5' above the mean high water mark of Warm Springs Creek across the length of any individual mass. For example, if the building footprint is 100,000 square feet, than no more than 15,000 square feet may be above 80 feet in height.
- 2) The gross floor area of a building will be limited to 25% of the building footprint when located above 70' above site elevation, an elevation which is an average of 5' above the mean high water mark of Warm Springs Creek across the length of any individual mass. For example, if the building footprint is 100,000 square feet, than no more than 25,000 square feet may be above 70 feet in height.
- 3) Building mass permitted by subsections G1 and G2 above shall not be fully located at the perimeter of the building.

6. The Community Housing requirement identified in the calculations in the Staff Report and Commission deliberations is hereby waived. The proposal to mitigate Community Housing outlined in Warm Springs Ranch Resort, PUD Conditional Use Application

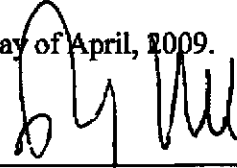
Findings of Fact to CC Hearings of December 1, 2008 and February 11 and 12, 2009

04-07-09

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the letter to the Commission from DDRM dated December 16, 2008 is considered to mitigate community housing impacts. Details of this proposal shall be incorporated into the Development Agreement prepared for this project.

Findings of Fact **adopted** by motion and executed the 7th day of April, 2009.

A handwritten signature in black ink, appearing to read 'Randy Hall', is written over a horizontal line.

Randy Hall, Mayor
City of Ketchum

EXHIBIT H
TENT DIAGRAM, DRAWING A.6

*Base point of height defined as a starting from an average of 5' above the median high water mark of Warm Springs Creek across the length of any individual mass.

Current Zoning defined height as measured per Ketchum Zoning Code Section 17.52.010



Site Conditions & Constraints
Development Height Standards
update to formal application submittal - planning



scale 1" = 50'
september 15, 2008

EXHIBIT I
FOUR-STAR AND FIVE-STAR
STANDARDS CHART

DDRM SUMMARY OF MOBIL FIVE STAR HOTEL REQUIREMENTS

CATEGORY		FOUR STARS	FIVE STARS
1	Overall	Four-Star Lodging Establishment indicates an outstanding hotel providing the guest with a luxury experience in a distinctive setting, including expanded amenities and exceptional service. Guests at a Four-Star Hotel, Resort or Inn can expect to find all of the qualities for a Three-Star Hotel, Resort or Inn plus the following characteristics	Five-Star Lodging Establishment has consistently superlative service and expanded amenities in a luxurious, distinctive environment, making this establishment one of the best in the country. Guests at a Five-Star Hotel, Resort or Inn can expect to find all of the qualities for a Four-Star Hotel, Resort or Inn plus the following characteristics:
EXTERIOR			
2	Curb Appeal	The combination of all exterior elements provides an impressive, well-integrated, and excellent level of curb appeal.	The combination of all exterior elements provides a stunning, unique and outstanding level of curb appeal.
3	Landscaping	Excellent variety of landscaping professionally planned and manicured.	Extensive variety of landscaping with meticulous attention to detail in placement and care.
4	Building	Impressive architectural features well integrated into the surrounding area.	Stunning and unique architectural features.
5	Parking	3 Star Level Plus – Lighting fixtures reflect characteristics of the design of the property; evidence of added security exists; excellent overall illumination.	N/A -Valet parking is expected.

DDRM SUMMARY OF MOBIL FIVE STAR HOTEL REQUIREMENTS

CATEGORY		FOUR STARS		FIVE STARS	
PUBLIC SPACE					
6	Floor Coverings	Excellent quality carpet, wood, marble, or granite floors with unique area rugs.	Outstanding quality of carpet or tile with a distinctive design pattern; highly polished wood, marble, granite, or high-grade stone floors with custom area rugs.		
7	Illumination	Light fixtures are well appointed and of an upscale design that compliments the overall theme of the property; multi-placement provides overall excellent illumination.	4 Star Level Plus - Custom lighting fixtures of outstanding quality providing a unique effect.		
8	Floor Coverings	Excellent quality carpet, wood, marble, or granite floors with unique area rugs	Outstanding quality of carpet or tile with a distinctive design pattern; highly polished wood, marble, granite, or high-grade stone floors with custom area rugs		
9	Corridors	Walls have excellent quality wall coverings or treatments with ceiling trim or decorative border and carpeted or wood baseboard; ceilings are painted plasterboard or have an enhanced, textured finish	Walls have outstanding quality, decorative wall coverings or treatments that are enhanced by wainscot or chair rails with ceiling trim or decorative border and wood baseboard; ceilings are unique, with enhanced architectural design		
10	Signage	3 Star Level Plus - Design is well defined in harmony with the theme of the property. Location of signage is extensive	4 Star Level Plus - Signage is of outstanding quality and unique design		

DDRM SUMMARY OF MOBIL FIVE STAR HOTEL REQUIREMENTS

CATEGORY		FOUR STARS	FIVE STARS
11	Lobby/Registration Area	Spacious registration area located away from main traffic areas with multiple conversational groupings accommodating several small groups; upgraded luggage carts; recognizable guest service area and bell stand	4 Star Level Plus - Privacy seating areas are available; recognizable concierge area
12	Miscellaneous	3 Star Level Plus - Multiple recessed phones with note pads & pens, located away from traffic areas	4 Star Level Plus - Chair or bench at the telephone providing extra comfort
13	Elevator Landings	3 Star Level Plus - Elevator landings are well appointed with an upscale design keeping in the theme of the property; additional service elevator is available for staff use	4 Star Level Plus - Elevator landings exhibit design elements of outstanding elegance and appeal
14	Vending and Ice Machine	Vending and ice needs are handled in a specialized manner, such as an in-room service bar	4 Star Level Plus - Specialized delivery service available
15	Miscellaneous	3 Star Level Plus - Pressing is available at specific times	4 Star Level Plus - Specialized service available 24 hours, seven days a week
16	Breakfast Area	N/A	N/A
17	Baggage Area	A dedicated and secure luggage storage area is available	

DDRM SUMMARY OF MOBIL FIVE STAR HOTEL REQUIREMENTS

CATEGORY		FOUR STARS		FIVE STARS	
18	Restaurant & Dining Facilities (The number and type of food & beverage outlets should be in harmony with the theme of the property. Multiple outlets are expected at resorts)	Upscale, full service restaurant; separate lounge or bar area		Multiple outlets; full-service formal or casually elegant; separate lounge or bar area	
19	Recreational Facilities	3 Star Level Plus - Swimming pool area is well-appointed with upscale design elements and an excellent quality and variety of pool furniture; hot tub and steam room; food and beverage is available poolside		4 Star Level Plus - Design elements are of outstanding elegance and appeal; pool furniture is of outstanding quality; full-time professional attendant is on duty, full spa services available	
20	Fitness Center	On site with state-of-the-art equipment; lockers and dressing area provided		4 Star Level Plus - Extensive variety of state-of-the-art equipment; customized training programs offered by professionally trained attendants	
21	Additional Recreational facilities (i.e....playground, lawn games, tennis, golf, horseback riding, etc.)	Excellent variety of additional recreational facilities are available on site or arrangements are made for off-site services		4 Star Level Plus - First-class facilities with a unique variety of services offered	
22	Meeting Rooms	Variety of well appointed meeting rooms with upscale design elements; state-of-the-art audiovisual equipment available		4 Star Level Plus - Design elements are of outstanding elegance and appeal; first-class facilities and a unique variety of services offered	
23	Restrooms	3 Star Level Plus - Upscale facilities appropriate for the number of meeting rooms		4 Star Level Plus - Public washrooms feature well-maintained cloth towels, fresh plants or flowers.	

DDRM SUMMARY OF MOBIL FIVE STAR HOTEL REQUIREMENTS

CATEGORY		FOUR STARS	FIVE STARS
24	Spa	3 Star Level Plus - Current newspapers and national title magazines are provided. All spa treatment rooms have individual temperature controls. Number of treatment rooms should be appropriate for size of hotel	4 Star Level Plus- Spa of unique design and the highest quality materials. Spa suites are recommended. All treatment rooms to have individual sound controls.
25	Sundries and Other Shops	Upscale gift shop	Variety of first-class shops
GUESTROOMS			
26	Furnishings and Décor	Upscale, decorative, well-appointed keeping with the theme of the property; high degree of comfort, featuring professionally fitted coverings	Outstanding elegance and appeal with unique style, displaying luxurious furnishings and artistic elements; additional furnishings such as end tables, coffee or occasional tables are common
27	Free Floor Space	3 Star Level Plus - Obvious degree of spaciousness allowing increased ease of movement for guests	4 Star Level Plus - Allowing generous ease of movement, comfort and relaxation for guests
28	Wall Coverings	Walls have excellent quality wall coverings or treatments with ceiling trim or decorative border and wood baseboard coving	Walls have outstanding quality, decorative wall coverings or treatments with ceiling trim or decorative border and wood baseboard coving
29	Wall Hangings	Upscale, matted and framed artwork	Sophisticated prints or lithographs with enhanced matting and frames

DDRM SUMMARY OF MOBIL FIVE STAR HOTEL REQUIREMENTS

CATEGORY		FOUR STARS	FIVE STARS
30	Floor Coverings	Excellent quality carpet, wood, marble, granite, or other high end stone floors with unique area rugs	Outstanding quality of carpet with distinctive design pattern; highly polished wood, marble, granite or other high end stone floors with elegant area rugs
31	Window Coverings	3 Star Level Plus - Excellent quality with sheers and valence	4 Star Level Plus - Outstanding quality and design
32	Bedding	3 Star Level Plus - Excellent quality bed linens including quilted bedspreads, comforters with dust ruffles, duvets, or similar enhancements; triple sheeting and choice of pillow fills. Bed is plush and inviting with oversized or numerous pillows.	4 Star Level Plus - Outstanding quality bed linens including plush, quilted bedspreads, comforters with dust ruffles, duvets or similar enhancements; triple sheeting and choice of pillow fills. Bed is plush and inviting with oversized or numerous pillows.
33	Clothes Hanging Space	3 Star Level Plus - At least eight open hook wood hangers	4 Star Level Plus - At least ten hangers; illuminated closets
34	Clothes Storage Space	3 Star Level Plus Sufficient space for two pieces of luggage; upgraded racks or benches	4 Star Level Plus Ample space
35	Illumination	3 Star Level Plus Excellent overall illumination; free standing fixtures in appropriate places	4 Star Level Plus Outstanding level of illumination providing the highest degree of guest comfort
36	Furniture	Excellent quality furnishings; veneer finish with solid wood laminate insets	Evidence of custom design and workmanship in style of furnishings; solid wood or other upscale materials

DDRM SUMMARY OF MOBIL FIVE STAR HOTEL REQUIREMENTS

CATEGORY		FOUR STARS		FIVE STARS	
37	Seating (very good quality vinyl upholstery is acceptable at beach resorts)	3 Star Level Plus Excellent quality, comfort and variety, such as a love seat or oversized chair with ottoman	4 Star Level Plus Outstanding quality providing an ultimate degree of guest comfort		
38	Writing Surface	3 Star Level Plus - Large oversized desk	4 plus Desk top enhancements such as desk blotter, pen/pencil set, etc.		
39	Television Placement	Television located in closed armoire.	Television located in closed armoire or other furniture for 42" inch screen		
40	Temperature Controls	Central system with thermostat control	Digital thermostat control with immediate response		
GUESTROOM AMENITIES					
		3 Star Level Plus:	4 Star Level Plus:		
41	Television	Flat panel of at least 32 inches. Pay movies with at least two premium movie channels, two all news and two financial channel	Flat panel of at least 42 inches. Pay movies with at least two premium movie channels, two all news and two financial channel		
42	Other Electronics	High-speed internet access	Fax machine.		
43	Internet Access	High-speed internet access with easily accessible data ports	High-speed internet access (wireless if possible so guest can access anywhere in the room)		
44	Ice Buckets	Insulated and padded vinyl ice bucket with lid; glass tumblers	Decorative, insulated ice bucket with lid; selection of glassware		

DDRM SUMMARY OF MOBIL FIVE STAR HOTEL REQUIREMENTS

CATEGORY		FOUR STARS		FIVE STARS	
45	Clock Radio	Clock radios		Enhanced clock radio	
46	CD/DVD Player/Video Games	CD/Video games		CD player with at least one cd selection and sound system. DVD Player is advisable.	
47	Telephones	Specker phone. Multiple or cordless telephone with at least 2 lines.		Three phone lines	
48	Robes, Slippers			Two robes and two pairs of slippers; robes are of elegant soft materials. One robe needs to be large enough for taller male	
49	Miscellaneous	Mini-bar with non-auto charge and premium products appropriately displayed		In-room safe; umbrella	
50	Reading Material	Additional reading materials such as magazines, books, etc.		High level magazines such as Architectural Digest	
51	Guest Directory			Upscale guest-service directory in folder with Logo.	
52	Mirrors	Framed or beveled full length mirror		Full-length mirror in bathroom	
53	Ironing	Full-size iron and ironing board		Butler service can replace iron and ironing board	
54	Coffee maker			Silver or china coffee tea service with wooden tea tray	
55	Stationary	Upgraded stationary		Elegant stationary with writing pad	
BATHROOMS					

DDRM SUMMARY OF MOBIL FIVE STAR HOTEL REQUIREMENTS

CATEGORY		FOUR STARS	FIVE STARS
56	General	Upscale, decorative, well-appointed and in keeping with the theme of the property; high degree of style; some artwork or wall enhancements	Outstanding elegance and appeal with unique style displaying luxurious furnishings and artistic elements
57	Free Floor Space	Excellent-size bathrooms affording guests increased ease of movement and comfort	Spacious bathrooms allowing generous ease of movement, comfort, and relaxation
58	Wall and Floor Coverings	Excellent quality, including ceramic tile, marble, or granite flooring	Outstanding quality and design
59	Fixtures	3 Star Level Plus - Excellent quality ceramic tile, marble or poured acrylic; enhanced faucets and fixtures; decorative double shower curtain; upgraded shower heads; tub and shower height soap dishes	4 Star Level Plus - Large separate shower stall in addition to the tub/shower combination; outstanding quality marble or outstanding quality ceramic tile shower walls; outstanding quality decorative double shower curtain with enhancements
60	Vanity/Commode	3 Star Level Plus - Excellent quality including marble or other high-grade surface; large framed mirror	4 Star Level Plus - Separate or semi-separate enclosed commode area with sound insulation
61	Towel Racks	High quality with unique design	4 Star Level Plus - Outstanding quality and should be heated in colder climates
62	Towels	3 Star Level Plus - Excellent quality, plush towels; oversized	4 Star Level Plus - Outstanding quality, plush towels; oversized
63	Amenity Items	Five piece amenity package of excellent quality with an upscale presentation; upscale, decorative soap dish	4 Star Level Plus - Seven-piece amenity package of outstanding quality and distinction

DDRM SUMMARY OF MOBIL FIVE STAR HOTEL REQUIREMENTS

CATEGORY		FOUR STARS	FIVE STARS
64	Facial Tissues	Facial tissues of excellent quality in decorative container	Facial tissues in custom-designed container
65	Hair Dryer	Free-standing hair dryer	Hair Dryer located in special compartment in drawer or other acceptable area.
66	Miscellaneous	3 Star Level Plus - Bathroom area rug; makeup mirror; telephone	4 Star Level Plus - Scale; illuminated makeup mirror
SERVICE STANDARDS			
		3 Star Level Plus:	4 Star Level Plus:
67	Turndown Service	Turndown service is automatic and guest clothing is neatly handled and guest toiletries are neatly arranged and displayed on a cloth or shelf.	
68	Valet Parking	Call ahead service is available	
69	Baggage Service		
70	Laundry Service	One hour pressing in available. Same day laundry service available seven days a week.	
71	Newspaper Service		Two newspapers are provided on a complementary basis.
72	Room Service	Room service is delivered within 30 minutes (order is communicated within 5 minutes).	Twenty-four hour room service is available, including hot food. Normally, this includes alcoholic beverage service but Mobil has made exceptions depending on location.

DDRM SUMMARY OF MOBIL FIVE STAR HOTEL REQUIREMENTS

CATEGORY		FOUR STARS	FIVE STARS
73	Computer Access		
74	Fitness Center Service	Current newspapers and national title mogazines are provided. All exercise machines have personal headbphones	Water and towels provided regularly by attendants as guest is engaged in work out.
75	Reservations	Written confirmation is automatic or offered, either by mail, fax or e-mail.	
76	Guest Names	Guests name is used effectively, but discreetly, as a signal of recognition.	Guests name is used effectively, but discreetly, as a signal of recognition, but used as much as possible. In other words, staff is to remember guest names.
77	Check In Experience	The time from arriving at the reception area until registration is complete does not exceed five minutes (includes queuing).	Personalized bell service delivering the guest to the room (along with ice, pressing, assistance in hanging personal items.
78	Written Information	All written information is provided on good quality paper or pods, custom-printed.	
79	Bathroom Amenity Placement	Bathroom presentation and placement of amenities and linens is thoughtful, careful, and elegant.	
80	Ice Service	Fresh ice is service provided during evening service or at another time during the day.	Pre-determine with guest regular ice service times during the day
81	Flower Service	Fresh flowers are present in guest rooms and checked or replaced at least 2 to 3 times weekly.	Fresh flowers are present in guest rooms and checked or replaced daily.

DDRM SUMMARY OF MOBIL FIVE STAR HOTEL REQUIREMENTS

CATEGORY		FOUR STARS	FIVE STARS
82	Concierge/Guest Service	Special Service desk identified as concierge/guest service is situated apart from reception/front desk.	
83	Wake-up Call	Wake-up call is personalized with guest's name and time of day and is delivered within 2 minutes of designated time.	
84	Spa Services	Treatments are begun and ended on schedule, within five minutes of expected or booked time. During treatment, therapist appears to be genuinely expert, moving seamlessly through the treatment as described and expected. Live plants are present.	Fresh flowers are present.
85	Pool Service		If pool service is available, guests are proactively greeted and escorted to their chairs, and set-up assistance is provided or offered. During a 90 minute period and in warm conditions, some sort of complimentary refreshment is offered (for example, mineral water, fresh fruit, water spritz.)
86	Staff Preparation		Staff is extremely well spoken, polite and clear, avoids slang and phrase-fragments.
87	Staff Preparation		Staff is extremely well informed about requirements within their department.

DDRM SUMMARY OF MOBIL FIVE STAR HOTEL REQUIREMENTS

CATEGORY		FOUR STARS	FIVE STARS
88	Staff Preparation		Overall service is flawless from initial reservation call to departure service.
89	Staff Preparation		Any work undertaken by the staff is handled with complete professionalism, as would be expected by professional secretaries; and returned to guests neatly, in folders or envelopes.

EXHIBIT J

DESIGN REVIEW

DELIVERABLES

WARM SPRINGS RANCH RESORT - Draft Design Review Process Deliverables

Date: 06/11/09

DELIVERABLES			PRE-APPLICATION	DESIGN REVIEW APPLICATION
			Drawing Submittal	Drawing Submittal
Architectural Submittal				The pre-application submittal will act as the prime basis for the submittal for Design Review Application revised with the following additions and agreed upon Planning Commission comments.
I	PROJECT NARRATIVE		General explanation of key project components, character, and a program summary.	Add Solar/Green supplemental information.
II	MASTER SITE PLAN		Entire site showing all proposed building, uses and amenities	Add project information and area tabulation table.
III	MASTER PHASING PLAN		Master plan diagram showing proposed project phasing describing the areas and uses in each phase. Program summary by phase	Final master plan diagram showing proposed project phasing describing the areas and uses in each phase. Program summary by phase
IV	MASTER PLAN / ENLARGED RESORT CORE PLAN & TENT DIAGRAM		Proposed Resort Core buildings and maximum building heights shown within the approved Tent Diagram	Updated proposed Resort Core buildings and maximum building heights shown within the approved Tent Diagram
V	MASTER PLAN / ARCHITECTURAL CONCEPTS FOR SITE BRIDGES		Plan, Elevation and Section Sketches of proposed pedestrian and vehicular bridges	Additional information on Warm Spring Road Bus stops
VI	BUILDING TYPES			
	A	CORE HOTEL BUILDING		
	1	Floor Plans (Levels B-2 (Creek Level) & B1, Floors 1 thru 6)	Diagrammatic floor plans showing basic uses, circulation and area calculations	Add overall dimensions.
	2	Roof Plan	Diagrammatic roof plan showing slope, green roofs and skylights	Add information on snow control and solar power options.
	3	Exterior Elevations (3)	Elevations showing architectural character of three primary sides - from WS Road, from creek, and East end.	Add vertical dimensions and materials labels.
	4	Site / Building Sections (2)	Diagrammatic building sections showing overall heights, roof configuration, circulation and use.	Add vertical dimensions.
	B	WARM SPRINGS RESTAURANT		
	1	Floor Plan/Area Site Plan	Diagrammatic floor plan showing basic uses, circulation and area allocations. Show immediate environs, decks, trout pond, creek edge, etc.	Add overall dimensions.
	2	Roof Plan	Diagrammatic roof plan showing slope, green roofs and skylights	Add information on snow control and solar power options.
	3	Exterior Elevations (2)	Elevation showing architectural character of two primary sides.	Add vertical dimensions and materials labels.
	4	Building Section	Not included in submittal	Add (1) Diagrammatic BUILDING SECTION showing overall heights, roof configuration, circulation and use.
	C	TOWNHOUSE (ROW) - Prototype Concept Building		
	1	Floor Plans (Floors 1 thru 3)	Diagrammatic floor plan showing basic uses, circulation and area allocations.	Add overall dimensions.
	2	Roof Plan	Diagrammatic roof plan showing slope, green roofs and skylights	Add information on snow control and solar power options.
	3	Exterior Elevations (2)	Elevation showing architectural character of two primary sides.	Add vertical dimensions.
	4	Building Section	Not included in submittal	Add (1) Diagrammatic BUILDING SECTION showing overall heights, roof configuration, circulation and use.

DELIVERABLES		PRE-APPLICATION	DESIGN REVIEW APPLICATION
		Drawing Submittal	Drawing Submittal
D	EVENT HOUSE		
	1 Floor Plan	Diagrammatic floor plan showing basic uses, circulation and area allocations.	Add overall dimensions.
	2 Roof Plan	Diagrammatic roof plan showing slope, green roofs and skylights	Add information on snow control and solar power options.
	2 Exterior Elevations (2)	Elevations showing architectural character of two primary sides.	Add vertical dimensions and materials labels.
	3 Building Section	not included in submittal	Add (1) Diagrammatic BUILDING SECTION showing overall heights, roof configuration, circulation and use.
E	VILLA - Prototype Concept Building		
	1 Floor Plans (1st and 2nd Floor)	Diagrammatic floor plan showing basic uses, circulation and area calculations.	Add overall dimensions.
	2 Roof Plan	Diagrammatic roof plan showing slope, green roofs and skylights	Add information on snow control and solar power options.
	3 Exterior Elevations (2)	Elevations showing architectural character of two primary sides.	Add vertical dimensions and materials labels.
	4 Building Section	not included in submittal	Add (1) Diagrammatic BUILDING SECTION showing overall heights, roof configuration, circulation and use.
F	WORKFORCE HOUSING		
	1 Floor Plans (Floors 1 thru 3)	Diagrammatic floor plan showing basic uses, circulation and area calculations.	Add overall dimensions.
	2 Roof Plan	Diagrammatic roof plan showing slope, green roofs and skylights	Add information on snow control and solar power options.
	3 Exterior Elevations (2)	Elevations showing architectural character of two primary sides.	Add vertical dimensions and materials labels.
	4 Building Section	not included in submittal	Add (1) Diagrammatic BUILDING SECTION showing overall heights, roof configuration, circulation and use.
VII	BUILDING COLORS AND MATERIALS PALETTE	A family of colors and materials will be presented using actual samples.	Add digital copy of colors and materials.
VIII	MATERIALS TO BE PROVIDED DURING REVIEW PROCESS FOR INDIVIDUAL PHASES		
	A Floor Plans	By Phase	Showing circulation by Phase
	B Roof Plan	By Phase	Add information on snow control and solar power options.

DELIVERABLES			PRE-APPLICATION	DESIGN REVIEW APPLICATION
			Drawing Submittal	Drawing Submittal
Landscape Submittal				
I	LANDSCAPE NARRATIVE			Provide narratives (revised and new), plant palette, and irrigation methodology with Calcs. (revised and new).
	L1.01	Preliminary Master Landscape Plan (revised)	Diagrammatic site plan showing basic land uses, materials massing, circulation and screening concepts.	Updated Diagrammatic site plan showing basic land uses, materials massing, circulation and screening concepts.
	L1.02	Enlarged Core Area Landscape Plan (new)	Diagrammatic site plan showing basic land uses, materials massing, circulation and screening concepts.	Updated Diagrammatic site plan showing basic land uses, materials massing, circulation and screening concepts.
	L1.03	Preliminary Trails Plan (revised)	Diagrammatic site plan showing pedestrian routing throughout site. Includes trail access points.	Updated Diagrammatic site plan showing pedestrian routing throughout site. Includes trail access points.
	L1.04	Preliminary Golf Routing Plan (revised)	Diagrammatic site plan showing basic routing and hole configuration.	Updated Diagrammatic site plan showing basic routing and hole configuration.
	L1.05	Preliminary Open Space Plan (revised)	Not included in Pre-App submittal	Diagrammatic site plan showing basic configuration and area calcs of open space.
	L1.06	Preliminary Tree Conservation Plan (revised)	Not included in Pre-App submittal	Plan of all existing trees which are to be retained
	L1.08	Preliminary Circulation Plan (revised)	Not included in Pre-App submittal	Diagrammatic site plan showing vehicular routing throughout site. Includes golf cart path routing.
	L2.01	Preliminary Cross-sections (revised)	Not included in Pre-App submittal	Diagrammatic sections showing overall land form heights, basic grading, contouring, and use.
	L2.02	Preliminary Cross-sections (revised)	Not included in Pre-App submittal	Diagrammatic sections showing overall land form heights, basic grading, contouring, and use.
Environmental Plan				
	E1.01	Environmental Plan	Not included in Pre-App submittal	Consistent with Section 8 of the Development Agreement
Civil Submittal			Not included in Pre-Application Submittal	Full Set included in DRB Submittal
	C0	Cover Sheet Table of Contents	Not included in Pre-Application Submittal	Standard Cover Sheet
	C0.01	Existing Conditions Sheet	Not included in Pre-Application Submittal	Previously prepared for PUD. Will be updated with new date and sheet numbers.
	C0.02	Constraints Map (Zoning Overlay)	Not included in Pre-Application Submittal	Previously prepared for PUD. Will be updated with new date and sheet numbers.
	C0.03	Site Survey/Boundaries	Not included in Pre-Application Submittal	Previously prepared for PUD. Will be updated with new date and sheet numbers.
	C0.04	Site Topography	Not included in Pre-Application Submittal	Previously prepared for PUD. Will be updated with new date and sheet numbers.
	C0.05	Site Topography	Not included in Pre-Application Submittal	Previously prepared for PUD. Will be updated with new date and sheet numbers.
	C0.06	Site Topography	Not included in Pre-Application Submittal	Previously prepared for PUD. Will be updated with new date and sheet numbers.
	C0.07	Large Block Plat	Not included in Pre-Application Submittal	Previously prepared for PUD. Will be updated with new date and sheet numbers.
	C0.08	Large Block Plat	Not included in Pre-Application Submittal	Previously prepared for PUD. Will be updated with new date and sheet numbers.
	C0.09	Large Block Plat	Not included in Pre-Application Submittal	Previously prepared for PUD. Will be updated with new date and sheet numbers.
	C1.01	Site Road Improvements	Not included in Pre-Application Submittal	Final road alignment and elevations with grading and drainage details for the access road to the Villas.

DELIVERABLES			PRE-APPLICATION	DESIGN REVIEW APPLICATION
			Drawing Submittal	Drawing Submittal
	C1.02	Site Road Improvements	Not included in Pre-Application Submittal	Final road alignment and elevations with grading and drainage details for the Bald Mt Road and Townhouse Lane.
	C1.03	Site Road Improvements	Not included in Pre-Application Submittal	Final road alignment and elevations with grading and drainage details for the Bald Mt Road and Townhouse Lane.
	C1.10	Roundabout Design	Engineered to a level that ensures the hotel entry area is viable and to identify area needed acquisition.	Final road alignment and elevations with grading and drainage details for Warm Springs Road improvements.
	C4.02	Site Snow Storage Plan	Not included in Pre-Application Submittal	Snow storage areas, details and calculations.
		Riparian Restoration Management Plan	Not included in Pre-Application Submittal	Full Set included in DR Submittal
	S-1	Cover Sheet	Not included in Pre-Application Submittal	Site location and Table of Contents.
	S-2	Project Vision, Goals and Objectives	Not included in Pre-Application Submittal	Simple flow chart depicting enhancement Vision, Goals & Objectives.
	S-3.1	Historic Site Conditions	Not included in Pre-Application Submittal	1943 Aerial photo of site.
	S-3.2	Historic Land Cover	Not included in Pre-Application Submittal	Historic land use and vegetation cover.
	S-3.3	Existing Site Conditions	Not included in Pre-Application Submittal	2004 (2005) aerial photo of site.
	S-3.4	Existing Land Cover	Not included in Pre-Application Submittal	Existing land use and vegetation cover.
	S-3.5	Proposed Site Conditions	Not included in Pre-Application Submittal	Proposed site conditions (roads, buildings, bridges, golf course, stream).
	S-3.6	Proposed Land Cover	Not included in Pre-Application Submittal	Proposed land use and vegetative cover types.
	S-3.7	Proposed Planting	Not included in Pre-Application Submittal	Table of proposed species for vegetative cover types identified in S-3.6.
	S-4.1	Existing and Proposed Floodplain Map	Not included in Pre-Application Submittal	Overlay of existing & proposed floodplains. Tally increase in floodplain habitat area.
	S-4.2	Existing and Proposed Flood Profiles	Not included in Pre-Application Submittal	Comparison of Existing and Proposed 100-Year Flood Elevations.
	S-5.1	General Legend and Proposed Enhancements	Not included in Pre-Application Submittal	Table showing enhancement treatments and benefits. Doubles as general graphic legend. Expand to sheet S-5.2 if necessary.
	S-5.2	General Legend and Proposed Enhancements	Not included in Pre-Application Submittal	Continuation of S-5.1, if necessary.
	S-6	Reach Index	Not included in Pre-Application Submittal	Copy of S-3.5 with stream reaches and subsequent sheets identified.
	S-6.1 to S-6.5	Reaches 1 - 5.	Not included in Pre-Application Submittal	Reach-specific plan views and typical cross-sections. (Cross-sections vertically exaggerated.)
	S-7.1 to S-7.6	Typical Stream and Floodplain Cross-sections. (Existing & Proposed)	Not included in Pre-Application Submittal	Renderings of typical cross-sections with photos. Same as used during 9/29/09 agency field trip.
	S-8.1	Construction Sequencing and General Stream-Related BMPs	Not included in Pre-Application Submittal	Plan view of proposed stream with numbers for sequential construction steps and table describing
	S-9.1 to	Proposed Bridges	Not included in Pre-Application Submittal	Plan, profile and cross-section of foot bridge and downstream vehicular bridge. Sheet focuses on
		Construction Staging and Mitigation Plan		
	CM1.01	Construction Mitigation Plan	Not included in Pre-Application Submittal	Plan included in DRB Submittal similar (and more fully developed) to the conceptual plan submitted in the PUD application

EXHIBIT K
GOLF FACILITY PLAN



golf scorecard

hole	1	2	3	4	5	6	7	8	9	out
total	145	137	109	778	166	176	129	106	171	1,257
par	3	3	3	3	3	3	3	3	3	27

golf design philosophy

the landscape design for the warm springs ranch resorts, nine hole, par 3 golf course will be to integrate and enhance the natural features of the site. the turf areas (as shown conceptually on the plan) are intended to be sufficient in size for playability but condensed in size, wherever possible, to minimize the use of turf. the enhancement of the Warm Springs Creek, in conjunction with the utilization of both native and native compatible plant material, will be integrated throughout the golf course open space areas. this is intended to create a golf experience that will be unique and specific to the site



EXHIBIT L
MEMORANDUM OF
AGREEMENT

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**MEMORANDUM OF SECOND AMENDED AND RESTATED WARM SPRINGS
RANCH RESORT ANNEXATION AND DEVELOPMENT AGREEMENT**

THIS MEMORANDUM OF SECOND AMENDED AND RESTATED WARM SPRING RANCH RESORT ANNEXATION AND DEVELOPMENT AGREEMENT made and entered into by and between the City of Ketchum, Idaho ("Ketchum"), a Municipal Corporation and Helios Development, LLC (Owner"), a Delaware Limited Liability Company.

1. On August 11, 2009 Ketchum and Owner entered into the Warm Springs Ranch Resort Development Agreement ("Original Agreement"), recorded on August 13, 2009 in the records of Blaine County, Idaho as Instrument No. 570190, for the purpose of establishing certain rights and obligations of the Parties with regard to annexation of the real property described in Exhibit A and the development of the PUD Property, including limitations as to the use, development, design, phasing, construction of necessary improvements (on-site and off-site) and mitigating the impacts directly attributable to the PUD. The Original Agreement was first amended by Amendment dated May 10, 2010 and recorded on June 2, 2010 as Instrument No. 577973, records of Blaine County, Idaho and next amended by Instrument entitled Second Amendment, dated January 18, 2011 and recorded on March 7, 2011, as Instrument No. 585686, records of Blaine County, Idaho.
2. On April 2, 2012 Ketchum and Owner, entered into the Amended and Restated Warm Springs Ranch Resort Annexation and Development Agreement ("Amended and Restated Agreement") under and by virtue of which the Original Agreement was amended, supplemented and restated to supersede the Original Agreement and to memorialize certain changes in the arrangement between them. A Memorandum of Amended and Restated Warm Springs Ranch Resort Annexation and Development Agreement was then recorded in the office of the Blaine County Recorder's Office as Instrument No. 599902 on the 7th day of August, 2012.

3. Effective the 19th day of December, 2016 Ketchum and the Owner entered into the Second Amended and Restated Warm Springs Annexation and Development Agreement ("Second Amended and Restated Agreement") under and by virtue of which the Original Agreement and the Amended and Restated Agreements were amended, supplemented and restated and superseded; and
4. The Original Agreement, the first amendment dated May 10, 2010 and the second amendment dated January 18, 2011, Amended and Restated Agreement and the Second Amended and Restated Agreement may all be inspected during regular business hours at the Ketchum City Hall, 480 E. Avenue, Ketchum, Idaho or on its website www.ketchumidaho.org. The terms and conditions of the Second Amended and Restated Agreement are incorporated herein shall extend to and be binding upon the heirs, executors, administrators, grantees, successors and assigns of the parties hereto.

Helios Development, LLC,
a Delaware Limited Liability Company
By: Zon Development, LLC,
a Delaware Limited Liability Company,
its managing member

City of Ketchum, Idaho
a Municipal Corporation

By: _____
Diane Boss, Authorized Agent

By: _____
Micah Austin,
City Planning & Building Director
Duly Authorized Agent for City

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 :ss.
County of Blaine)

On this ____ day of December, 2016, before me _____, a Notary Public in and for said State, personally appeared Micah Austin, known or identified to me to be City Planning & Building Director of the City of Ketchum, a Municipal Corporation of the state of Idaho, that executed the said instrument, and acknowledged to me that City of Ketchum 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.

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

County of Los Angeles)

DIANE BOSS, being first duly sworn on oath, deposes and says:

That she is the Authorized Agent of Zon Development, LLC, a Delaware Limited Liability Company, the managing member of Helios Development, LLC, a Delaware Limited Liability Company, one of the parties in the above-entitled Memorandum; that she has read the above and foregoing *Memorandum of Second Amended and Restate Warm Springs Ranch Resort Annexation and Development Agreement*, knows the contents thereof, and represents that the facts stated therein are true.

Diane Boss

SUBSCRIBED AND SWORN TO before me this _____ day of December, 2016.

My Commission Expires:

Acknowledgement

A notary public or other officer completing this Certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On the ____ day of December, 2016 before me, _____, a notary public for the state of California personally appeared **Diane Boss** known or identified to me to be the person whose name is subscribed to the within instrument as the authorized agent of Zon Development, LLC, a Delaware Limited Liability Company, as the Managing Member of Helios Development, LLC, and acknowledged to me that she executed the same on its behalf as such Managing Member of Helios Development LLC, and that such Limited Liability Company executed the same.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

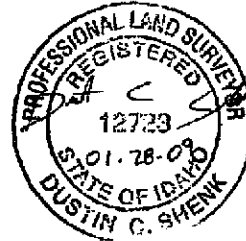
Notary Public for California

My Commission expires: _____

(Seal)

Benchmark Associates, P.A.

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-788-1479 : Facsimile 208-788-1044



LEGAL DESCRIPTION FOR: PROPOSED WARM SPRINGS RANCH ANNEXATION INTO THE CITY OF KETCHUM

A PARCEL OF LAND

**Located Within: Sections 11, 12 and 13, and a Portion of H.E.S. 292,
Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho**

Being all of Tax Lots 8074 (formerly T.L. 6980), 8079 (formerly T.L. 7642), 8080 (formerly T.L. 7643) and 8082 (formerly T.L. 7926), also a Portion of Tax Lots 8075 (formerly T.L. 7638), 8076 (formerly T.L. 7639) and 8077 (formerly T.L. 7640), Township 4 North, Range 17 East, Boise Meridian:

The above described Parcels being shown on that Record of Survey recorded as Instrument #536423, records of Blaine County, Idaho and being more particularly described by metes and bounds as follows:

COMMENCING at the Center North 1/16 corner of Section 13, running thence S89°27'01"W, 660.25 feet to the CENW 1/64 Corner of said Section 13, said corner being the TRUE POINT OF BEGINNING;
thence S89°50'16"W, 664.57 feet to the Northwest 1/16 Corner of said Section 13;
thence N01°28'41"E, 882.68 feet to a point lying S01°28'41"W, 451.06 feet from the West 1/16 Corner common to Sections 12 and 13;
thence N33°56'54"W, 539.60 feet along a PROPOSED BLM LAND ACQUISITION PARCEL to a point on the Section Line Common to said Sections 12 & 13 said point lies S89°24'51"W, 312.86 feet from said West 1/16 corner common to Section 12 and 13;
thence along said Section Line S89°24'51"W, 340.61 feet to the WW1/64 Corner of said Sections 12 & 13;
thence along said Section Line S89°41'29"W, 662.58 feet to the Section Corner Common to Section 12 & 13 only;
thence along the Section Line Common to Sections 11 and 12, N00°46'11"E, 422.02' to the intersection of said Section Line and the Southern Boundary of H.E.S. 292;
thence S80°24'44"W, 2208.75 feet along the south boundary of said H.E.S. 292 to the east boundary of Tax Lot 3082;
thence N00°26'48"E, 765.87 feet along the east boundary of said Tax Lot 3082 and Tax Lot 2784 to a point on the south boundary of Tax Lot 5103 and Mendivil Subdivision, recorded as Instrument #282862, records of Blaine County;
thence S53°49'42"E, 183.90 feet along said south boundary of Tax Lot 5103 to southwest corner of Lot 12, Warm Springs Creekside Subdivision, recorded as Instrument #16033, records of Blaine County;

thence along the south boundary of said Warm Springs Creekside Subdivision by the following courses:

S46°44'58"E, 73.97 feet;
S56°52'58"E, 75.36 feet;
S61°05'58"E, 74.58 feet;
S65°47'22"E, 101.10 feet;
S89°01'17"E, 100.62 feet;
N73°12'28"E, 98.50 feet;
N74°59'49"E, 97.10 feet;
N80°34'44"E, 78.20 feet;
N79°49'43"E, 75.99 feet;
N80°40'31"E, 76.18 feet;
N86°16'48"E, 77.89 feet;
N71°01'39"E, 75.00 feet;
N89°42'41"E, 65.71 feet;
N66°05'23"E, 169.14 feet;

thence N41°05'16"E, 140.77 feet the southernmost corner of Lot 1A, Lost Hills Subdivision recorded as Instrument #460880, records of Blaine County, Idaho;

thence N38°01'39"E, 69.39 feet along the south boundary of said Lot 1A;

thence continuing along said south boundary N55°19'48"E, 43.17 feet to the southwest corner of Rockview West Condominiums, recorded as Instrument #196899, records of Blaine County, Idaho;

thence along south boundary of said Rockview West Condominiums N55°19'48"E, 26.28 feet;

thence continuing along said south boundary N67°46'41"E, 60.05 feet to the southwest corner of Lot 1, Fern Tree West Subdivision, recorded as Instrument #213825, records of Blaine County, Idaho;

thence along the south boundary of said Lot 1 by the following courses: N67°46'41"E, 13.93 feet; N77°05'15"E, 76.50 feet;

N84°23'36"E, 40.45 feet to the southwest corner of Fern Tree West Condominiums, recorded as Instrument #232805, records of Blaine County, Idaho;

Thence along the south boundary of Fern Tree West Condominiums N84°23'36"E, 25.31 feet;

thence continuing along said south boundary N63°56'57"E, 68.33 feet to the southwest corner of

Rockview East Townhouses, recorded as Instrument #397778, records of Blaine County, Idaho;

thence N85°01'05"E, 104.78 feet along the south boundary of Rockview East Townhouses to the southwest corner of Ketch and Release Townhouses, recorded as Instrument #404114, records of Blaine County, Idaho;

thence along the south boundary of Ketch and Release Townhouses by the following courses:

N85°31'10"E, 27.06 feet;

S05°42'25"E, 19.21 feet;

S88°19'11"E, 65.22 feet to the southwest corner of Pioneer Condominiums, recorded as Instrument #267425, records of Blaine County, Idaho;

thence N87°36'51"E, 63.73 feet along the south boundary of said Pioneer Condominiums to a point on the westerly boundary of Sun River Townhomes, recorded as Instrument #311138, records of Blaine County, Idaho;

thence S02°23'42"W, 9.71 feet along the west boundary of said Sun River Townhomes;

thence S84°21'39"E, 61.63 feet along the south boundary of said Sun River Townhomes;

thence along said south boundary S76°31'11"E, 35.47 feet to the southwest corner of Tax Lot 7833 as shown on that Record of Survey for Mr. Don Gilday recorded as Instrument #268626, records of Blaine County, Idaho;

thence along the Southerly Boundary of said Tax Lot 7833 S76°19'18"E, 67.81 feet;

thence continuing along said Southerly Boundary S71°00'37"E, 76.25 feet to a point on the Southerly boundary of Tax Lot 8075;

thence along said Southerly boundary of Tax Lot 8075 S88°43'23"E, 152.67 feet;

thence continuing along said southerly boundary S77°46'05"E, 101.20 feet;

thence departing said Southerly Boundary and following the existing Corporate Limits of Ketchum per Judgment Civil No. 3167 by the following courses:

N30°45'37"E, 60.00 feet;
 thence S59°14'24"E, 350.00 feet;
 thence S30°45'36"W, 40.00 feet;
 thence S59°14'24"E, 125.00;
 thence N30°45'36", 60.00 feet;
 thence S39°59'24"E, 136.00 feet;
 thence S11°00'36"W, 100.00 feet;
 thence S64°30'36"W, 95.00 feet to a point on the Southerly Boundary of Tax Lot 8077;
 thence along said Southerly Boundary by the following courses:
 S29°41'05"E, 133.71 feet;
 thence S65°42'28"E, 69.22 feet;
 thence S83°57'15"E, 131.45 feet;
 thence S70°37'05"E, 181.81 feet;
 thence S43°13'55"E, 160.15 feet;
 thence S33°44'00"E, 56.40 feet to the Southernmost Corner of said Tax Lot 8077;
 thence along the northerly boundary of Tax Lot 8082 S33°36'58"E, 67.54 feet to the intersection
 of Sections 12 and 13 and the Southwesterly boundary of Warm Springs Townhouse No. 2, said
 plat being on file of the Blaine County Recorder;
 thence S33°38'55"E, 105.44 feet along said boundary to the Northwestern corner of Tax Lot
 6571;
 thence S50°39'23"E, 180.35 feet along the Southwesterly boundary of Tax Lot 6571;
 thence S45°12'11"E, 239.58 feet to the Westerly corner of Tax Lot 7948;
 thence S45°27'01"E, 142.60 feet along the Southwesterly boundary of Tax Lot 7948;
 thence S43°32'18"E, 61.00 feet along the Southwesterly boundary of Tax Lot 7948 to the
 Westerly corner of Tax Lot 3217;
 thence S40°42'31"E, 60.58 feet along the Southwesterly boundary of Tax Lot 3217 to the
 Westerly corner of Tax Lot 7617;
 thence S30°49'41"E, 87.55 feet to a point on the Westerly boundary of Lot 1, Block 5, SUN
 VALLEY SUBDIVISION 1ST ADDITION REVISED;
 thence S13°11'08"E, 202.40 feet along said Westerly boundary;
 thence S34°20'18"E, 5.47 feet to a point on the Northerly boundary of Lot 4A, SUN VALLEY
 SUB., 1ST ADD. REV., BLOCK 5, REPLAT OF LOT 4 AND LOT 7A said plat being on file with
 the Blaine County Recorder;
 thence N74°20'27"W, 7.98 feet along said Northerly boundary;
 thence along the Westerly boundary of said Lot 4A and Lot 7A of same said REPLAT by the
 following courses:
 thence S11°48'54"W, 34.06 feet;
 thence S19°39'59"W, 21.70 feet;
 thence S10°38'35"W, 22.88 feet;
 thence S02°18'27"W, 90.75 feet;
 thence S36°53'14"E, 7.24 feet;
 thence S05°54'54"W, 36.05 feet;
 thence S05°24'38"E, 37.44 feet;
 thence S23°28'05"E, 49.10 feet;
 thence S30°24'02"E, 45.25 feet;
 thence S30°46'34"E, 31.10 feet to the northwest corner of Lot 8A, SUN VALLEY SUB., 1ST
 ADD., REV., BLOCK 5, REPLAT OF LOTS 8A & 9A;
 thence along the Westerly boundary of said Lot 8A by the following courses: thence S18°19'31"E,
 36.69 feet;
 thence S02°54'06"E, 32.00 feet;
 thence S14°07'43"W, 24.42 feet;
 thence S22°44'11"W, 27.91 feet;
 thence S00°26'46"E, 20.08 feet to a point on the Southerly boundary of the NE1/4NW1/4 of
 Section 13;
 thence S89°27'01"W, 143.94 feet along said Southerly boundary to the TRUE POINT OF
 BEGINNING.

