

## City of Ketchum

## CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: | January 6, 2025 | Staff Member/Dept: | Morgan Landers, AICP – Director of

Planning and Building

Agenda Item: Recommendation to review and approve the Amended Sapp Townhomes Phased

Townhouse Subdivision Agreement #22812A.

## Recommended Motion:

I move to approve the Amended Sapp Townhomes Phased Townhouse Subdivision Agreement #22812A.

## Reasons for Recommendation:

- Due to market conditions and constructions schedules, the completion schedule of the two-unit development was extended to be sequential rather than concurrent.
- All city departments have reviewed and agreed to the revisions in the agreement.
- The Planning and Zoning Commission reviewed the amended agreement at their regular meeting on November 26, 2024 and unanimously recommended approval to the City Council.

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

## **BACKGROUND**

The Sapp Townhomes development is for two new 3,655 square foot two-story detached townhomes with attached two-car garages (the "project"), located at 780 N 4th Ave (the "subject property"). Figure 1 shows the subject property, which is within the General Residential – Low Density (GR-L) zone district.



Figure 1: Subject Property

The project received Design Review (File No. P22-052) approval on November 8, 2022, and Preliminary Plat (File No. P22-052A), Lot Line Shift (File No. P22-052B) and Phased Townhouse Development Agreement (#22812) approval on November 21, 2022. A building permit was issued for Sublot 1 on February 7, 2024, and a temporary certificate of occupancy was issued on November 21, 2024.

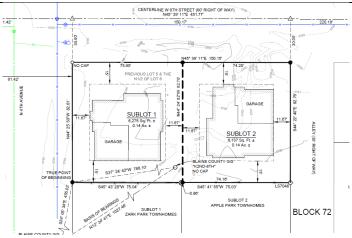


Figure 2: Sublots with Proposed Development

The Phased Townhouse Development Agreement (Attachment A) sets forth the obligations of the developer and city for the development including construction requirements for both sublots, sequence of obligations, and timeframe for completion of the project. The initial agreement required all right-of-way improvements, driveways and walkways to both units, and all alley improvements to be completed prior to a certificate of occupancy for Sublot 1. The agreement was drafted this way as the applicant initially anticipated construction of both Sublots at the same time. However, due to market conditions and construction schedules, only one unit (Sublot 1) was constructed. The applicant is requesting an amendment to the Phased Development Agreement that would allow for the following:

- 1. Completion of the driveway and walkway improvements for Sublot 2 to occur with the construction of the dwelling unit on that lot
- 2. Completion of the alley improvements to occur with the construction of the unit on Sublot 2
- 3. Extension of the timeframe for construction of the dwelling unit on Sublot 2

## **ANAYLSIS**

After review and discussion of the request with the applicant and other city departments, staff is supportive of the requested changes for the following reasons:

- 1. Construction of the driveway and walkway on Sublot 2 prior to construction of the dwelling unit leads to construction activities that would be significantly damaged during construction and what to be fully reconstructed following completion of the dwelling unit.
- Construction of the alley improvements prior to construction of the dwelling unit on Sublot 2 creates
  challenges when tying in the grading and drainage of the alley to the on-site grading and drainage of Sublot 2.
  Constructing the dwelling unit first and then completing the on-site grading and drainage to tie into the final
  construction of the alley is the appropriate sequence by which these improvements should be constructed.
- 3. The city's municipal code allows a maximum of three years to complete the construction of a project once a building permit is issued. The purpose of the phased development agreement is to ensure the timely completion of the full project and completion of all required improvements associated with the entitled project. To ensure that both townhomes are constructed per the approved design review approval, staff included section 2.A and 2.B to ensure the development is completed.

Staff also revised Section 4 of the agreement to align with KMC section 16.04.080.D.1 related to the recording of final plats. At the time of execution of the initial PDA, the city required that certificates of occupancy be issued prior to final plat recording. This provision of the code was correct in the interim and permanent ordinances approved in the last 2 years to eliminate issues with tax assessment, legal descriptions and warranty deeds, and development financing.

Sustainability Impact:

The first townhouse was permitted prior to the state's House Bill 287 prohibiting the city from requiring sustainability measures above the adopted IECC. Therefore, that unit was still required to meet the requirements of NGBS Silver.

## Financial Impact:

None OR Adequate funds exist in account:	None
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## Attachments:

- 1. Original Agreement
- 2. Amended Agreement

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

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

Instrument # 697753

HAILEY, BLAINE, IDAHO 12-6-2022 01:53:29 PM No. of Pages: 11

**Recorded for: CITY OF KETCHUM** 

STEPHEN MCDOUGALL GRAHAM

**Ex-Officio Recorder Deputy** Index to: ADDENDUM/MEMORANDUM/AGREEMENT

(Space Above Line For Recorder's Use)

Fee: 0.00

## **SAPP TOWNHOMES** PHASED TOWNHOUSE SUBDIVISION AGREEMENT #22812

THIS PHASED TOWNHOUSE SUBDIVISION AGREEMENT ("Agreement") is made and entered into as of the 21st day of Nov. 2022, by and between the City of Ketchum, an Idaho municipal corporation ("City") and Sapp Family Holdings, LLC, owner of real property ("Owner").

## **RECITALS**

WHEREAS, Owner owns certain real property located at 780 N 4<sup>th</sup> Ave, Ketchum, Idaho legally described as Lot 5 and N ½ of Lot 6, Block 72, Ketchum Townsite, according to the official plat recorded under Instrument Number 302967, on file in the office of the County Recorder of Blaine County, Idaho (the "Property"); and

WHEREAS, Owner has submitted a Design Review application for the development of the Property with two detached townhomes (the "Project") and requests a phased development agreement for the development of the Project under the provisions of Section 16.04.110 – Phased Development Projects within Title 16 of the Ketchum Municipal Code.

WHEREAS, Owner has submitted an application for a townhouse preliminary plat to create two townhome sublots referred to as Sublot 1 and Sublot 2 (the "Townhouse Preliminary Plat"), included as Exhibit A.

WHEREAS, Owner proposes to construct all required right-of-way infrastructure improvements including paver driveways with no snowmelt, and water and sewer utility services for each sublot in one phase. All required improvements will be constructed to City standards and Owner assumes maintenance responsibilities of the paver driveway, water service lines, and sewer service lines to each sublot.

## **AGREEMENT**

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## 1. Maintenance Responsibilities.

## A. Owner.

- (1) Water Service Lines Serving Sublots 1 and 2. Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water lines serving the Project. The private water line is from the point of the meter on N 4<sup>th</sup> Ave and 8<sup>th</sup> Streets to each detached townhouse unit.
- (2) Sewer Service lines Serving Sublots 1 and 2. Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private sewer lines serving the Project. The private sewer line is from the point of the meter on N 4<sup>th</sup> Ave and 8<sup>th</sup> Streets to each detached townhouse unit.
- (3) Paver Driveway. Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private driveways serving Sublots 1 and 2.

## 2. Construction and Completion Schedule.

- A. All townhouse units on Sublots 1 and 2 shall be completed no later than three years from the date of issuance of a building permit for the first townhouse unit, as evidenced by issuance of a Certificate of Occupancy for each townhouse unit.
- B. Prior to issuance of a Certificate of Occupancy for the first detached townhouse unit, each sublot shall be adequately served by both water and sewer services as generally depicted on Exhibit A, as affirmed in writing by the City. The City must approve the timing of water and sewer connections to the existing system.
- C. Prior to obtaining Certificate of Occupancy for the first townhouse unit, the following improvements as generally depicted on Exhibit B shall be completed and/or extended to each Sublot:
  - (1) Dry utility services (power, gas, cable, etc); and
  - (2) All hardscape pathways and access points for adequate and safe egress from the units; and
  - (3) N 4<sup>th</sup> Ave and 8<sup>th</sup> Street right of way improvements consistent with Ketchum Municipal Code, Title 12.04.030.H.1 and current right of way standards completed and installed to the satisfaction of the City Engineer; and

- (4) Alley surfacing and drainage improvements; and
- (5) Water and sewer mains and services serving sublots 1 and 2; and
- D. Prior to obtaining a Certificate of Occupancy for the last detached townhouse unit, all landscaping as generally depicted in Exhibits A and B shall be installed.
- 3. <u>Building Permits for Each Townhouse Unit.</u> Owner shall apply for individual building permits for each townhouse unit to be constructed. Each townhouse unit shall obtain a separate Certificate of Occupancy. The first building permit shall include plans and improvements as identified in Sections 2A and B of this Agreement.
- 4. <u>Townhouse Sublot Final Plat.</u> The City agrees to accept and process a townhouse final plat application for approval by City Council provided a Certificate of Occupancy has been issued for the first townhouse unit on the Property should Owner comply with all above recitals.
- 5. Owners' Association Assumption of Responsibilities. Upon the recording of the Townhouse Sublot Final Plat, Owner may assign and transfer its maintenance responsibilities and obligations under this Agreement to the Sapp Townhomes Homeowner's Association.

## 6. General Provisions.

- A. Recitals and Construction. The City and Owner incorporate the above recitals into this Agreement and affirm such recitals are true and correct.
- B. Effective Date. This Agreement is effective as of the date on which the last of the City and Owner execute this Agreement. Neither party shall have any rights with respect to this Agreement until both have executed this Agreement.
- C. Owner Representations. Owner represents and warrants to City that (a) Owner holds fee simple title to the Property, and (b) no joinder or approval of another person or entity is required with respect to Owner's authority to make and execute this Amendment.
- D. Neutral Interpretation. City and Owner acknowledge they and, if they so choose, their respective counsel have reviewed this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, or any exhibits, attachments and addenda to the Agreement.
- E. Counterparts. This Agreement may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon

the parties. Signatures transmitted by facsimile or via e-mail in a "PDF" format shall have the same force and effect as original signatures on this Amendment. The Original of this Amendment shall be recorded with the Blaine County Recorder.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Agreement to be executed, the same being done after public notice and statutory requirements having been fulfilled.

"CITY":	"OWNER":
CITY OF KETCHUM,	Sapp Family Holdings, LLC
an Idaho municipal corporation	
By:	By:
Neil Bradshaw, Mayor	Print: Member
ATTEST:	
Trent Donat, City Clerk	

## ACKNOWLEDGEMENT FOR CITY

STATE OF IDAHO )	
COUNTY OF BLAINE ) ss.	
On this 23td day of Warning, 2022 and for said State, personally appeared NEIL BRA Mayor of the City of Ketchum, Idaho, and the personal acknowledged to me that he executed the same on	DSHAW, known or identified by me to be the son who executed the foregoing instrument and
IN WITNESS WHEREOF, I have hereunto set my year in this certificate first written above OUR NOTARY	Hotary Public for the State of Idalo Residing at Hailen My Commission Expires 8/2/25
ACKNOWLEDGEME	ENT FOR OWNER
STATE OF	
COUNTY OF) ss.	
On this day of, 2022, before personally appeared property at 780 N 4 <sup>th</sup> Ave, and known to me to the foregoing instrument, and acknowledged to me that	known to me to be the owner of certain real be the person whose name is subscribed to the
	to set my hand and affixed my official seal the
day and year in this certificate first above written.	
	Nadara Duhli faritha Chata af
	Notary Public for the State ofResiding at
	Residing at My Commission Expires

the parties. Signatures transmitted by facsimile or via e-mail in a "PDF" format shall have the same force and effect as original signatures on this Amendment. The Original of this Amendment shall be recorded with the Blaine County Recorder.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Agreement to be executed, the same being done after public notice and statutory requirements having been fulfilled.

"CITY":

CITY OF KETCHUM,

an Idaho municipal corporation

By:

Neil Bradshaw, Mayor

"OWNER":

Sapp Family Holdings, LLC

Duint

Print: LAUNE G. SAP

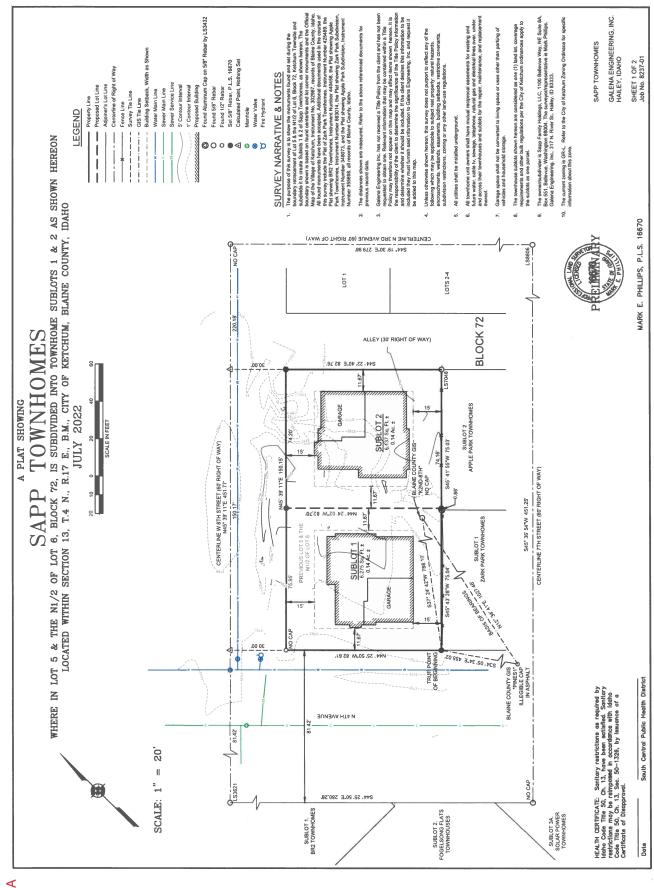
Member

ATTEST:

Trent Donat, City Clerk

ACKNOWLEDGEMENT FOR CITY
STATE OF IDAHO )
COUNTY OF BLAINE SS.
On this 23 <sup>rd</sup> day of Natural 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above our seal of the day and year in this certificate first written above our seal of the day and year in this certificate first written above our seal of the day and year in this certificate first written above our seal of the day and year in this certificate first written above our seal of the day and year in this certificate first written above our seal of the day and year in this certificate first written above our seal of the day and year in this certificate first written above our seal of the day and year in this certificate first written above our seal of the day and year in this certificate first written above our seal of the day and year in this certificate first written above our seal of the day and year in this certificate first written above our seal of the day and year in this certificate first written above our seal of the day and year in this certificate first written above our seal of the day and year in the day and year in this certificate first written above our seal of the day and year in the day and ye
Rotary Public for the State of Idalo Residing at Hacien  My Commission Expires 8721/25
STATE OF SS.
COUNTY OF KING
On this day of, 2022, before me, a Notary Public in and for said State, personally appeared, known to me to be the owner of certain real property at 780 N 4 <sup>th</sup> Ave, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
Notary Public State of Washington Sharon Dianne Le Roux Commission No. 187444  Notary Public for the State of A Residing at Ammamust My Commission Expires 08/03/2026

Commission Expires 08-03-26



## CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned is the owner in fee simple of the following described parcel of land:

A parcel of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

LOT 5 & THE N1/2 OF LOT 6, BLOCK 72, KETCHUM TOWNSITE

The easements indicated herean are not dedicated to the public, but the right to use said easements hereby reserved for the public utilities and for any other uses indicated herean and no permanent structures are to be erected within the lines of said easements.

I do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system has agreed in writing to serve all of units shown within this plat.

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

Sapp Family Holdings, LLC, an Idaho Limited Liability Company BY: Rueben Ortega, Registered Agent

## ACKNOWLEDGMENT

STATE OF \_\_ COUNTY OF\_

On this \_\_\_\_\_day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared Ruben Ortega, known or identified to me to be a Registered Agant of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

Notary Public in and for said State My Commission Expires Residing in

## PROJECT ENGINEER'S CERTIFICATE

I, the undersigned, project engineer for Sapp Townhomes, certify that the subdivision is in accordance with the City of Ketchum Subdivision standards.

Sean M Flynn, PE 12497, Galena Engineering, INC

## SURVEYOR'S CERTIFICATE

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveye, and Condominiums and the Comer Pepteution and Filling Act, 55–1601 through 55–1612.



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

# BLAINE COUNTY SURVEYOR'S APPROVAL

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I 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 to Plats and Surveys.

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_ 2022, this plat was duly accepted and approved.

KETCHUM CITY COUNCIL CERTIFICATE

Tara Fenwick, City Clerk, City of Ketchum

# KETCHUM CITY ENGINEER CERTIFICATE

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plot on this \_\_\_\_ day of \_\_\_\_\_ 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Sherri Newland, City Engineer, City of Ketchum

## KETCHUM CITY PLANNER CERTIFICATE

i, the undersigned, Planner in and for the City of Ketchum, Blaine Caunty, Idaho, do hereby approve this plat on this — day of a day of a page of the City of Ketchum subdivision doftlance.

1022, and certify that it is in accordance with the City of Ketchum subdivision doftlance.

Morgan Landers, City of Ketchum

# BLAINE COUNTY TREASURER'S APPROVAL

i, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50–1308. do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

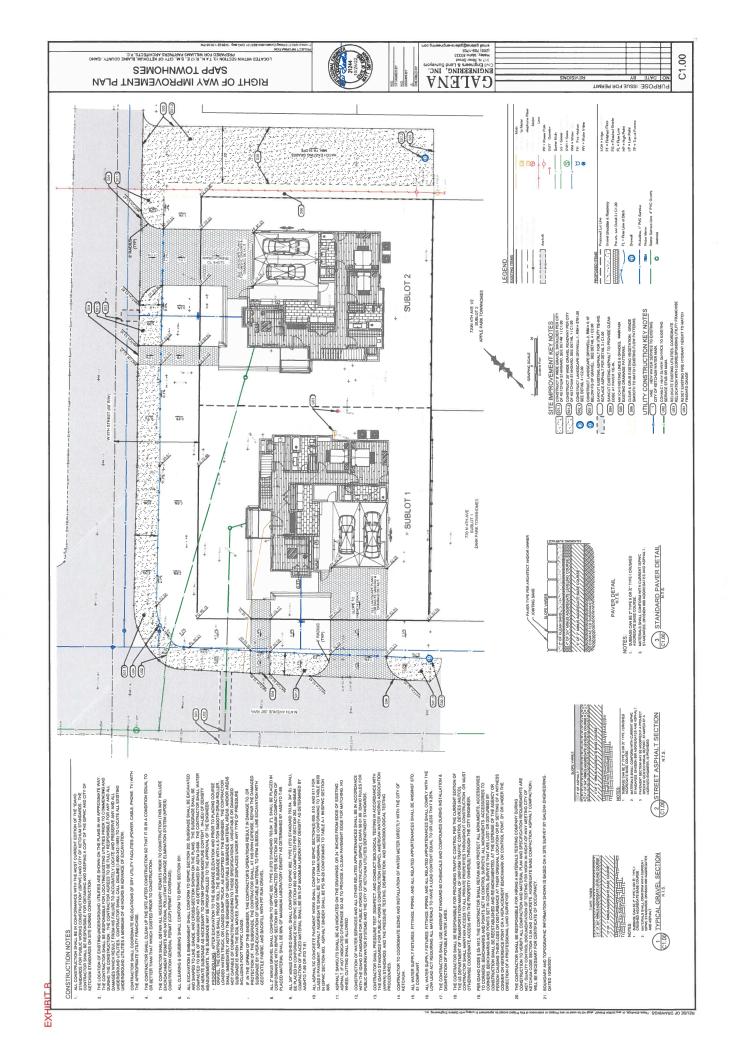
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	Trea
	County
	Blaine

# BLAINE COUNTY RECORDER'S CERTIFICATE

SAPP TOWNHOMES

GALENA ENGINEERING, INC. HAILEY, IDAHO

SHEET 2 OF 2 Job No. 8237-01



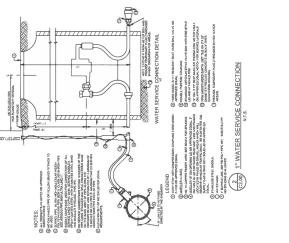
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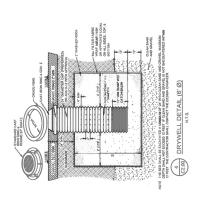
RIGHT OF WAY IMPROVEMENT DETAILS
SAPP TOWNHOMES
LOCATED WITHING SHEED FOR WILLIAMS PARTIMESS. ARCHITICHARL BLANKE COUNTY. IDANO
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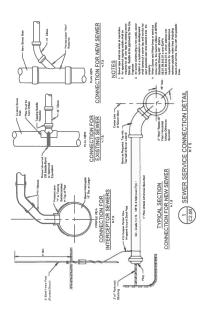


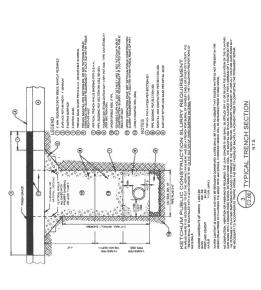












RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:	
City Clerk, City of Ketchum PO Box 2315 Ketchum Idaho, 83340	

(Space Above Line For Recorder's Use)

## AMENDED SAPP TOWNHOMES PHASED TOWNHOUSE SUBDIVISION AGREEMENT (AGREEMENT #22812A)

THIS PHASED TOWNHOUSE SUBDIVISION AGREEMENT ("Agreement") is made and entered into as of the \_\_ day of \_\_\_\_\_ 2024, by and between the City of Ketchum, an Idaho municipal corporation ("City") and Sapp Family Holdings, LLC, owner of real property ("Owner").

## RECITALS

WHEREAS, Owner owns certain real property located at 780 N 4<sup>th</sup> Ave, Ketchum, Idaho legally described as Lot 5 and N ½ of Lot 6, Block 72, Ketchum Townsite, according to the official plat recorded under Instrument Number 302967, on file in the office of the County Recorder of Blaine County, Idaho (the "Property"); and

WHEREAS, Owner has submitted a Design Review application for the development of the Property with two detached townhomes (the "Project") and requests a phased development agreement for the development of the Project under the provisions of Section 16.04.110 – *Phased Development Projects* within Title 16 of the Ketchum Municipal Code; and

WHEREAS, Owner has submitted an application for a townhouse preliminary plat to create two townhome sublots referred to as Sublot 1 and Sublot 2 (the "Townhouse Preliminary Plat"), included as Exhibit A; and

WHEREAS, A Phased Townhouse Subdivision Agreement (#22812) was executed between City and Owner and recorded under Instrument #697753 in the office of the County Recorder of Blaine County, ID; and

WHEREAS, the townhouse unit on Sublot 1 had been under construction and Owner has requested a final inspection on the townhouse unit. All improvements related to the construction of Sublot 1 have been completed, however, due to changes in the phasing and schedule of Sublot 2 those improvements related to Sublot 2 have not been completed; and

WHEREAS, Owner has requested to amend the terms of the Phased Townhouse Subdivision Agreement to allow for construction of the remaining improvements to be completed with construction of Sublot 2; and WHEREAS, City agrees to defer certain improvements for completion with Sublot 2 to allow for an efficient and cost effective approach to completion of the development.

## **AGREEMENT**

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## 1. <u>Maintenance Responsibilities</u>.

## A. Owner.

- (1) Water Service Lines Serving Sublots 1 and 2. Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water lines serving the Project. The private water line is from the point of the meter on N 4<sup>th</sup> Ave and 8<sup>th</sup> Streets to each detached townhouse unit.
- (2) Sewer Service lines Serving Sublots 1 and 2. Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private sewer lines serving the Project. The private sewer line is from the point of the meter on N 4<sup>th</sup> Ave and 8<sup>th</sup> Streets to each detached townhouse unit.
- (3) Paver Driveway. Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private driveways serving Sublots 1 and 2.

## 2. Construction and Completion Schedule.

- A. A building permit for the townhouse unit on Sublot 2 shall be filed and all fees paid no later than December 31, 2024.
- B. The townhouse unit on Sublot 2 shall be completed no later than three years from the date of issuance of a building permit, as evidenced by issuance of a Certificate of Occupancy for the townhouse unit.
- C. Prior to obtaining a Certificate of Occupancy for the townhouse unit on Sublot 2, the following improvements as generally depicted on Exhibit B shall be completed and/or extended to each Sublot:
  - (1) All hardscape pathways and access points for adequate and safe egress from the unit; and

- (2) 8<sup>th</sup> Street right of way improvements consistent with Ketchum Municipal Code, Title 12.04.030.H.1 and current right of way standards completed and installed to the satisfaction of the City Engineer; and
- (3) Alley surfacing and drainage improvements; and
- (4) Water and sewer mains and services serving Sublot 2; and
- D. Prior to obtaining a Certificate of Occupancy for the townhouse unit on Sublot 2, all landscaping as generally depicted in Exhibits A and B shall be installed.
- 3. <u>Building Permits for Each Townhouse Unit.</u> Owner shall apply for individual building permits for each townhouse unit to be constructed. Each townhouse unit shall obtain a separate Certificate of Occupancy. The first building permit shall include plans and improvements as identified in Sections 2A and B of this Agreement.
- 4. <u>Townhouse Sublot Final Plat.</u> The City agrees to accept and process a townhouse final plat application for approval by City Council in accordance with KMC 16.04.080.D.1 should Owner comply with all above recitals.
- 5. Owners' Association Assumption of Responsibilities. Upon the recording of the Townhouse Sublot Final Plat, Owner may assign and transfer its maintenance responsibilities and obligations under this Agreement to the Sapp Townhomes Homeowner's Association.

## 6. General Provisions.

- A. *Recitals and Construction*. The City and Owner incorporate the above recitals into this Agreement and affirm such recitals are true and correct.
- B. *Effective Date*. This Agreement is effective as of the date on which the last of the City and Owner execute this Agreement. Neither party shall have any rights with respect to this Agreement until both have executed this Agreement.
- C. Owner Representations. Owner represents and warrants to City that (a) Owner holds fee simple title to the Property, and (b) no joinder or approval of another person or entity is required with respect to Owner's authority to make and execute this Amendment.
- D. Neutral Interpretation. City and Owner acknowledge they and, if they so choose, their respective counsel have reviewed this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, or any exhibits, attachments and addenda to the Agreement.

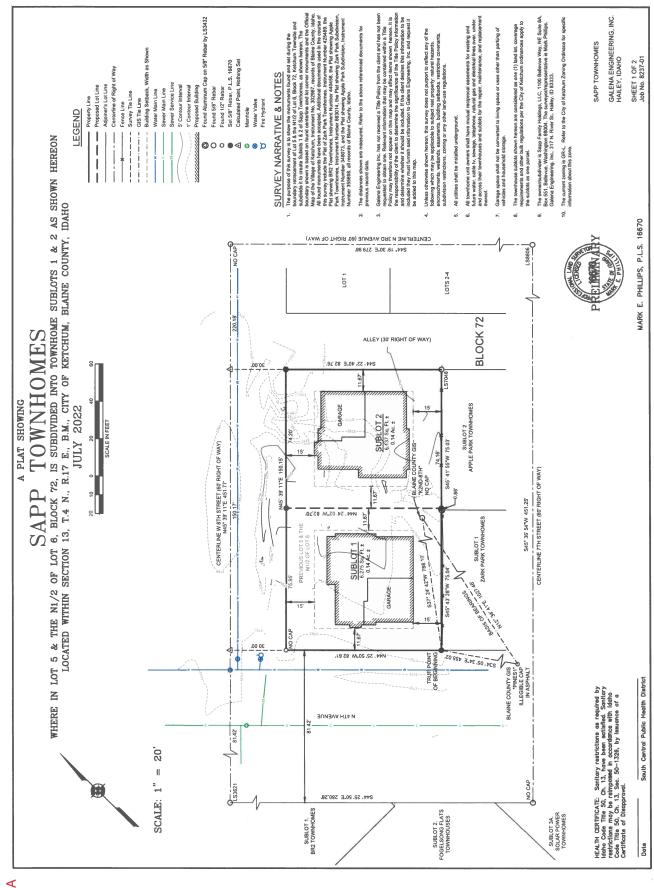
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IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Agreement to be executed, the same being done after public notice and statutory requirements having been fulfilled.

"CITY":	"OWNER":
CITY OF KETCHUM,	Sapp Family Holdings, LLC
an Idaho municipal corporation	
By:	By:
Neil Bradshaw, Mayor	Print:
	Member
ATTEST:	
Trent Donat, City Clerk	

## ACKNOWLEDGEMENT FOR OWNER

STATE OF	)
COLDITALOE	) ss.
COUNTY OF	_)
On this day of	, 2024, before me, a Notary Public in and for said State
personally appeared	, known to me to be the owner of certain real
property at 780 N 4 <sup>th</sup> Ave,	, known to me to be the owner of certain real and known to me to be the person whose name is subscribed to the
	cknowledged to me that he executed the same.
IN WITNESS WHE	EREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certification	
	Notary Public for the State of
	Residing at
	My Commission Expires



## CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned is the owner in fee simple of the following described parcel of land:

A parcel of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

LOT 5 & THE N1/2 OF LOT 6, BLOCK 72, KETCHUM TOWNSITE

The easements indicated herean are not dedicated to the public, but the right to use said easements hereby reserved for the public utilities and for any other uses indicated herean and no permanent structures are to be erected within the lines of said easements.

I do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system has agreed in writing to serve all of units shown within this plat.

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

Sapp Family Holdings, LLC, an Idaho Limited Liability Company BY: Rueben Ortega, Registered Agent

## ACKNOWLEDGMENT

STATE OF \_\_ COUNTY OF\_

On this \_\_\_\_\_day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared Ruben Ortega, known or identified to me to be a Registered Agant of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

Notary Public in and for said State My Commission Expires Residing in

## PROJECT ENGINEER'S CERTIFICATE

I, the undersigned, project engineer for Sapp Townhomes, certify that the subdivision is in accordance with the City of Ketchum Subdivision standards.

Sean M Flynn, PE 12497, Galena Engineering, INC

## SURVEYOR'S CERTIFICATE

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveye, and Condominiums and the Comer Pepteution and Filling Act, 55–1601 through 55–1612.



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

# BLAINE COUNTY SURVEYOR'S APPROVAL

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I 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 to Plats and Surveys.

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_ 2022, this plat was duly accepted and approved.

KETCHUM CITY COUNCIL CERTIFICATE

Tara Fenwick, City Clerk, City of Ketchum

# KETCHUM CITY ENGINEER CERTIFICATE

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plot on this \_\_\_\_ day of \_\_\_\_\_ 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Sherri Newland, City Engineer, City of Ketchum

## KETCHUM CITY PLANNER CERTIFICATE

i, the undersigned, Planner in and for the City of Ketchum, Blaine Caunty, Idaho, do hereby approve this plat on this — day of a day of a page of the City of Ketchum subdivision doftlance.

1022, and certify that it is in accordance with the City of Ketchum subdivision doftlance.

Morgan Landers, City of Ketchum

i, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50–1308. do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

BLAINE COUNTY TREASURER'S APPROVAL

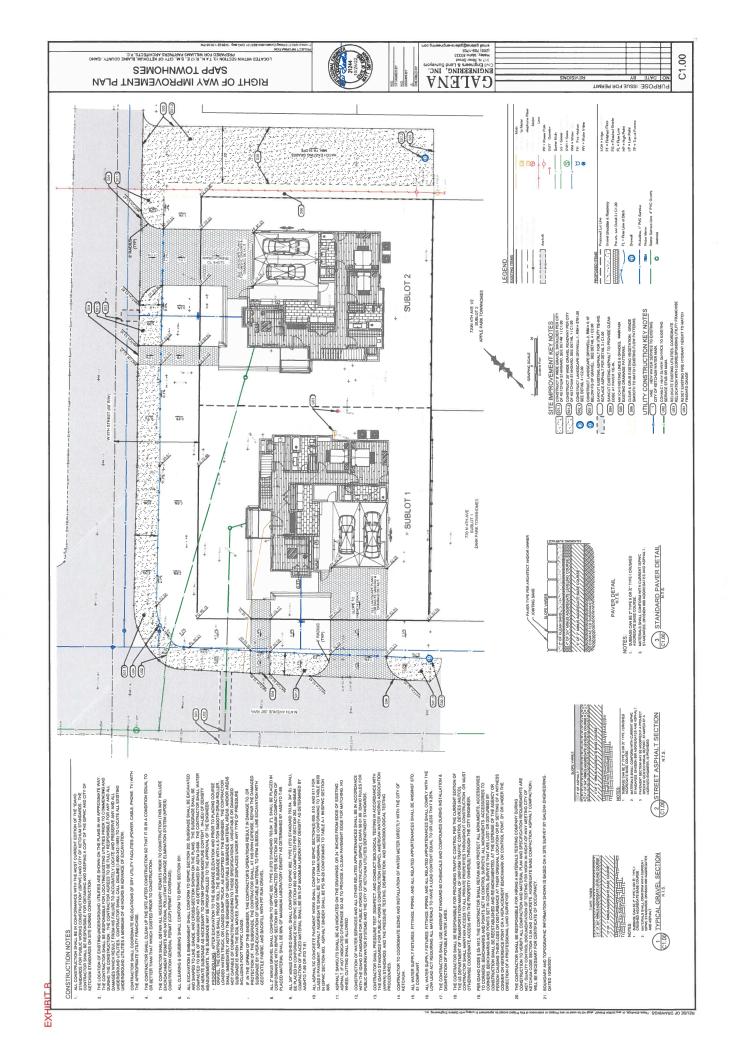
Treasurer
County
Blaine

# BLAINE COUNTY RECORDER'S CERTIFICATE

SAPP TOWNHOMES

GALENA ENGINEERING, INC. HAILEY, IDAHO

SHEET 2 OF 2 Job No. 8237-01



C2.00

RIGHT OF WAY IMPROVEMENT DETAILS
SAPP TOWNHOMES
LOCATED WITHING SHEED FOR WILLIAMS PARTIMESS. ARCHITICHARL BLANKE COUNTY. IDANO
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