



City of Ketchum

March 6, 2023

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve the 4th & Main Mixed-Use Development's Fourth Floor, Lot Consolidation Preliminary Plat Application File No. P22-043A, Condominium Subdivision Preliminary Plat Application File No. P22-043B, and FAR Exceedance Agreement 22818.

RECOMMENDATION AND SUMMARY

Staff recommends the City Council approve the 4th & Main Mixed-Use Development's fourth floor, Lot Consolidation Preliminary Plat Application File No. P22-043A, Condominium Subdivision Preliminary Plat Application File No. P22-043B, and FAR Exceedance Agreement 22818:

- "I move to affirm the Commission's approval of the Design Review Application File No. P22-043 and approve the 4th & Main Mixed-Use Development's fourth floor."
- "I move to approve Lot Consolidation Preliminary Plat Application File No. P22-043A subject to conditions 1 through 2."
- "I move to approve Condominium Subdivision Preliminary Plat Application File No. P22-043B subject to conditions 1 through 3."
- "I move to authorize the Mayor to sign FAR Exceedance Agreement 22818 with 4th & Main Ketchum LLC."

The reasons for the recommendation are as follows:

- The Commission approved the 4th & Main Mixed-Use Development Design Review Application File No. P22-043 and recommended approval of Lot Consolidation Preliminary Plat and Condominium Subdivision Preliminary Plat applications on February 14, 2023.
- Footnote No. 2 of Ketchum Municipal Code ("KMC") §17.12.040 states, "All buildings greater than 48 feet in height or that contain a fourth or fifth floor shall require final approval from the City Council." The 4th & Main Mixed-Use Building contains a fourth floor and requires final review and approval by the City Council.
- The Lot Consolidation Preliminary Plat will combine lots 1 and 2 within block 5 of Ketchum Townsite to create the development parcel. The condominium subdivision preliminary plat application will subdivide the mixed-use building into three commercial condominium units, two community housing condominium units, five multi-family dwelling condominium units, common area, and limited common area. The preliminary plat applications comply with the procedures for subdivision approval (KMC §16.04.030), subdivision development and design standards (KMC §16.04.040), and condominium requirements (KMC §16.04.070).
- Pursuant to Condition of Approval No. 1 of Design Review Permit P22-043, a FAR Exceedance Agreement between the applicant and the City to memorialize the community housing

contribution shall be signed and recorded prior to issuance of a building permit for the project. The project is proposing to take advantage of the Floor Area Ratio (FAR) bonus for community housing, mitigating the additional floor area by dedicating two community housing units as deed-restricted rentals and making a community housing in-lieu fee payment of \$556,200.

INTRODUCTION AND HISTORY

The applicant is proposing to develop a new 24,003 square-foot, four-story mixed-use building, called the 4th & Main Mixed-Use Development (the “project”), at the northeast corner of Main and 4th streets (the “subject property”) located within the Retail Core Subdistrict of the Community Core. The project plans are included as Attachment B to the staff report. The standards of Interim Ordinance 1234 do not apply to the project because the Pre-Application was deemed complete and reviewed by the Commission prior to the effective date of the ordinance. As proposed, the project includes 3,446 square feet of retail space on the ground-level with frontage along both Main and 4th Streets and 7 multi-family dwelling units.

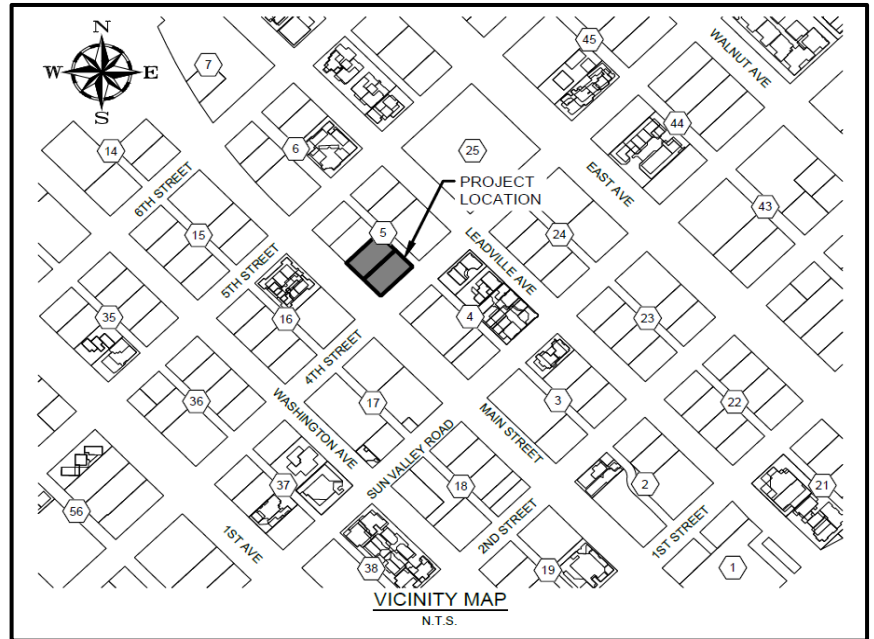


Figure 1: Project Location Map (Preliminary Plat—Sheet 1)

ANALYSIS

Building Height and Fourth Floor

Background

Design Review is required for the development of new mixed-use buildings in all zoning districts within the city (KMC §17.96.010.A4). The Commission has the authority to review and approve Design Review applications pursuant to KMC §17.96.030.B. The Commission approved the 4th & Main Mixed-Use Development Design Review Application File No. P22-043 on February 14, 2023 and adopted the Findings of Fact, Conclusions of Law, and Decision on February 28, 2023. The proposed mixed-use building contains a fourth floor, which requires review and approval by the City Council pursuant to Footnote No. 2 of KMC §17.12.040.

Building Height & Fourth Floor

The maximum permitted building height in the Community Core is 42 feet (KMC §17.12.040). The *Height of Building/CC District* definition specified KMC §17.08.020 provides the method for calculating building height in the Community Core:

Height of building/CC District: The greatest vertical distance of a building in the community core district measured by determining the average elevation of the front property line and rear property line. Draw a line from the average front or rear elevation up to the maximum building height allowed, and then draw a line at that height parallel to the front or rear property line. The resulting line establishes the highest elevation of the front or rear facade. The front or rear facade shall not extend above this line. Side facades may be stepped up or down to transition from the highest elevation of the front facade height to the highest elevation of the rear facade.

One or multiple steps along the side facades are allowed, except no step shall occur within 40 feet of the front elevation or within 35 feet of the rear facade.

The front and rear facades may not exceed 42 feet as measured from the average grade elevation at the front property line and the average grade elevation at the rear property line, respectively. Side facades may be stepped up or down to transition between the maximum height of the front and rear façades. Height dimensions are specified on the building elevations provided on Sheets A2.0 and A2.1 of the project plans (Attachment B). The height of the front façade is 36 feet as measured from the average grade of the front property line along Main Street. The maximum height of the rear façade is 41 feet as measured from the average grade of the rear property line to the top of the fourth-floor roof parapet.

While the project contains a fourth floor, the front and rear facades read as three-stories due to the orientation of the building on the site's sloping grade and the fourth-floor setbacks. The natural slope at the rear half of the subject property will remain unexcavated and the ground level along Main Street is a partial floor. This split-level design accommodates a ground-level retail unit along 4th Street with an accessible entrance from the sidewalk and generous 18.5 feet floor-to-ceiling height. The fourth floor is setback 40 feet from the front property line along Main Street, 12 feet from the 4th Street building façade, and 11 feet from the north-side and alley-facing facades.

In addition to the fourth-floor setbacks, projections and recessions of building mass reduce the visual appearance of bulk and flatness. These façade-plane modulations add a human scale to create a more pedestrian-friendly experience. The primary building entrance at the ground-level along Main Street is recessed and setback 8.5 feet from the front property line. The upper levels above the recessed entrance are each setback from the façades below. Figure 4 shows the recessed building entrance and the one- and two-story volumes built to the front property line along Main Street.

Figure 5 shows the approximate heights of the one-, two-, and three-story volumes along 4th Street. Most of the building is setback approximately 5 feet from the



Figure 2: Main Street Building-Mass Modulation

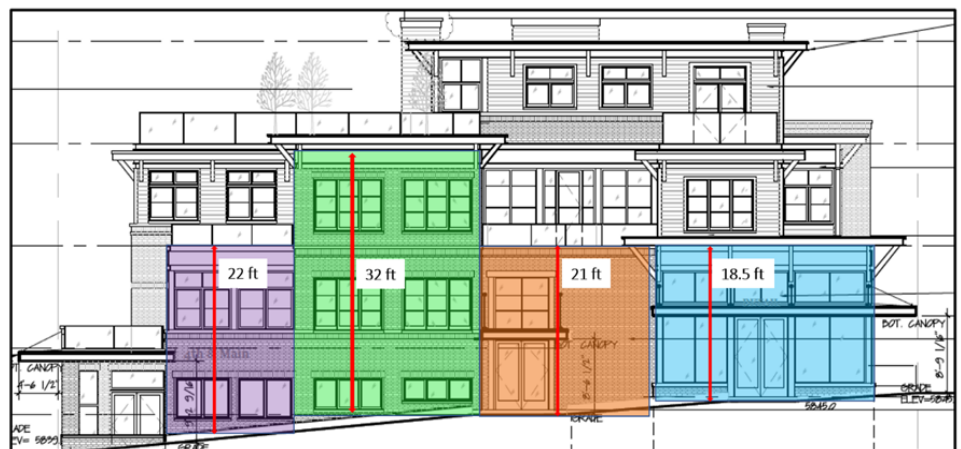


Figure 3: 4th Street Building-Mass Volumes & Heights

side property line along 4th Street. As the retail unit's glazed façade transitions to the brick-clad entrance to the residential-lobby entrance, the facade steps back an additional 3 feet. Most of third floor is setback from the second-level façade along 4th Street. The 4th Street façade includes only one three-story volume that is approximately 22 feet long and 32 feet tall.

FAR Exceedance Agreement 22818

The permitted FAR in the Community Core Zone is 1.0. New developments may be permitted an increased FAR up to a maximum of 2.25 at the Commission's discretion through Design Review by providing a community housing contribution (KMC §17.124.040.B). The project proposed with the Pre-Application proposed mitigating the additional floor area by paying the community housing in-lieu fee. During their review of the Pre-Application, the Commission recommended the applicant provide community housing units on-site to mitigate the proposed FAR increase. The applicant revised the project plans to include two community housing studio apartments on the ground floor along Main Street. The community housing units are proposed to be dedicated as deed-restricted rental units targeted for Blaine County Housing Authority ("BCHA") income category 4 tenants. The on-site community housing has a total net-livable floor area of 976 square feet. The remainder of the community housing contribution will be satisfied by making a community in-lieu fee payment of \$556,200.

The respective sizes of the two community housing studios are 458 and 518 net-livable square feet. Each community housing unit has its own private entrance accessed from a heated pathway that will connect to the new sidewalk along Main Street. Both studios provide sleeping, kitchen, dining, and living areas arranged in an open floor plan. The kitchens are bordered by countertops that help break up the open floor plan and the bathrooms are fully separated by walls. Each unit contains one small entry closet by the front door and one larger closet.

The Commission appreciated that the applicant responded thoughtfully to their feedback by adding two community housing units to the building program. The Commission asked planning staff whether combining the two studios to create one larger two-bedroom unit would be more desirable for the community housing contribution. Planning staff responded that the Commission's question would be forwarded to the city's Housing Director for review and comment.

The Housing Director recommends maintaining the two community housing studio units as proposed by the applicant. The proposed community housing units are within the appropriate size range for studio apartments. The zoning code does not provide minimum size requirements for community housing units. KMC §17.124.070 provides unit size restrictions for accessory dwelling units ("ADUs") stating that, "accessory dwelling units must contain a minimum of 300 square feet of net livable space, but cannot exceed 1,200 square feet of net livable space." The proposed community housing units exceed the minimum 300 square feet of net-livable space required for ADUs.

The proposed community housing studio apartment are suited for single-person households. More than 50% of BCHA's waitlist are single-person households. Only 7% of Ketchum's existing housing stock is studios and only 3% is one-bedroom units. 23% of Ketchum's existing housing stock contain four or more bedrooms. The proposed community housing studio apartments will help meet the community's urgent need for single-person household units.

The community housing is the sole residential use on the ground level along Main Street. The remainder of this partial floor contains retail space and common area. The market-rate residential units are contained on the upper levels of the mixed-use building segregated from the community housing units on the main level below. Ideally, community housing should be fully integrated with market-rate units and spread among different floor levels within a building. While separated from the market-rate residential units, grouping the two community housing studio apartments side by side will help create a neighborly environment and sense of community for the future, full-time tenants mitigating isolation.

Lot Consolidation and Condominium Subdivision Preliminary Plat Applications

The lot consolidation preliminary plat application will combine lots 1 and 2 within block 5 of Ketchum Townsite to create the development parcel. The condominium subdivision preliminary plat application will subdivide the building into three commercial condominium units, two community housing condominium units, five multi-family dwelling condominium units, common area, and limited common area. During city department review, staff reviewed the lot consolidation and condominium subdivision preliminary plat preliminary plat applications for conformance with the procedures for subdivision approval (KMC §16.04.030), subdivision development and design standards (KMC §16.04.040), and condominium requirements (KMC §16.04.070). The Commission found that the proposed lot consolidation and condominium preliminary plat applications comply with all applicable subdivision requirements and standards.

Sustainability

The project does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020. The project must be designed to meet all standards specified in the 2018 International Energy Conservation Code and the City of Ketchum’s Green Building Codes provided in Chapter 15.20 of Ketchum Municipal Code. City Departments will review and verify that the project complies with the energy code and green building standards prior to issuance of a building permit for the project. The applicant provided a summary of the project’s sustainable design elements in a letter dated June 17, 2022, which is included in Attachment A to the staff report. The applicant’s summary states:

Solar panels shall be installed at the roof of the 4th & Main Building. The glazing throughout the project is proposed to be triple glazed to achieve a greater u-value and the Solar Heat Gain Coefficient of the glazing shall be designed to take advantage of the passive solar benefits of the southern facing windows in the project. Due to the southern glazing, interior artificial light use will be diminished saving on electricity. The exterior wall assembly of the project is designed to have rigid insulation panels with cement board facing to provide continuous insulation benefits to the conditioned spaces.

Financial Impact

There is no financial requirement from the city for this action at this time.

Attachments

- A. Application Materials: Design Review Application & Supplemental Materials
- B. Application Materials: Design Review Plan Set
- C. Application Materials: Lot Consolidation Preliminary Plat Application & Supplemental Materials
- D. Application Materials: Lot Consolidation Preliminary Plat Plan Set
- E. Application Materials: Condominium Subdivision Preliminary Plat Application & Supplemental Materials

- F. Application Materials: Condominium Subdivision Preliminary Plat Plan Set
- G. Staff Report: Planning and Zoning Commission Regular Meeting of February 14, 2023
- H. Lot Consolidation Preliminary Plat Application File No. P22-043A: Draft City Council Findings of Fact, Conclusions of Law, and Decision
- I. Condominium Subdivision Preliminary Plat Application File No. P22-043B: Draft City Council Findings of Fact, Conclusions of Law, and Decision
- J. Draft 4th & Main Mixed-Use Development FAR Exceedance Agreement 22818

Attachment A

Application Materials:
Design Review Application &
Supplemental Materials



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
File Number:	P22-043
Date:	7/20/22
By:	SMcCollum
Pre-Application Fee Paid:	
Design Fee Paid:	3915.50
Approved Date:	
Denied Date:	
By:	
ADRE: Yes <input type="checkbox"/> No <input type="checkbox"/>	

Design Review Application

APPLICANT INFORMATION				
Project Name: 4th & Main Street		Phone: 858-232-4928		
Owner: Chris Ensign		Mailing Address:		
Email: chris@solsticedev.com		4685 Highland Dr., #224, Millcreek, UT 84117		
Architect/Representative: PH Architects / Peter Paulos		Phone: 203-426-6500		
Email: ppaulos@ph-archs.com		Mailing Address:		
Architect License Number: AR-986736		38 Taunton Hill Rd., Newtown, CT 06470		
Engineer of Record: Galena Engineering, Inc / Samantha Stahnocker		Phone: 208-788-1705		
Email: sam@galena-engineering.com		Mailing Address:		
Engineer License Number:		317 North River St., Hailey, ID 83333		
<i>All design review plans and drawings for public commercial projects, residential buildings containing more than four (4) dwelling units and development projects containing more than four (4) dwelling units shall be prepared by an Idaho licensed architect or an Idaho licensed engineer.</i>				
PROJECT INFORMATION				
Legal Land Description:				
Street Address: 4th St. & Main St.				
Lot Area (Square Feet): 10,997				
Zoning District: Community Core (CC)				
Overlay District: <input type="checkbox"/> Floodplain <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain				
Type of Construction: <input checked="" type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Remodel <input type="checkbox"/> Other				
Anticipated Use: Retail/Residential			Number of Residential Units: 5	
TOTAL FLOOR AREA				
	Proposed		Existing	
Basements	0	Sq. Ft.	n/a	Sq. Ft.
1 st Floor	5,356	Sq. Ft.	n/a	Sq. Ft.
2 nd Floor	8,515	Sq. Ft.	n/a	Sq. Ft.
3 rd Floor	6,764	Sq. Ft.	n/a	Sq. Ft.
Mezzanine	3,270	Sq. Ft.	n/a	Sq. Ft.
Total	23,905	Sq. Ft.	n/a	Sq. Ft.
FLOOR AREA RATIO				
Community Core: 2.17		Tourist:	General Residential-High:	
BUILDING COVERAGE/OPEN SPACE				
Percent of Building Coverage: n/a				
DIMENSIONAL STANDARDS/PROPOSED SETBACKS				
Front: (Main Street, West) 0'-6"		Side: (North) 0'-0"	Side: (South) 4'-9 5/8"	Rear: (Alley, East) 5'-0 3/8"
Building Height: 36'-11 3/8" (Front), 39'-4 3/4" (Rear)				
OFF STREET PARKING				
Parking Spaces Provided: 9				
Curb Cut: Sq. Ft.		%		
WATER SYSTEM				
<input type="checkbox"/> Municipal Service		<input type="checkbox"/> Ketchum Spring Water		

1525
2390

February 7, 2022

Revised: June 17, 2022

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

RE: 4th and Main Project Narrative

Dear Planning Staff and Design Review Committee,

We are pleased to present this project narrative and the enclosed materials in support of the 4th and Main Mixed-Use Project for the Pre-App Design Review Application.

4th and Main is a retail and residential mixed-use development located on the northeast corner of 4th Street and Main Street in Ketchum's Community Core District. The project provides three retail units – two along Main Street and one along 4th Street – and five residential units with parking garages accessed from the rear alley.

DESIGN FIRM BACKGROUND

P|H Architects is a Connecticut-based design firm that has projects nationwide. The firm has designed projects in areas from San Francisco, California, to Wellington, Florida and Front Royal, Virginia. Many of the firm's projects have been in Fairfield County, Connecticut and in Salt Lake City, Utah. A project of note that the firm has had the privilege to work on was Bright Angel Lodge on the South Rim of the Grand Canyon, where P|H was contracted to help update a newer restaurant constructed in an historic lodge structure that is on the National Registry of Historic Places. This is a theme of much of the work that P|H has done along the shores of Connecticut, creating additions and renovating structures as old as the 1780's while respecting the historic nature of the existing structure. Another recent project of note is a modern addition and renovation to a 1920's colonial home on the Fairfield, Connecticut shoreline. The design of the addition respected and drew from the existing structure, garnering accolades from neighbors.

P|H has teamed up with Solstice Development to create mixed use developments in Salt Lake City. Each development has been met with support from the public with great interest in leasing or buying residential units even prior to construction completion. P|H hopes to bring their knowledge, experience, and passion for good design to this project in Ketchum.

PUBLIC OUTREACH

To gather input from the community about the proposed development, we held two public open house events. We advertised the events in the Mtn Express and posted a banner on the site. Given the current health crises and to allow the most people to attend, both events were held virtually. At our first open house on December 10th from 4:00 to 5:00 PM, seven people joined; feedback was positive as most mentioned they like the design, the step backs, and how many of the design features connect to other design elements from other historic buildings in Ketchum. At the second meeting on December 15th from 5:00 to 6:00 PM, we did not have any attendees.

We also contacted our immediate neighbors directly. Ozzies Shoes (Steve Carlson), our neighbor to the east, and Sturtevant's of Sun Valley (Olin Glenne), our neighbor to the south, both positively support the project. We have coordinated our project with Dave Wilson, who is proposing a mixed-use development immediately to our north; the developments are working together on shared footings, sidewalk connectivity, and design compatibility.

We have also worked with planning staff who has reviewed building height compliance and made meaningful contributions to the project's design, including to pull the elevator further interior to create more visual space and massing relief along 4th Street, to add retail along 4th Street, and to rebuild the sidewalk along 4th Street to remove existing steps and make accessible for all.

BUILDING DESIGN

4th and Main presents as a three-story building at the Main Street front facade and at the rear alley façade, stepping back as it follows the grade of the sloped site. Each public facade of the proposed development undulates both in plan (horizontal plane) and in elevation (vertical plane). These undulations provide opportunity to include other public amenities that further soften the building facade.



P|H Architects studied buildings in the immediate area and throughout Ketchum for design characteristics, materials, and massing to provide inspiration and grounding for 4th and Main.

The resulting design draws on historic and current elements while also looking to the future with a few modern touches to provide some differentiation and individual site character. The Christiana and Les Saisons Building on Spruce Avenue provide a precedent for the retail/pedestrian that we wanted to emulate. Both use canopies to help make the walking experience of the building more human scaled. In studying these buildings, we felt we could design the mass of our building to be less horizontal and erode the mass of our building to a greater degree to help fit in with both the smaller and larger buildings on Main St.

Christiana Building



Les Saisons

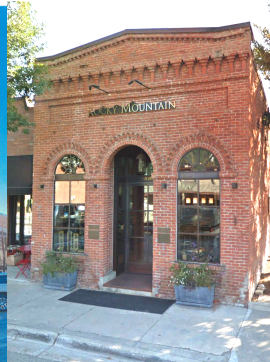


The Mountain West Bank/Galleria Building has a materiality that reflected the image that we had in mind, a brick and metal building with projections to help break up the building mass. Again, we felt we could erode the mass of the building to better fit into Main Street and to provide a better pedestrian experience. The Rocky Mountain and Cornerstone buildings provided a glimpse into the brick treatment that we wanted to recreate. Both buildings also have a pleasant vertical proportion and width that we wanted to emulate on the Main St. façade plane of our proposed building.

Mountain West Bank/Galleria



Rocky Mountain



Cornerstone



The Enoteca Building held yet another item that we wanted to use in our design. This building used a covering over the sidewalk to protect pedestrians from the weather, which also helped to make the walking experience of the building feel much different than the building's elevation presents. The Theater Building on First Avenue does a good job of addressing the corner and reducing its mass as the building gets taller. The proportion of window-to-wall area is also a comfortable ratio.

Theater Building



Enoteca Building



Brick and wood materials were chosen to ground the 4th and Main building in Ketchum's current built environment and to give reference to the nature that Ketchum is so well connected to. Measured amounts of steel and glass were chosen to respectfully touch upon Ketchum's mining past and to look toward the future. These materials were selectively used to add accents and break up elevation areas to visually smaller parts.

The fact that our site is a corner site is an important one and a point that drove the design of the building. The volume and mass at the corner have been eroded to a greater extent than other areas of the building to soften the corner and help the building feel more to human scale. This also helped give character and interest to the most important part of the project.

The street level of the proposed building contains retail space to enliven each facade and provide two activated streetscapes. Upper levels of the Main Street and 4th Street elevations are activated by private terraces. Glass railings on terraces minimize the heightening effect that is created with solid or baluster type railings. The terraces afford the residential units an opportunity to connect to Ketchum and to Bald Mountain, livening up the building to the streetscape at multiple levels. Access to parking was intentionally kept off the street faces and provided at the rear alley. Minimal portions of each public façade were kept as foremost projections to reduce building mass.

To screen rooftop mechanical equipment, parapet walls were created at points on the upper story of the building. The parapet walls also add interest to the roof of the building.

The two foremost components of our building at the Main Street property line are approximately the same height as the Wells Fargo building on the opposing side of Main Street, providing symmetry from this main corridor. These components are designed to feel like the Cornerstone and Rocky Mountain buildings but with more façade undulation to make their scale even more humanizing. The brick arches pull the brick detailing of existing Ketchum buildings into our building. The window-to-wall ratio of the facades references these existing Ketchum buildings, as well as others mentioned previously. Even these components step back from the property line to relieve massing and have a softer street presence.

PROJECT SITE

Grade across the site rises approximately 8'-6" from Main Street toward the rear alley, with most of that elevation change occurring along 4th Street. The building works with this elevation difference, appearing to be three stories from adjacent grade at both Main Street and the rear alley. The upper level of the building is stepped back over 40'-0" from the Main Street facade, consistent with City Code, making the upper level barely perceptible from the Main Street walking experience.¹ This upper level is also setback at least 11'-0" along 4th Street and the rear alley and adjoining property to the north, exceeding the City Code requirement for a minimum 10' setback.²

HEIGHT & F.A.R.

4th and Main has a maximum height of 36'-11' consistent with City Code and surrounding buildings.

We worked with staff to confirm the building height fits within the City's parameters for buildings in the Community Core District at every façade and interior measurement. The building's maximum height of 36'-11" from adjacent average grade per Ketchum's Building Height definition is well within the 42' maximum height established for the Community Core District.³ The proposed height is comparable to the buildings opposite our site on Main Street and to the recently pre-design approved building for 460 N. Main Street to our immediate north. The walking experience of our building is very relatable, in no small part due to the canopies at the street facades. These canopies are a maximum of 11'-6" above sidewalk surface, setting up the shorter sense of the building.

We request to increase the F.A.R. from 1.0 allowed in the CC zone, to 2.07, based on payment of the Workforce Housing In Lieu Fee. City Code includes an incentive of increased FAR allowance up to 2.25 where Workforce Housing is provided or a Workforce Housing In-Lieu Fee is paid.⁴ This project proposes to pay the Workforce Housing In Lieu Fee to support a F.A.R. of

¹ "Height of building/CC District: The greatest vertical distance of a building in the community core district measured by determining the average elevation of the front property line and rear property line. Draw a line from the average front or rear elevation up to the maximum building height allowed, and then draw a line at that height parallel to the front or rear property line. The resulting line establishes the highest elevation of the front or rear facade. The front or rear facade shall not extend above this line. Side facades may be stepped up or down to transition from the highest elevation of the front facade height to the highest elevation of the rear facade. One or multiple steps along the side facades are allowed, **except no step shall occur within 40 feet of the front elevation or within 35 feet of the rear facade.** The City shall establish the elevation points used to calculate the average elevation of the front and rear property lines (see illustration A on file in the office of the City Clerk)." (Emphasis added)/

² KCC §17.12.040.

³ KCC § 17.12.040 (Dimensional standards in CC Zone).

⁴ KCC § 17.124.040 (Floor Area Ratios & Community Housing).

2.07, which reflects 1,959 SF less than if the full 2.25 FAR were utilized.⁵ This design represents a careful balance between creating usable square footage, which in turn supports the Workforce Housing contribution, and creating the necessary undulations to reduce the perceived mass of the building.

Learning from other similarly sized buildings in Ketchum, we studied and strategically implemented undulations in plan and elevation to erode mass and to fit in to the Main Street character while balancing permitted usable space in the building. Ultimately, no length of building along Main Street is greater than 26'-10" without an undulation; or greater than 35'-0" along 4th Street. No height of building is greater than 24'-0" from adjacent grade without undulation on Main Street, greater than 30'-0" from adjacent grade at 4th Street, or greater than 29'-2" from the rear alley. In addition, canopies line each street front to provide shelter from the elements and maintain the walking experience of the street, similar to the Enoteca building one block south of our site. Due to these undulations, minimal amounts of facade surface establish the building plane at the public faces.

MASSING RELIEF PERCENTAGE

A helpful metric to envision FAR utilization and building articulation is a *Massing Relief Percentage*. This percentage quantifies the amount of architectural relief of the physical form of the structure as it relates to the visual impacts from the various lines of sight and points of view. It represents how much spatial light is felt or experienced through relief and undulation of the mass. To the pedestrian or vehicular passerby, the form of a building can be experienced as a 3-story rubrics cube or with multiple spatial light planes as in origami-form. This metric calculates the buildable envelope and deducts the building from volume. The proposed building has a Massing Relief Percentage of 33%.

4th and Main uses only a fraction of its usable footprint area at multiple levels. At the Main Street level, 47% of the usable footprint is proposed to be developed, the remainder is proposed as unexcavated area, respecting the natural grade and allowing for 4th street activation. Similarly, the Upper Level of the project develops only 53% of the total footprint.

PUBLIC BENEFITS

4th and Main provides several benefits to the community. Most importantly, the project adds retail activation and vibrancy at one of Ketchum's most significant pedestrian corners. Three retail units front Main Street and 4th Street, with storefront windows draped in canopies,

⁵ Without the parking, which is located above ground to provide an alley entrance and save 4th street for retail and pedestrian activation, the unused FAR would be 4,624 SF or 1.84 FAR.

providing valuable space for local businesses and bringing to life a corner that has been dormant in the heart of the city.

With over 3100 square feet of activated sidewalk, this project will provide the only safe, uninterrupted, and fully ADA compliant access to Main Street on the block as it stretches up the hill. The heated sidewalk wraps the corner with covered awnings, five trees for natural screening and shade, planter boxes with native plantings, multiple sitting spaces for up to 16 seats, 8 bicycle parking stalls, and a designated art pedestal. This visually welcoming, pedestrian-oriented corner in Ketchum will encourage walking and shopping. The seating will draw pedestrians to the site and provide a space to gather, further supporting the businesses and also providing a counterbalance to the vehicle feel of Main Street.

4th and Main provides funding for Workforce Housing by payment of the In Lieu Fee to allow additional usable space within the building. A FAR of up to 2.25 may be approved with this contribution to Workforce Housing; the project only utilizes 2.07 and this *includes* parking that is required to be above-ground to enable full activation of 4th street with no access driveway to underground parking.⁶ The density and scale of the project is consistent with City plans, City Code, and the surrounding uses along Main Street.

The five residential units also provide additional housing in an infill location, where residents can walk to businesses, restaurants, services and amenities throughout the city. The garage parking means these residents will not need to park on City streets. The mixed use nature of the building minimizes traffic impacts while supporting businesses in the core and adding vibrancy to this important part of the City.

COMPREHENSIVE PLAN

4th and Main will fulfill many goals of Ketchum’s Comprehensive Plan. The Plan focuses on creating a “sustainable, vibrant, connected and more beautiful Ketchum” based on the principle of sustainability. Plan, p. iii.

Policy LU-2.1. Infill and Redevelopment. Support intensification of land uses on appropriate infill and redevelopment sites in the following areas: Downtown.

This infill development includes commercial store-fronts and integrated residential units – providing new retail space, housing, and activated public spaces to the downtown core on a formerly vacant lot, all surrounded by developed and redeveloping properties.

Policy E-1(b). Downtown as a Major Community Asset and Tourism Attraction. The community will strive to maintain a single concentrated commercial and retail core. The City will reinforce the downtown core’s role as a major asset and visitor attraction by encouraging businesses

⁶ The FAR would be 1.82 if the parking were located below ground.

that fit the downtown character and by developing policies, programs, investment strategies, and organizations that help retain downtown businesses.

4th and Main provides three new highly visible commercial spaces in the downtown core to serve local businesses and attract new independent businesses, contributing to the downtown core's role as a major asset and visitor attraction. The project's activated streetscape and public spaces, with high visibility on Main Street and pedestrian connectivity along 4th Street, will draw visitors to and around the corner, supporting all commercial businesses in the area.

Policy H-1.4. Integrated Housing in Business and Mixed-Use Areas. Housing should be integrated into the downtown core and light industrial areas, and close to the ski bases. The resulting mix of land use will help promote a greater diversity of housing opportunities as well as social interactions.

Policy M-1.3 Compact Development and Housing Downtown and in Activity Centers. Encourage compact development, mixed uses, and additional housing density in the downtown and in high-activity areas. This will increase opportunities for walking, bicycling and transit ridership and reduce vehicle trips.

4th and Main provides five new residential units vertically integrated above three new retail spaces. The mixed-use project is horizontally integrated with the downtown core with activated sidewalk and public gathering space lining both Main Street and 4th Street at this key corner location. The project's residents can walk to employment, shopping, services, and recreation, reducing vehicle trips and resulting in greater social interactions and more vibrancy around-the-clock in the downtown core.

Policy H-1.2 Local Solutions to Attainable Housing. ...The City will look to new funding mechanisms, and encourage a broad range of regulatory incentives and options for community housing. These may include unit buy-downs, unit reuse, density increases, and height bonuses.

Policy H-2.1 The Ketchum community will support affordable housing programs. BCHA, ARCH, and KCDC will serve the important functions of promoting, planning, developing, managing and preserving the longterm supply of affordable housing options in Ketchum. The City will partner with other entities to fulfill its housing goals.

4th and Main proposes to utilize the City's incentive of increased FAR by paying the Workforce Housing In Lieu Fee to Blaine County Housing Authority, supporting the community's efforts to provide attainable housing.

Policy M-5.1 Complete Sidewalk Network. Connect destinations with pedestrian facilities and encourage walking by filling in missing sidewalk links, restoring damaged sidewalks, and requiring sidewalks as part of development approvals. Ensure that sidewalks are accessible and clear of impediments to passage.

4th and Main will provide over 3100 square feet of activated sidewalk with public gathering space lining both Main Street and 4th Street at this key corner location. The project will reconstruct sidewalk along 4th Street to make it ADA compliant.

Policy M-5.4 Walkability and Sit-ability Improvements. Promote walkability and sit-ability through connected pathways, sidewalks and public seating; art, historical and cultural exhibits and other items of visual interest; and good wayfinding that encourages walking and dwell time in the downtown.

4th and Main will promote both walkability and sit-ability along both Main Street and 4th Street with heated sidewalks, covered awnings, trees for natural screening and shade, multiple seating areas for up to 16 seats, and a designated art pedestal to provide visual interest and to draw in passersby.

Policy H-3.4. Efficient Energy Use in New and Retrofitted Residential Construction. New housing will be energy-efficient, emphasize the use of durable and environmentally responsible materials, and implement best practices in site design and construction.

4th and Main will include energy-efficient construction with durable and environmentally responsible materials (e.g., minimum twenty-year materials and energy-efficient insulation values), and best practices in site design and construction.

Policy CD-2.5. Energy and Water Efficiency in New Development. The community should promote the siting and use of renewable energy, water conservation, and the use of compatible native or xeric landscape planting.

Policy NR 6.4. Energy Conservation in New Construction. Promote energy conservation features in residential and commercial development.

4th and Main will promote the siting and use of renewable energy, including rooftop solar panels to offset common area and exterior lighting needs; water conservation (drip line irrigation); and the use of compatible native landscape planting.

SITE AND PROJECT SUMMARY

- Lot Size – 10,997 SF
- Building – 22,784 SF
- 3 Retail Units – 4,039 SF
- 5 Residential Units – 12,029 SF
- 9 Private Parking Stalls – 2,666 SF
- Balcony & Terrace – 4,653

LEVEL-BY-LEVEL PROGRAMMING

Main St. Level

- Uses: Retail / Main Street Pedestrian Access / Elevator Access
- Bicycle racks
- Retail A: 1,659 nsf
- Retail B: 1,1718 nsf
- 11'-6" ceiling height
- Floor-to-ceiling glazing
- Community Housing: 2 Studio units (418 nsf & 518 nsf respectively)

Alley Level

- Uses: Retail / Private Garages / Condominiums / Private Terraces / Common Lobby
- Retail C: 662 nsf
- 2-bedroom condominium, 1,725 nsf
- 2-bedroom condominium, 1,505 nsf
- Refuse Area
- Private 1-car garage
- Three private tandem 2-car garages
- Private handicap tandem 2-car garage
- 10'-6" ceiling height

Middle Level

- Uses: Common Circulation / Condominiums / Private Terraces
- 3-bedroom condominium, 3,485 nsf, Private Terraces
- 2-bedroom condominium, 2,277 nsf, Private Terraces
- 10'-6" ceiling height

Upper Level

- Uses: Common Circulation / Condominium / Private Terraces

- 3-bedroom penthouse condominium, 3,039 nsf, Private Terraces
- 10'-6" ceiling height
- Building Mass maintaining minimum 11'-0" setback for fourth floor and minimum 40'-0" setback from Main Street

KETCHUM'S DESIGN GOALS

4th and Main not only meets the current City Code and Comprehensive Plan policies but also the design goals currently being considered by the City to develop new design standards.

1. Integrate new development into the natural and manmade environment around it.

4th and Main is an infill development that integrates with the sloped site and the surrounding built environment. The building height is comparable to uses across Main Street and immediately adjacent with the proposed redevelopment to the north, providing symmetry.

2. Strengthen the downtown pedestrian experience with more walkable areas.

4th and Main provides retail activation and vibrancy on a significant pedestrian corner with three retail units wrapping the corner and over 3100 sf of activated sidewalk, including a rebuilt and fully ADA compliant access along 4th Street. The activated streetscapes will feature heated sidewalks, covered awnings, trees and shade, planter boxes, sitting spaces for up to 16 seats, and a designated art pedestal, all strengthening the downtown pedestrian experience.

3. Avoid overbearing mass in design and break up facades into smaller components.

The 4th and Main building is designed well within the 42' height limit for the zone, with a maximum height of 36'-11' and no more than 30' at street property lines. The building also proposes a 2.07 FAR, where the City Code provides up to 2.25 as an incentive for Workforce Housing contributions. The stepped back building, undulating facades with significant architectural relief, and activated canopied streetscapes all reduce massing. Design elements and materials break up facades into smaller components.

4. Promote the surrounding environment's color and material palettes.

Many buildings on Main Street and around Ketchum have brick as a main material in the building. Our building also uses brick, with historic detailing, to continue that tradition. The brick is accentuated with wood siding to soften the building and bring in the feel of Silver Creek Outfitters and other surrounding buildings sharing our side on Main Street.

5. Create inviting spaces that encourage community.

The proposed retail spaces along Main Street and 4th Street are designed to encourage pedestrian traffic and “window shopping” along these main through-fares. The over 3100 SF of sidewalk with multiple seating areas, landscaping, and designated art pedestal will draw in the public and give them space to commune. Consistent with the comprehensive plan, these spaces promote both walkability and sit-ability.

6. Support Ketchum’s history through reuse of historic buildings.

The 4th and Main site does not have an existing building on it. However, the proposed design for the site draws from Ketchum’s existing structures and history to create a solution that respects the past and the environment around it.

7. Promote innovation.

4th and Main strikes a balance in providing architectural elements based on Ketchum’s existing buildings with a few modern touches and materials to add interest and variety. The project provides innovative streetscapes to encourage shopping, art, canopied storefront visuals, seating areas, all bringing together a human scale and a beautiful, usable mixed use building.

CONCLUSION

Thank you for your review and consideration of these materials. We are excited to present the 4th and Main development and we look forward to continued collaboration with City planning staff and discussion and with the Commission at the Pre-Application Design Review meeting.



Peter Paulos, Jr., AIA
Principal, P|H Architects

June 17, 2022

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

Dear Mrs. Rivin,

Below please find a description of the revisions that have been made to the 4th & Main project since the project's Preliminary Zoning submission. The Commission comments are referenced along with our response to that comment:

1. The commission would like to see the brick used along with its detailing.

A distressed red brick finish shall be used on the 4th & Main building, similar to Arriscraft's General Shale "Schoolhouse" thin brick. It was the consensus of the commission, the client and our office that Scheme A (more brick option) best balanced the use of material for the project. The exterior wall assembly shall include a thin brick veneer that provides the look of full bed brick but saves on material. Details on sheet A6.0 have been added to show the brick relief at rectangular and arched openings, as well as windowsill locations.

2. The commission liked the use of exposed steel and rivet detailing of that steel.

Sheet A6.0 also includes detailing of how the decorative rivets would be applied to the exposed steel of the project.

3. The commission inquired about the developer using "in lieu" of fee for community housing. The commission preferred to see community housing units in the project.

Sheet A1.0 reflects the addition of two studio units of community housing. Access to the units is provided in the existing alcove that was designed between the approved 460 Main St. building and the 4th & Main project. Since the unit square footage was added to an area that was previously unexcavated area, it does not add to the apparent massing nor height of the building. The FAR of the building however was increased to 2.17 where an FAR of 2.25 is allowed.

4. The commission commented that the retail units seemed large for the Main St. business clientele.

The revised Sheet A1.0 depicts the option to divide the retail spaces into 4 smaller spaces at the Main St. level. These smaller spaces range from a minimum of 512 nsf

to a maximum of 886 nsf and are depicted by the dashed walls on the Main St. Level plan, drawing 2/A1.0. Additional doors were added to the floor plans and elevations to provide access to the smaller spaces, while maintaining the original design aesthetic. Storage areas for the retail spaces were also added to the floor plan, adding to the increase in FAR.

5. The commission commented that there was an abundance of glazing on the North side of the building.

The glazing area at the north side of the Alley and Middle Levels of the project have been reduced. This is reflected on revised Sheet A2.1.

6. The commission inquired about sustainable elements that might be included in the design.

Solar panels shall be installed at the roof of the 4th & Main Building. The glazing throughout the project is proposed to be triple glazed to achieve a greater u-value and the Solar Heat Gain Coefficient of the glazing shall be designed to take advantage of the passive solar benefits of the southern facing windows in the project. Due to the southern glazing, interior artificial light use will be diminished saving on electricity. The exterior wall assembly of the project is designed to have rigid insulation panels with cement board facing to provide continuous insulation benefits to the conditioned spaces.

Please contact us with any questions. Thank you.



Peter Paulos, Jr., AIA
Principal, P|H Architects

September 30, 2022



CHRIS ENSIGN
4685 Highland Dr 224
SALT LAKE CITY, UT 84117

To whom it may concern,

Thank you for your inquiry about electrical service at 400 MAIN ST
KETCHUM, ID 83340

The property is located within Idaho Power's service area in the state of Idaho

Idaho Power will provide electrical service to this location once any required easement or right of way are obtained by Idaho Power and/or the Customer, and in compliance with the statutes of the State of Idaho/Oregon and the Idaho Power tariffs on file with our regulators. Tariffs include the General Rules and Regulations that covers new service attachments and distribution line installations or alterations.

Idaho Power has reviewed your project to be served at the above address. This project can be served from the planned installation of a three phase 120/208 transformer to be installed 70' north in the public right of way and to be shared by the 5th and Main Street project currently under construction.

In addition to the transformer to be installed at the north, 3 new 4" conduits will be required to be installed in the alley to the north east property corner of your project and terminate in a secondary bus cabinet installed on property. This customer owned secondary bus cabinet will be Idaho Power's Point of Delivery.

Sincerely,

Cyndi Bradshaw

Cyndi Bradshaw
PO Box 3909
Hailey ID 83333

C L E A R C R E E K D I S P O S A L

PO Box 130 • Ketchum, ID 83340 • Phone 208.726.9600 • www.ccdisposal.com

March 10, 2022

City of Ketchum
Planning Department
P O Box 2315
Ketchum, ID 83340

Re: 4th & Main

To Whom It May Concern,

I have met with the development team regarding future garbage services at this site. Please see the following:

Clear Creek Disposal has reviewed the plans the 4th & Main Street development and can adequately service the proposed development as proposed.

A dumpster mounted on a Garbage Glider system will be installed and served multiple days per week. Clear Creek Disposal will approach the facility heading North in the alley from 4th St. and have an angled approach to the dumpster extended from the garbage room. Clear Creek will have access to the Garbage Room to access automatic controls to the dumpster glide platform system.

If you would like to discuss and/or need further information, please contact me.

Respectfully,

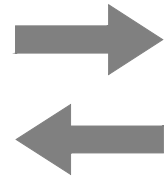


Mike Goitiandia
Clear Creek Disposal

.4th & Main – 1



EYWAY

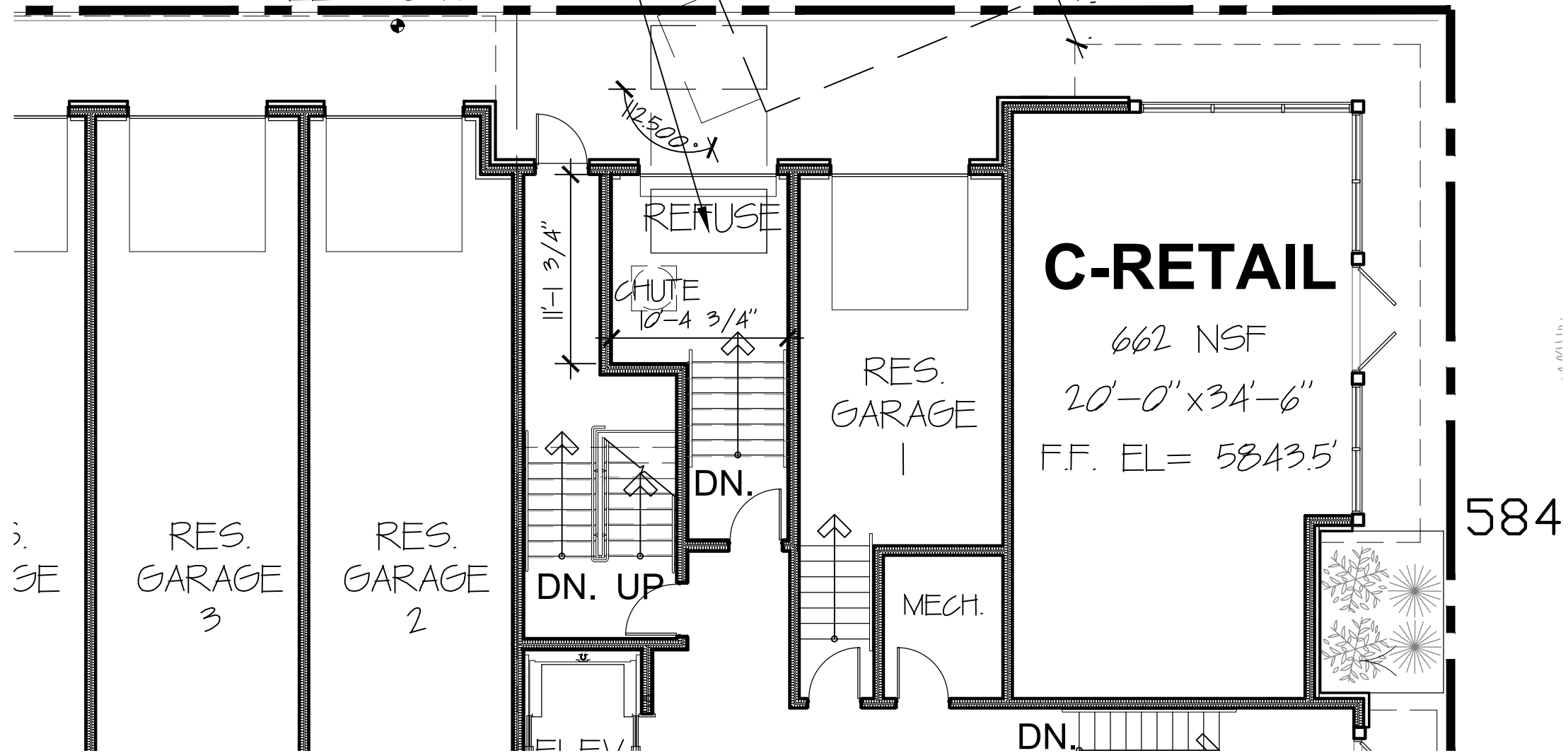


3 YARD DUMPSTER

EL= 5847.5

SANITATION TRUCK
(34' X 8.5')

5845.6



Attachment B

Application Materials:
Design Review Plan Set

MIXED USE DEVELOPMENT

4TH & MAIN STREETS
KETCHUM, BLAINE COUNTY, IDAHO

DATE: JULY 14, 2022
REVISED: JANUARY 30, 2023



P|H
ARCHITECTS

38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel. (203) 426-6503 fax
ph-archs.com

GALENA ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
317 North River Street
Hailey, Idaho 83333
tel: (208)725-1705

EGGERS ASSOCIATES
LANDSCAPE ARCHITECTURE
560 North Second Avenue
Ketchum, Idaho 83340
tel: (208)725-0988
fax: (208)725-0972

TAFT ENGINEERING, LLC
8610 South Sandy Parkway, Suite #200
Sandy, Utah 84070
tel: (801)566-8012
www.tafteng.com

LIST OF DRAWINGS:

		LAST ISSUED	
	CV 1.0 COVER SHEET	1/19/23	
CIVIL	C.0.1 NOTES AND DETAIL	1/26/23	
	C.0.2 DETAIL SHEET	1/26/23	
	C.0.9 SITE PLAN	1/26/23	
	C.1.0 SITE PLAN, GRADING AND DRAINAGE PLAN	1/26/23	
	PLAT SHOWING LOT 1A, BLOCK 5, KETCHUM TOWNSITE	September 2022	
	PLAT SHOWING SOLSTICE CONDOMINIUMS	September 2022	
	PLAT SHOWING SOLSTICE CONDOMINIUMS	September 2022	
SITE ELECTRICAL	E100 ELECTRICAL GENERAL NOTES	10/25/22	
	E101 ELECTRICAL FIRST FLOOR SITE PLAN	10/25/22	
	E101A ELECTRICAL FIRST FLOOR SITE PHOTOMETRIC PLAN	10/25/22	
	E200 LOWER LEVEL POWER PLAN	10/25/22	
	E201 ALLEY LEVEL POWER PLAN	10/25/22	
	E202 MIDDLE LEVEL POWER PLAN	10/25/22	
	E203 UPPER LEVEL POWER PLAN	10/25/22	
	E204 ROOF POWER PLAN	10/25/22	
	E601 ELECTRICAL DETAILS	10/25/22	
	E602 ELECTRICAL DETAILS	10/25/22	
	E603 ELECTRICAL DETAILS	10/25/22	
	E701 ELECTRICAL POWER RISER DIAGRAM	10/25/22	
	E702 ELECTRICAL POWER RISER DIAGRAM	10/25/22	
	E801 ELECTRICAL SCHEDULES	10/25/22	
	E802 ELECTRICAL SCHEDULES	10/25/22	
E901 ELECTRICAL SPECIFICATIONS	10/25/22		
LANDSCAPE	LANDSCAPE PLAN LEVEL 01 & 02	1/31/23	
	LANDSCAPE PLAN LEVEL 04	1/31/23	
ARCHITECTURAL	CD1.0 SETBACK PLANS	10/25/22	
	CD1.1 CODE DATA	10/13/22	
	A1.0 MAIN ST. & ALLEY LEVEL PLANS	1/30/23	
	A1.0a PARKING STALL DIMENSION PLAN	10/25/22	
	A1.1 MIDDLE & UPPER LEVEL PLANS	1/30/23	
	A1.2 ROOF PLAN	1/30/23	
	A2.0 FRONT & SIDE EXTERIOR ELEVATIONS	9/6/22	
	A2.1 REAR & SIDE EXTERIOR ELEVATIONS	9/6/22	
	A2.2 COMBINED MAIN ST. ELEVATION	6/17/22	
	A3.0 MASTER SIGNAGE PLAN	6/17/22	
	A5.0 PERSPECTIVE RENDERING	1/30/23	
	A5.1 PERSPECTIVE RENDERING	1/30/23	
	A5.2 PERSPECTIVE RENDERING	1/30/23	
	A5.3 CONSTRUCTION MANAGEMENT PLAN	6/17/22	
	A6.0 DETAILS	6/17/22	

**NOTE:
NOT FOR CONSTRUCTION**

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P. H. ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF P. H. ARCHITECTS L.L.C.

WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

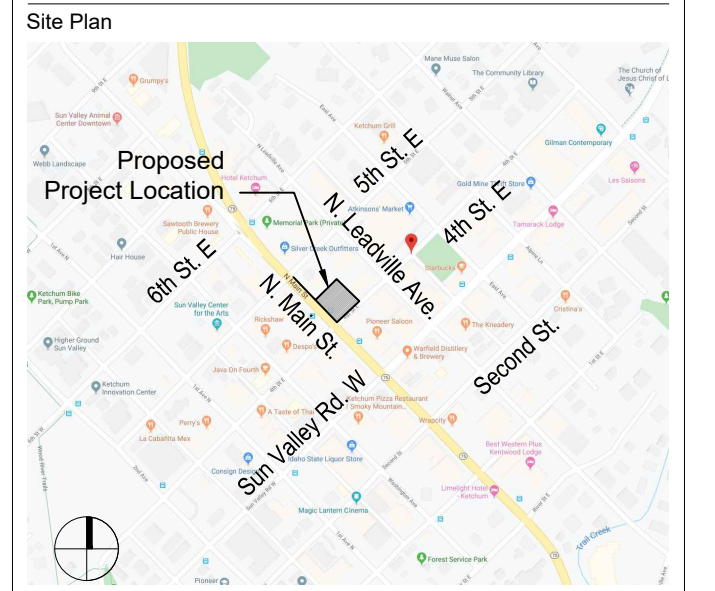
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS

38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com



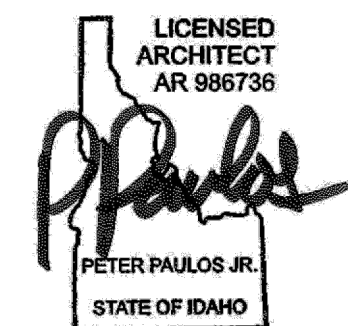
Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Seal



Revisions

No.	Date	Issue
3	2023/01/30	ZONING COMMENTS

COVER SHEET

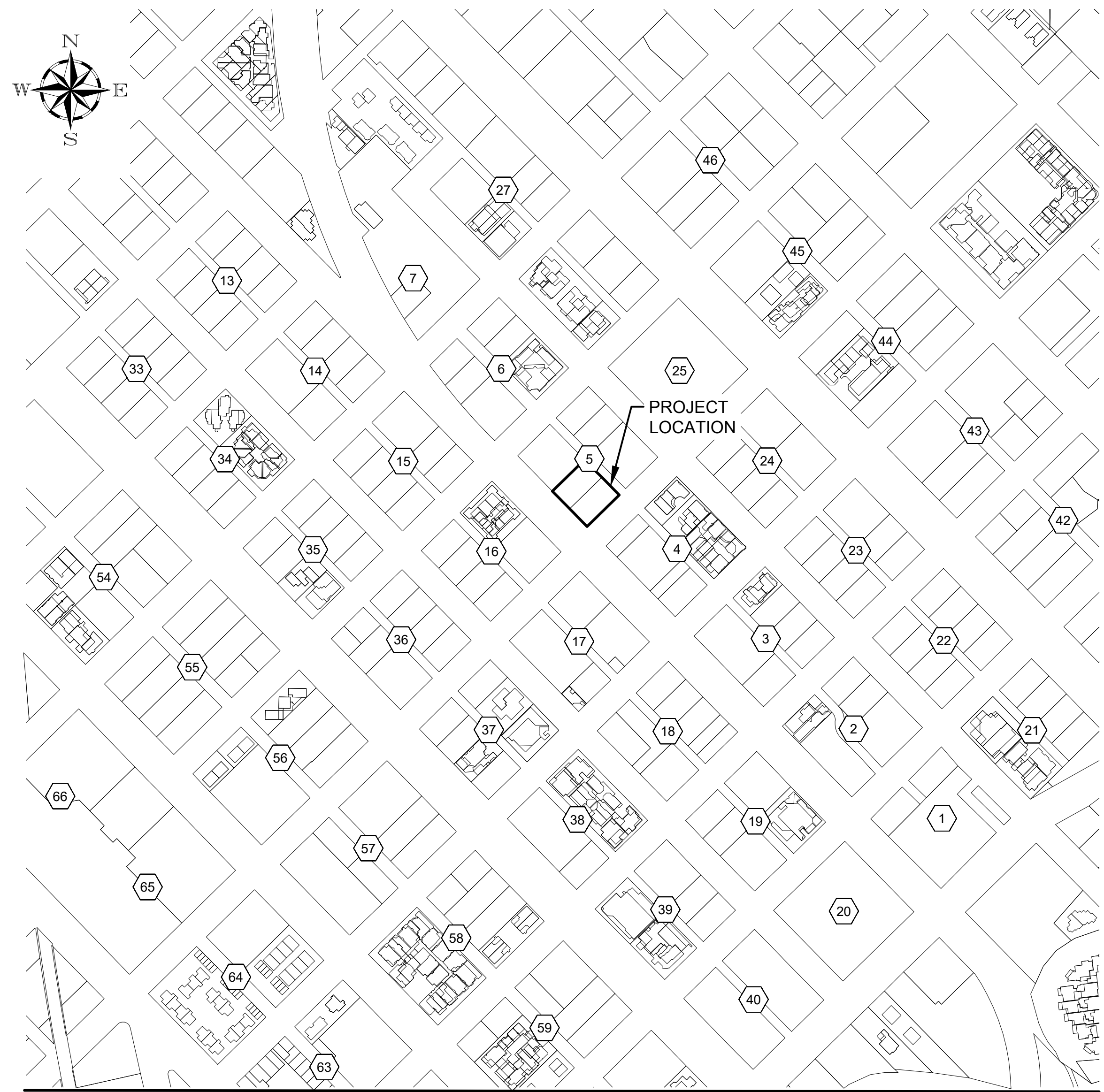
Date: 2022-07-14 Project No.:
Scale: NTS CAD File Name:
Design: s b z Checked:
Sheet No.:

CV1.0

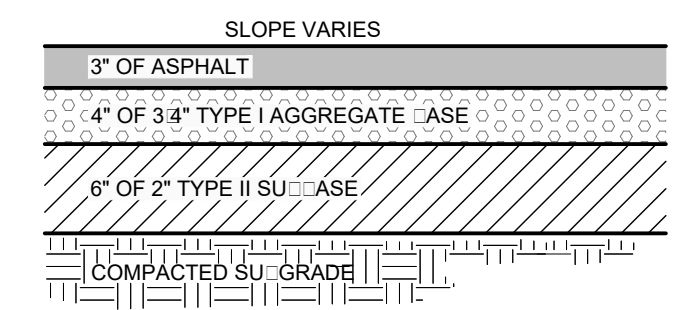
© P H ARCHITECTS, LLC

CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS," THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPMC), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPMC ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, EPAS NPDES CONSTRUCTION GENERAL PERMIT.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
- CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT MICROBIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSINSF STD. 61 COMPLIANT.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
- THE CONTRACTOR SHALL USE ANSINSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
- CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPMC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPMC SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPMC 802, TYPE II (ITD STANDARD 703.04.2). SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPMC 802, TYPE I (ITD STANDARD 703.04.3). SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPMC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803 IN ISPMC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPMC SECTION 805.
- ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL CONCRETE FORM WORK SHALL CONFORM TO ISPMC SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPMC SECTION 703, TABLE 1.C.
- ALL TRENCHING SHALL CONFORM TO ISPMC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- TOPOGRAPHIC, SITE, AND BOUNDARY SURVEYS SHOWN HEREON WERE CONDUCTED BY BENCHMARK ASSOCIATES, P.A., 11/8/2019. REFER TO TOPOGRAPHIC MAP FOR NOTES. PROPOSED CONDITIONS FOR 480 N MAIN STREET SHOWN HEREON ARE PER DESIGN DRAWINGS BY GALENA ENGINEERING, INC. ON JANUARY 19, 2023. CONTRACTOR SHALL VERIFY NO CHANGES TO ADJACENT PROPERTY DESIGN HAVE OCCURRED PRIOR TO CONSTRUCTION.
- PER IDAHO CODE 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS, ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.

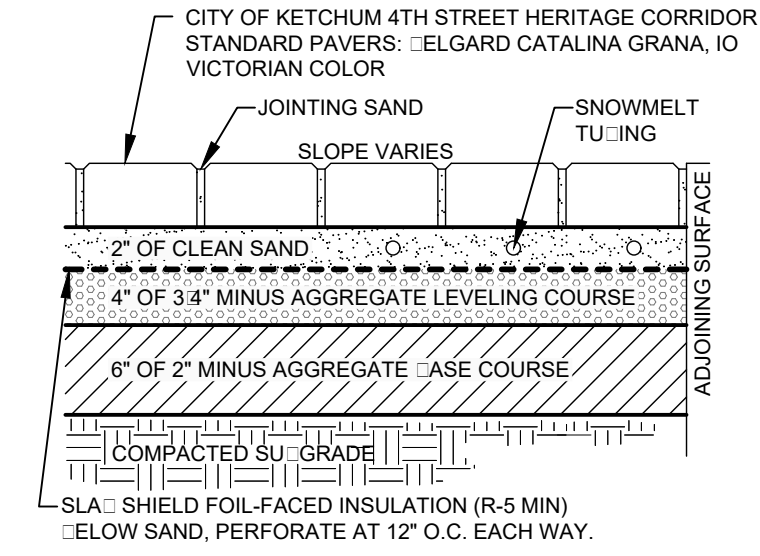


VICINITY MAP
SCALE: 1" = 200'

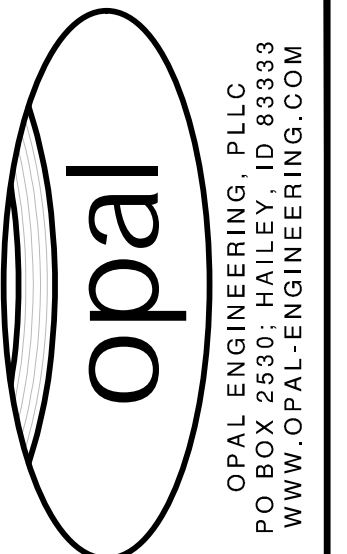


- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
 - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

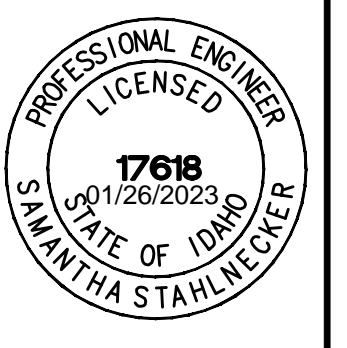
1 C0.1 TYPICAL STREET ASPHALT SECTION
N.T.S.



2 C0.1 PAVER DETAIL
N.T.S.

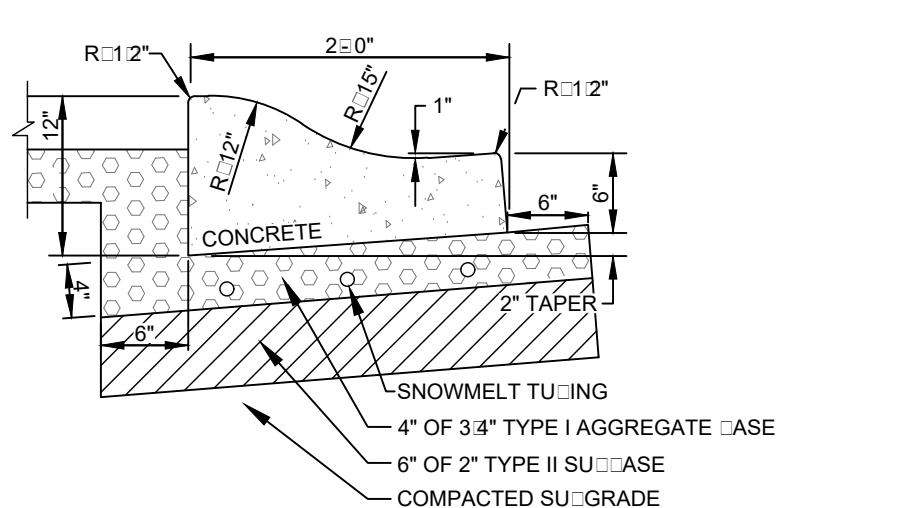


PURPOSE: ISSUE FOR DESIGN REVIEW (01/26/2023)	
REVISION NO.	DATE / DESCRIPTION



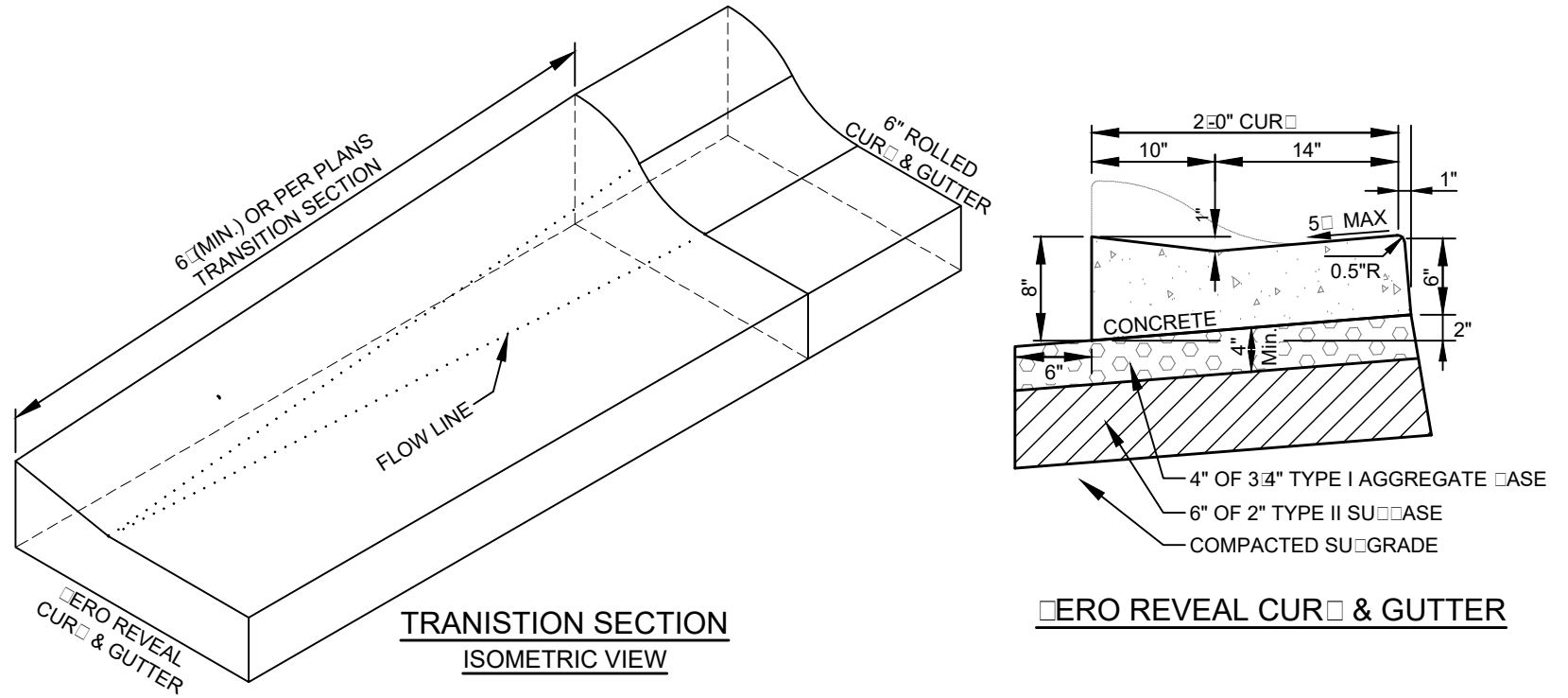
PRELIMINARY NOT FOR CONSTRUCTION

NOTES AND DETAIL SHEET
4TH AND MAIN STREET MIXED USE DEVELOPMENT
PREPARED FOR SOLISTICE DEVELOPMENT



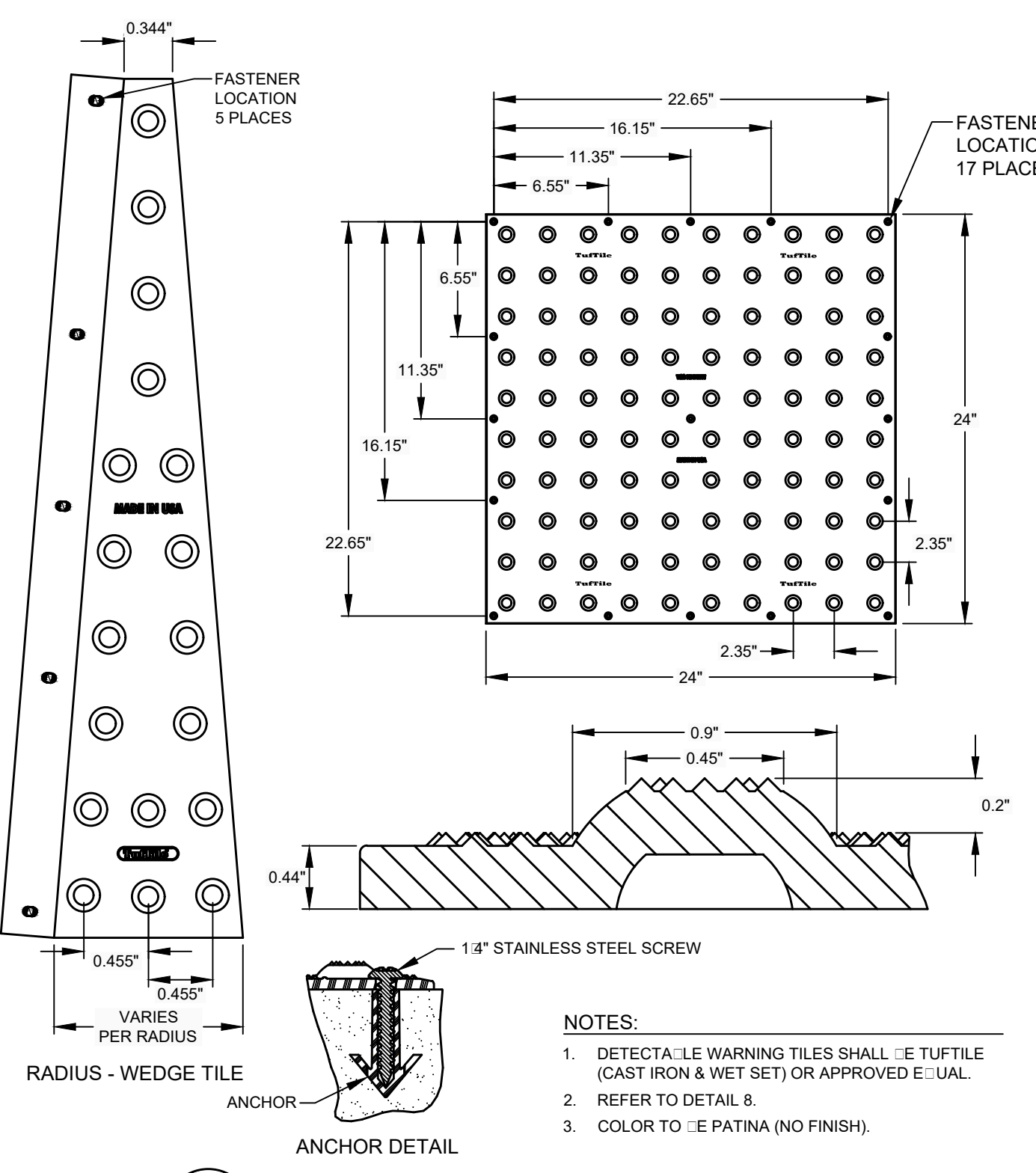
- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
 - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
 - 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
 - CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET W SIDEWALK).

3 C0.1 HEATED 6" CONCRETE ROLLED CURB & GUTTER
N.T.S.



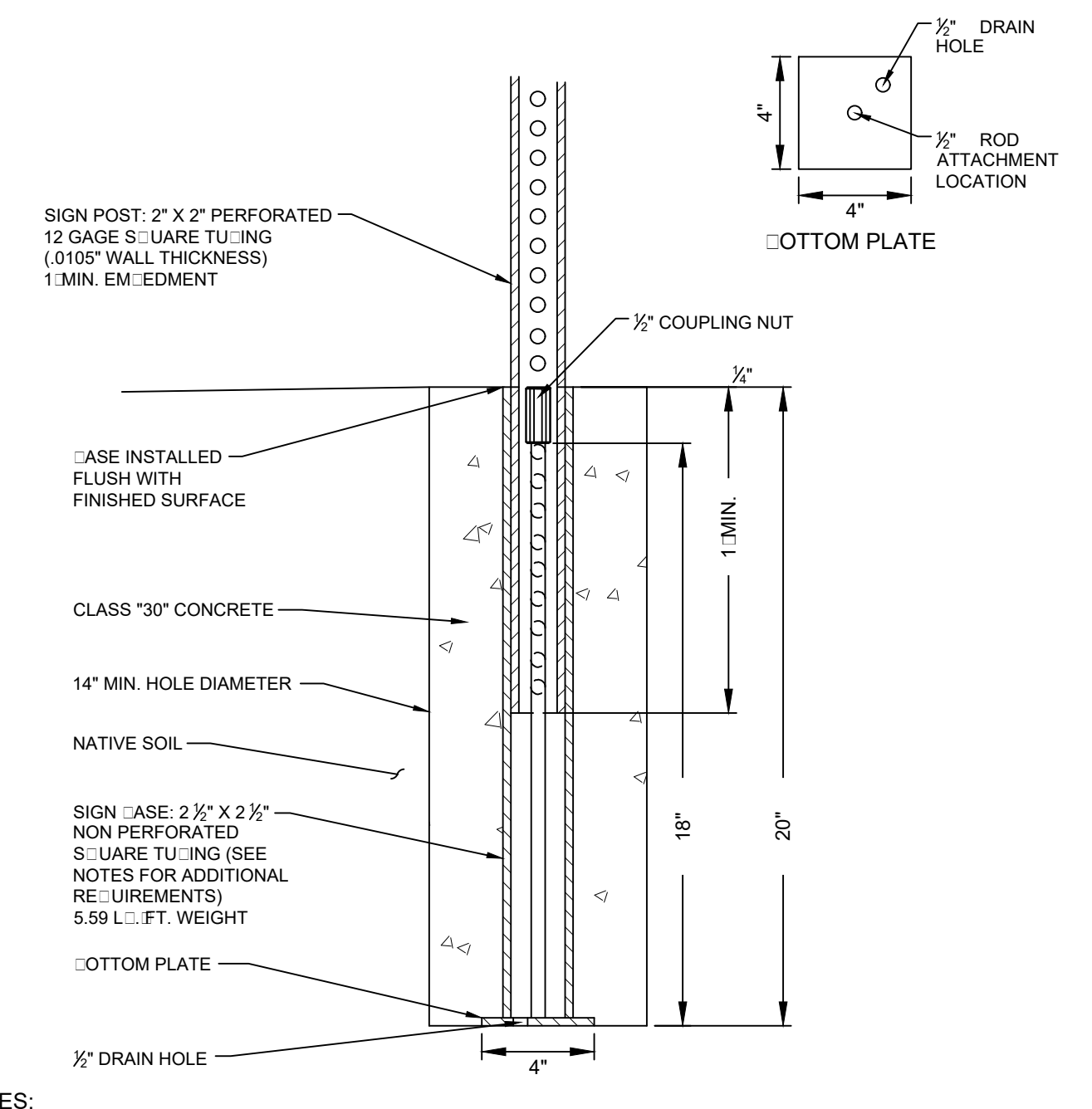
- NOTES:**
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 - 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
 - CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET W SIDEWALK).

4 C0.1 TYPICAL CURB TRANSITION DETAIL
N.T.S.



- NOTES:**
- DETECTABLE WARNING TILES SHALL BE TUFTILE (CAST IRON & WET SET) OR APPROVED EQUAL.
 - REFER TO DETAIL 8.
 - COLOR TO BE PATINA (NO FINISH).

5 C0.1 DETECTABLE WARNING PLATE
N.T.S.



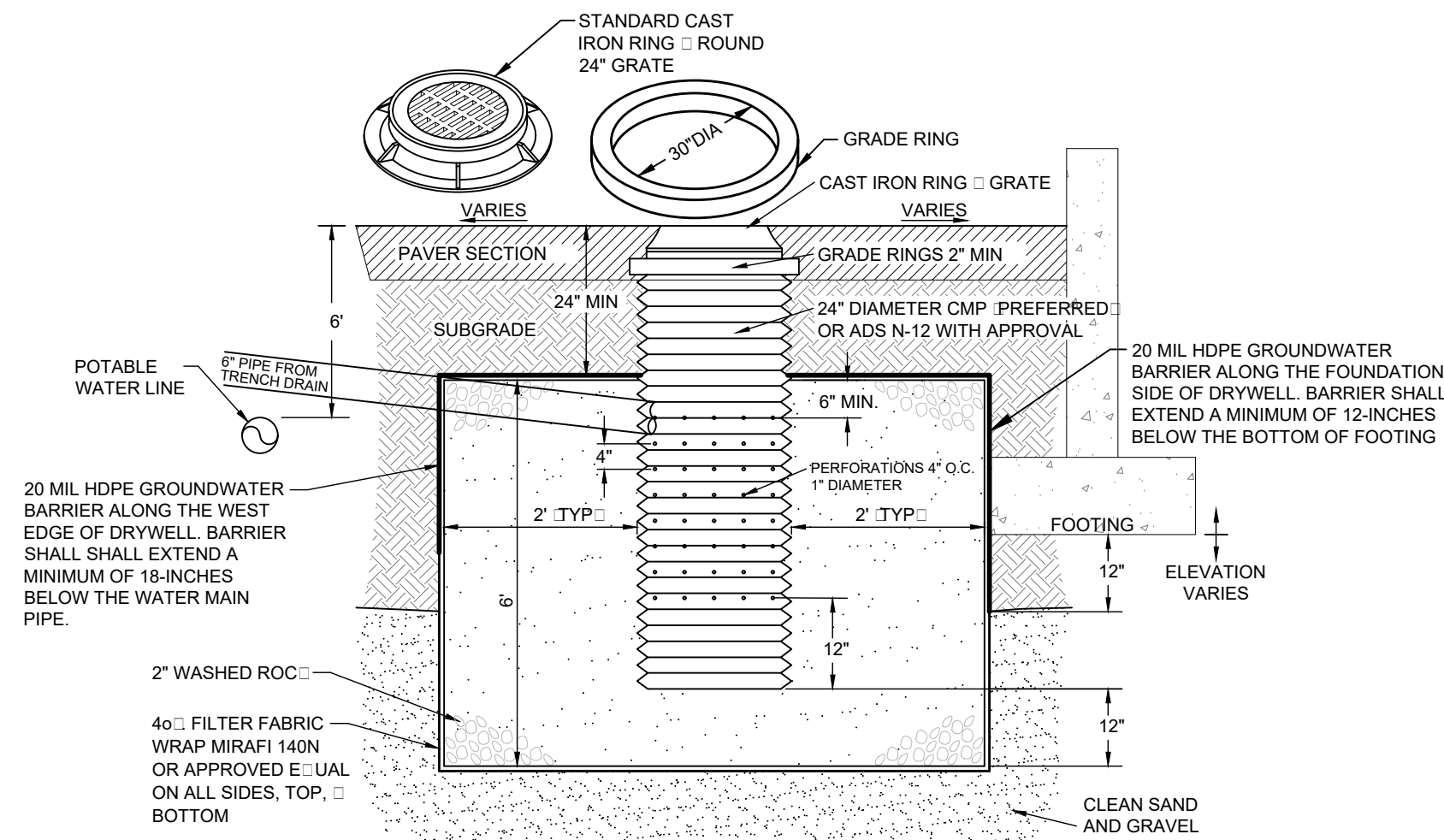
- NOTES:**
- BASES SHALL BE INSTALLED TO BE FLUSH WITH SURFACE.
 - ALL INSTALLATIONS SHALL HAVE 14" MINIMUM FOUNDATION OR GROUTED INTO SOLID ROCK.
 - ALL STREET SIGNS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE MUTCD.
 - SIGN PLACEMENT SHALL BE APPROVED BY THE CITY OF KETCHUM.
 - CITY TO PROVIDE BASES.

6 C0.1 TYPICAL SIGN BASE
N.T.S.

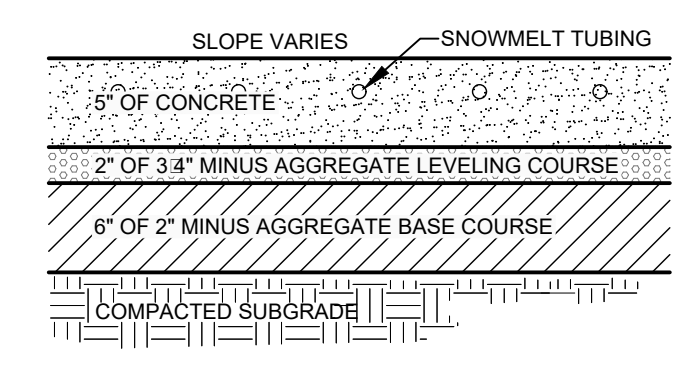
22025
PROJECT NUMBER

C0.1

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Opal Engineering, PLLC.

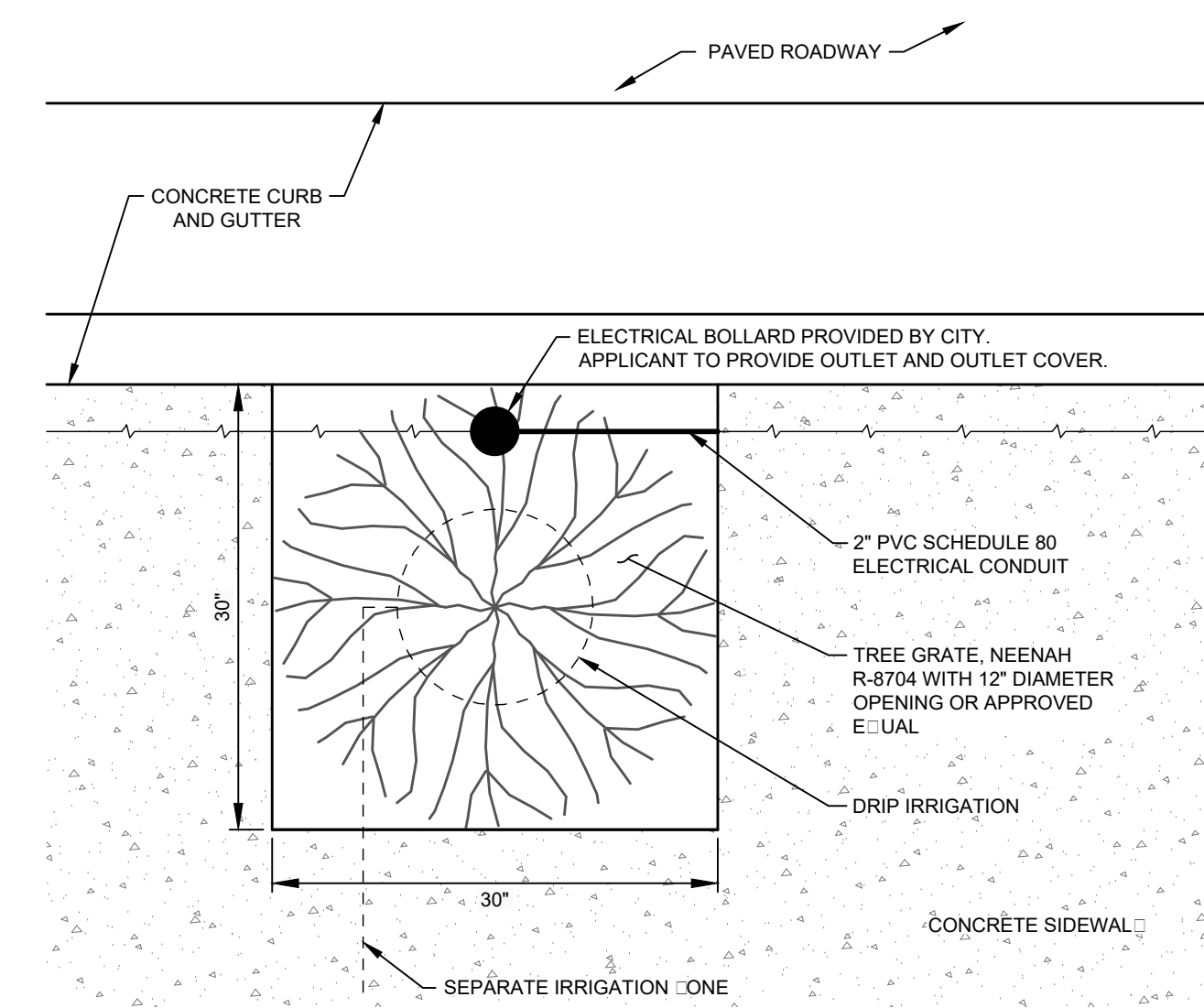


1
C0.2 DRYWELL DETAIL (6' Ø)
N.T.S.



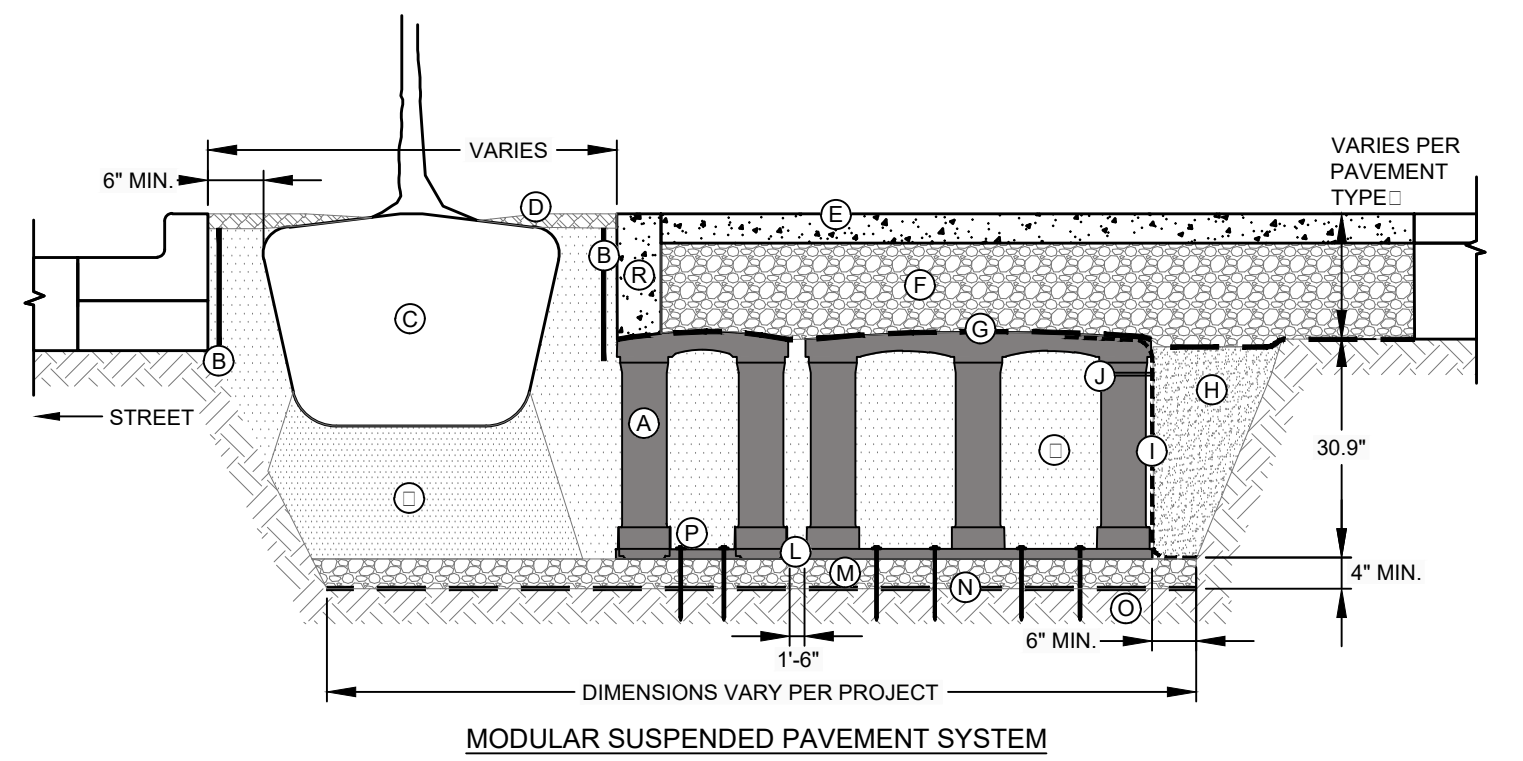
- NOTES:**
- INSTALL SCORE JOINTS AT INTERVALS TO MATCH WIDTH OF WALL. NOT TO EXCEED 5 FEET SPACING IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION FOR SIDEWALK. GREATER THAN 5 FEET IN WIDTH, INSTALL EXPANSION JOINTS EVERY 10 FEET IN LONGITUDINAL DIRECTION.
 - 1 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO THE STRUCTURE. PLACE 1/2" EXPANSION JOINT MATERIAL ALONG THE BACK OF WALL THE FULL LENGTH.
 - SIDEWALK CONSTRUCTION JOINTS SHALL BE CONSTRUCTED APPROXIMATELY 1/2" WIDE, 2" IN DEPTH AND FINISHED AND EDGED SMOOTH. A PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED EVERY 40' FOR NEW SIDEWALK CONSTRUCTION.
 - WHEN TRANSITIONING NEW SIDEWALK TO EXISTING, A MINIMUM 5' TRANSITIONAL PANEL SHALL BE SEPARATED AND ISOLATED WITH EXPANSION MATERIAL.
 - SIDEWALK ALIGNMENT TRANSITIONS SHALL HAVE A MINIMUM RADIUS OF 30' TO THE FACE OF CURB.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
 - CONCRETE THICKNESS PER THIS DETAIL OR MATCH EXISTING, WHICHEVER IS GREATER.
 - SURFACING MATERIAL FOR THE NEW SIDEWALKS WITHIN RIGHT-OF-WAY SHALL BE TITAN CONCRETE MIX N.T.S.

2
C0.2 TYPICAL CONCRETE SIDEWALK SECTION
N.T.S.



- NOTES:**
- TREE TO BE 3" MINIMUM CALIPER AUTUMN BLAUE MAPLE OR APPROVED EQUAL.
 - CITY OF JETCHUM REQUIRES DRIP IRRIGATION TO BE ON A SEPARATE ZONE WITH HUNTER RAINWISE SMART CLOSURE, OR APPROVED EQUAL, FOR REMOTE ACCESS BY CITY. TIE TO A CITY CIRCUIT FOR POWER.
 - APPLICANT TO CONNECT AND PROVIDE CONDUITS, WIRING, AND SEPARATE CIRCUIT, OR TIE TO A CITY CIRCUIT FOR POWER.
 - NO DIRECT BURIAL WIRE PERMITTED.
 - TREE INSTALLATION TO BE MODULAR SUSPENDED PAVEMENT SYSTEM. SEE TREE WELL SECTION VIEW, DETAIL 2.

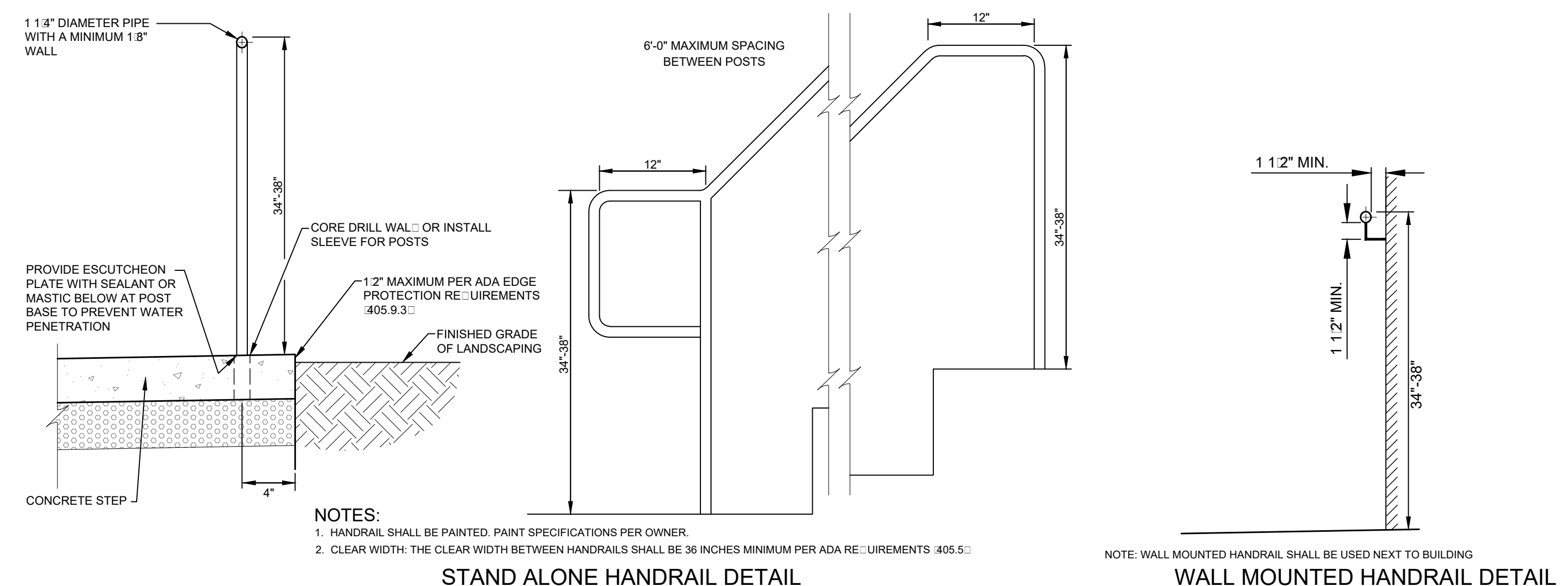
PLAN VIEW



- KEY PLAN:**
- SILVA CELL SYSTEM (DECIL, BASE, AND POSTS) OR APPROVED EQUAL.
 - DEEPROOF ROOT BARRIER, 12" OR 18" DEPTH DETERMINED BY THICKNESS OF PAVEMENT SECTION. INSTALL DIRECTLY ADJACENT TO CONCRETE EDGE RESTRAINT. PREVENTS ROOTS FROM DISTURBING PAVEMENT.
 - TREE ROOT PACKAGE, SEE VARIES
 - TREE OPENING TREATMENT, PER PROJECT SPECIFICATIONS
 - SURFACE TREATMENT, PER PROJECT
 - AGGREGATE BASE COURSE, DEPTH VARIES PER PROJECT
 - GEOTEXTILE TO DEEP AGGREGATE FROM MIGRATING DOWN THROUGH CELL DECIL
 - BACKFILL PER PROJECT SPECIFICATIONS
 - GEGRID TO PROVIDE FOR VERTICAL SEPARATION BETWEEN PLANTING SOILS AND BACKFILL WHILE ALLOWING ROOT PENETRATION INTO ADJACENT SOILS. 6" X 150" @ 12" TOE, OUTWARD FROM BASE; AND 12" X 305" @ EXCESS COVER TOP OF DECIL
 - CABLE TIE, ATTACHING GEGRID TO SILVA CELL AT BASE OF UPPER POST FLARE
 - PLANTING SOIL, PER PROJECT SPECIFICATIONS, COMPACTED TO 70-80% PROCTOR
 - SILVA CELL BASE SILVA, 10" MAX
 - 4" X 100" @ MIN AGGREGATE SUB BASE, COMPACTED TO 95% PROCTOR
 - GEOTEXTILE, TO PROVIDE SEPARATION BETWEEN SUBGRADE AND AGGREGATE BASE
 - SUBGRADE, COMPACTED TO 95% PROCTOR
 - PIN, PER SILVA CELL SPECIFICATIONS, TO DEEP CELLS IN PLACE DURING CONSTRUCTION
 - PLANTING SOIL BELOW TREE ROOT PACKAGE, COMPACTED TO 85-90% PROCTOR
 - CONCRETE EDGE RESTRAINT TO STABILIZE EDGE AND PREVENT AGGREGATE MIGRATION INTO TREE OPENING.
- MINIMUM PAVEMENT PROFILE OPTIONS TO MEET H-20 LOADING**
- | | |
|-------------|--------------|
| PAVEMENT | AGGREGATE |
| 4" CONCRETE | 4" AGGREGATE |
| 3" PAVER | 3" AGGREGATE |
| 4" ASPHALT | 4" AGGREGATE |
| 2.6" PAVER | 5" CONCRETE |

SECTION VIEW

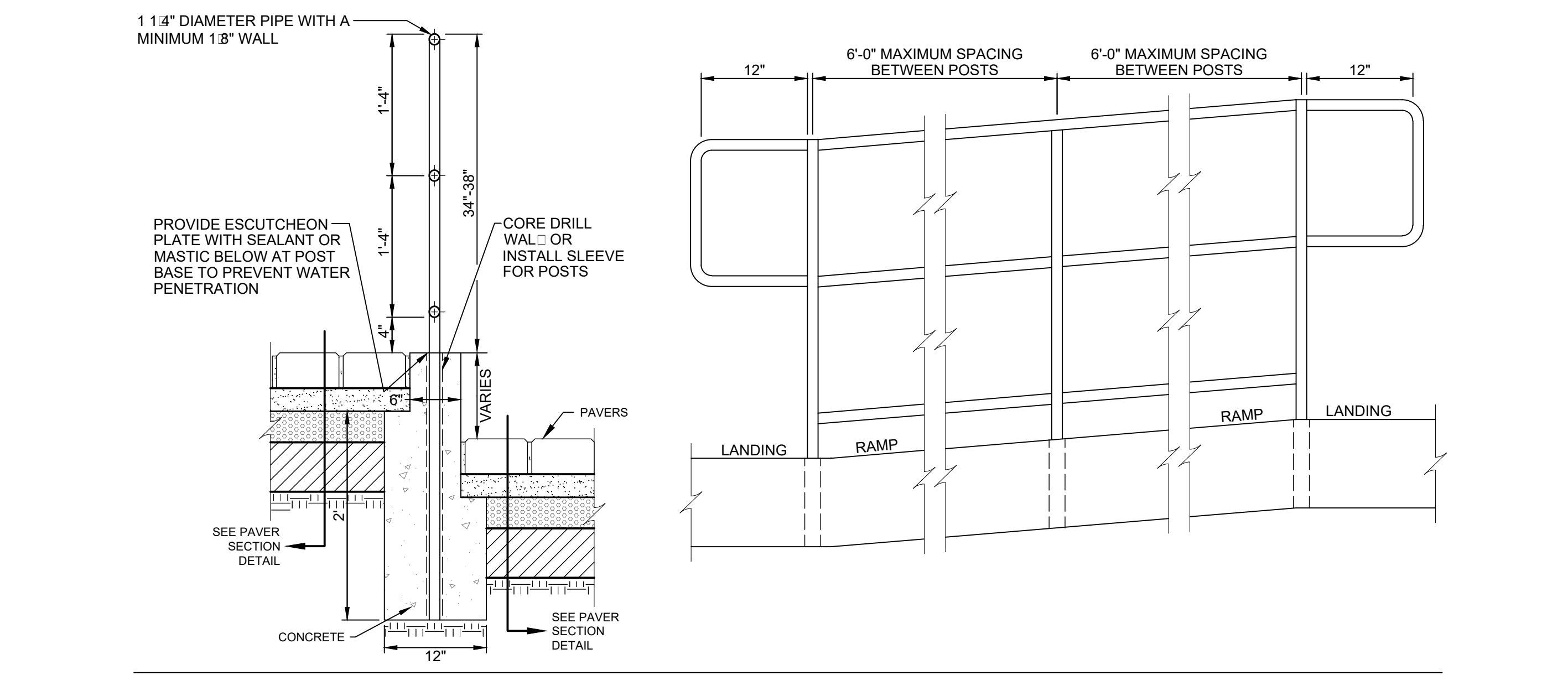
- NOTES:**
- EXCAVATION SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE HEALTH AND SAFETY REGULATIONS.
 - INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 - A PROJECT SPECIFIC DETAIL WILL NEED TO BE PROVIDED TO CITY FOR REVIEW AND APPROVAL.



STAND ALONE HANDRAIL DETAIL

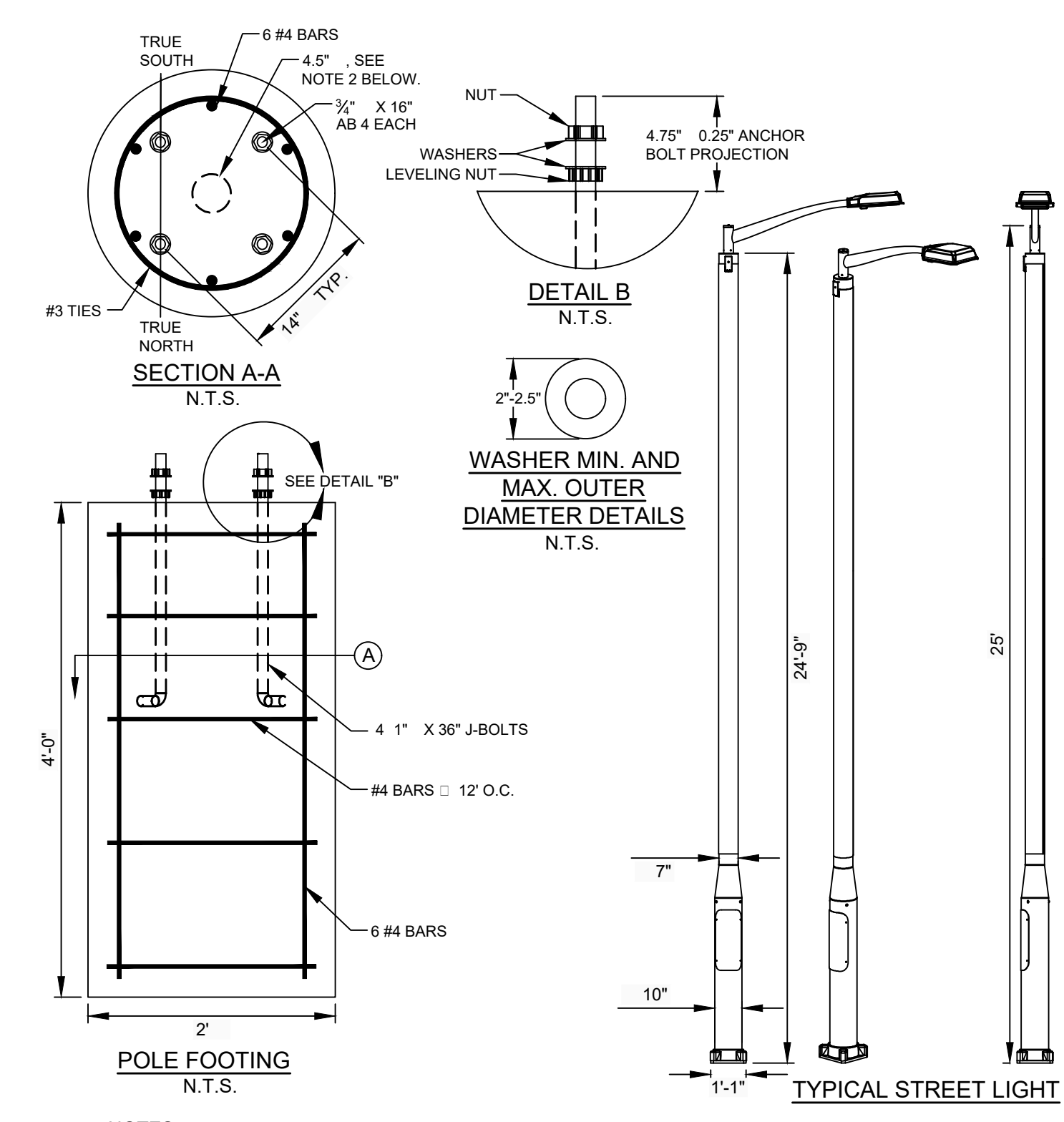
WALL MOUNTED HANDRAIL DETAIL

HANDRAIL DETAIL AT STEPS

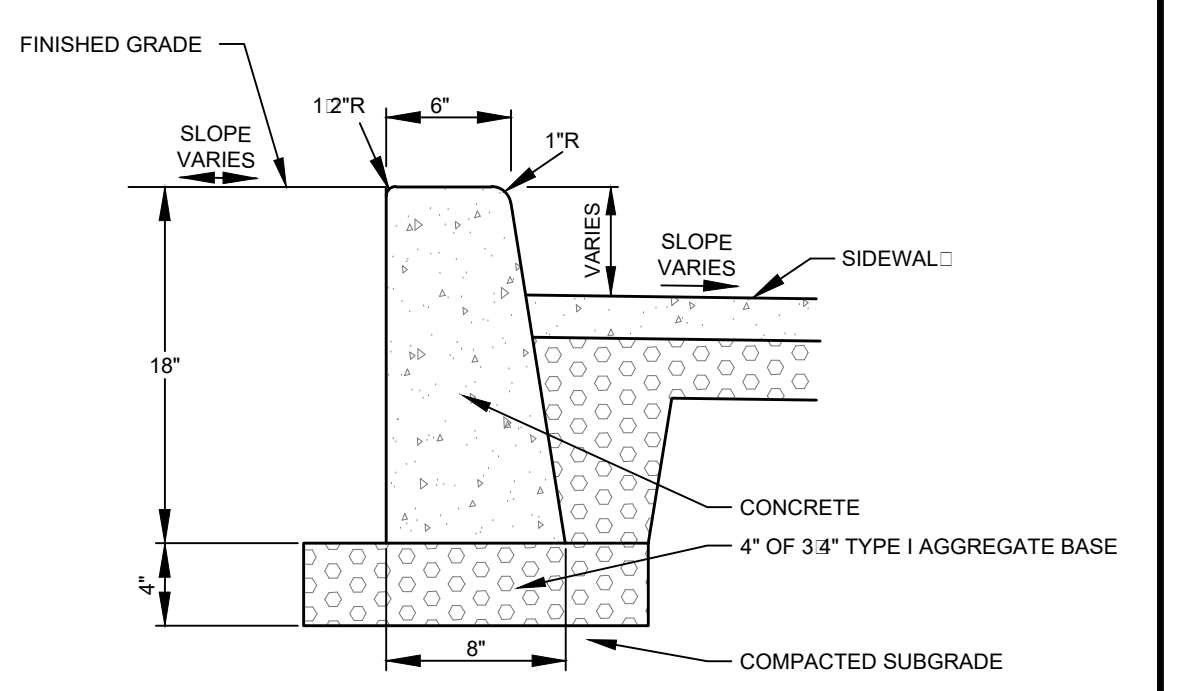


HANDRAIL DETAIL AT RAMP

4
C0.2 TYPICAL HANDRAIL DETAILS
N.T.S.



5
C0.2 TYPICAL STREET LIGHT
N.T.S.

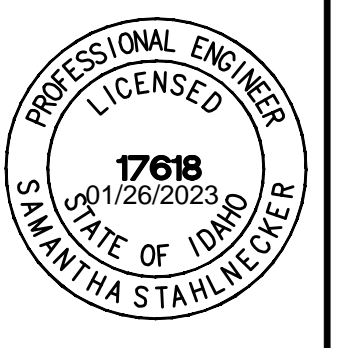


6
C0.2 CONCRETE VERTICAL CURB
N.T.S.

- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
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 - 1 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (ASHTO M 213) AT TERMINAL POINTS OF RADI.
 - CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING 8-FEET W SIDEWALK.

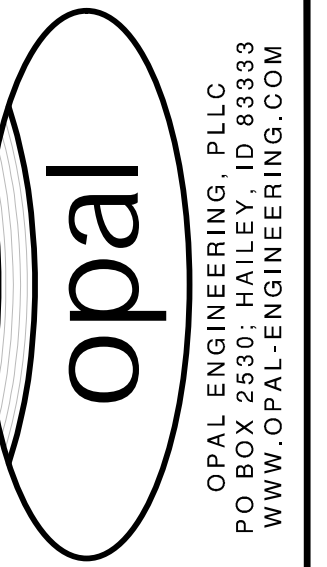
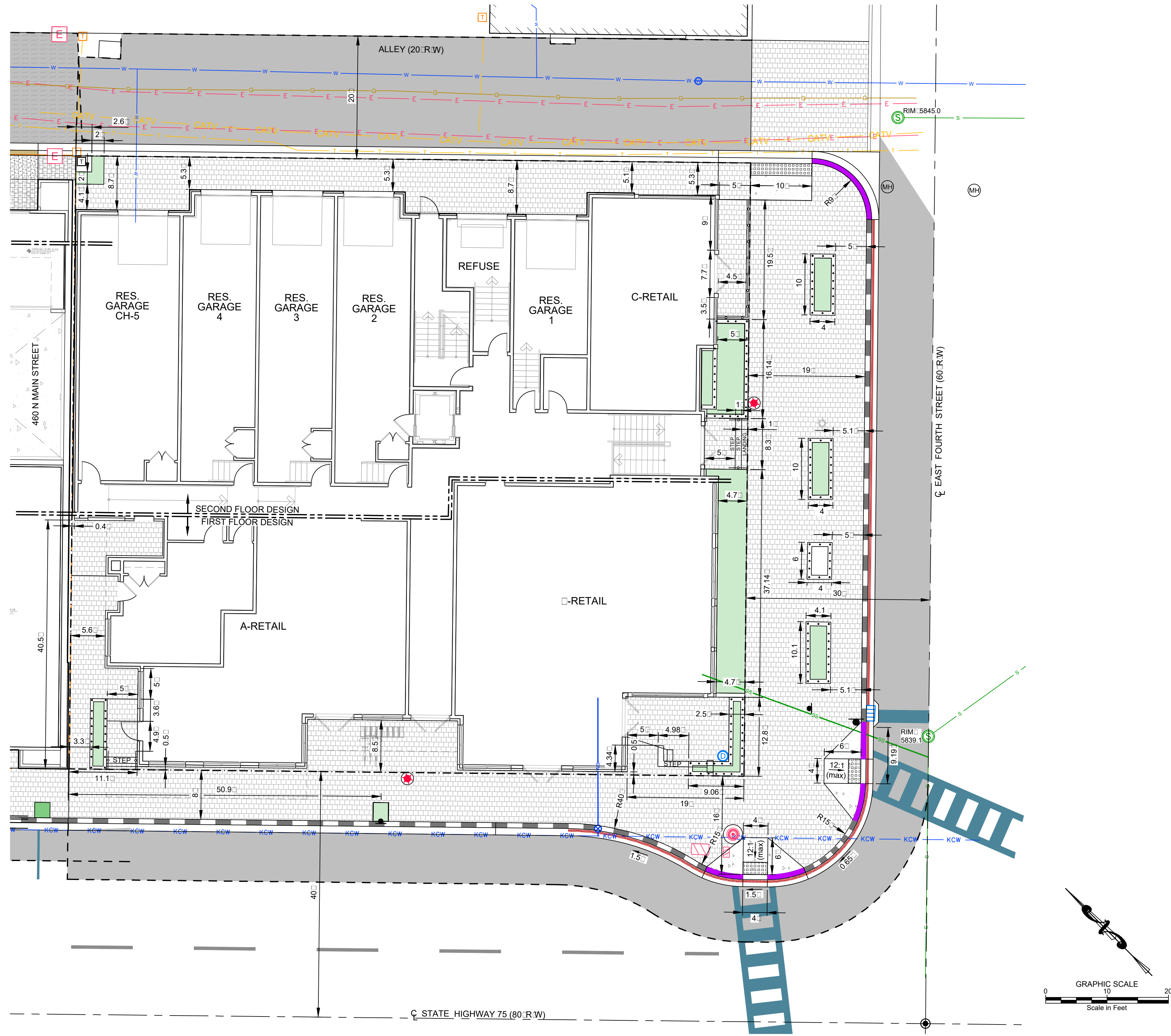
PURPOSE: ISSUE FOR DESIGN REVIEW 01/26/2023

REVISION NO.	DATE	DESCRIPTION



PRELIMINARY NOT FOR CONSTRUCTION

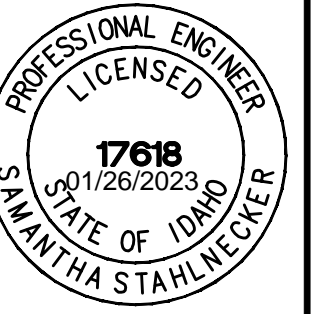
REUSE OF DRAWINGS: These drawings or any portion thereof, shall not be used on any project or in any form without the written consent of Opal Engineering, PLLC.



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PURPOSE: ISSUE FOR DESIGN REVIEW (01/26/2023)

REVISION NO.	DATE	DESCRIPTION



**PRELIMINARY
NOT FOR
CONSTRUCTION**

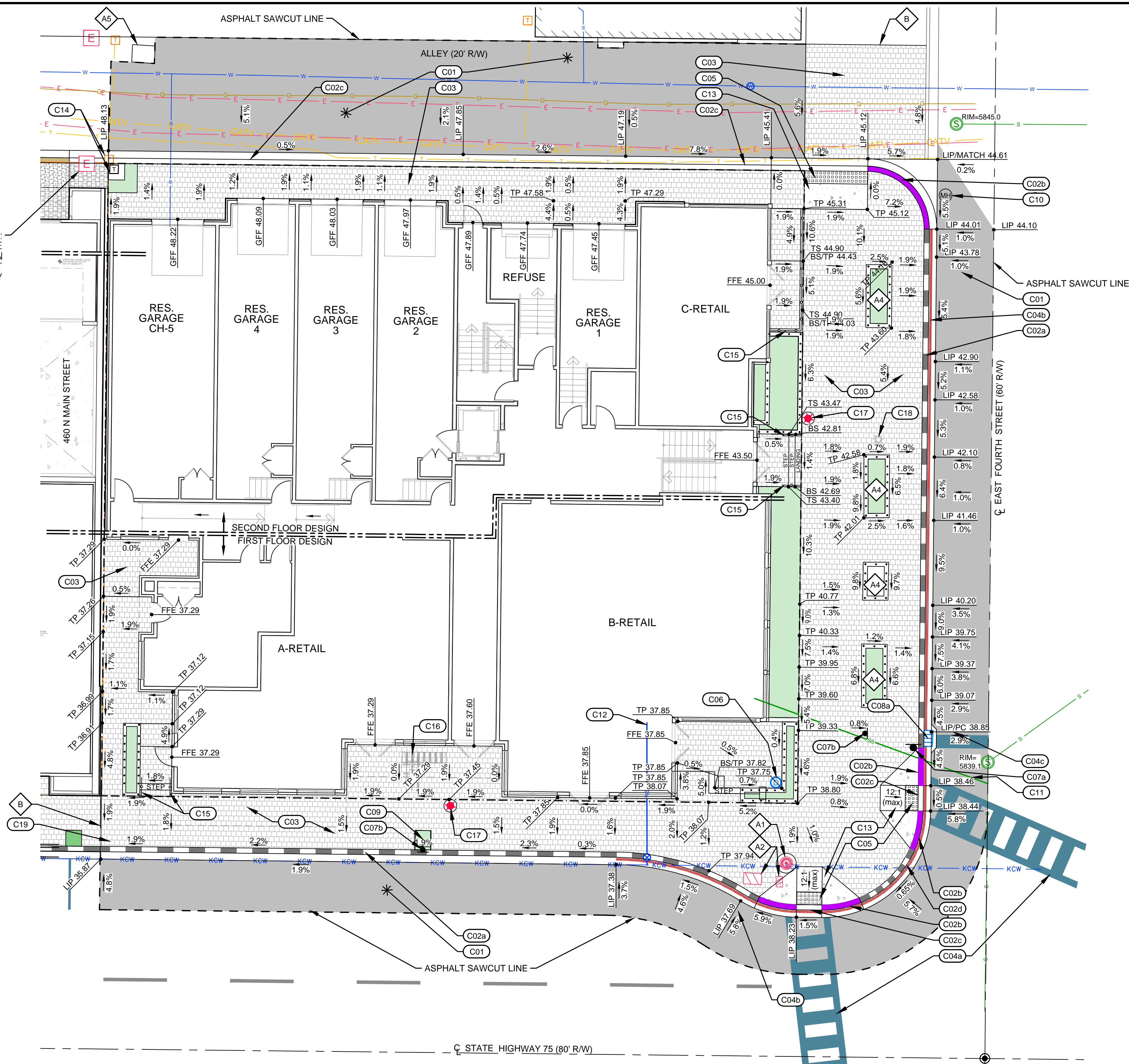
SITE GEOMETRY PLAN

4TH AND MAIN STREET MIXED USE DEVELOPMENT
 PREPARED FOR SOLSTICE DEVELOPMENT

22025
PROJECT NUMBER

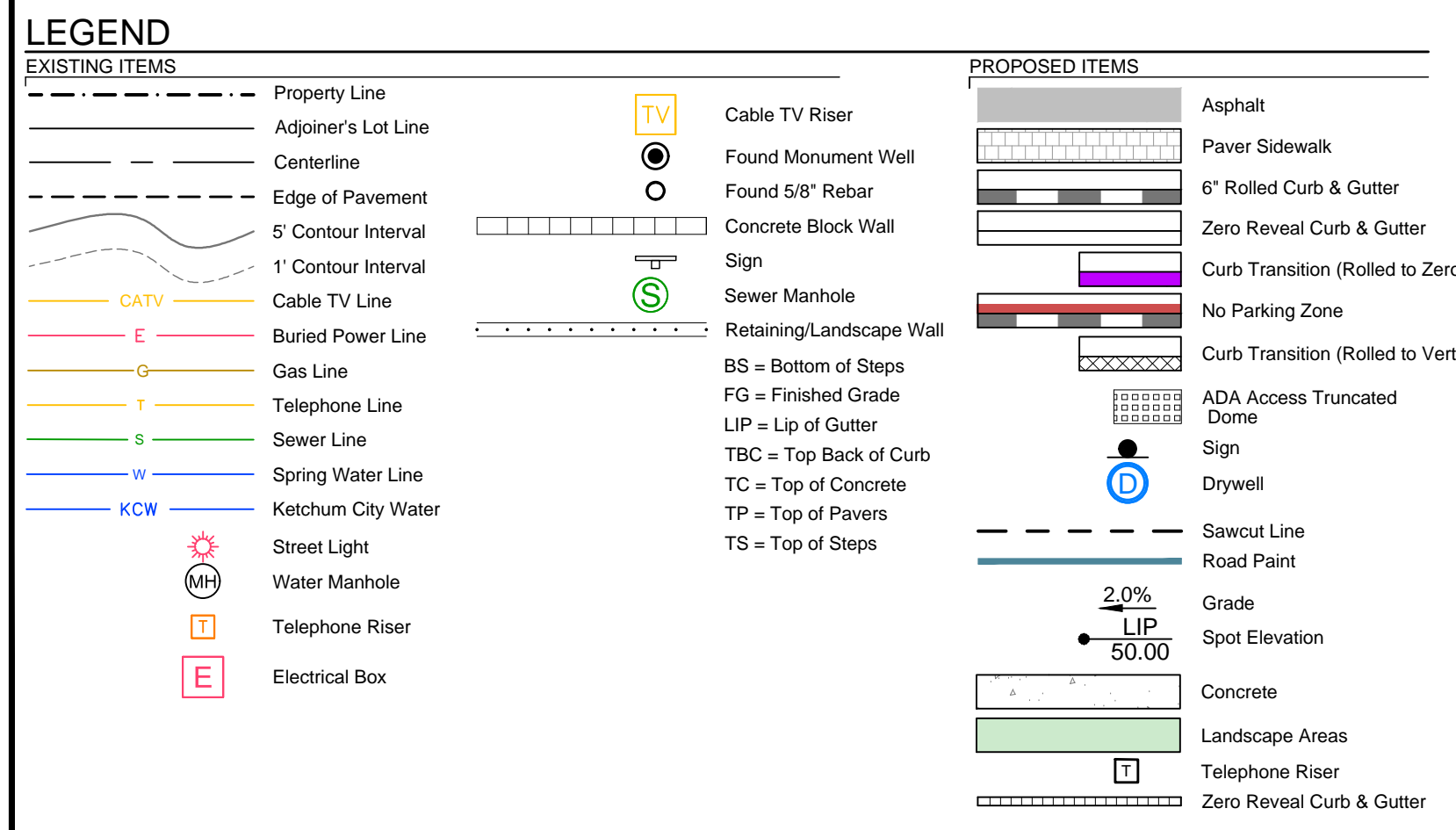
C0.9

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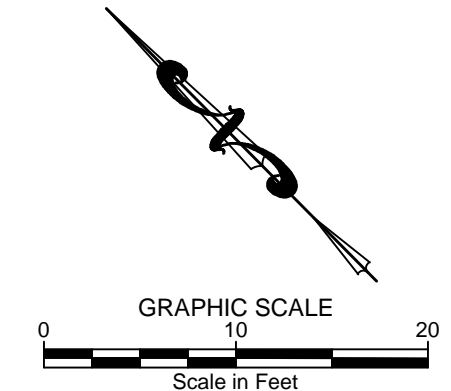


REMOVE EXISTING TRANSFORMER. PROPOSED TRANSFORMER TO BE SHARED WITH 460 N MAIN PROJECT. STRUCTURE LOCATED AT THE NORTH END OF ALLEY

- ### CONSTRUCTION KEY NOTES
- C01 CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL 1 / C0.1.
 - C02 CONSTRUCT CONCRETE CURB AND GUTTER
 - a. 6" ROLLED C&G PER DETAIL 3 / C0.1.
 - b. CURB TRANSITION PER DETAIL 4 / C0.1.
 - c. ZERO REVEAL CURB AND GUTTER PER DETAIL 4 / C0.1.
 - d. 3" ROLLED C&G PER ISPPWC SD-702.
 - C03 CONSTRUCT HEATED PAVER SIDEWALK, WIDTH AS SHOWN HEREON. SEE DETAIL 2 / C0.1.
 - C04 INSTALL ROAD STRIPING / PAINT
 - a. WHITE CROSSWALK STRIPING. MATCH CITY PATTERNS.
 - b. RED "NO PARKING" STRIPING ON CURB. MATCH CITY PATTERNS.
 - c. WHITE STOP BAR STRIPING (24" WIDE).
 - C05 INSTALL CITY OF KETCHUM APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING INSERT. SEE DETAIL 5 / C0.1.
 - C06 CONSTRUCT DRYWELL. CONNECT TO ROOF AND FOUNDATION DRAIN SYSTEMS. SEE DETAIL 1 / C0.2. RIM = 5837.70
 - C07 SIGNS:
 - a. INSTALL STOP / STREET SIGN. USE PREVIOUSLY REMOVED SIGN. COORDINATE FINAL LOCATION WITH CITY OF KETCHUM. SEE DETAIL 6 / C0.1 FOR SIGN BASE DETAIL.
 - b. INSTALL REGULATORY SIGN. COORDINATE TYPE AND FINAL LOCATION WITH CITY OF KETCHUM. SEE DETAIL 6 / C0.1 FOR SIGN BASE DETAIL.
 - C08 RESET UTILITY BOX LID/GRATE ELEVATION.
 - a. CATCH BASIN GRATE ORIGINAL RIM = 5838.62 NEW RIM = 5838.61
 - C09 INSTALL STREET TREE. SEE DETAIL 3 / C0.2.
 - C10 DISCONNECT EXISTING PAVER HYDRONIC HEATING SYSTEM. CAP EXISTING TUBES FOR FUTURE CITY USE. COORDINATE WORK WITH CITY.
 - C11 INSTALL 6" PVC SEWER SERVICE.
 - C12 INSTALL 6" PVC WATER SERVICE.
 - C13 CONSTRUCT CONCRETE SIDEWALK, WIDTH AS SHOWN HEREON. SEE DETAIL 2 / C0.2.
 - C14 RELOCATE UTILITIES. CONTRACTOR TO COORDINATE RELOCATION WITH UTILITY COMPANY. INSTALL SCREENING PER LANDSCAPE PLAN.
 - C15 INSTALL ADA COMPLIANT HAND RAIL PAINTED PER ARCHITECTS SPECIFICATIONS. SEE DETAIL 4 / C0.2.
 - C16 INSTALL A SIX (6) SPACE BIKE RACK. SEE LANDSCAPE PLANS FOR DETAILS.
 - C17 INSTALL KETCHUM STANDARD STREET LIGHT: SOLAR (OFF-GRID). SEE DETAIL 5 / C0.2.
 - C18 REMOVE EXISTING STREET LIGHT.
 - C19 REMOVE EXISTING STREET TREE.
 - RETAIN AND PROTECT
 - 1. PEDESTRIAN CROSSING SIGNAL.
 - 2. TRAFFIC CONTROL BOX.
 - 3. TREE.
 - 4. LANDSCAPE WALL / LANDSCAPING / ART PEDESTAL.
 - 5. POWER METER BANK
 - B MATCH EXISTING LINES AND GRADES



- ### NOTES
- ALL SIDEWALK, CURB, AND GUTTER WITHIN RIGHT-OF-WAY ADJACENT PROPERTY TO BE HEATED.
 - SURFACING MATERIAL FOR THE NEW SIDEWALKS ALONG THE PROPERTY WILL BE TITAN CONCRETE MIX AND BELGRADE CATALINA GRANA IN THE VICTORIAN COLOR WILL BE USED AS THE SURFACING MATERIAL FOR PAVEMENT ALONG 4TH STREET.
 - AN ILLUMINATION STUDY AND FINAL PLACEMENT OF THE STREETLIGHTS MUST BE SUBMITTED TO THE CITY FOR FINAL REVIEW AND APPROVAL PRIOR TO INSTALLATION.



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PO BOX 2630 • HALLEY, ID 83333
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PURPOSE: ISSUE FOR DESIGN REVIEW (01/26/2023)	
REVISION NO. DATE DESCRIPTION	

PRELIMINARY NOT FOR CONSTRUCTION

SITE LAYOUT, GRADING, AND DRAINAGE PLAN

4TH AND MAIN STREET MIXED USE DEVELOPMENT

PREPARED FOR SOLISTICE DEVELOPMENT

22025
PROJECT NUMBER

C1.0

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Opal Engineering, PLLC.

A PRELIMINARY PLAT SHOWING SOLSTICE CONDOMINIUMS

LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
WHEREIN THE BUILDING ON LOT 1A, BLOCK 5, CITY OF KETCHUM IS CONDOMINIUMIZED

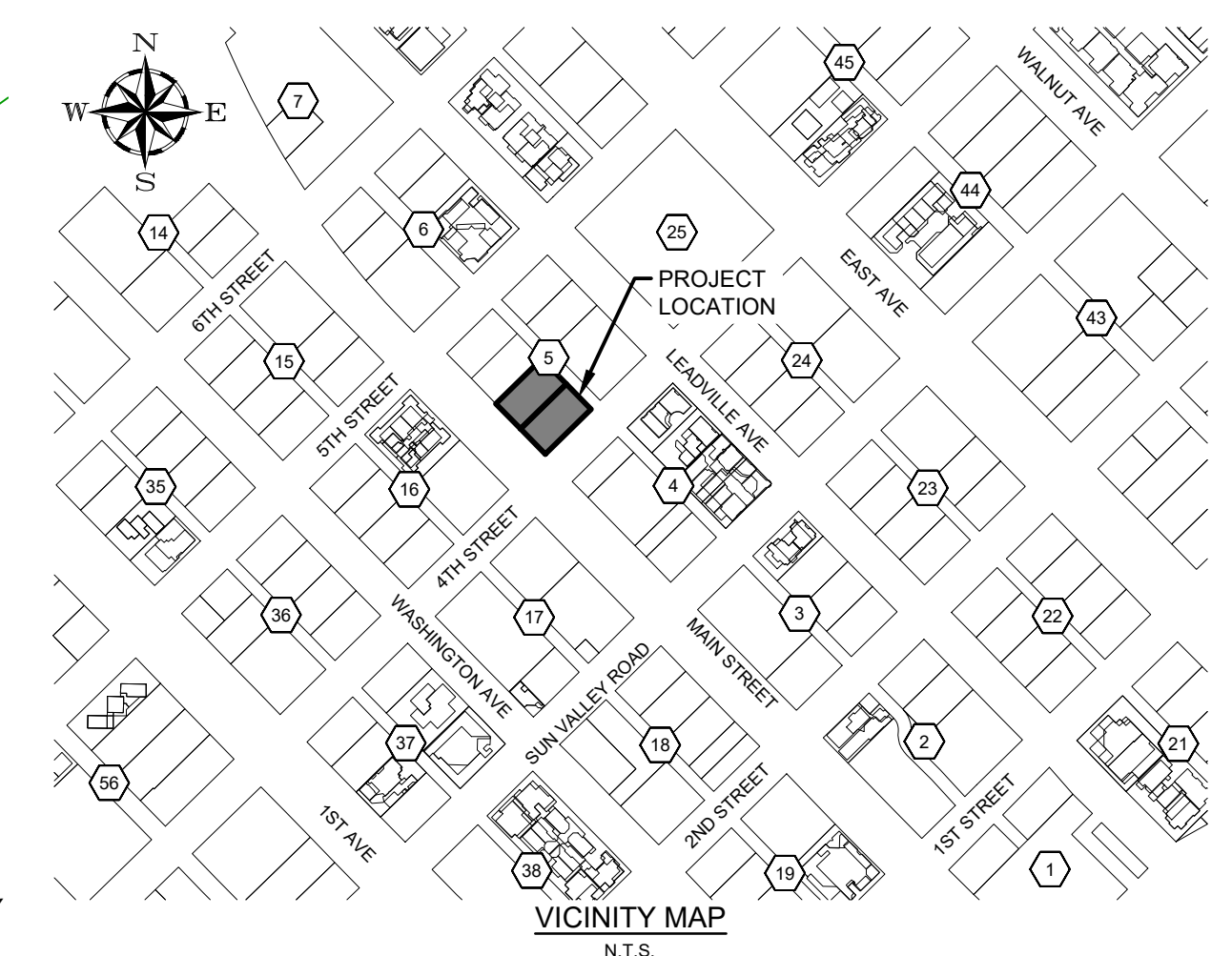
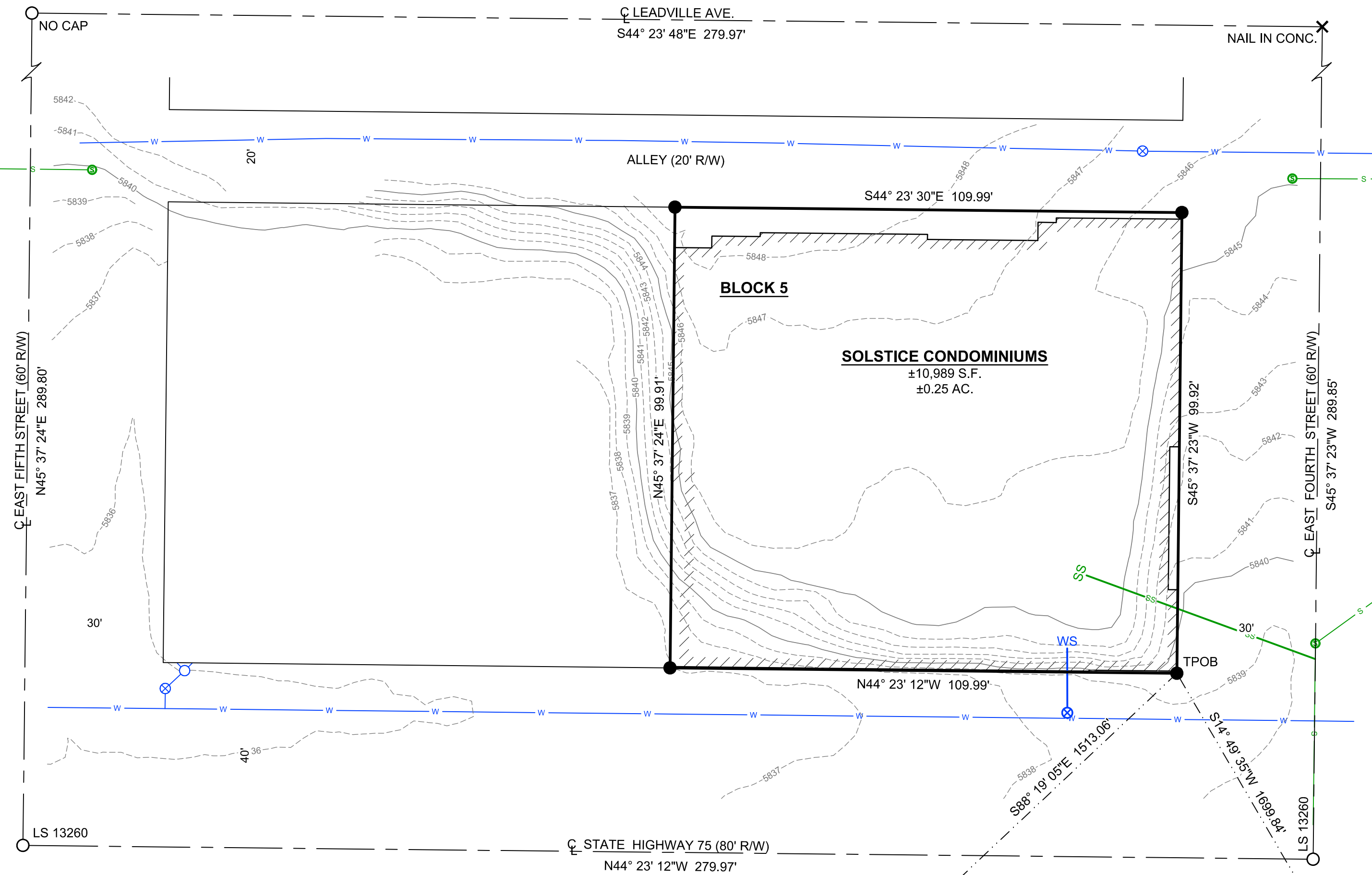
SEPTEMBER 2022

SCALE: 1" = 20'



SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found and set during the boundary retracement of Lot 1A, Block 5, Ketchum Townsite, and to condominiumize said property as shown hereon. The boundary shown is based on found monuments and the plat of Lot 1A, Block 5, Ketchum Townsite, Instrument Number _____, records of Blaine County, Idaho. All found monuments have been accepted. Lot corner monuments were set by block breakdown and proportioning record distances. Vertical Datum is NAVD 1988.
- In interpreting the Declaration, Plat or Plats, and Deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and or deeds, and the actual boundaries of the units in the buildings.
- Dimensions shown hereon will be subject to slight variations, owing to normal construction tolerances.
- Horizontal or sloping planes shown hereon are top of finished sub floor and bottom of finished ceiling; vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
- Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument Number _____, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of common and limited common area.
- Community Housing Unit Deed Covenant for Solstice Condominiums is recorded under Instrument Number _____, records of Blaine County, Idaho.
- All area outside of units that is not designated as limited common is common area. Areas of "common" or "limited common" are shown by diagram.
- Building ties are to the interior corners of unit walls.
- Utility easements necessary to allow for access and maintenance of utilities serving units other than the unit they are located in are hereby granted by this plat.
- The current zoning is Retail Core Subdistrict of the Community Core (CC-1 zone). Refer to the City of Ketchum zoning Ordinance for specific information about this zone.
- The owner of Lots 1-2 is 400 N Main, LLC, PO Box 1390, Southampton, NY 11969 and the owner of Lots 3-4 is Formula Investment, LLC, P.O. Box 775, Ketchum, ID 83340. The surveyor representation is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.



LEGEND

	Property Line		Unit Point of Tie to TPO		Water Service
	Adjoiner's Lot Line		Building		Fire Hydrant
	Centerline		5 Contour Interval		Water Valve
	GIS Tie Line		1 Contour Interval		Common Area
	Unit Tie Line		Sewer Main		Ceiling Elevation
	Found Aluminum Cap		Sewer Service		Elevator (Common Area)
	Found 5/8" Rebar		Sewer Manhole		Finished Floor Elevation
	Nail in Concrete		Water Main		Illegible Cap
	Set 5/8" Rebar				Limited Common Area
					Mechanical Room (Common Area)
					No Cap
					True Point of Beginning

LAIN COUNTY
G.I.S. CONTROL
"K2ND-8TH"
FOUND 5/8" REBAR

LAIN COUNTY
G.I.S. CONTROL
"K1ST-3RD"
FOUND ALUMINUM CAP

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date _____ South Central District Health Dept., EHS



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

SOLSTICE CONDOMINIUMS
GALENA ENGINEERING, INC.
HAILEY, IDAHO

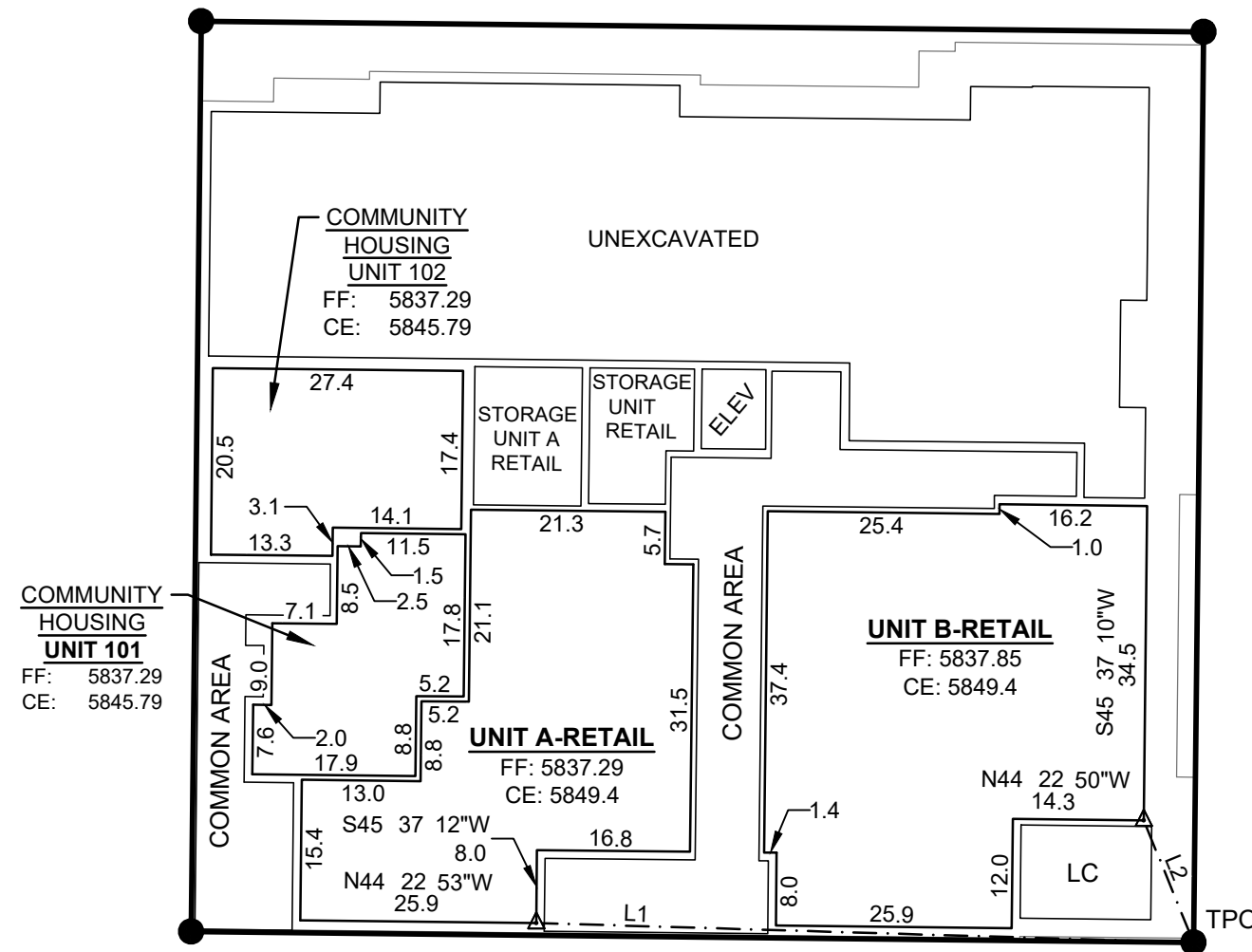
1 OF 3
Job No. 7821

A PRELIMINARY PLAT SHOWING SOLSTICE CONDOMINIUMS

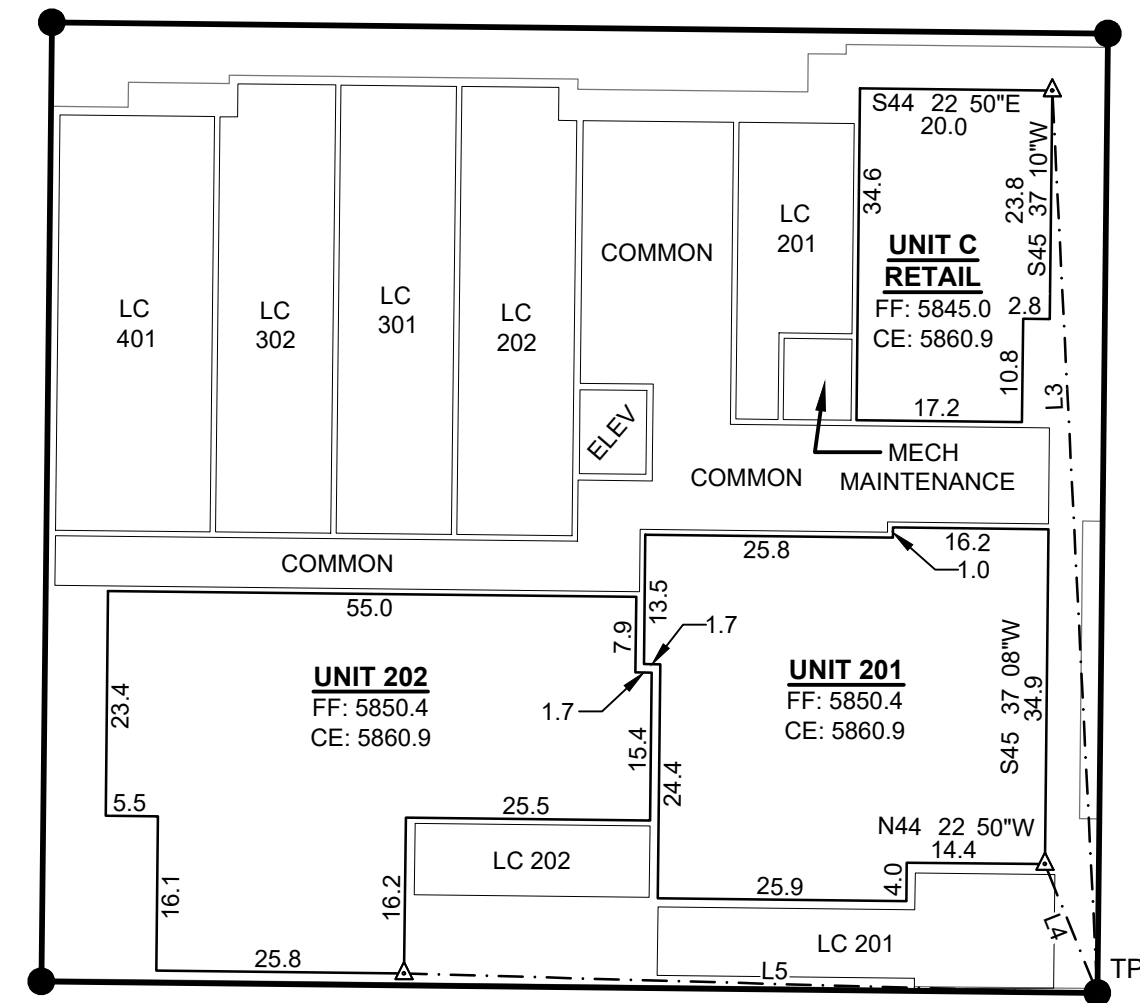
SEPTEMBER 2022



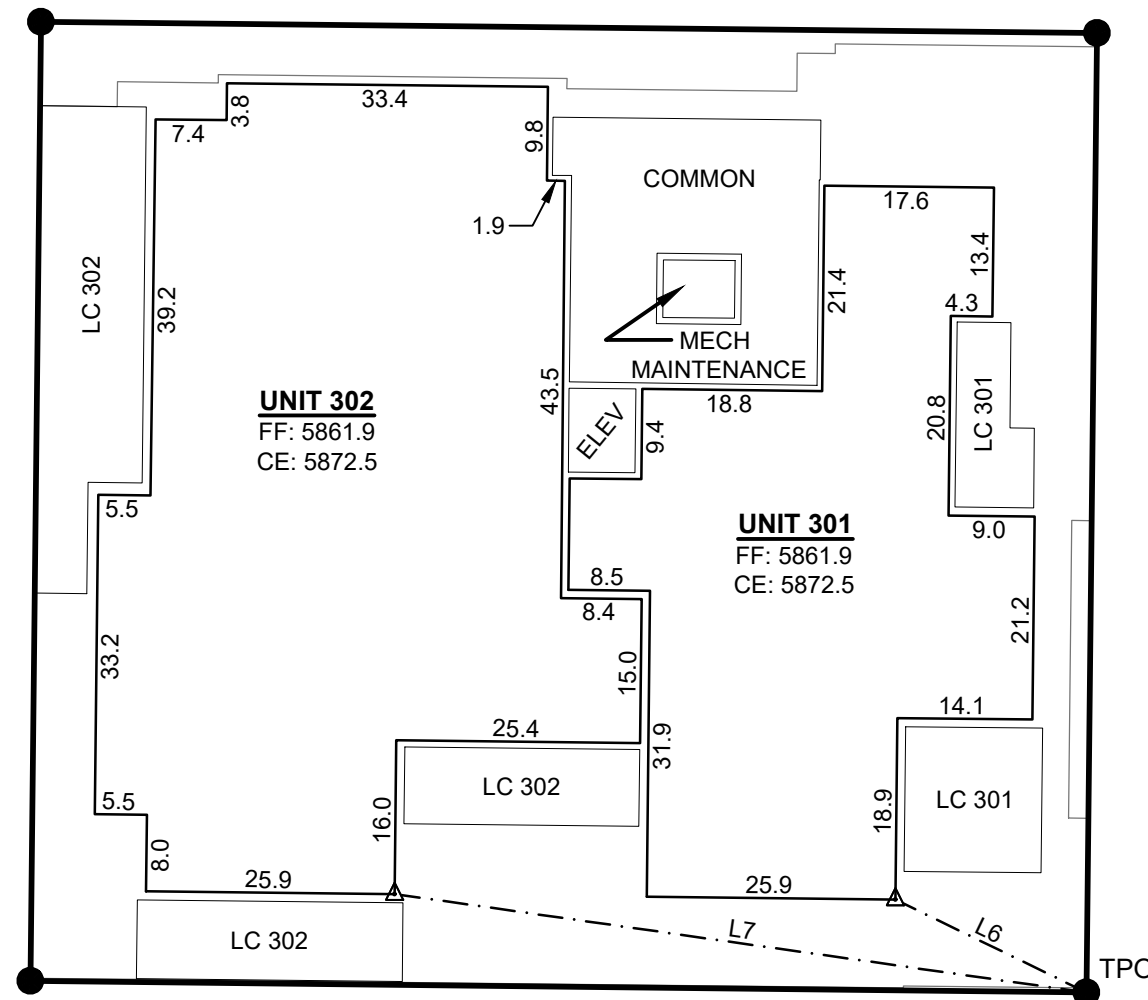
Unit Tie to TPO			
Line #	Unit	Length	Direction
L1	A-RETAIL	72.2	N43 18 18"W
L2	-RETAIL	14.5	N22 45 42"E
L3	C-RETAIL	94.1	N42 07 33"E
L4	201	14.5	N22 46 18"E
L5	202	72.2	N43 23 18"W
L6	301	22.1	N19 05 05"W
L7	302	72.8	N36 54 42"W
L8	401	47.3	N23 57 39"E



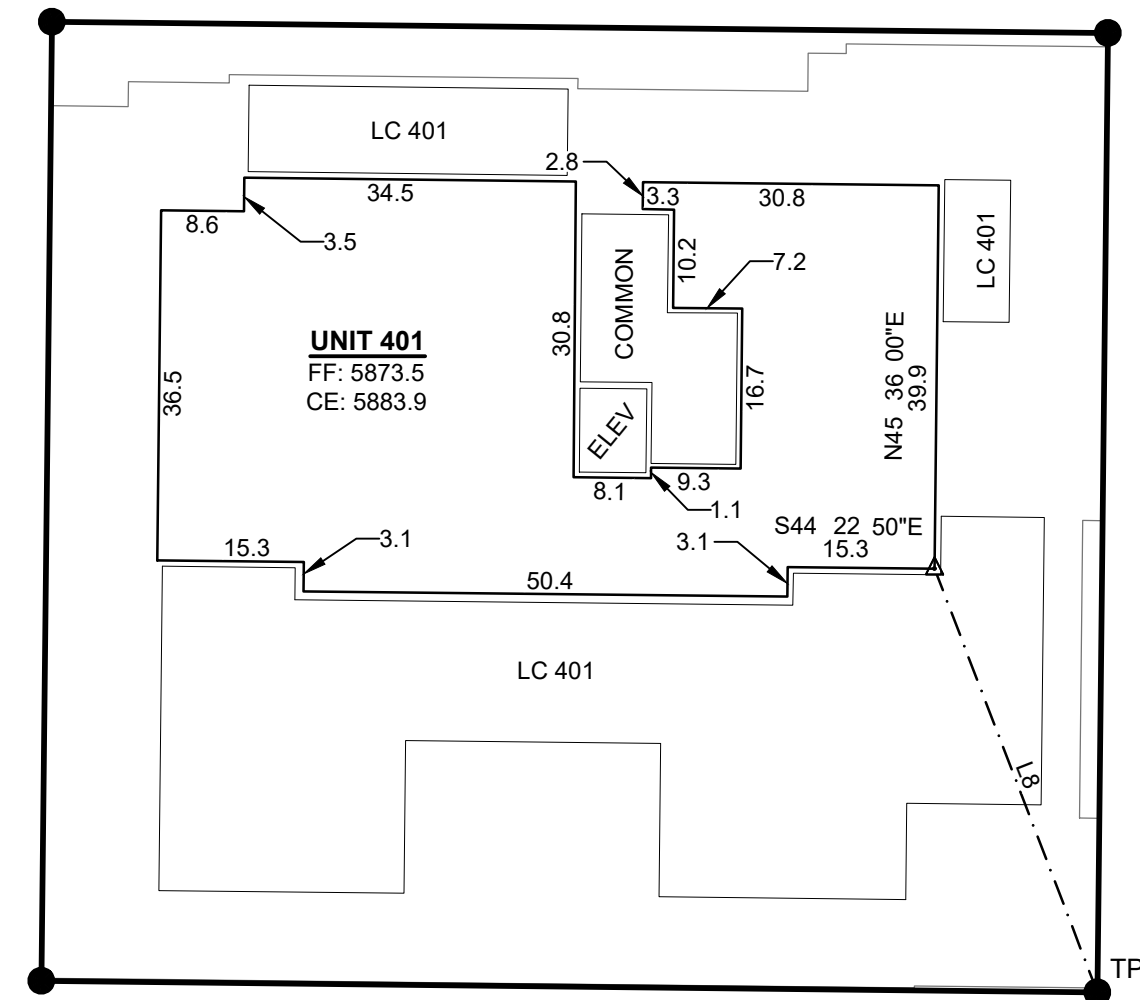
UNITS A-RETAIL AND B-RETAIL (1ST FLOOR)



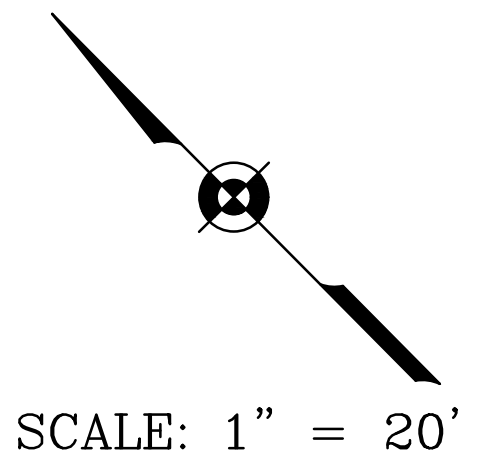
UNITS 201, 202, & C-RETAIL (2ND FLOOR)



UNITS 301 & 302 (3RD FLOOR)



UNIT 401 (4TH FLOOR)



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

SOLSTICE CONDOMINIUMS
GALENA ENGINEERING, INC.
HAILEY, IDAHO

2 OF 3
Jo No. 7821

NOTE: See Sheet 1 for Legend and Notes.

CERTIFICATE OF OWNERSHIP

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

A parcel of land located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lots 1 - 4, Block 5, Ketchum Townsite

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

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

400 N Main, LLC, An Idaho Limited Liability Company

BY: _____, Member

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be a member of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

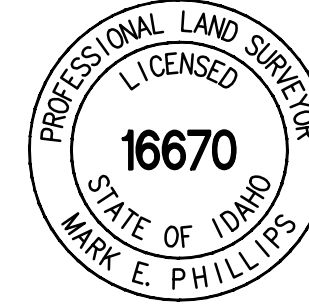
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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

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, Surveys, and Condominiums and the Corner Perpetuation and Filing 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

Sam Young, P.L.S. 11577
Blaine County Surveyor

Date

KETCHUM CITY ENGINEER'S APPROVAL

The foregoing plat was approved by _____, City Engineer for the City of Ketchum on this _____ day of _____, 2020.

City Engineer

KETCHUM CITY COUNCIL'S APPROVAL

I, _____, Planner 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.

By: _____

Date

Certified by City Clerk Robin Crotty

By: _____

Date

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.

Blaine County Treasurer

Date

BLAINE COUNTY RECORDER'S CERTIFICATE

SOLSTICE CONDOMINIUMS
GALENA ENGINEERING, INC.
HAILEY, IDAHO
3 OF 3
Jo No. 7821

MIXED USE DEVELOPMENT

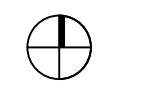
4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

PIH
ARCHITECTS

38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

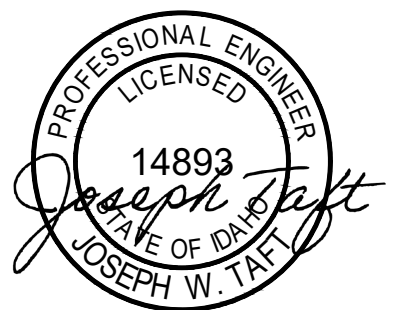
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Seal



Revisions

No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
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3	09-07-2022	PLANNER COMMENTS
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ELECTRICAL FIRST FLOOR SITE PLAN

Date: 10-25-2022 Project No.: 01-0082-2021
Scale: SEE PLAN CAD File Name:
Design: JWW Checked: JWW
Sheet No.:

E101

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ELECTRICAL DEVICE SYMBOL SCHEDULE

SYMBOL	DESCRIPTION
SWITCHES	
	SINGLE POLE SWITCH
	TWO POLE SWITCH
	THREE WAY SWITCH
	FOUR WAY SWITCH
	DIMMER SWITCH (PROVIDE DIMMER COMPATIBLE WITH LIGHT(S) BEING CONTROLLED)
	DIMMER THREE WAY SWITCH (PROVIDE DIMMER COMPATIBLE WITH LIGHT(S) BEING CONTROLLED)
	MASTER OVERRIDE SWITCH
	ELECTRIC TIMER SWITCH
	SWITCH WITH RED PILOT LIGHT IN HANDLE
	MANUAL MOTOR STARTER WITH HEATER ELEMENTS
	SWITCH WITH KEYPED LOCK OPERATION
	SWITCH WITH JANITORIAL KEY LOCK OPERATION
	WALL MOUNTED OCCUPANCY SENSOR SWITCH (DUAL TECHNOLOGY)
	WALL MOUNTED VACANCY SENSOR SWITCH (DUAL TECHNOLOGY)
	CEILING MOUNTED OCCUPANCY SENSOR (DUAL TECHNOLOGY)
	CEILING MOUNTED VACANCY SENSOR (DUAL TECHNOLOGY)
	DAYLIGHT SENSOR (CLOSED LOOP)
	POWER PACK FOR OCCUPANCY / VACANCY / DAYLIGHT SENSOR (MOUNTED IN ACCESSIBLE CEILING)
	PROGRAMMABLE LIGHTING ROOM CONTROLLER (MOUNTED IN ACCESSIBLE CEILING)
	PHOTOCCELL SENSOR
POWER RECEPTACLES & DEVICES	
	SINGLE RECEPTACLE
	DUPLEX RECEPTACLE
	RECEPTACLE MOUNTED ABOVE COUNTER (COORDINATE WITH ARCHITECTURAL DRAWINGS)
	HALF SWITCH RECEPTACLE (LABEL ON FACE PLATE FOR EACH OUTLET)
	DOUBLE DUPLEX RECEPTACLE
	ELECTRIC WATER COOLER GFCI RECEPTACLE (COORDINATE WITH PLUMBING CONTRACTOR)
	GROUND FAULT CURRENT INTERRUPTER DUPLEX RECEPTACLE
	GROUND FAULT CURRENT INTERRUPTER DUPLEX RECEPTACLE IN WEATHER PROOF ENCLOSURE
	ISOLATED GROUND DUPLEX RECEPTACLE
	SPECIAL PURPOSE OUTLET (TYPE SPECIFIED IN CD)
	SPECIAL PURPOSE OUTLET (TYPE SPECIFIED IN CD)
	POWER RECEPTACLE LOCATED IN FLOOR (TYPE SPECIFIED IN CD)
	POWER RECEPTACLE LOCATED IN CEILING
	WALL FURNITURE CONNECTION (USE SEALTIGHT FROM WALL TO FURNITURE)
	FLOOR FURNITURE CONNECTION (USE SEALTIGHT TO FURNITURE, TYPE SPECIFIED IN CD)
	CEILING FURNITURE CONNECTION (POLE PROVIDED BY FURNITURE VENDOR UNO)
TELECOMMUNICATION DEVICES	
	VOICE OUTLET (# INDICATES THE NUMBER OF CAT6 CABLES, MINIMUM OF 1)
	DATA OUTLET (# INDICATES THE NUMBER OF CAT6 CABLES, MINIMUM OF 1)
	VOICE & DATA OUTLET (#/# INDICATES THE NUMBER OF CAT6 CABLES FOR EACH, MINIMUM OF 1/1)
	COAX OUTLET (# INDICATES THE NUMBER OF RG6 CABLES, MINIMUM OF 1)
	SPECIAL OUTLET (TYPE SPECIFIED IN CONSTRUCTION DOCUMENTS)
	TELECOMMUNICATION OUTLET LOCATED IN FLOOR (TYPE SPECIFIED IN CD)
	TELECOMMUNICATION OUTLET LOCATED IN CEILING
	WALL FURNITURE CONNECTION (USE SEALTIGHT FROM WALL TO FURNITURE)
	FLOOR FURNITURE CONNECTION (USE SEALTIGHT TO FURNITURE, TYPE SPECIFIED IN CD)
	CEILING FURNITURE CONNECTION (POLE PROVIDED BY FURNITURE VENDOR UNO)

ELECTRICAL FIRE ALARM SYMBOL SCHEDULE

SYMBOL	DESCRIPTION
PANELS	
	FIRE ALARM CONTROL PANEL
	FIRE ALARM REMOTE DISPLAY
	FIRE ALARM REMOTE TERMINAL
	FIRE ALARM NOTIFICATION POWER SUPPLY
	FIRE ALARM AMPLIFIER POWER SUPPLY
ADDRESSABLE MODULES	
	FIRE ALARM MANUAL PULL STATION
	FIRE ALARM MONITOR MODULE
	FIRE ALARM RELAY MODULE
	FIRE ALARM CONTROL POINT MODULE
	FIRE ALARM CONVENTIONAL ZONE MODULE
	FIRE ALARM LINE ISOLATION MODULE
	FIRE ALARM SMOKE DETECTOR
	FIRE ALARM HEAT DETECTOR
	FIRE ALARM DUCT DETECTOR
NOTIFICATION DEVICES	
	FIRE ALARM BELL
	FIRE ALARM HORN
	FIRE ALARM STROBE
	FIRE ALARM HORN STROBE
FIRE SPRINKLER DEVICES (F.&I.B.O.)	
	FIRE SPRINKLER FLOW SWITCH
	FIRE SPRINKLER TAMPER SWITCH
	FIRE SPRINKLER PRESSURE SWITCH

ELECTRICAL ANNOTATION SYMBOL SCHEDULE

SYMBOL	DESCRIPTION
RACEWAY AND CONDUCTORS	
	ONE CIRCUIT, 2#12 THWN (CU), 1#12 THWN (CU) GND
	TWO CIRCUITS (SHARED NEUTRAL), 3#12 THWN (CU), 1#12 THWN (CU) GND
	THREE CIRCUITS (SHARED NEUTRAL), 4#12 THWN (CU), 1#12 THWN (CU) GND
	THREE CIRCUITS (SHARED NEUTRAL), 4#10 THWN (CU), 1#10 THWN (CU) GND
	ONE CIRCUIT, 2#12 THWN (CU), 1#12 THWN (CU) GROUND, 1#12 THWN (CU) ISO GND
	TWO CIRCUITS (DEDICATE NEUTRALS), 4#12 THWN (CU), 1#12 THWN (CU) GND
	THREE CIRCUITS (DEDICATE NEUTRALS), 6#12 THWN (CU), 1#12 THWN (CU) GND
	ELECTRICAL JUNCTION BOX (SIZE PER NFPA 70)
	RACEWAY AND/OR CONDUCTORS CONCEALED BELOW FLOOR OR BELOW FINISHED GRADE
	FLEXIBLE CONDUIT, STEEL OR SEALTIGHT
ABBREVIATIONS	
F.B.O.	FURNISHED BY OTHERS
F.&I.B.O.	FURNISHED & INSTALLED BY OTHERS
F.V.M.H.	FIELD VERIFY MOUNTING HEIGHT
A/R	AS REQUIRED
N/A	NOT APPLICABLE OR NOT AVAILABLE
W	MOUNT 48" FROM THE FINISHED FLOOR TO THE CENTER OF DEVICE
C	MOUNT COUNTER HEIGHT (FIELD VERIFY MOUNTING HEIGHT)
CD	CONSTRUCTION DOCUMENT(S)
CU	COPPER
AL	ALUMINUM
WP	WEATHERPROOF
NL	NIGHTLIGHT
E	EMERGENCY
ISO	ISOLATED
GND	GROUND
UNO	UNLESS NOTED OTHERWISE
(D)	TO BE REMOVED OR DEMOLISHED
(E)	TO REMAIN OR EXISTING
(M)	TO BE MOVED OR RELOCATED
(N)	NEW
(V)	TO BE PROVIDED BY VENDOR
(O)	TO BE PROVIDED BY OWNER

ELECTRICAL LIGHTING SYMBOL SCHEDULE

SYMBOL	DESCRIPTION
LUMINAIRES (SEE LIGHT FIXTURE SCHEDULE FOR ADDITIONAL DETAILS)	
	LUMINAIRES (APPROXIMATE SHAPE AND SIZE FOR CLARITY)
	STRIP, NEON AND FIBER OPTIC LUMINAIRES
	EXIT SIGN (NUMBER OF FACES (SHADES) AND ARROWS) AS SHOWN
	EMERGENCY LIGHT WITH BATTERY PACK
LUMINAIRE MOUNTING	
	RECESSED LUMINAIRES
	SUSPENDED LUMINAIRES
	WALL MOUNTED LUMINAIRES
	POLE TOP MOUNTED LUMINAIRES (ROUND OR SQUARE POLE)
	POLE WITH ARM MOUNTED LUMINAIRES (ROUND OR SQUARE POLE)
	GROUND OR FLOOR MOUNTED LUMINAIRES
	TRACK MOUNTED (LENGTH DRAWN TO SCALE, LUMINAIRE TYPES AND QUANTITIES AS SHOWN)
LUMINAIRE OPTIC ORIENTATION	
	HORIZONTAL ZERO LINE
	PRIMARY LUMINAIRE ORIENTATION
	DIRECTIONAL AIMING LINE (FROM PHOTOMETRIC CENTER TO TARGET)
LUMINAIRE ANNOTATION	
	LUMINAIRES THAT PROVIDE EMERGENCY ILLUMINATION
	LUMINAIRES THAT PROVIDE EMERGENCY ILLUMINATION
	LUMINAIRES THAT PROVIDE NIGHT LIGHT ILLUMINATION
	MOUNTING HEIGHT
	LUMINAIRE TAG (# INDICATES THE NUMBER OF LUMINAIRES IN THE AREA, ESTIMATE ONLY)
	LOWER CASE SUBSCRIPT INDICATES SWITCH IDENTIFICATION
	UPPER CASE SUBSCRIPT INDICATES CIRCUIT IDENTIFICATION

ELECTRICAL MOTOR AND EQUIPMENT HOOK-UP SYMBOL SCHEDULE

SYMBOL	DESCRIPTION
MOTOR AND EQUIPMENT HOOK-UP	
	ELECTRIC MOTOR HOOK-UP (FURNISHED AND INSTALLED BY OTHERS UNLESS NOTED OTHERWISE)
	ELECTRIC EQUIPMENT HOOK-UP (JUNCTION BOX WITH FLEXIBLE CONDUIT, STEEL OR SEALTIGHT)
	DISCONNECT SWITCH (NON-FUSIBLE) (AF = FRAME SIZE)
	DISCONNECT SWITCH (FUSIBLE) (AF = FRAME SIZE, AT = TRIP SETTING)
	DISCONNECT SWITCH (CIRCUIT BREAKER) (AF = FRAME SIZE, AT = TRIP SETTING)
	MAGNETIC STARTER (STYLE = FVNR, FVR, AFD, ETC)
	COMBINATION STARTER
	CONTACTOR - SELF-ENCLOSED

ELECTRICAL GENERAL NOTES

- ALL WORK SHALL COMPLY WITH ALL LOCALLY ADOPTED BUILDING CODES AND REQUIREMENTS OF THE AUTHORITIES HAVING JURISDICTION.
- THE CONTRACTOR SHALL REVIEW ALL CONTRACT DOCUMENTS, SHOP DRAWINGS, SUBMITTALS, ETC. PRIOR TO ROUGH-IN AND SHALL IMMEDIATELY NOTIFY THE OWNER, ARCHITECT AND ENGINEER OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL BE EXPERIENCED IN THE TYPE OF CONSTRUCTION AND WITH THE MATERIALS AND SYSTEMS SPECIFIED.
- THE CONTRACTOR SHALL BE FAMILIAR WITH THE EXISTING SITE CONDITIONS.
- ALL ALTERNATES MUST BE APPROVED BY ENGINEER PRIOR TO BID DATE INCLUDING ANY EQUIPMENT THAT HAS BEEN NOTED WITH A "OR EQUIVALENT" STATEMENT. PROPOSED ALTERNATES MUST BE SUBMITTED TO ENGINEER AT LEAST ONE WEEK PRIOR TO BID DATE TO BE CONSIDERED.
- THE CONTRACTOR SHALL COORDINATE ALL UTILITIES PRIOR TO ROUGH-IN AND SHALL IMMEDIATELY NOTIFY THE OWNER, ARCHITECT AND ENGINEER OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL PROVIDE ALL UTILITY VAULTS & PADS AS REQUIRED BY THE UTILITY COMPANY UNLESS NOTED OTHERWISE.
- ALL MV SWITCHGEAR, SECTIONALIZING CABINETS AND MV TO LV STEP DOWN TRANSFORMERS SHALL BE PROVIDED AND INSTALLED BY THE UTILITY COMPANY UNLESS NOTED OTHERWISE.
- ALL MV CABLE SHALL BE PROVIDED AND INSTALLED BY THE UTILITY COMPANY UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL VERIFY ALL EQUIPMENT DIMENSIONS AND LOCATIONS PRIOR TO ROUGH-IN AND SHALL IMMEDIATELY NOTIFY THE OWNER, ARCHITECT AND ENGINEER OF ANY DISCREPANCIES. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL FOR ALL ELECTRICAL, TELECOMMUNICATION AND OTHER ROOMS AS NOTED, SHOWING THE LAYOUT OF THE ELECTRICAL, TELECOMMUNICATION AND/OR SYSTEMS EQUIPMENT USING ACTUAL EQUIPMENT DIMENSIONS AND REQUIRED CLEARANCES FOR PROPER OPERATION AND MAINTENANCE OF THE EQUIPMENT.
- THE CONTRACTOR SHALL USE COPPER CONDUCTORS UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL USE A PVC SCHEDULE 40 CONDUIT RACEWAY SYSTEM WITH RIDGED STEEL ELBOWS FOR ALL UNDERGROUND RACEWAY. LARGE RADIUS ELBOWS WILL BE REQUIRED ON ALL CONDUITS 1" AND LARGER. LARGE RADIUS FIBERGLASS ELBOWS ARE ACCEPTABLE ON UTILITY UNDERGROUND CONDUITS WHERE APPROVED BY THE LOCAL UTILITY. THE CONTRACTOR SHALL USE A MINIMUM OF 1" CONDUIT FOR ALL UNDERGROUND RACEWAY EXTENDING BEYOND THE ENVELOP OF THE BUILDING UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL USE A EMT CONDUIT RACEWAY SYSTEM IN ALL INTERIOR EXPOSED AREAS AND ON THE HOME RUNS IN CONCEALED AREAS. THE CONTRACTOR SHALL USE A MINIMUM SIZE OF 0.75" CONDUIT UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL BE PERMITTED TO USE MC CABLE AFTER THE FIRST BOX IN CONCEALED AREAS. ALSO IN EXPOSED AREAS THE CONTRACTOR SHALL BE PERMITTED TO USE MC CABLE FOR LIGHT FIXTURE WHIPS WHERE THE MC CABLE DOES NOT EXCEED 6'-0", UNLESS NOTED OTHERWISE.
- IN WAREHOUSE AREAS THE CONTRACTOR CAN USE MC CABLE ABOVE 15'-0" UNLESS NOTED OTHERWISE. RUNS MUST BE MADE SQUARE TO THE BUILDING AND INSTALLED IN A NEAT AND WORKMAN LIKE MANNER.
- THE CONTRACTOR SHALL BE PERMITTED TO USE LIQUIDTIGHT FLEXIBLE METAL CONDUIT IN EXPOSED AREAS FOR FURNITURE OR MOTOR HOOK-UP WHERE THE LIQUIDTIGHT FLEXIBLE METAL CONDUIT DOES NOT EXCEED 6'-0" UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL BE PERMITTED TO USE FLEXIBLE METAL CONDUIT IN EXPOSED AREAS FOR MOTOR AND TRANSFORMER HOOK-UP WHERE THE FLEXIBLE METAL CONDUIT DOES NOT EXCEED 6'-0" UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL SEAL ALL RACEWAY PENETRATIONS OF THE BUILDING EXTERIOR WITH AN APPROVED METHOD FOR THE TYPE OF MATERIAL BEING PENETRATED AND MAINTAIN THE FIRE RATING.
- THE CONTRACTOR SHALL MAINTAIN ALL FLOOR, WALL AND CEILING FIRE RATINGS. BOXES, RACEWAY, DEVICES, LIGHT FIXTURES, ETC. THAT PENETRATE FIRE RATED FLOORS, WALLS AND CEILING SHALL BE SEALED WITH AN APPROVED LISTED MATERIAL TO MAINTAIN THE FIRE RATING OF THE FLOORS, WALLS AND CEILING.
- THE CONTRACTOR SHALL USE THE FOLLOWING COLOR CODING SCHEME FOR ALL CONDUCTORS:
AC SYSTEM PHASE A PHASE B PHASE C NEUTRAL GROUND**
480/277V, 3# 4W BROWN ORANGE YELLOW GRAY GREEN
480V, 3# BROWN ORANGE YELLOW N/A GREEN
240V, 3# 3W BLACK RED BLUE N/A GREEN
240/120V, 1# 3W BLACK RED N/A WHITE GREEN
240/120V, 3# 4W BLACK ORANGE* BLUE WHITE GREEN
208/120V, 3# 4W BLACK RED BLUE WHITE GREEN
**PHASE B SHALL BE WIRED AS THE HIGH-LEG.
***ALL ISOLATED GROUND CONDUCTORS SHALL BE GREEN WITH A YELLOW STRIPE.
- THE CONTRACTOR SHALL VERIFY ALL VOLTAGE DROP CALCULATIONS BASED ON THE ACTUAL ROUTE OF THE CONDUCTOR(S) AND IF NEEDED FURNISH AND INSTALL LARGER WIRE TO MEET THE FOLLOWING REQUIREMENTS. MAXIMUM VOLTAGE DROP ALLOWANCE ON FEEDERS IS 2%, MAXIMUM VOLTAGE DROP ON BRANCH CIRCUITS IS 3%. IF APPROVED BY THE ENGINEER A COMBINED VOLTAGE DROP OF 5% FOR THE FEEDER AND BRANCH CIRCUIT CAN BE USED.
- THE CONTRACTOR SHALL PROVIDE SEDGWICK BRACING FOR ALL ELECTRICAL EQUIPMENT, RACEWAYS, CABLE TRAYS, BUSDUCTS, LIGHT FIXTURES, ETC. PER THE REQUIREMENTS OF THE BUILDING CODE. AT A MINIMUM, LIGHT FIXTURES SHALL BE SUPPORTED WITH AT LEAST TWO (2) #12 AWG STEEL WIRE FROM OPPOSITE CORNERS OF THE LIGHT FIXTURE AND ALL ELECTRICAL DISTRIBUTION EQUIPMENT MUST BE SECURED PER THE MANUFACTURERS RECOMMENDATIONS.
- THE CONTRACTOR SHALL LABEL ALL ELECTRICAL DISTRIBUTION EQUIPMENT INCLUDING BUT NOT LIMITED TO SWITCHGEAR, SWITCHBOARDS, PANELBOARDS, TRANSFORMERS, SAFETY SWITCHES, AUTOMATIC TRANSFER SWITCHES (ATS), MANUAL TRANSFER SWITCHES (MTS), UNINTERRUPTIBLE POWER SUPPLY (UPS), ETC. BY A MEANS THAT IS SUITABLE FOR THE ENVIRONMENT. HAND WRITTEN LABELS ARE NOT ACCEPTABLE.
- THE CONTRACTOR SHALL LABEL ALL DEVICES INCLUDING BUT NOT LIMITED TO SWITCHES, OUTLETS, FLOOR BOXES, FURNITURE CONNECTIONS, ETC. WITH THE NAMES OF THE SUPPLYING CIRCUIT(S) ON THE FACE OF THE DEVICE BY A MEANS THAT IS SUITABLE FOR THE ENVIRONMENT. HAND WRITTEN LABELS ARE NOT ACCEPTABLE.
- THE CONTRACTOR SHALL LABEL ALL JUNCTION BOXES WITH THE NAME OF THE CIRCUIT(S) BY A MEANS THAT IS SUITABLE FOR THE ENVIRONMENT. IF HAND WRITTEN LABELS ARE USED ALL HAND WRITING MUST BE LEGIBLE OTHERWISE HAND WRITTEN LABELS ARE NOT ACCEPTABLE.
- THE CONTRACTOR SHALL PROVIDE A CLEAN WORK AREA THROUGHOUT CONSTRUCTION, REMOVING ALL PACKAGING AND WASTE DUE TO THE INSTALLATION. THE CONTRACTOR SHALL ALSO CLEAN ALL ELECTRICAL EQUIPMENT (INTERNALLY AND EXTERNALLY), LIGHT FIXTURES, DEVICES, ETC. PRIOR TO SUBSTANTIAL COMPLETION.
- THE CONTRACTOR SHALL PROVIDE TO THE ENGINEER COMPLETE RECORD OF ALL FIELD CHANGES NOT DOCUMENTED BY RF, ADDENDUM, ETC. TO BE INCLUDED IN THE OWNERS RECORD DOCUMENTS.

DIGLINE, INC

- THE CONTRACTOR SHALL CONTACT ALL INVOLVED PROPERTY OWNERS, UTILITIES AND OTHER CONTRACTORS INVOLVED WITH THE SITE BEFORE DIGGING AND SHALL OBEY STATE "CALL BEFORE YOU DIG" LAWS.
- REGULAR NOTICE:
THE EXCAVATOR MUST CALL DIGLINE AT LEAST TWO (2) BUSINESS DAYS AND NOT MORE THAN FOURTEEN (14) CALENDAR DAYS PRIOR TO DOING ANY EXCAVATION WORK. THE REQUEST IS VALID FOR FOURTEEN (14) CALENDAR DAYS.
- UPDATE NOTICE:
IF EXCAVATION ACTIVITY WILL CONTINUE BEYOND THE FOURTEEN (14) DAY PRIOR THE EXCAVATOR SHALL UPDATE THE REQUEST AT LEAST TWO (2) BUSINESS DAYS BUT NO SOONER THAN SIX (6) CALENDAR DAYS BEFORE THE ORIGINAL REQUEST'S EXPIRATION DATE. THE EXCAVATOR SHALL CONTINUE TO GIVE NOTICE IN LIKE MANNER FOR EACH FOURTEEN (14) CALENDAR DAY PERIOD IN WHICH EXCAVATION ACTIVITIES CONTINUE.
- IF ANY MEMBER UTILITIES HAS FAILED TO NOTIFY OR LOCATE THEIR FACILITIES THE EXCAVATOR SHALL CONTACT DIGLINE AND FILE A SECOND NOTICE.
- ASK FOR STAKES OR FLAG MARKINGS IN LIEU OF PAINT.
- DO NOT DIG WITH IN TWO (2) FEET OF MARKINGS UNLESS THE UTILITY COMPANY IS PRESENT.
- DIGLINE CAN BE REACHED AT (800) 342-1585 (TOLL-FREE)
- ADDITIONAL INFORMATION CAN BE FOUND AT www.digline.com.

MIXED USE DEVELOPMENT

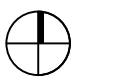
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Prepared For: SOLSTICE DEVELOPMENT
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MILLCREEK, UT 84117

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Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

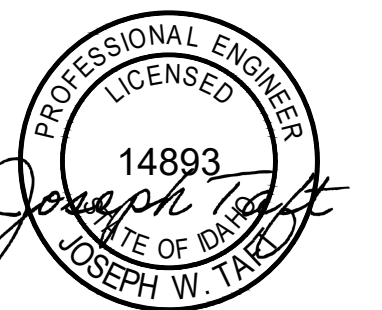
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ELECTRICAL FIRST FLOOR SITE PLAN

Date: 10-25-2022 Project No.: 01-0082-2021
Scale: SEE PLAN CAD File Name:
Design: JWT Checked: JWT

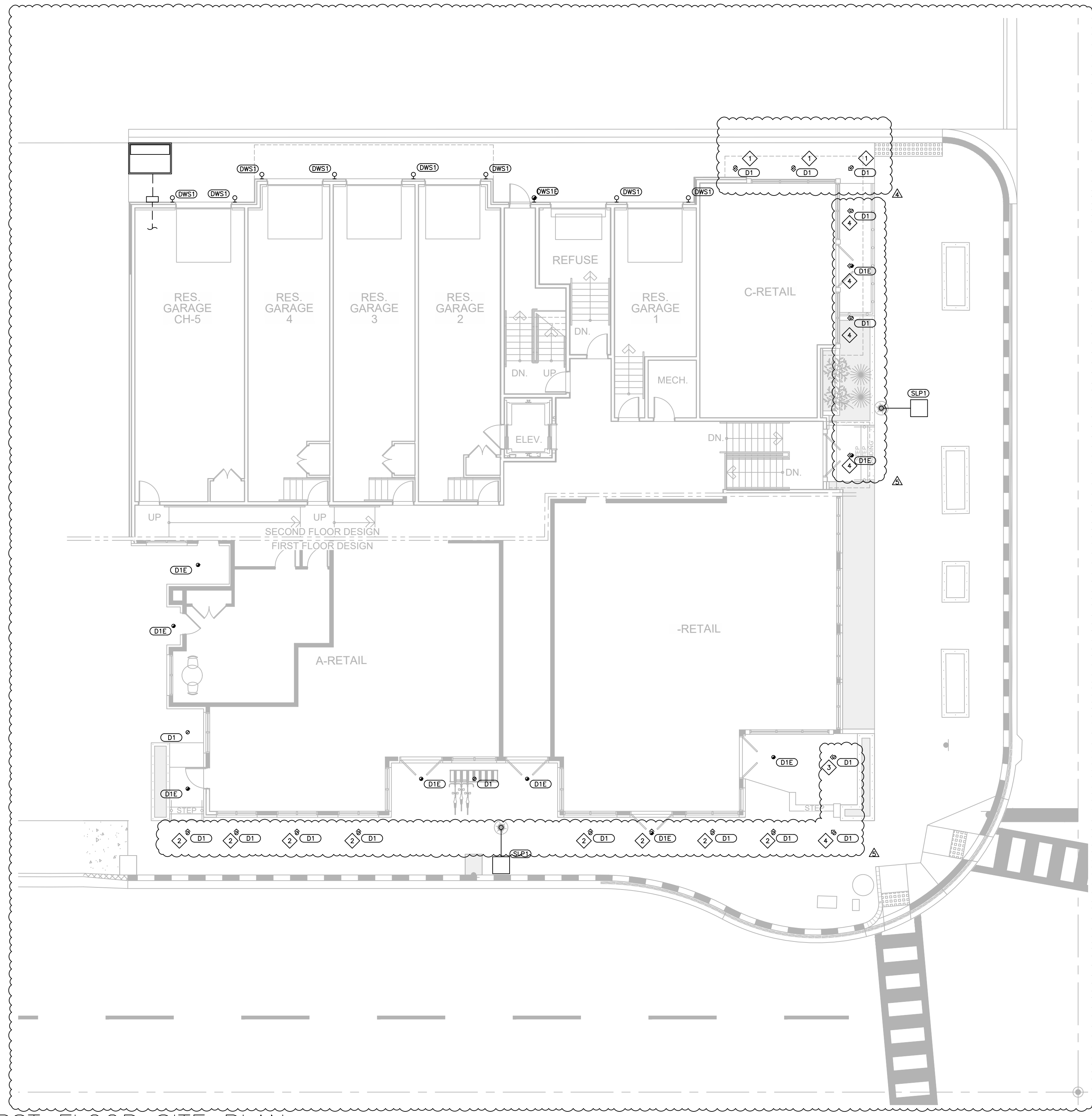
Sheet No.:

E101

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ELECTRICAL KEY NOTES:

- 1 AIM FIXTURE AT BUILDING NO LESS THAN 20'.
- 2 AIM FIXTURE AT BUILDING NO LESS THAN 25'.
- 3 AIM FIXTURE AT BUILDING NO LESS THAN 30'.
- 4 AIM FIXTURE AT BUILDING NO LESS THAN 45'.



1 ELECTRICAL FIRST FLOOR SITE PLAN
SCALE: 1" = 10'-0"

MIXED USE DEVELOPMENT

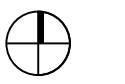
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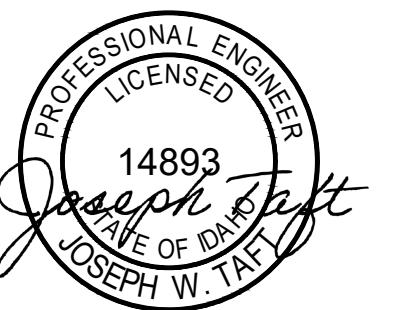
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2	06-28-2022	SITE LIGHTING CHANGES
3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL FIRST FLOOR SITE PHOTOMETRIC PLAN

Date: 10-25-2022 Project No.: 01-0082-2021

Scale: SEE PLAN CAD File Name:

Design: JWT Checked: JWT

Sheet No.:

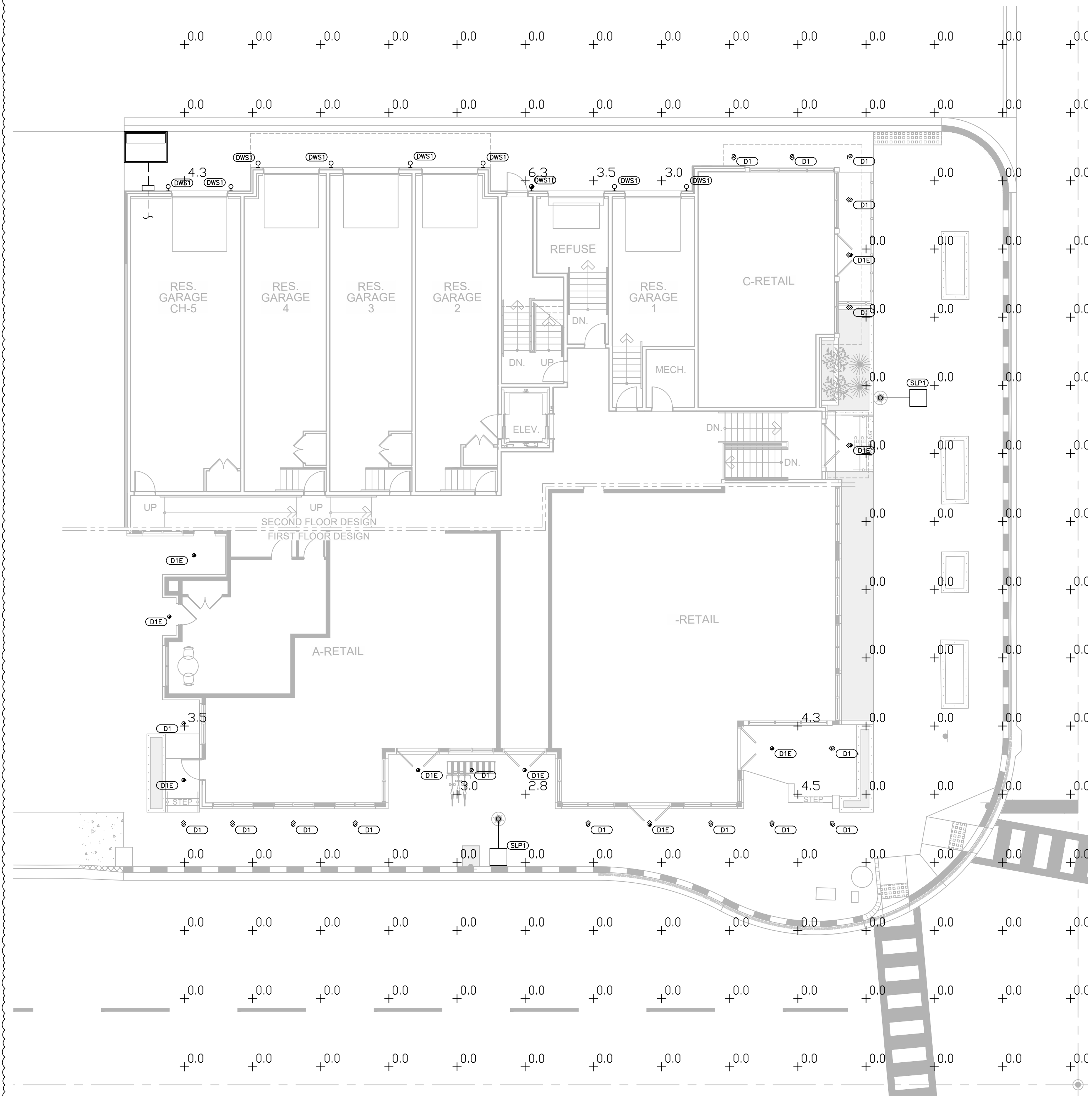
E101A

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LIGHTING CALCULATION SUMMARY

SYMBOL	AREA DESCRIPTION	TYPE	SPACING	AVERAGE	MAXIMUM	MINIMUM	MAX:MIN	AVG:MIN
+	BUILDING	GRID	10X10	0.3	6.3	0.0	N/A	N/A
*	STREET LIGHTS	GRID	10X10	0.3	0.9	0.0	N/A	N/A

PROVIDED AS REFERENCE ONLY SEE MH COMPANIES STREET LIGHT PHOTOMETRIC STUDY



1 ELECTRICAL FIRST FLOOR SITE PHOTOMETRIC PLAN
SCALE: 1" = 10'-0"

MIXED USE DEVELOPMENT

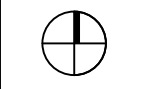
4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

PH
ARCHITECTS

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Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6500 fax
ph-archs.com

Site Plan



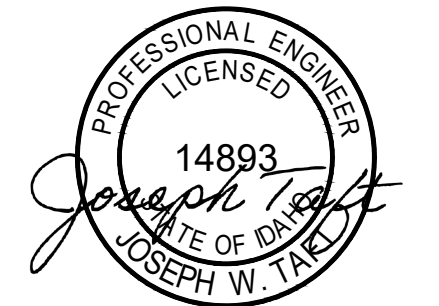
Project Team:

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www.tafteng.com

Seal



Revisions

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5	11-08-2022	PLANNER COMMENTS

ELECTRICAL LOWER LEVEL POWER PLAN

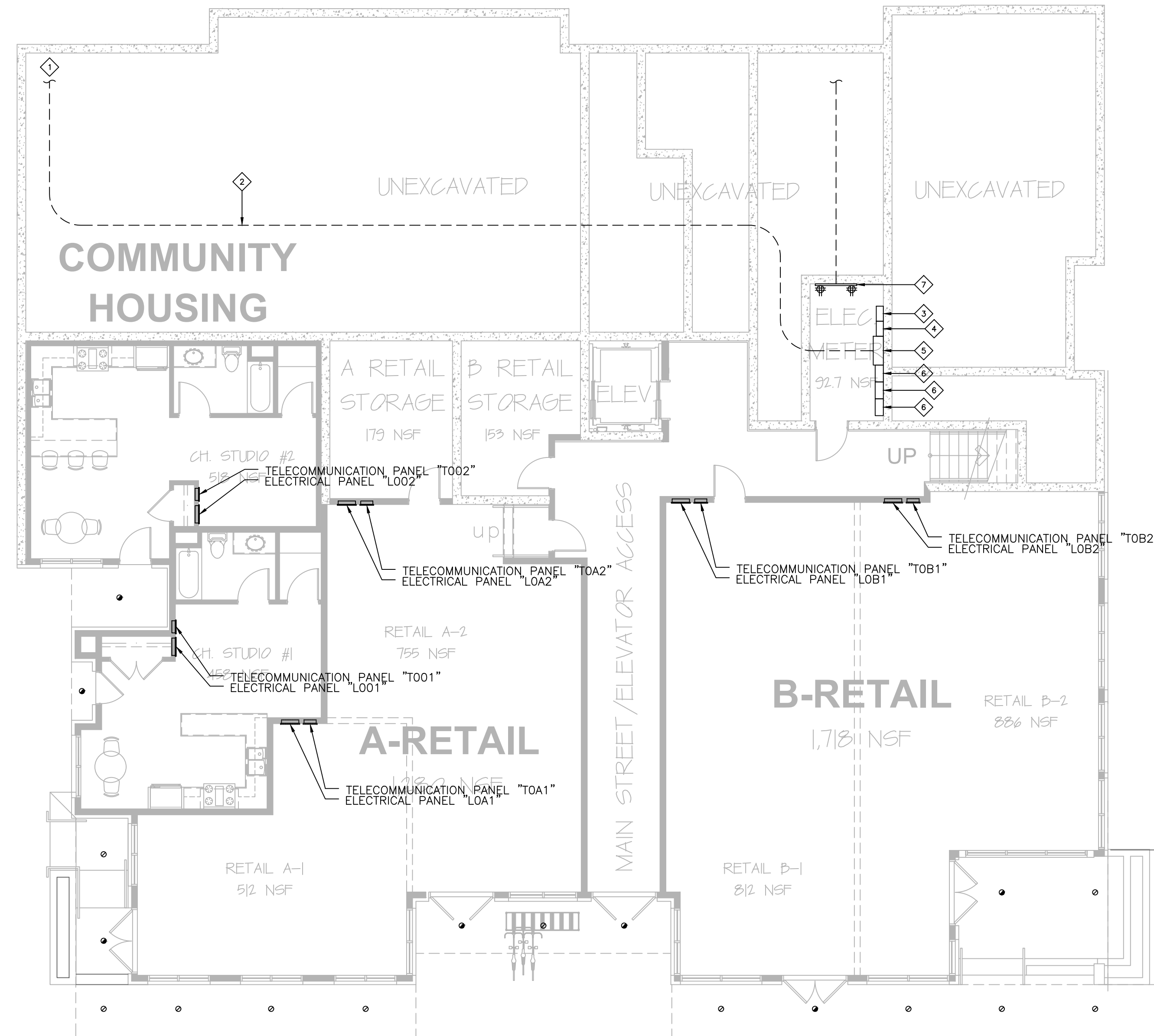
Date: 10-25-2022 Project No.: 01-0082-2021
Scale: SEE PLAN CAD File Name:
Design: JWT Checked: JWT
Sheet No.:

E200

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ELECTRICAL KEY NOTES:

- 1 FEEDER CONTINUES ON SHEET E201.
- 2 4 x (4#500KCMIL (AL), 1#2/0 XHHW (CU) GROUND, 3" CONDUIT)
- 3 3 METER, 3# TO 1# SECTION (SOD EZMR313225 OR EQUIVALENT). CIRCUIT BREAKER TO MATCH PANEL SIZE. VERIFY METER BASE CONFIGURATION WITH LOCAL UTILITY PRIOR TO ORDERING. ROTATE PHASING TO BALANCE SERVICE.
- 4 4 METER, 3# TO 1# SECTION (SOD EZMR314225 OR EQUIVALENT). CIRCUIT BREAKER TO MATCH PANEL SIZE. VERIFY METER BASE CONFIGURATION WITH LOCAL UTILITY PRIOR TO ORDERING. ROTATE PHASING TO BALANCE SERVICE.
- 5 800A, 3# 4W TERMINAL BOX (SOD EZM3800TB OR EQUIVALENT).
- 6 2 METER, 3# TO 3# SECTION (SOD EZMR332225 OR EQUIVALENT). CIRCUIT BREAKER TO MATCH PANEL SIZE. VERIFY METER BASE CONFIGURATION WITH LOCAL UTILITY PRIOR TO ORDERING.
- 7 MAIN TELECOMMUNICATIONS BOARD "MTB".



1 ELECTRICAL LOWER LEVEL POWER PLAN
SCALE: 1/8" = 1'-0"

MIXED USE DEVELOPMENT

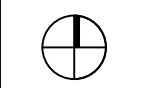
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KETCHUM, BLAINE COUNTY
IDAHO 83340

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4686 HIGHLAND DR. #224
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ph-archs.com

Site Plan



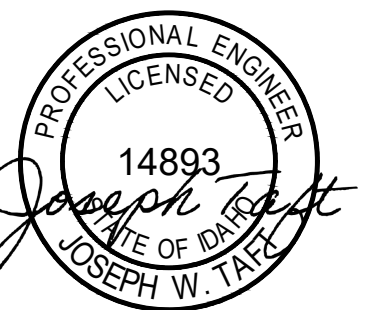
Project Team:

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Sandy, Utah 84070
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www.tafteng.com

Seal



Revisions

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5	11-08-2022	PLANNER COMMENTS

ELECTRICAL ALLEY LEVEL POWER PLAN

Date: 10-25-2022 Project No.: 01-0082-2021
Scale: SEE PLAN CAD File Name:
Design: JWT Checked: JWT

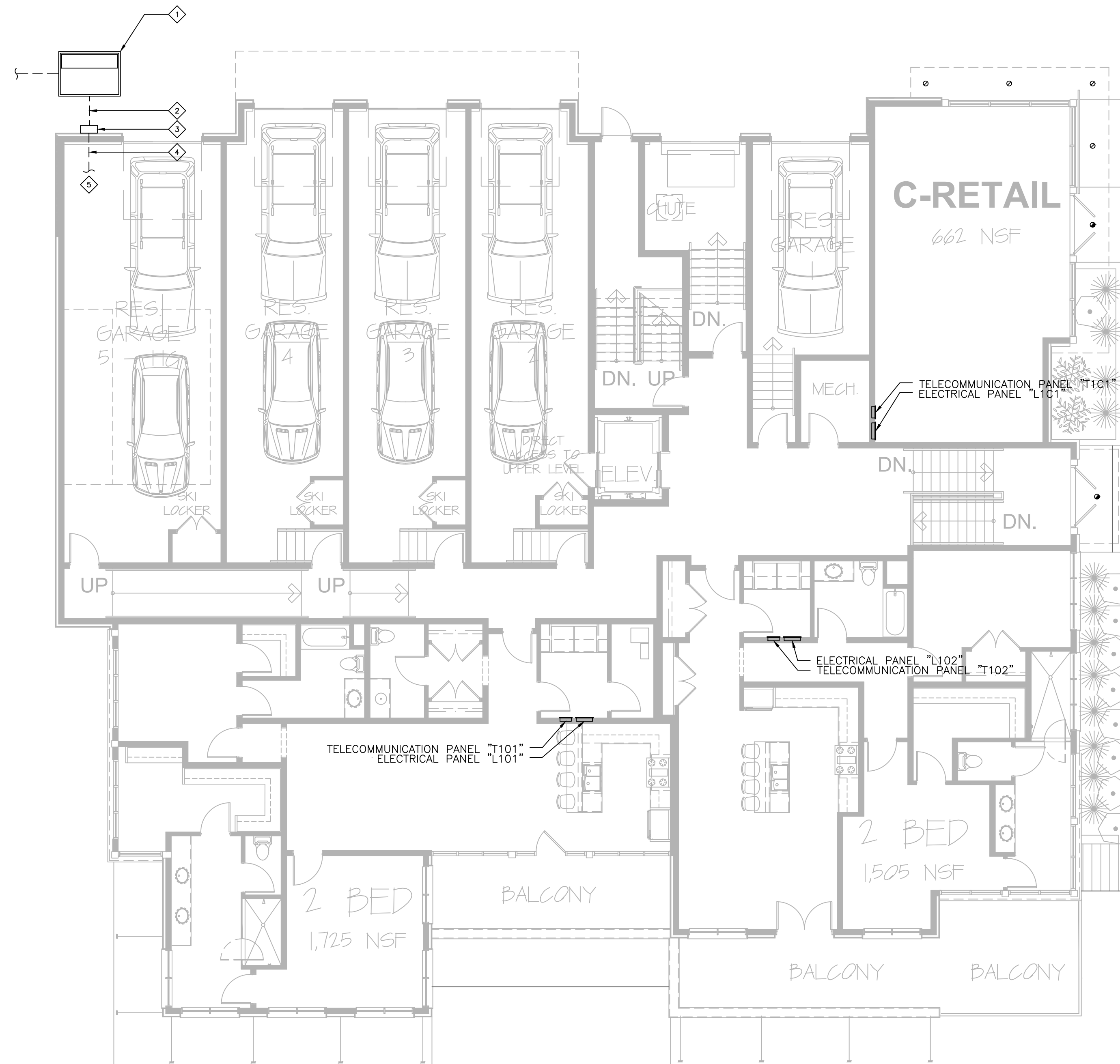
Sheet No.:

E201


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ELECTRICAL KEY NOTES:

- ◇ IDAHO POWER UTILITY TRANSFORMER.
- ◇ 4 X (#500KCMIL (AL), 3" CONDUIT)
- ◇ MAIN SWITCH "MS1": 800A, 3P, 4W, 240V, NEMA 3R, SELF ENCLOSED CIRCUIT BREAKER.
- ◇ 4 X (#500KCMIL (AL), 1#3/0 XHHW (CU) GROUND, 3" CONDUIT)
- ◇ FEEDER CONTINUES ON SHEET E200.



1 ELECTRICAL ALLEY LEVEL POWER PLAN
SCALE: 1/8" = 1'-0"

ELECTRICAL KEY NOTES:




1 ELECTRICAL MIDDLE LEVEL POWER PLAN
 SCALE: 1/8" = 1'-0"

MIXED USE DEVELOPMENT

4TH & MAIN ST.
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 IDAHO 83340

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 4686 HIGHLAND DR. #224
 MILLCREEK, UT 84117

PH
 ARCHITECTS

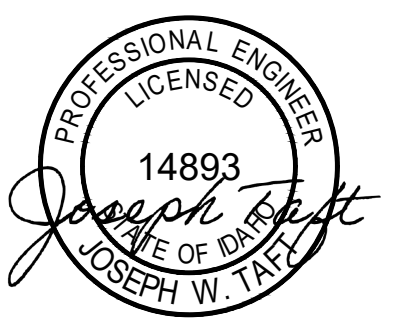
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 ph-archs.com

Site Plan



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 Sandy, Utah 84070
 (801) 566-8012 tel.
 www.tafteng.com

Seal




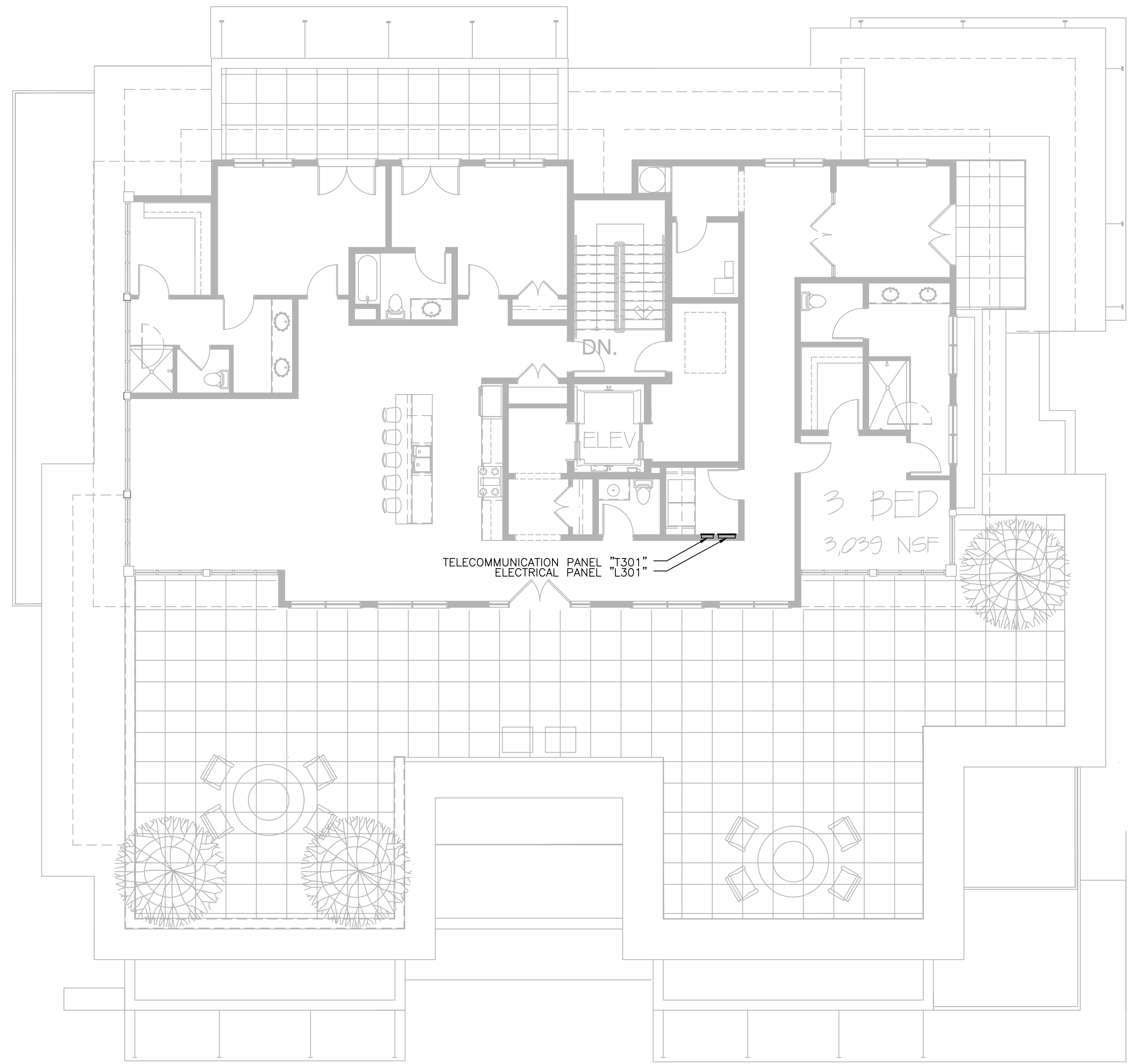
No.	Date	Issue
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5	11-08-2022	PLANNER COMMENTS

**ELECTRICAL
 MIDDLE LEVEL
 POWER PLAN**

Date: 10-25-2022 Project No.: 01-0082-2021
 Scale: SEE PLAN CAD File Name:
 Design: JWT Checked: JWT
 Sheet No.:

E202

ELECTRICAL KEY NOTES:




1 ELECTRICAL UPPER LEVEL POWER PLAN
 SCALE: 1/8" = 1'-0"

MIXED USE DEVELOPMENT

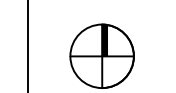
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 ph-archs.com

Site Plan



Project Team:

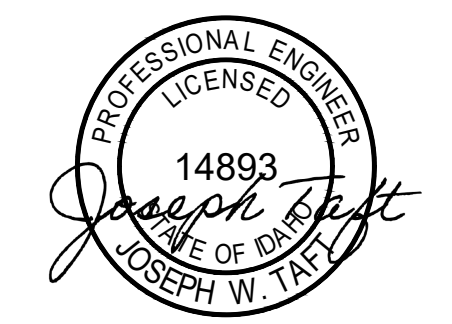
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 (801) 586-8012 tel.
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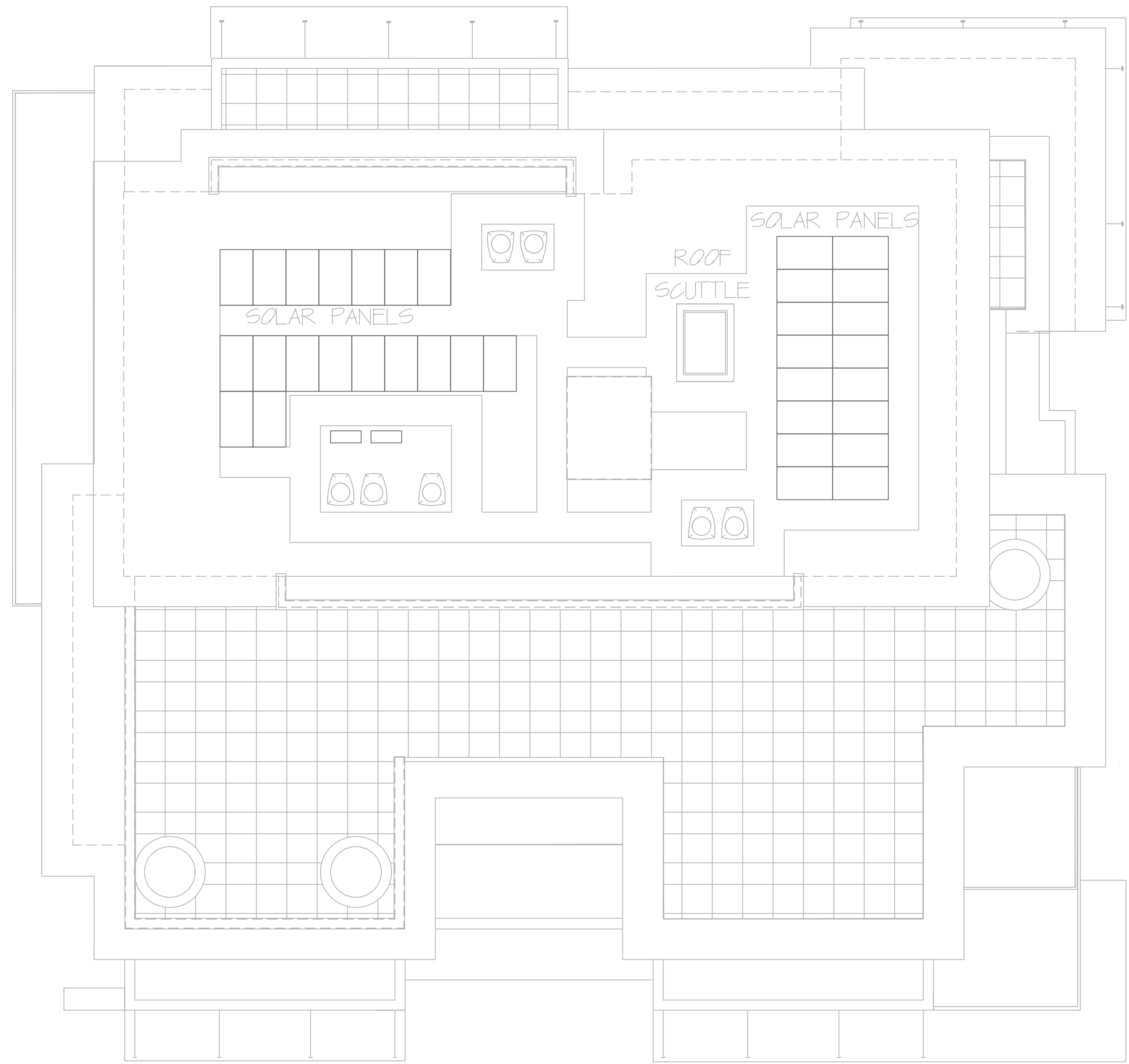
No.	Date	Issue
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3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL UPPER LEVEL POWER PLAN

Date: 10-25-2022 Project No.: 01-0082-2021
 Scale: SEE PLAN CAD File Name:
 Design: JWT Checked: JWT

Sheet No.: E203

ELECTRICAL KEY NOTES:




1 ELECTRICAL ROOF POWER PLAN
 SCALE: 1/8" = 1'-0"

MIXED USE DEVELOPMENT

4TH & MAIN ST.
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 IDAHO 83340

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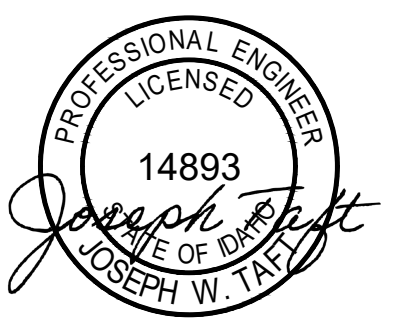
Site Plan



Project Team:

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Revisions

No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
2	06-28-2022	SITE LIGHTING CHANGES
3	09-07-2022	PLANNER COMMENTS
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5	11-08-2022	PLANNER COMMENTS

ELECTRICAL ROOF POWER PLAN

Date: 10-25-2022 Project No.: 01-0082-2021
 Scale: SEE PLAN CAD File Name:
 Design: JWT Checked: JWT

Sheet No.:

E204

MIXED USE DEVELOPMENT

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IDAHO 83340

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ARCHITECTS

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ph-archs.com

Site Plan



Project Team:

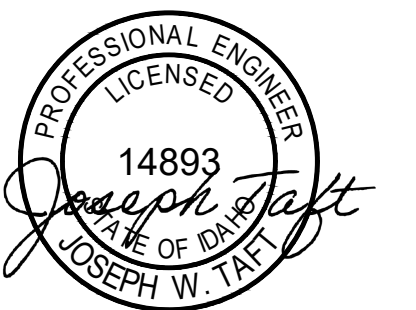
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Revisions

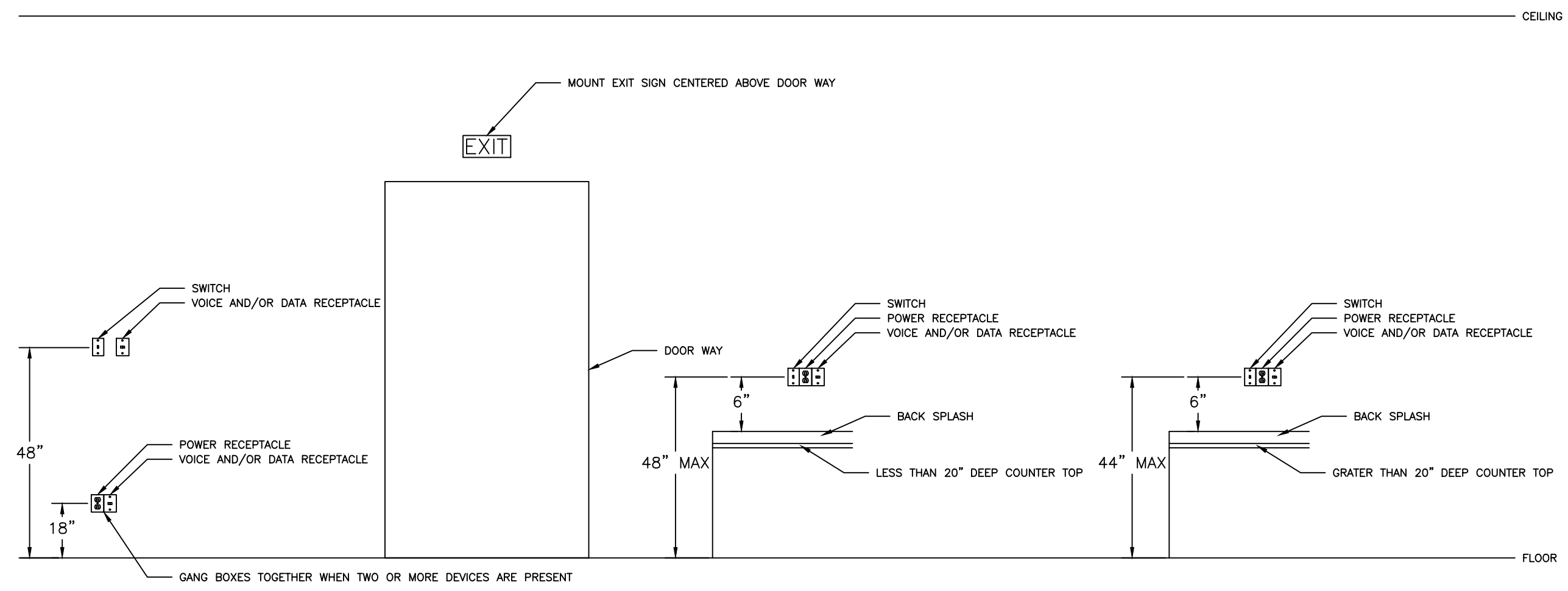
No.	Date	Issue
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3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL DETAILS

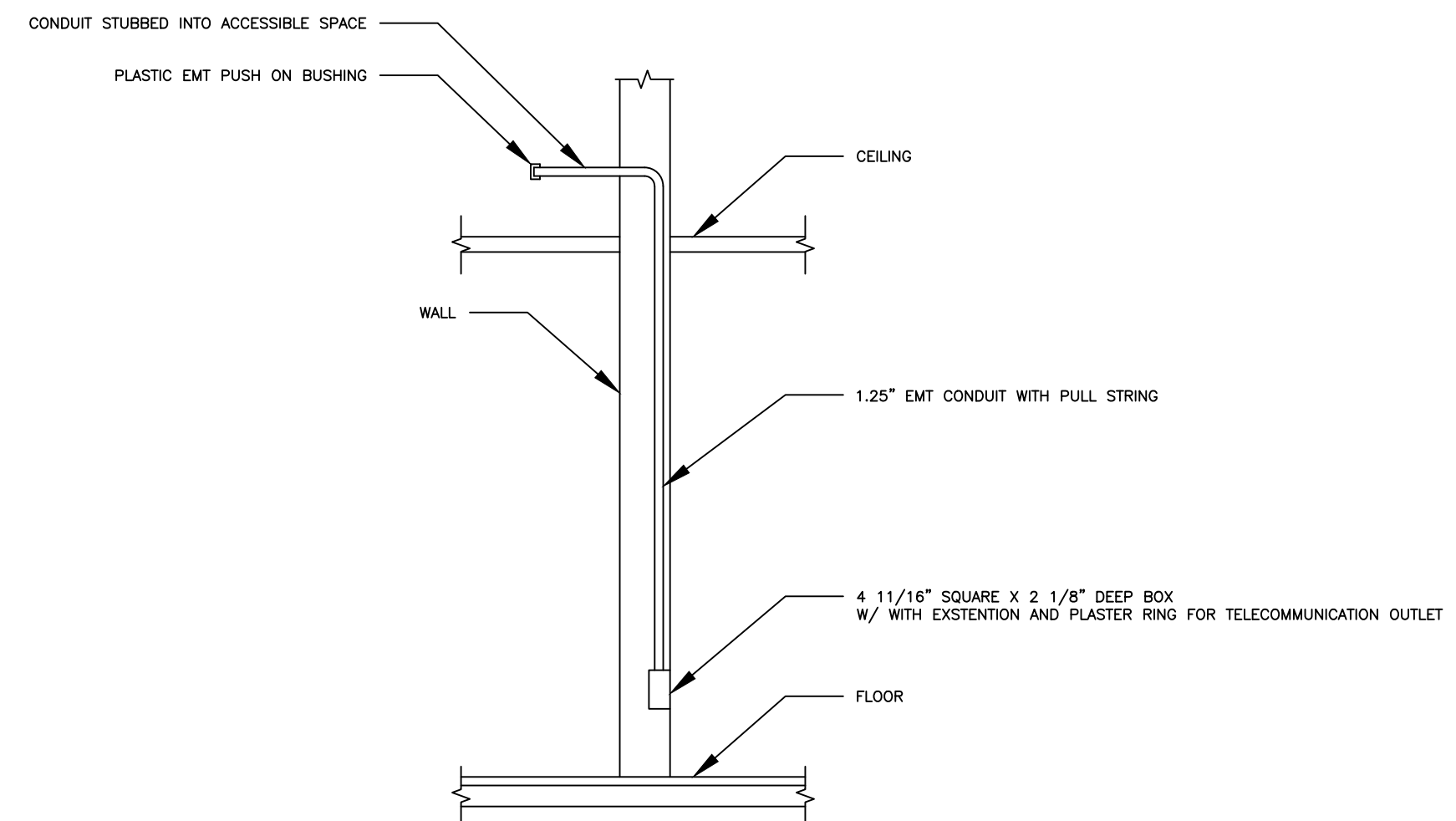
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Sheet No.:

E601

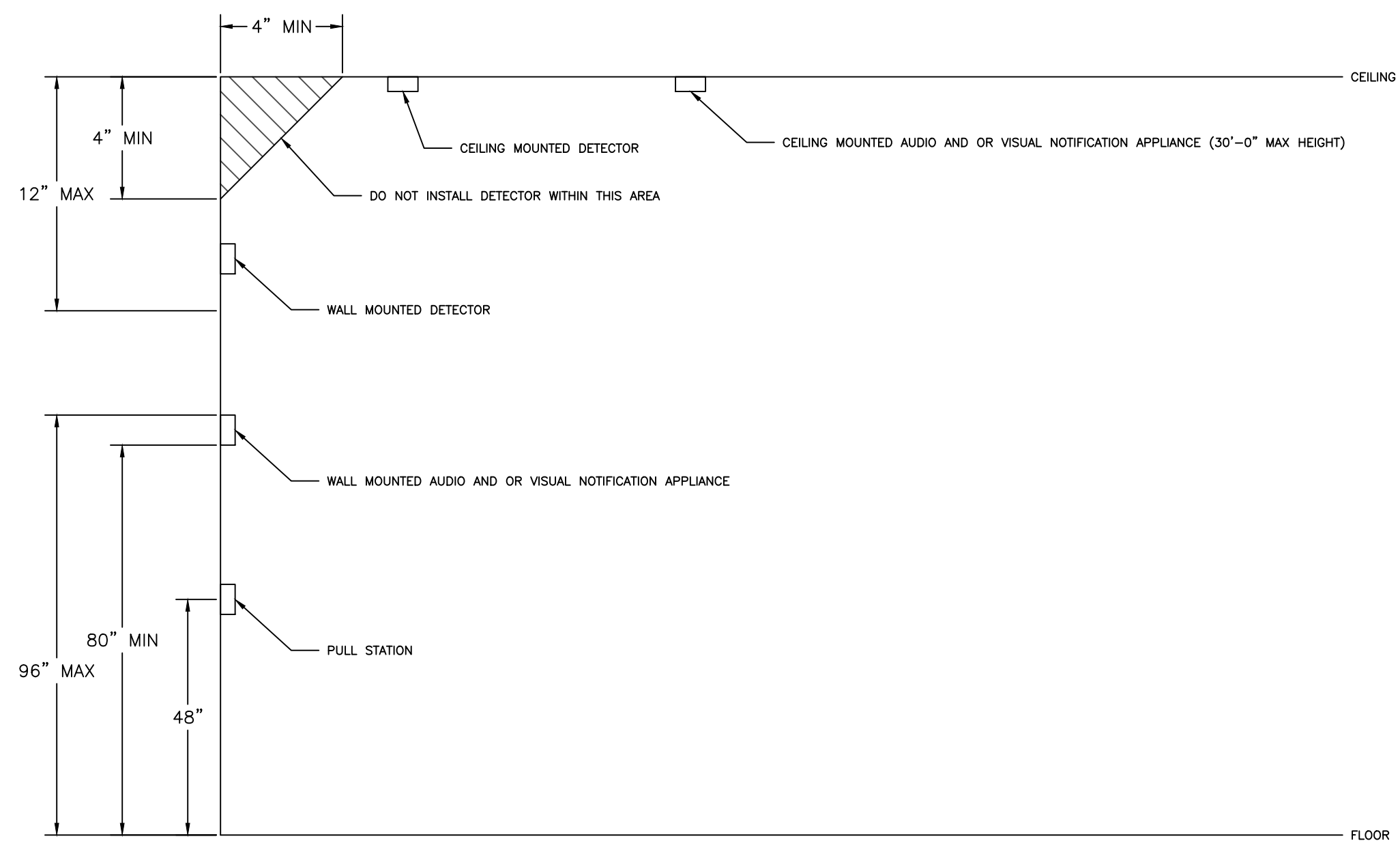
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A ELECTRICAL OUTLET & SWITCH MOUNTING HEIGHTS DETAIL (TYPICAL)
SCALE: NONE



B ELECTRICAL TELECOMMUNICATION DEVICE STUB-UP DETAIL (TYPICAL)
SCALE: NONE



C ELECTRICAL FIRE ALARM DEVICE MOUNTING HEIGHT DETAIL (TYPICAL)
SCALE: NONE



Tall Cubed Sconce

The Cubed Tall Sconce is an elongated version of the Cubed Sconce. The simple shape provides 400 lumens of high quality LED light up as well as 400 lumens down. The compact form is 4" wide x 3.95" deep, and stretches to 18 or 24" in standard heights, OR as tall as 60" in custom sizes. It's a perfect solution for ADA compliance. Best of all, the broad variety of standard and custom finishes enable this fixture to either blend with a wall color or provide pops of color or interest. It can be used inside or outdoors, standing alone or in series across a wall.



Available as a 400 or 800 lumen downlight or uplight, as well as custom lengths.

Made in USA.

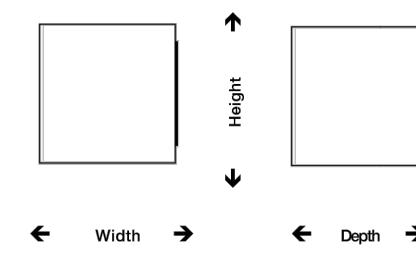
SPECIFICATIONS

- LEDs** 2700K, 3000K, 3500K or 4000K; 92+ CRI Nichia 800 lumens (400 up/400 down), 400 lumen downlight or 800 lumen downlight
- Optics** Standard diffuse or Narrow beam 10°
- Power Requirements** 120-277 VAC input voltage
- Dimming** 0-10V, ELV, 1%, 0% or DMX with certified power supplies
- Construction** RoHS compliant materials and manufacturing Anodized aluminum, stainless steel, polycarbonate
- Finish** Polished or brushed anodized and powder coat paint finishes
- Installation** Fits standard j-box
- Certifications** ETL for wet and dry locations
- Warranty** Five year limited warranty; other warranties may also apply



MODELS

Lumens	Watts
827	20 up/down
413	10 downlight or uplight



Dimensions

4"w x 18"h x 3.95"d
4"w x 24"h x 3.95"d

See Order Guide for other sizes
Meets ADA requirements

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ORDER GUIDE Cubed & Tall Cubed Sconce

■ Cubed Sconce [LWS.CB]

- Size**
- 4" w x 4" h x 3.95" d [.04]
 - 4" w x 18" h x 3.95" d [.04-18T]
 - 4" w x 24" h x 3.95" d [.04-24T]
 - 4" w x Custom height up to 60" x 3.95" d [.04-CXX]

LED Color Temperature & Downlight designation

- 2700°K up & down [.27]
- 3000°K up & down [.30]
- 3500°K up & down [.35]
- 2700°K downlight only [.27D]
- 3000°K downlight only [.30D]
- 3500°K downlight only [.35D]
- 4000°K up & down [.40]
- 4000°K downlight only [.40D]

Faceplate Finish

- Silver brushed anodized [.BRSL]
- Silver polished anodized [.SLS] (additional cost)
- Deep Bronze powder coat [.BRP]
- White Satin [.WHS]
- White Gloss [.WHG]
- Black Satin [.BKS]
- Black Gloss [.BKG]
- Red Pepper [.RD]
- Tangerine [.OR]
- Custom RAL Powdercoat (additional cost) [.C+RAL#]

Optics / Specialty

- Standard diffusion lens [.S]
- Narrow beam optics [.N]
- 800 lm down [.DBL]
- 800 lm down, with 10° narrow beam [.DBLN]

Usage

- Interior [.IN]
- Exterior [.WT]

PRODUCT NUMBER INFO

model	size	light color	finish	optics [optional]	usage
LWS.CB	04-18T	.27D	SCBA	S	WT

04 = 04" w x 4" h x 3.95" d	27 = 2700K	SL = Silver anodized brushed	S = Standard	IN = Interior, dry rated
04-18T = 04" w x 18" h x 3.95" d	30 = 3000K	BRP = Bronze powder coat	N = Narrow beam	WT = Outdoor, wet rated
04-24T = 04" w x 24" h x 3.95" d	35 = 3500K	WHG = White Gloss	DBL = 800 lumens down	
04-CXX = 4" w x XX" h x 3.95" d	40 = 4000K	WHS = White Satin	DBLN = 800 lumens down/narrow beam	
	27D = 2700K down	BKS = Black Satin		
	30D = 3000K down	BKG = Black Gloss		
	35D = 3500K down			
	40K = 4000K down	see above for more colors		

Driver Options REQUIRED

- 0-10V @ 10% Dimming - fits in a 4"x2" octagonal j-box
- 0-10V @ 1% Dimming - EidoLED ECODrive remote only
- 0-10V @ 0% Dimming - EidoLED SOLODrive remote only
- 0-10V @ 1% Dimming - Lutron ECOSystem remote only
- ELV @ 10% Dimming - fits in a 4"x2" octagonal j-box
- Phase @ 1% Dimming - Lutron 2-wire remote only
- DMX Dimming - call for spec remote only
- Emergency Driver - EM in addition to driver selection

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ORDER GUIDE Cubed & Tall Cubed Sconce

■ Cubed Sconce [LWS.CB]

- Size**
- 4" w x 4" h x 3.95" d [.04]
 - 4" w x 18" h x 3.95" d [.04-18T]
 - 4" w x 24" h x 3.95" d [.04-24T]
 - 4" w x Custom height up to 60" x 3.95" d [.04-CXX]

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- 2700°K up & down [.27]
- 3000°K up & down [.30]
- 3500°K up & down [.35]
- 2700°K downlight only [.27D]
- 3000°K downlight only [.30D]
- 3500°K downlight only [.35D]
- 4000°K up & down [.40]
- 4000°K downlight only [.40D]

Faceplate Finish

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- Silver polished anodized [.SLS] (additional cost)
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- White Satin [.WHS]
- White Gloss [.WHG]
- Black Satin [.BKS]
- Black Gloss [.BKG]
- Red Pepper [.RD]
- Tangerine [.OR]
- Custom RAL Powdercoat (additional cost) [.C+RAL#]

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- Narrow beam optics [.N]
- 800 lm down [.DBL]
- 800 lm down, with 10° narrow beam [.DBLN]

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PRODUCT NUMBER INFO

model	size	light color	finish	optics [optional]	usage
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	30D = 3000K down	BKG = Black Gloss		
	35D = 3500K down			
	40K = 4000K down	see above for more colors		

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- 0-10V @ 1% Dimming - EidoLED ECODrive remote only
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- Phase @ 1% Dimming - Lutron 2-wire remote only
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- Emergency Driver - EM in addition to driver selection

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lindsleylighting.com sales@lindsleylighting.com ©2022 Lindsley Lighting, LLC As part of its policy of continuous research and product development, the company reserves the right to change or withdraw specifications without prior notice. Issued 10.15.22

MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

PIH ARCHITECTS

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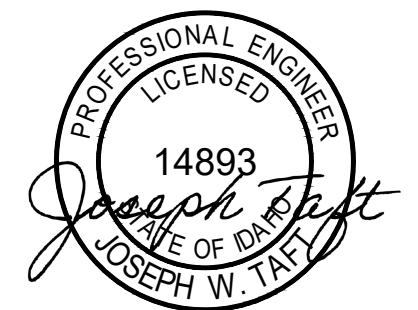
Site Plan



Project Team:

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Revisions

No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
2	06-28-2022	SITE LIGHTING CHANGES
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4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL DETAILS

Date: 10-25-2022 Project No.: 01-0082-2021
Scale: SEE PLAN CAD File Name:
Design: JWT Checked: JWT
Sheet No.:

E602

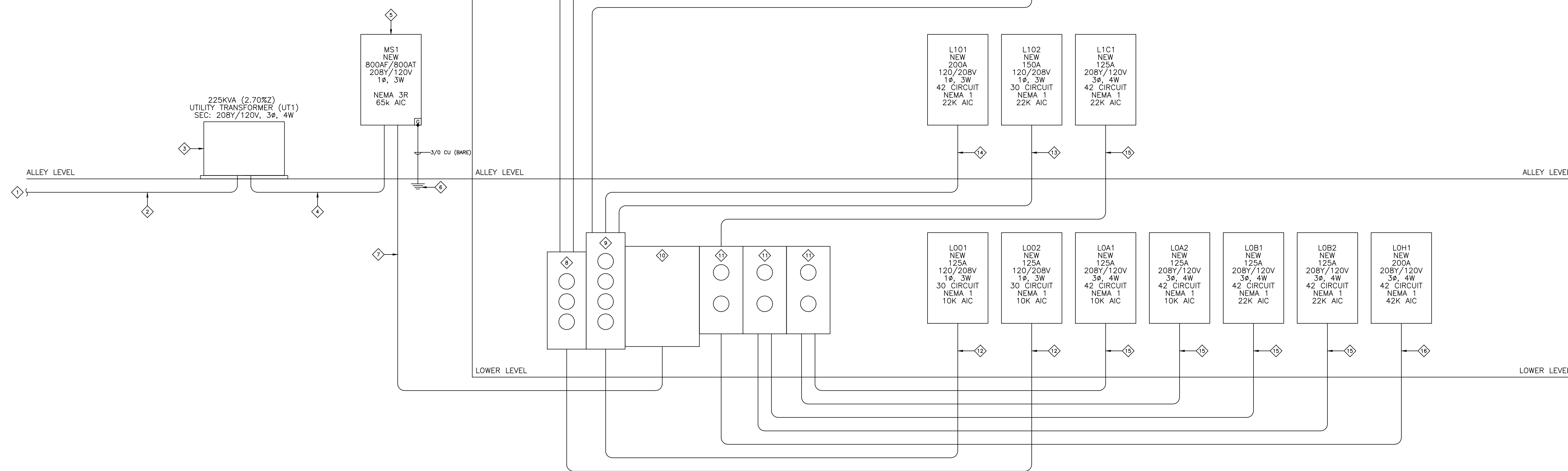
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A ELECTRICAL LIGHT FIXTURE (DWS1) & (DWS1E) SPECIFICATION SHEETS

SCALE: NONE

Residential Units														
Unit Number	Unit Type	Dwelling Square Footage (SQ.FT)	Lighting and Receptacle Load 3VA/SQ.FT (NEC 220.82(B))	Electric Clothes Dryer (NEC 220.54)	Laundry Circuit (NEC 220.52)	Nameplate rating of Range	Small Appliance Circuits (NEC 210.52)	All other appliance nameplate loads (NEC 220.82)	Lighting & small appliance load (NEC 220.82)	HVAC Loads (NEC 220.82(C))	Electric Water Heater	Undiversified load (kVA)	Total Demand (kVA)	Total Demand (Amps @ 208V-3P)
001	Studio	458	1374	5000	1500	7680	3000	3800	14942	3840	5000	31.2	23.8	114
002	Studio	518	1554	5000	1500	7680	3000	3800	15014	3840	5000	31.4	23.9	115
101	2 BED	1725	5175	5000	1500	7680	3000	3800	16462	5824	5000	37.0	27.3	131
102	2 BED	1505	4515	5000	1500	7680	3000	3800	16198	5824	10000	41.3	32.0	154
201	3 BED	3485	10455	5000	1500	7680	3000	3800	18574	8736	10000	50.2	37.3	179
202	2 BED	2277	6831	5000	1500	7680	3000	3800	17124	8736	5000	41.5	30.9	148
301	3 BED	3039	9117	5000	1500	7680	3000	3800	18039	8736	10000	48.8	36.8	177
Sub Total of Undiversified Load												281.4		
Number of Dwelling Units												7		
Demand Factor (NEC Table 220.84)												43%		
General Demand Load for all Dwelling Units (kVA)												121.0		
General Demand Load for all Dwelling Units (Amps @ 208V-3P)												336.1		

Retail Units														
Unit Number	Unit Type	Square Footage (SQ.FT)	Receptacle Load 3VA/SQ.FT (NEC 220.82(B))	Lighting Load 1VA/SQ.FT (NEC 220.82(B))						HVAC Loads (NEC 220.82(C))	Electric Water Heater	Undiversified load (kVA)	Total Demand (kVA)	Total Demand (Amps @ 208V-3P)
A1	C	512	2560	512						2560	4100	9.7	9.7	27
A2	C	934	4670	934						4670	4100	14.4	14.4	40
B1	C	812	4060	812						4060	4100	13.0	13.0	36
B2	C	1039	5195	1039						5195	4100	15.5	15.5	43
C	C	662	3310	662						3310	4100	11.4	11.4	32
H	C	3200	16000	3200						16000	4100	39.3	39.3	109
Sub Total of Undiversified Load												103.3		
General Demand Load for Retail Units (kVA)												103.3		
General Demand Load for all Retail Units (Amps @ 208V-3P)												287.1		



- ELECTRICAL KEY NOTES:**
- 1 COORDINATE WITH THE LOCAL UTILITY.
 - 2 1-4" CONDUIT.
 - 3 IDAHO POWER UTILITY TRANSFORMER.
 - 4 3 X (#400KCMIL (AL), 3" CONDUIT)
 - 5 MAIN SWITCH "MS1". 800A, 3P, 4W, 240V, NEMA 3R, SELF ENCLOSED CIRCUIT BREAKER.
 - 6 PROVIDE ELECTRICAL GROUNDING AS REQUIRED BY NEC 250.
 - 7 ALL GROUNDING ELECTRODES AS DESCRIBED IN 250.52(A)(1) THROUGH (A)(7) THAT ARE PRESENT AT EACH BUILDING OR STRUCTURE SERVED SHALL BE BONDED TOGETHER TO FORM THE GROUNDING ELECTRODE SYSTEM AND SHALL INCLUDE AT A MINIMUM THE FOLLOWING:
 - TWO (2) 0.75" X 10'-0" SOLID COPPER GROUND ROD ELECTRODES.
 - METAL UNDERGROUND WATER PIPE IN CONTACT WITH 10'-0" OF EARTH OR MORE (IF ONE IS INSTALLED)
 - METAL IN-GROUND SUPPORT STRUCTURES IN CONTACT WITH 10'-0" OF EARTH OR MORE, WITH OR WITHOUT CONCRETE ENCASUREMENT.
 - CONCRETE ENCASED ELECTRODE, THAT CONSISTS OF 1/10 BARE (CU) CONDUCTOR AT LEAST 20'-0" IN LENGTH AND ENCASED BY AT LEAST 2" OF CONCRETE.
 - 8 ALL CONNECTIONS (EXPECT IN-GROUND METAL WATER PIPE) SHALL BE EXOTHERMICALLY CONNECTED.
 - 9 3 X (#400KCMIL (AL), 1/2" X 1/2" XHHW (CU) GROUND, 3" CONDUIT)
 - 10 3 METER, 3P TO 1P SECTION (SQD EZM313225 OR EQUIVALENT). CIRCUIT BREAKER TO MATCH PANEL SIZE. VERIFY METER BASE CONFIGURATION WITH LOCAL UTILITY PRIOR TO ORDERING. ROTATE PHASING TO BALANCE SERVICE.
 - 11 4 METER, 3P TO 1P SECTION (SQD EZM314225 OR EQUIVALENT). CIRCUIT BREAKER TO MATCH PANEL SIZE. VERIFY METER BASE CONFIGURATION WITH LOCAL UTILITY PRIOR TO ORDERING. ROTATE PHASING TO BALANCE SERVICE.
 - 12 800A, 3P, 4W TERMINAL BOX (SQD EZM3800TB OR EQUIVALENT).
 - 13 2 METER, 3P TO 3P SECTION (SQD EZM33225 OR EQUIVALENT). CIRCUIT BREAKER TO MATCH PANEL SIZE. VERIFY METER BASE CONFIGURATION WITH LOCAL UTILITY PRIOR TO ORDERING.
 - 14 125A, 1P, 3W RESIDENTIAL SERVICE - 1/0-1/0-1/0-2 (AL) SER CABLE
 - 15 150A, 1P, 3W RESIDENTIAL SERVICE - 2/0-2/0-2/0-1 (AL) SER CABLE
 - 16 200A, 1P, 3W RESIDENTIAL SERVICE - 4/0-4/0-4/0-2/0 (AL) SER CABLE
 - 17 125A, 3P, 4W COMMERCIAL SERVICE - 2/0-2/0-2/0-2/0-1 (AL) SER CABLE
 - 18 200A, 3P, 4W COMMERCIAL SERVICE - 250-250-250-250-3/0 (AL) SER CABLE

MIXED USE DEVELOPMENT

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IDAHO 83340

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PROFESSIONAL ENGINEER
LICENSED
14893
Joseph W. Traft
STATE OF IDAHO

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	5	11-08-2022	PLANNER COMMENTS

ELECTRICAL POWER RISER DIAGRAM

Date: 10-25-2022 Project No.: 01-0082-2021
Scale: SEE PLAN CAD File Name:
Design: JWT Checked: JWT
Sheet No.: E701

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A ELECTRICAL POWER RISER DIAGRAM
SCALE: NONE

MIXED USE DEVELOPMENT

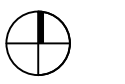
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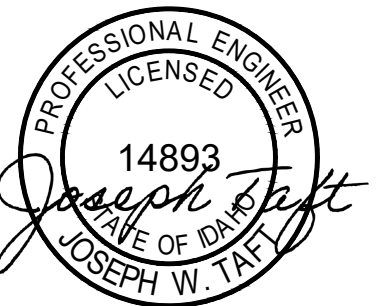
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ELECTRICAL POWER RISER DIAGRAM

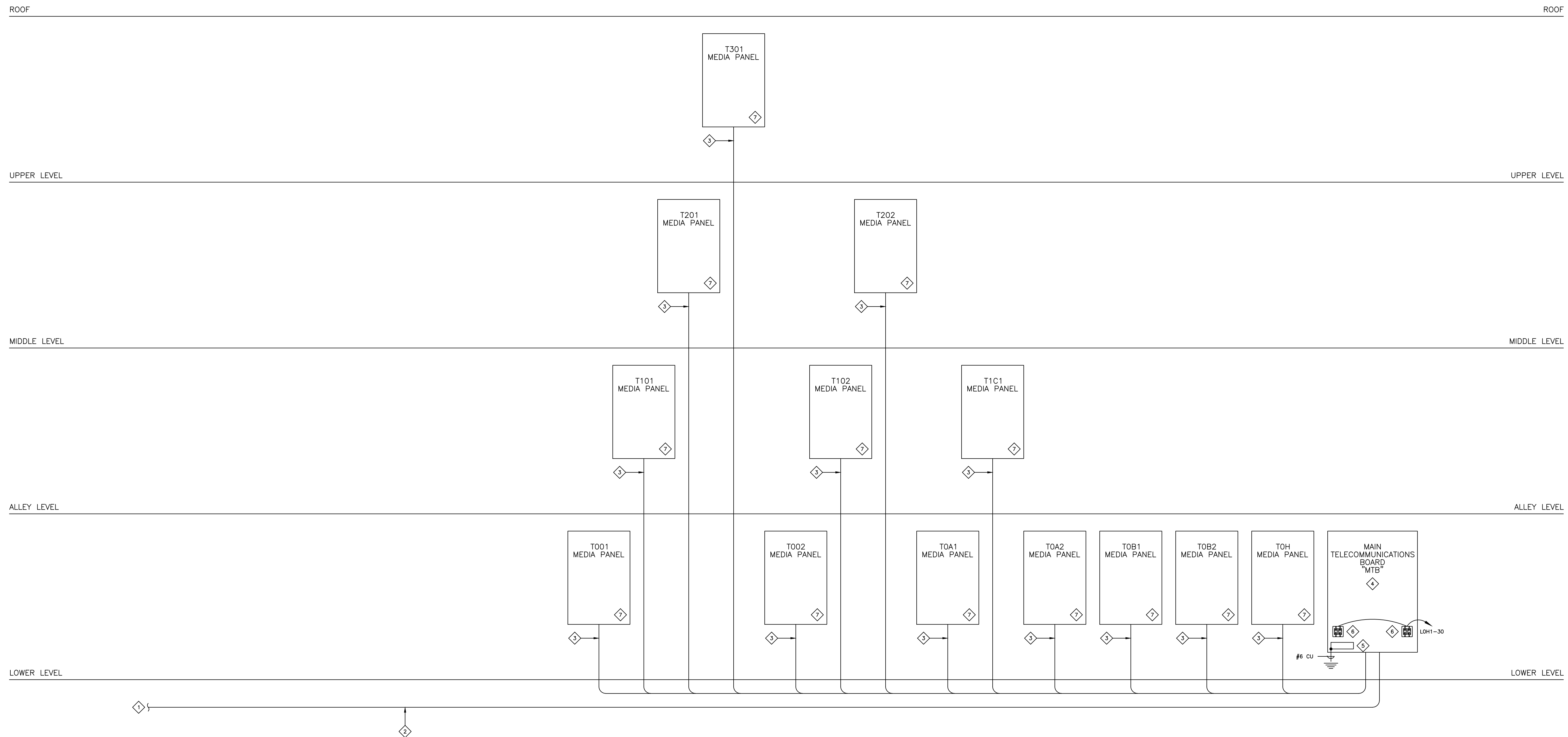
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Sheet No.:

E702

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ELECTRICAL TELECOMMUNICATION RISER DIAGRAM NOTES:

- 1 COORDINATE WITH LOCAL UTILITY PROVIDERS PRIOR TO ROUGH-IN.
- 2 PROVIDE 2-4" CONDUITS, EACH WITH A MULE TAPE, FROM LOCAL TELEPHONE PROVIDER AND PROVIDE 2-4" CONDUITS EACH WITH 3-1.25" INNERDUCTS AND EACH WITH MULE TAPE FOR LOCAL INTERNET PROVIDERS.
- 3 PROVIDE 1.25" RACEWAY FROM MAIN TELECOMMUNICATION BOARD TO TENANT MEDIA PANEL.
- 4 TELECOMMUNICATIONS BOARD SHALL BE CONSTRUCTED OF AC GRADE OR BETTER, VOID FREE, 4'X8'X0.75" PLYWOOD WITH GRADE A SURFACE EXPOSED. THE TELECOMMUNICATIONS BOARD SHALL BE SECURELY ANCHORED TO VERTICAL FRAMING MEMBERS, MOUNTED 8" OFF THE FINISHED FLOOR, AND PAINTED ON ALL SIDES WITH AT LEAST TWO COATS OF FIRE-RETARDANT WHITE OR LIGHT-GRAY COLOR PAINT SUBJECT TO ACCEPTANCE BY THE AHJ.
- 5 PROVIDE AND INSTALL TELECOMMUNICATION MAIN GROUND BAR KIT B-LINE SBTMBG12K OR EQUIVALENT.
- 6 PROVIDE AND INSTALL TWO 20A-1P HEAVY DUTY ISOLATED GROUND DUPLEX RECEPTACLES (LEVITON 16362-WG OR EQUIVALENT) WITH STEEL COVER PLATE.
- 7 SMALL TENANT MEDIA PANEL, COORDINATE CONFIGURATION AND LOCATION PRIOR TO ROUGH-IN.



A ELECTRICAL TELECOMMUNICATION RISER DIAGRAM
SCALE: NONE

ELECTRICAL LIGHT FIXTURE SCHEDULE (TYPE)

TYPE	QUANTITY (ESTIMATE ONLY)	DESCRIPTION	MANUFACTURER(S)	CATALOG NUMBER(S)	LIGHT SOURCE	WATTS PER FIXTURE	VOLTAGE	MOUNTING	NOTES
SPL1	2	STREET POLE LIGHT	LEOTEK/VALMONT	DL1-H-MV-270-3R-SCBA-026	LED 2700m, 2700K, 80 CRI	18	UNV	20' POLE	SEE DETAIL A/4901
DWS1	7	DECORATIVE WALL SCIENCE	LINDSLEY LIGHTING	LWS-CP-04-181-270-SCBA-S-WT-DM	LED 4000m, 2700K, 80 CRI	10	UNV	7'-0" ABOVE FINISHED GRADE	
DWS1E	1	DECORATIVE WALL SCIENCE	LINDSLEY LIGHTING	LWS-CP-04-181-270-SCBA-S-WT-DM-EM	LED 4000m, 2700K, 80 CRI	10	UNV	7'-0" ABOVE FINISHED GRADE	PROVIDE WITH REMOTE EMERGENCY BATTERY PACK.
D1	14	2" ADJUSTABLE DOWNLIGHT	HE WILLIAMS	ZAR-LS/827-DIM-UNV-DM-OF-CS-WET/CS-N	LED 5000m, 2700K, 80 CRI	7	UNV	RECESSED	
D1E	9	2" ADJUSTABLE DOWNLIGHT	HE WILLIAMS	ZAR-LS/827-EM/78-DM-UNV-DM-OF-CS-WET/CS-N	LED 5000m, 2700K, 80 CRI	7	UNV	RECESSED	PROVIDE WITH EMERGENCY BATTERY PACK.

NOTES:
 1. OWNER / ARCHITECT TO DETERMINE FINISH OF FIXTURES
 2. ALTERNATE MANUFACTURERS ACCEPTABLE IF PRE-APPROVED BY ENGINEER BEFORE BID DATE. SEE GENERAL NOTES AND SPECIFICATIONS FOR ADDITIONAL DETAILS.

MIXED USE DEVELOPMENT

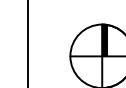
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Site Plan



Project Team:

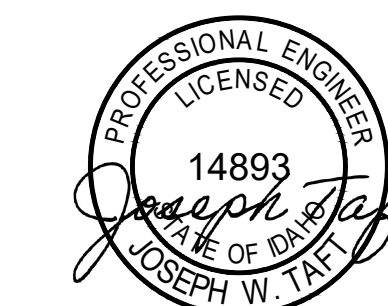
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ELECTRICAL SCHEDULES

Date: 10-25-2022 Project No.: 01-0082-2021
 Scale: SEE PLAN CAD File Name:
 Design: JWT Checked: JWT
 Sheet No.:

E801

PANEL SCHEDULE

PANEL NAME: LOH1 VOLTS: 120/208 TYPE: BOLT ON BUS: COPPER BUS LUGS: SUB FEED LUGS (TOP) SUB FEED LUGS (BOTTOM) ALUMINUM BUS FEED THRU LUGS (TOP) FEED THRU LUGS (BOTTOM) FUSIBLE GROUND BUS ISOLATED GROUND BUS MAIN LUGS ONLY (TOP) MAIN LUGS ONLY (BOTTOM)

MAIN BREAKER: N/A WIRE: 4 SPD: TYPE 1 TYPE 2 TYPE 3

EQUIPMENT RATING: 42k AIC EST. SC: 23.126A

EST. ARC FLASH: 0.4 cal/cm²

BREAKER DESCRIPTION	AMPS	POLE	NOTE	LEFT PHASE LOAD			RIGHT PHASE LOAD			CIR. NO.	AMPS	POLE	NOTE	BREAKER DESCRIPTION
				A	B	C	A	B	C					
SPD (TYPE 1)	30	3	1	0	0	0	0	0	0	2	20	1	SPARE	
STAIRWELL #1	20	1	7	0	0	0	0	0	0	4	20	1	SPARE	
STAIRWELL #2	20	1	9	0	0	0	0	0	0	6	20	1	SPARE	
LOWER LEVEL COMMON AREA	20	1	11	0	0	0	0	0	0	8	20	1	SPARE	
ALLEY LEVEL COMMON AREA	20	1	13	0	0	0	0	0	0	10	20	1	SPARE	
MIDDLE LEVEL COMMON AREA	20	1	15	0	0	0	0	0	0	12	20	1	SPARE	
UPPER LEVEL COMMON AREA	20	1	17	0	0	0	0	0	0	14	20	1	SPARE	
SPARE	20	1	19	0	0	0	0	0	0	16	20	1	SPARE	
SPARE	20	1	21	0	0	0	0	0	0	18	20	1	SPARE	
SPARE	20	1	23	0	0	0	0	0	0	20	20	1	SPARE	
SPARE	20	1	25	0	0	0	0	0	0	22	20	1	SPARE	
SPARE	20	1	27	0	0	0	0	0	0	24	20	1	SPARE	
SPARE	20	1	29	0	0	0	0	0	0	26	20	1	SPARE	
ELEVATOR CAB	20	1	31	0	0	0	0	0	0	28	20	1	SPARE	
ELEVATOR PIT	20	1	33	0	0	0	0	0	0	30	20	1	SPARE	
ELEVATOR SMOKE DOORS	20	1	35	0	0	0	0	0	0	32	20	1	SPARE	
EL-1	125	3	37	0	0	0	0	0	0	34	20	1	SPARE	
			39	0	0	0	0	0	0	36	20	1	SPARE	
			41	0	0	0	0	0	0	38	20	1	SPARE	
				0	0	0	0	0	0	40	20	1	SPARE	
				0	0	0	0	0	0	42	20	1	SPARE	
				0	0	0	0	0	0					
				0	0	0	0	0	0					
				0	0	0	0	0	0					

ENCLOSURE:
 NEMA RATING: 1
 FEEDER: TOP BOTTOM
 MOUNTING: FLUSH SURFACE
 GENERAL NOTES:
 1. LABEL PANEL WITH ENGRAVED NAME TAGS.

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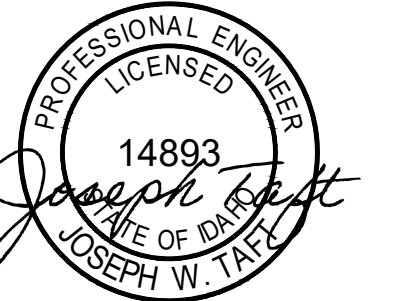
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ELECTRICAL SCHEDULES

Date: 10-25-2022 Project No.: 01-0082-2021

Scale: SEE PLAN CAD File Name:

Design: JWT Checked: JWT

Sheet No.: E802

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PANEL SCHEDULE

PANEL NAME: L1C1 VOLTS: 120/208 TYPE: BOLT ON PLUG ON BUS: COPPER BUS ALUMINUM BUS LUGS: SUB FEED LUGS (TOP) SUB FEED LUGS (BOTTOM) FEED THRU LUGS (TOP) FEED THRU LUGS (BOTTOM) MAIN LUGS ONLY (TOP) MAIN LUGS ONLY (BOTTOM) ISOLATED GROUND BUS FUSIBLE FUSIBLE FUSIBLE

BUS RATING: 125A PHASE: 3

MAIN BREAKER: N/A WIRE: 4 SPD: TYPE 1 TYPE 2 TYPE 3

EQUIPMENT RATING: 22k AC EST. SC: 12.35KA

EST. ARC FLASH: 0.2 cal/cm²

BREAKER DESCRIPTION	AMPS	POLE	NOTE	LEFT PHASE LOAD			RIGHT PHASE LOAD			CIR. NO.	AMPS	POLE	NOTE	BREAKER DESCRIPTION
				A	B	C	A	B	C					
SPD (TYPE 1)	30	3	1	0	0	0	0	0	2	20	1		EMERGENCY LIGHTING	
				0	0	0	0	0	4	20	1		RESTROOM LTS & CO	
SPARE	20	1	5	0	0	0	0	0	6	20	1		SPARE	
SPARE	20	1	7	0	0	0	0	0	8	20	1		SPARE	
SPARE	20	1	9	0	0	0	0	0	10	20	1		SPARE	
SPARE	20	1	11	0	0	0	0	0	12	20	1		SPARE	
SPARE	20	1	13	0	0	0	0	0	14	20	1		SPARE	
SPARE	20	1	15	0	0	0	0	0	16	20	1		SPARE	
SPARE	20	1	17	0	0	0	0	0	18	20	1		SPARE	
SPARE	20	1	19	0	0	0	0	0	20	20	1		SPARE	
SPARE	20	1	21	0	0	0	0	0	22	20	1		SPARE	
SPARE	20	1	23	0	0	0	0	0	24	20	1		SPARE	
SPARE	20	1	25	0	0	0	0	0	26	20	1		SPARE	
SPARE	20	1	27	0	0	0	0	0	28	20	1		SPARE	
SPARE	20	1	29	0	0	0	0	0	30	20	1		SPARE	
SPARE	20	1	31	0	0	0	0	0	32	20	1		SPARE	
SPARE	20	1	33	0	0	0	0	0	34	20	1		SPARE	
SPARE	20	1	35	0	0	0	0	0	36	20	1		SPARE	
F-19	15	1	37	864	2184	0	0	0	38	20	1		SPARE	
F-21	15	1	37	864	2184	0	0	0	40	20	1		SPARE	
CU-19	35	2	41	0	0	0	0	0	42	20	1		TELECOMMUNICATIONS BOARD "11A"	
LEFT SUB TOTAL				864	2184	2184	RIGHT SUB TOTAL				10	216	720	
FEED-THRU TOTAL							FEED-THRU TOTAL							
TOTAL				874	2400	2904	TOTAL				874	2400	2904	
AMPS PER PHASE				7	20	24	AMPS PER PHASE				7	20	24	

ENCLOSURE:
NEMA RATING: 1

FEEDER: TOP BOTTOM

MOUNTING: FLUSH SURFACE

GENERAL NOTES:
1. LABEL PANEL WITH ENGRAVED NAME TAGS.

PANEL SCHEDULE

PANEL NAME: L0B1 VOLTS: 120/208 TYPE: BOLT ON PLUG ON BUS: COPPER BUS ALUMINUM BUS LUGS: SUB FEED LUGS (TOP) SUB FEED LUGS (BOTTOM) FEED THRU LUGS (TOP) FEED THRU LUGS (BOTTOM) MAIN LUGS ONLY (TOP) MAIN LUGS ONLY (BOTTOM) ISOLATED GROUND BUS FUSIBLE FUSIBLE FUSIBLE

BUS RATING: 125A PHASE: 3

MAIN BREAKER: N/A WIRE: 4 SPD: TYPE 1 TYPE 2 TYPE 3

EQUIPMENT RATING: 22k AC EST. SC: 10.77KA

EST. ARC FLASH: 0.1 cal/cm²

BREAKER DESCRIPTION	AMPS	POLE	NOTE	LEFT PHASE LOAD			RIGHT PHASE LOAD			CIR. NO.	AMPS	POLE	NOTE	BREAKER DESCRIPTION
				A	B	C	A	B	C					
SPD (TYPE 1)	30	3	3	0	0	0	0	0	2	20	1		EMERGENCY LIGHTING	
				0	0	0	0	0	4	20	1		RESTROOM LTS & CO	
SPARE	20	1	5	0	0	0	0	0	6	20	1		SPARE	
SPARE	20	1	7	0	0	0	0	0	8	20	1		SPARE	
SPARE	20	1	9	0	0	0	0	0	10	20	1		SPARE	
SPARE	20	1	11	0	0	0	0	0	12	20	1		SPARE	
SPARE	20	1	13	0	0	0	0	0	14	20	1		SPARE	
SPARE	20	1	15	0	0	0	0	0	16	20	1		SPARE	
SPARE	20	1	17	0	0	0	0	0	18	20	1		SPARE	
SPARE	20	1	19	0	0	0	0	0	20	20	1		SPARE	
SPARE	20	1	21	0	0	0	0	0	22	20	1		SPARE	
SPARE	20	1	23	0	0	0	0	0	24	20	1		SPARE	
SPARE	20	1	25	0	0	0	0	0	26	20	1		SPARE	
SPARE	20	1	27	0	0	0	0	0	28	20	1		SPARE	
SPARE	20	1	29	0	0	0	0	0	30	20	1		SPARE	
SPARE	20	1	31	0	0	0	0	0	32	20	1		SPARE	
SPARE	20	1	33	0	0	0	0	0	34	20	1		SPARE	
SPARE	20	1	35	0	0	0	0	0	36	20	1		SPARE	
F-21	15	1	37	864	2184	0	0	0	38	20	1		SPARE	
CU-21	35	2	41	0	0	0	0	0	42	20	1		TELECOMMUNICATIONS BOARD "11C"	
LEFT SUB TOTAL				864	2184	2184	RIGHT SUB TOTAL				10	216	720	
FEED-THRU TOTAL							FEED-THRU TOTAL							
TOTAL				874	2400	2904	TOTAL				874	2400	2904	
AMPS PER PHASE				7	20	24	AMPS PER PHASE				7	20	24	

ENCLOSURE:
NEMA RATING: 1

FEEDER: TOP BOTTOM

MOUNTING: FLUSH SURFACE

GENERAL NOTES:
1. LABEL PANEL WITH ENGRAVED NAME TAGS.

PANEL SCHEDULE

PANEL NAME: L0A1 VOLTS: 120/208 TYPE: BOLT ON PLUG ON BUS: COPPER BUS ALUMINUM BUS LUGS: SUB FEED LUGS (TOP) SUB FEED LUGS (BOTTOM) FEED THRU LUGS (TOP) FEED THRU LUGS (BOTTOM) MAIN LUGS ONLY (TOP) MAIN LUGS ONLY (BOTTOM) ISOLATED GROUND BUS FUSIBLE FUSIBLE FUSIBLE

BUS RATING: 125A PHASE: 3

MAIN BREAKER: N/A WIRE: 4 SPD: TYPE 1 TYPE 2 TYPE 3

EQUIPMENT RATING: 10k AC EST. SC: 6.04KA

EST. ARC FLASH: 6.8 cal/cm²

BREAKER DESCRIPTION	AMPS	POLE	NOTE	LEFT PHASE LOAD			RIGHT PHASE LOAD			CIR. NO.	AMPS	POLE	NOTE	BREAKER DESCRIPTION
				A	B	C	A	B	C					
SPD (TYPE 1)	30	3	3	0	0	0	0	0	2	20	1		EMERGENCY LIGHTING	
				0	0	0	0	0	4	20	1		RESTROOM LTS & CO	
SPARE	20	1	5	0	0	0	0	0	6	20	1		SPARE	
SPARE	20	1	7	0	0	0	0	0	8	20	1		SPARE	
SPARE	20	1	9	0	0	0	0	0	10	20	1		SPARE	
SPARE	20	1	11	0	0	0	0	0	12	20	1		SPARE	
SPARE	20	1	13	0	0	0	0	0	14	20	1		SPARE	
SPARE	20	1	15	0	0	0	0	0	16	20	1		SPARE	
SPARE	20	1	17	0	0	0	0	0	18	20	1		SPARE	
SPARE	20	1	19	0	0	0	0	0	20	20	1		SPARE	
SPARE	20	1	21	0	0	0	0	0	22	20	1		SPARE	
SPARE	20	1	23	0	0	0	0	0	24	20	1		SPARE	
SPARE	20	1	25	0	0	0	0	0	26	20	1		SPARE	
SPARE	20	1	27	0	0	0	0	0	28	20	1		SPARE	
SPARE	20	1	29	0	0	0	0	0	30	20	1		SPARE	
SPARE	20	1	31	0	0	0	0	0	32	20	1		SPARE	
SPARE	20	1	33	0	0	0	0	0	34	20	1		SPARE	
SPARE	20	1	35	0	0	0	0	0	36	20	1		SPARE	
F-19	15	1	37	864	2184	0	0	0	38	20	1		SPARE	
CU-19	35	2	39	0	0	0	0	0	40	20	1		SPARE	
				41					42	20	1		TELECOMMUNICATIONS BOARD "11A"	
LEFT SUB TOTAL				864	2184	2184	RIGHT SUB TOTAL				10	216	720	
FEED-THRU TOTAL							FEED-THRU TOTAL							
TOTAL				874	2400	2904	TOTAL				874	2400	2904	
AMPS PER PHASE				7	20	24	AMPS PER PHASE				7	20	24	

ENCLOSURE:
NEMA RATING: 1

FEEDER: TOP BOTTOM

MOUNTING: FLUSH SURFACE

GENERAL NOTES:
1. LABEL PANEL WITH ENGRAVED NAME TAGS.

PANEL SCHEDULE

PANEL NAME: L0B2 VOLTS: 120/208 TYPE: BOLT ON PLUG ON BUS: COPPER BUS ALUMINUM BUS LUGS: SUB FEED LUGS (TOP) SUB FEED LUGS (BOTTOM) FEED THRU LUGS (TOP) FEED THRU LUGS (BOTTOM) MAIN LUGS ONLY (TOP) MAIN LUGS ONLY (BOTTOM) ISOLATED GROUND BUS FUSIBLE FUSIBLE FUSIBLE

BUS RATING: 125A PHASE: 3

MAIN BREAKER: N/A WIRE: 4 SPD: TYPE 1 TYPE 2 TYPE 3

EQUIPMENT RATING: 22k AC EST. SC: 13.31KA

EST. ARC FLASH: 0.2 cal/cm²

BREAKER DESCRIPTION	AMPS	POLE	NOTE	LEFT PHASE LOAD			RIGHT PHASE LOAD			CIR. NO.	AMPS	POLE	NOTE	BREAKER DESCRIPTION
				A	B	C	A	B	C					
SPD (TYPE 1)	30	3	3	0	0	0	0	0	2	20	1		EMERGENCY LIGHTING	
				0	0	0	0	0	4	20				

MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

PIH

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(208) 725-0972 fax
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8610 South Sandy Parkway, Suite #200
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(801) 568-8012 tel.
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MASTER ELECTRICAL SPECIFICATION

GENERAL PROVISIONS

- The Architectural General and Special Conditions for the work of this project shall be part of the Electrical Specifications. The Electrical Contractor shall examine the General and Special Conditions before submitting a proposal.
- The General Contractor shall be responsible for all of the work included in this section. The delegation of this work to the Electrical Contractor shall not relieve the Electrical Contractor of responsibility. The Electrical Contractor and subcontractors who perform work under this section will be responsible to the General Contractor.
- The intent of the repetition of paragraphs under the General or Special Conditions is to call particular attention to them, and it is not intended nor shall it be assumed that any other parts of the General or Special Conditions have been omitted if not repeated herein.
- The naming of a manufacturer or brand with catalog number or other product identification without the words "or equivalent" in the specifications shall indicate that it is the only product approved for purchase. If the words "or equivalent" are used in the specification, they shall be interpreted as establishing a quality or performance standard for the material or product to be purchased. This shall indicate that the Electrical Contractor is not restricted to the use of the named and identified product if a substitute approved by the Architect/Engineer is available. However, where a substitution is requested, it will be permitted only with the written approval of the Architect/Engineer. No substitute material or product shall be ordered, fabricated, shipped, or processed in any manner prior to the approval of the Architect/Engineer. The Electrical Contractor shall assume all responsibility for additional expenses as required to make changes from the original material or product specified. If a notice of substitution is not furnished to the Architect/Engineer within fifteen (15) days after the General Contract is awarded, then the materials or products named in the specification shall be purchased and used.
- The Electrical Contractor shall furnish and present five (5) copies of all electrical drawings, brochures, and installation instructions relating to specified equipment, wiring devices, and accessories to the Architect/Engineer for approval and shall furnish and present five (5) copies of a schedule of the manufacturers of all items for which shop drawings or brochures are not presented. No equipment shall be ordered, purchased, or installed prior to the approval of shop drawings, brochures, installation instructions, and schedules. Approval by the Architect/Engineer is intended to establish conformance with the project design concept and the requirements of the drawings and specifications.
- The Electrical Contractor shall examine the drawings of all trades whose work relates to or is dependent on electrical work to become fully informed of the extent and character of their specified work and be able to coordinate it while avoiding possible interference with the electrical work.
- Before submitting the bid, the Electrical Contractor shall visit the site and examine all adjoining existing buildings, equipment, and space conditions which he or her work in any way dependent to anticipate any possible space restrictions or conditions that could affect timely completion of the electrical work in accordance with the intent of the specifications and drawings. The Electrical Contractor shall report to the Architect/Engineer any conditions that might prevent the specified electrical work from being performed in the manner intended. No consideration or allowance will be granted to the Electrical Contractor for failure to visit the project site, or for any alleged misunderstanding of the materials to be furnished or work to be done.

ELECTRICAL DRAWINGS AND SYMBOLS

- The Electrical Drawings are diagrammatic and indicate the general locations of all materials, equipment, luminaires, and wiring devices. These drawings shall be followed as closely as practical. The Electrical Contractor shall coordinate the work under this section with the architectural, plumbing, heating and air conditioning, and other trade drawings for the exact dimensions, clearances, and routing in locations. The Electrical Contractor shall cooperate with the other trades if field adjustments are required to accommodate the work of others.
- The drawings and specifications are complementary, each to the other, and the work required by either shall be included in the Contract as called for by both.
- If directed by the Architect/Engineer, the Electrical Contractor shall, without an extra charge, make reasonable modifications in the layout as needed to prevent conflict with the work of other trades or for the workmanlike execution of the work specified.
- The standard or modified electrical symbols used on the drawings for the project are identified in a Master Symbol List in the specifications and they are also identified where used on the drawings. Not all symbols will appear on any one drawing and some symbols may not be used at all.

WORK INCLUDED

- The work consists of the furnishing and installing of a complete exterior and interior electrical system. The Electrical Contractor shall provide all supervision and labor, and furnish and install all materials, equipment, wiring devices, and all other fixtures and fittings as indicated on the drawings and as necessary to complete the system.
- The intent of the specifications and drawings is to call for finished work that has been tested to demonstrate that it is operational.
- Any apparatus, appliance, material, or work not shown on the drawings but called out in the specifications, or vice versa, or any incidental accessories necessary to complete the work in all respects and make it ready for operation, even if not specifically specified, shall be furnished, delivered, and installed by the Electrical Contractor without additional expense to the Owner.
- Minor details not usually shown or specified, but necessary for the proper installation and operation of a system or equipment, shall be included in the Electrical Contractor's estimate, as if specified herein or shown.
- With submission of the bid, the Electrical Contractor shall give written notice to the Architect/Engineer of any necessary items or work that have been omitted from the drawings or specifications. In the absence of such written notice, it is mutually agreed that the Electrical Contractor has included the cost of all required items in his or her proposal, and that the Electrical Contractor will be responsible for the approved satisfactory functioning of the entire system without extra compensation.

WORK NOT INCLUDED

- The furnishing, installing, and wiring of equipment and controls that shall be performed by others as follows:
 - Heating, ventilating, and air conditioning equipment, and electrically powered or driven major appliances requiring permanent installation, unless otherwise indicated, shall be furnished and installed by others but connected by the Electrical Contractor at the locations indicated on the drawings.

CODES AND FEES

- All materials and workmanship shall comply with all applicable codes, state laws, local ordinances, industry standards, and electric utility and insurance carrier requirements.
- In case of conflict between all applicable code, state law, local ordinances, industry standards, and insurance carrier and electric utility requirements, the Electrical Contractor shall bear all costs related to the correction of any such conflict.
- Noncompliance: Should the Electrical Contractor perform any work that does not comply with all applicable codes, state laws, local ordinances, industry standards, and insurance carrier and electric utility specifications, the Electrical Contractor shall bear all costs related to the correction of any such noncompliance.
- Applicable codes, standards, and specifications shall include, but not be limited to, the building codes and industry standards, codes, and specifications listed below:
 - Building Codes
 - National Building Code
 - Local Building Codes
 - Insurance Electrical Code (IEC)
 - State Electrical Codes
 - Local Municipal Electrical Codes
 - Industry Standards, Codes, and Specifications
 - AMCA—Air Moving and Conditioning Association
 - ANSI—American National Standards Institute, Inc.
 - ASHRAE—American Society of Heating, Refrigeration, and Air Conditioning Engineers
 - ASME—American Society of Mechanical Engineers
 - ASTM—American Society for Testing and Materials
 - EIA—Electronic Industries Association
 - IEEE—Institute of Electrical and Electronic Engineers
 - IECEA—Insulated Power Cable Engineers Association
 - NEC—National Electrical Code (NFPA No. 70-2003)
 - NEMA—National Electrical Manufacturers Association
 - NFPA—National Fire Protection Association, Inc.
 - OSHA—Occupational Safety and Health Administration
 - UL—Underwriters' Laboratories Inc.

BASIC ELECTRICAL MATERIALS AND WIRING DEVICES

General

- All wire, cable, conduit, conduit fittings, cabinets, panel boxes, wiring devices, and miscellaneous hardware and fittings shall be new and undamaged, and bear the UL label where applicable, and be as specified for use in each specific location.
- Samples of specific wire, cable, conduit, fittings, cabinets, panels, and boxes procured for use shall be made available to the Architect/Engineer for approval when requested.
- Equipment Finish: All factory finished electrical boxes, cabinets, and panelboards shall be furnished in the manufacturer's standard color and finish. The Electrical Contractor shall modify exposed unguaged electrical equipment, except conduit, and those factory finished cabinets and panelboards that are to be painted can be cleaned, primed as required, and finish-painted in the colors selected by the Owner in accordance with the Finishing Section of these specifications.

Conduit

- Rigid steel conduit shall be used for service entrance and main feeders, and branch circuits where shown on the drawings and in the specifications. Rigid steel conduit shall be made from low-carbon steel that has been hot-dip galvanized inside and outside, and the ends shall be threaded to accept threaded fittings. Other conduit shall be substituted if approved by the Architect/Engineer. All conduit shall be UL approved.
- Electrical metallic tubing (EMT) may be used for branch circuits and raceways other than for service entrance and main feeders, unless prohibited by the NEC or local ordinances. All EMT shall be UL-approved, pressure-connected type, and galvanized inside and outside, and shall comply with ASA A83.3 for zinc-coated EMT with fittings of the same type, composition, and finish.
- Conduit diameters shall be as indicated on the drawings, or as stated in the schedules in the current NEC. Provision shall be made for including a green insulated grounding conductor where specified or as shown on the drawings.
- Conduit fittings shall be appropriate for each application, and shall be manufactured by Allied Tube and Conduit or approved equal.
- All conduit joints shall be cut square, threaded, reamed smooth, and drawn up tight. Bends or offsets shall be made with an approved bender or hickey, or hot-type conduit fittings. The number of bends per run shall conform to those stated in the current NEC.
- Concealed conduit systems shall be run in a direct line with long sweeps bends and offsets. Exposed conduit runs shall be parallel to and at right angles to building lines, using conduit fittings for all turns and offsets.
- Transitions between nonmetallic conduits and metallic conduits shall be made with the manufacturer's standard adapters made for this purpose.
- Exposed conduit shall be securely fastened in place on maximum eight foot intervals. Hangers, supports, or fasteners shall be provided at each elbow and at the end of each straight run terminating at a box or cabinet. Only crisscrossing and fittings designed specifically for the type of conduit procured shall be used. The conduit shall be supported by corrosion-resistant straps and clips.
- Conduit systems shall be installed in accordance with the current NEC to provide a continuous bond throughout the system in a neat, workmanlike manner.

Wire and Cables

- All wire and cable shall meet all applicable specifications and standards and shall conform with the current edition of the NEC. Insulated wire shall have information including but not limited to gauge, voltage rating, insulation type, temperature rating, sheath type, permissible location, and manufacturer's name, as applicable to the type, permanently marked on the outer covering at regular intervals not exceeding 4 feet. Cable shall have information including but not limited to type, style, voltage rating, number of conductors, ground conductors, maximum voltage, listing, and weight resistance, as applicable to the type, permanently marked on the outer covering at regular intervals not exceeding 4 feet. Wire and cable shall be delivered in complete coils or reels with identifying tags stating the gauge and type of insulation.
- Wire and cable shall be suitably protected from weather and other damage during storage and handling, and shall be in pristine condition after installation.
- Conductors shall be soft-drawn copper conforming to ASTM B3 for solid wire and ASTM B8 for stranded wire. Stranded wire shall be No. 6 American Wire Gauge (AWG) and larger, and solid wire shall be No. 8 AWG and smaller.
- Wire and cable shall be factory color-coded with a separate color for each phase and a neutral color used consistently throughout the system, as required by the current NEC.
- 40 conductors shall be rated for 600 volts, unless otherwise specified or shown on the drawings, or for electronic or communication use.
- Conductors for lighting, receptacles, and power branch circuits, feeders, and sub-feeders shall be Type THHW flame retardant, moisture- and heat-resistant, thermoplastic insulated.
- Conductors for feeders and subfeeders shall be Type THWN flame retardant, moisture-resistant, thermoplastic insulated.
- Branch circuits containing all electric heating elements such as electric duct coils, baseboard radiation, and cabinet unit heaters shall be Type THHN flame retardant, heat-resistant, thermoplastic insulated with a maximum operating temperature of 90 degrees C (194 degrees F).
- Underground feeder and branch circuit wire for direct burial in earth or in conduit shall be Type UF for use in wet or dry locations.
- Wire and cable shall be as manufactured by Southwire or approved equal.

Wire Connections

- Joints in branch circuits shall be made only where such circuits divide as indicated on the drawings and shall consist of one through circuit to which the branch from the circuit shall be spliced. Joints in branch circuits shall not be made by future hangers. No splices shall be made in conductors except at outlet, junction, or splice boxes.
- All joints or splices for No. 10 AWG conductors or smaller shall be made with UL-approved wire nuts or compression-type connectors.
- All joints or splices for No. 8 AWG or larger conductors shall be made with a mechanical compression connector. After the conductors have been made mechanically and electrically secure, the entire joint or splice shall be covered with 3M Scotch brand No. 33 tape, or approved equal, to make the insulation value at the joint or splice equal to the insulation value of the conductors. The connectors shall be UL approved.

Junction and Pull Boxes

- The Electrical Contractor shall furnish and install all junction and pull boxes to provide access points for pulling and feeding conductors into a raceway system. They shall be used in conduit runs where the number of bends exceeds the maximum number permitted by the current NEC. Junction and pull boxes shall be located as shown on the drawings in the sizes indicated in the junction and pull box schedule.
- Junction and pull boxes and their covers shall be formed from sheet steel and shall have widths, heights, and depths as shown on the drawing or junction and pull box schedules and shall be finished in gray enamel paint. Boxes without hinged covers shall include covers with attached screws.
- Junction and pull boxes shall be in industry standard sizes as manufactured by _____ or approved equivalent.

Outlet Boxes

- Outlet boxes with the correct fitting for the application shall be located at each conductor splice point, at each outlet, switch point, or junction point, and at each pull point for the connection of conduit and other raceways. They shall also be located at all transitions from conduit to open cables. All outlet boxes for concealed wiring shall be made from galvanized- or cold-rolled-plate sheet steel, and they shall have a depth of at least 1.5 inches, whether single or ganged. The boxes shall be large enough to accommodate the number of wiring devices and conductors as specified in the fill schedule of the current NEC. The depths, clamps, and number of knockouts shall be as specified in the outlet box schedule.
- Rectangular 3- by 2-inch metal boxes shall be used for installing single switches or duplex receptacles, as specified or shown on the drawings. Two compatible boxes may be ganged together to accept two switches or two duplex receptacles at a single location or as specified or shown on the drawings.
- Square 4- by 4-inch or 4 1/2-by 4 1/2-inch metal boxes shall be used for installing two switches or two duplex receptacles at a single location or as specified or shown on the drawings.
- Octagonal 4- by 4-inch metal boxes shall be used for containing and protecting wire connections for ceiling- or wall-mounted luminaires as specified or shown on the drawings. The Electrical Contractor shall furnish all required telescoping metal braces, hickey, covers, and miscellaneous hardware, as required.
- Round ceiling metal pan boxes with diameters of 36 inches shall be used for containing and protecting wire connections for ceiling- or wall-mounted luminaires as specified or shown on the drawings. The Electrical Contractor shall furnish all hickey, covers, clamps, and miscellaneous clamps, as required.
- Telephone and communication boxes shall be as specified or shown on the drawings.
- Outlet boxes shall be in industry standard sizes as manufactured by Thomas & Betts, or approved equivalent.

Wiring Devices

- The wiring devices listed below by manufacturer and catalog number indicate the quality and specification grade required. In the judgment of the Electrical Contractor, wiring devices manufactured in the same style and dimensions that comply with the same tests and codes may be used without approval by the Architect/Engineer. It cites where a device is specified with only one manufacturer and catalog or part number and without the phrase "or equivalent," substitutions shall be made only with the approval of the Architect/Engineer.
 - Wall-Mounted Switches. Where more than one flush wall switch is indicated in the same location, the switches shall be mounted in gangs under a common wallplate.

Single-Pole Switch, 20A, 120/277V	Leviton 5621 or equivalent
Two-Pole Switch, 20A, 120/277V	Leviton 5622 or equivalent
Three-Way Switch, 20A, 120/277V	Leviton 5623 or equivalent
Four-Way Switch, 20A, 120/277V	Leviton 5624 or equivalent
 - Wall-Mounted Receptacles. Where more than one flush wall-mounted receptacle is indicated in the same location, the receptacles shall be mounted in gangs under a common wallplate.

Single Receptacle, 20A, 120V	Leviton 36341 or equivalent
Duplex Receptacle, 15A, 120V, 1R	Leviton DR155 or equivalent
Duplex Receptacle, 20A, 120V	Leviton 36342 or equivalent
Duplex Receptacle (PFC), 20A, 120V	Leviton N7899 or equivalent
Duplex Receptacle (WPFC), 20A, 120V	Leviton W7899 or equivalent
Duplex Receptacle (USB), 20A, 120V	Leviton T5832 or equivalent

The following wiring devices are specified by only one manufacturer and catalog number; substitutions may be made only with the approval of the Architect/Engineer.

- Motion Sensor (Wall) Sensor Switch WSD-PDT 9 or equivalent
- Motion Sensor (Ceiling) Sensor Switch CMB-PDT 9 or equivalent
- Motion Sensors with Day-Lighting (Ceiling) Sensor Switch CMP-PDT 9-ADC or equivalent
- The Electrical Contractor shall furnish and install appropriate wallplates for all receptacles, switches, control devices, communications, and telephone outlets.
 - The warehouse wallplates shall be made of stainless steel with a brushed finish.
 - The office wallplates shall be made of nylon with a satin finish, and shall be the color specified by the architect in one of the standard colors.
 - Special markings shall be as indicated on the drawings or in the specifications.
- Where wiring devices are installed in outlet boxes exposed to weather, the boxes, wallplates, and covers shall be approved by the Architect/Engineer for those locations.

Electrical Identification

- The Electrical Contractor shall maintain accurate records of all deviations in work as installed from work specified on the drawing or in the specifications. On completion of the project, two (2) complete sets of marked-up prints showing these deviations shall be delivered to the Architect/Engineer.

SERVICE AND DISTRIBUTION

General

- The Electrical Contractor shall furnish and install an electric service entrance, related distribution equipment, and an approved grounding system as shown on the drawings, and schedules shall comply with the current NEC, local and state building and electric codes, and electric utility specifications.
- The Electrical Contractor shall furnish and install all required conduit, cable, and watt-hour meter and base provided by the Electric Utility and all equipment required by the Electric Utility for secondary service from the point of attachment to the main service panel.
- The Electrical Contractor shall furnish and install a proper electrical ground as shown on the drawings that makes the approved connections to suitable metallic cold water piping and a properly driven approved ground rod or rods as specified by the NEC or local electric codes, whichever is more stringent.
- The conduct used for the service entrance shall be rigid, galvanized steel conduit unless otherwise indicated on the drawings.
- The conductors for the service entrance shall be copper Type RHW-2 or THW-2 rated at 194 degrees F (90 degrees C), unless otherwise noted.

Underground Service Connection

- Where the Electric Utility's distribution facilities are in a zoned underground or network area, it will install, own, and maintain, at its own expense, the necessary cable system from the underground distribution line which is part of its distribution system to the Owner's point of service connection.
- The Electrical Contractor shall contact the Electric Utility and determine the cable and conduit to be installed by the Electric Utility and the limits of its installation, ownership, and maintenance responsibilities. The Electrical Contractor shall also determine the Electric Utility's recommended position for a service entrance, as necessary, where the utility is to be made.
- The Electrical Contractor shall furnish the matching cable and conduit necessary to extend the service lateral from the service end box to the main disconnect inside the project building, as indicated in the drawings and specifications. The Owner shall maintain at his or her own expense the required service lateral from this point to his or her main disconnect.
- Unless otherwise specified, the service lateral shall be three insulated conductors buried in a trench 2 to 4 feet deep below finished grade and a minimum of 4 inches wide.
- The Electrical Contractor shall mount the watt-hour meter and base plumb and level at the distance above the finished grade specified or shown on the drawings, or 200 inches above service, the service entrance conduit shall be 2-inch galvanized steel pipe threaded into the meter base. Raintight threaded flange conduit connectors shall be located as shown on the drawings, and the metal conduit shall be strapped to the supporting wall with conduit straps not more than 54 inches apart.

Service Entrance

- The Electrical Contractor shall provide a service entrance system as shown on the drawings and described in the specifications. The Electrical Contractor shall calculate and verify the electrical demand requirements for the building prior to the installation of electric service.
- The electrical systems shall be a 277/480-volt, 60-Hertz, Three-phase, Four-wire service.

Grounding

- Unless otherwise specified or determined by local building code, the Electrical Contractor shall measure ground resistance with an approved Megger ground-resistance tester to determine the requirement for more than one ground rod as specified in the current NEC.
- In addition to the ground rod(s), the Electrical Contractor shall make approved connections to one other earth ground, a metal cold water pipe or as approved by the NEC. If no one shall be used as an earth ground. The grounding wire shall be at least No. 6 AWG copper protected by PVC conduit if exposed above ground at any outside location. All ground clamps shall be approved for the intended purpose.
- If a second ground rod is specified, it shall be separated at least 6 feet from the first, assuming vertical orientation of the rods.

Branch-Circuit Panelboards

- Lighting and appliance branch-circuit panelboards shall be made from cold-rolled steel and shall be finish painted in the manufacturer's color. It shall consist of three main parts: front cover, inner cover, and backpan built to accept bolt on molded branch circuit breakers.
- The branch-circuit panelboard shall be equipped with gasketed hot buses with sufficient slots to accept the number and type of circuit breakers specified for the project and have room to spare for later expansion. The back pan shall contain a rail for effective clamping of all circuit breakers. The parallel neutral/ground buses shall be made from solid, rectangular copper alloy with screw-type terminals. The backpan shall be large enough to provide adequate gutter space around the busbars for the anticipated wire fill. It shall have sufficient knockouts for the number and position of cables specified. The front cover shall be provided with a secure latch and concealed hinges.
- The branch-circuit panelboard shall be UL listed for indoor applications, bear the UL label, and meet NEMA and ANSI requirements. It shall also conform to the current NEC for switchboards and panelboards and the insertion of overcurrent devices.
- The branch-circuit panelboard shall be NEMA Type 1, unless noted otherwise, and as manufactured by Cutler-Hammer, Siemens, GE, Square-D or approved equivalent, and shall be fully assembled with all hot and neutral/ground buses, gutter posts, tie bar, and other ancillary fittings. It shall be durably marked in accordance with the current NEC.
- The Electrical Contractor shall make every reasonable effort to balance the load to the satisfaction of the Electric Utility. The Electrical Contractor shall complete the panelboard directory on the inner face of the front cover legibly to identify all circuits in a permanent manner, as approved by the Owner.

Overcurrent Protective Devices

- The Electrical Contractor shall furnish and install, where indicated on the drawing or as required by the current NEC, main and branch circuit breakers. The breakers shall be capable of manual operation and opening all poles simultaneously. The tripping mechanism shall operate thermally, magnetically, or both, shall open instantaneously on short circuits, and have a time delay on overcurrent. The circuit breakers shall be of the type shown on the drawings or called out in the protective device schedule.

Lighting

- The Electrical Contractor shall furnish, install, and wire all permanent luminaires as shown on the drawings or as listed in the luminaire schedule and shall install all required lamps, wires, inflectors, protective covers, and decorative components.
- Luminaires shall be by the type, and sizes, with the specified lamping, in the wattage ratings, shown on the drawings or as listed in the luminaire schedule. The Electrical Contractor may furnish luminaires that meet current commercial electrical and mechanical standards for quality and the specified illumination requirements as listed in the luminaire schedule from the product selections of different manufacturers. However, at the Architect/Engineer's request, the Electrical Contractor shall submit for approval one sample of each luminaire specified.
- If a luminaire is specified only by a single manufacturer and model number for reasons of appearance, style, or specialized function, and that product is not available commercially, the Electrical Contractor may make a reasonable substitution only with the approval of the Architect/Engineer.
- The material and workmanship of the luminaires shall be quality products in accordance with commercial standards. By mutual agreement with the Electrical Contractor, the Owner reserves the right to request replacements for any luminaire furnished that is damaged, defective, or poorly finished or otherwise fails to meet the accepted commercial quality standards for that grade or product, provided that the Electrical Contractor is notified prior to the installation of said luminaire.
- The Electrical Contractor shall assemble custom-made luminaires furnished disassembled by others following approved assembly instructions and/or shop drawings, and install and wire them where and as specified.
- The Electrical Contractor shall coordinate the furnishing and installation of luminaires with the completion of the project to avoid interference with the work of other trades, unless otherwise required by the specifications. The Electrical Contractor shall keep all luminaires delivered to the job site in their protective cartons or packages to protect them from dust or damage prior to installation.

Lamps

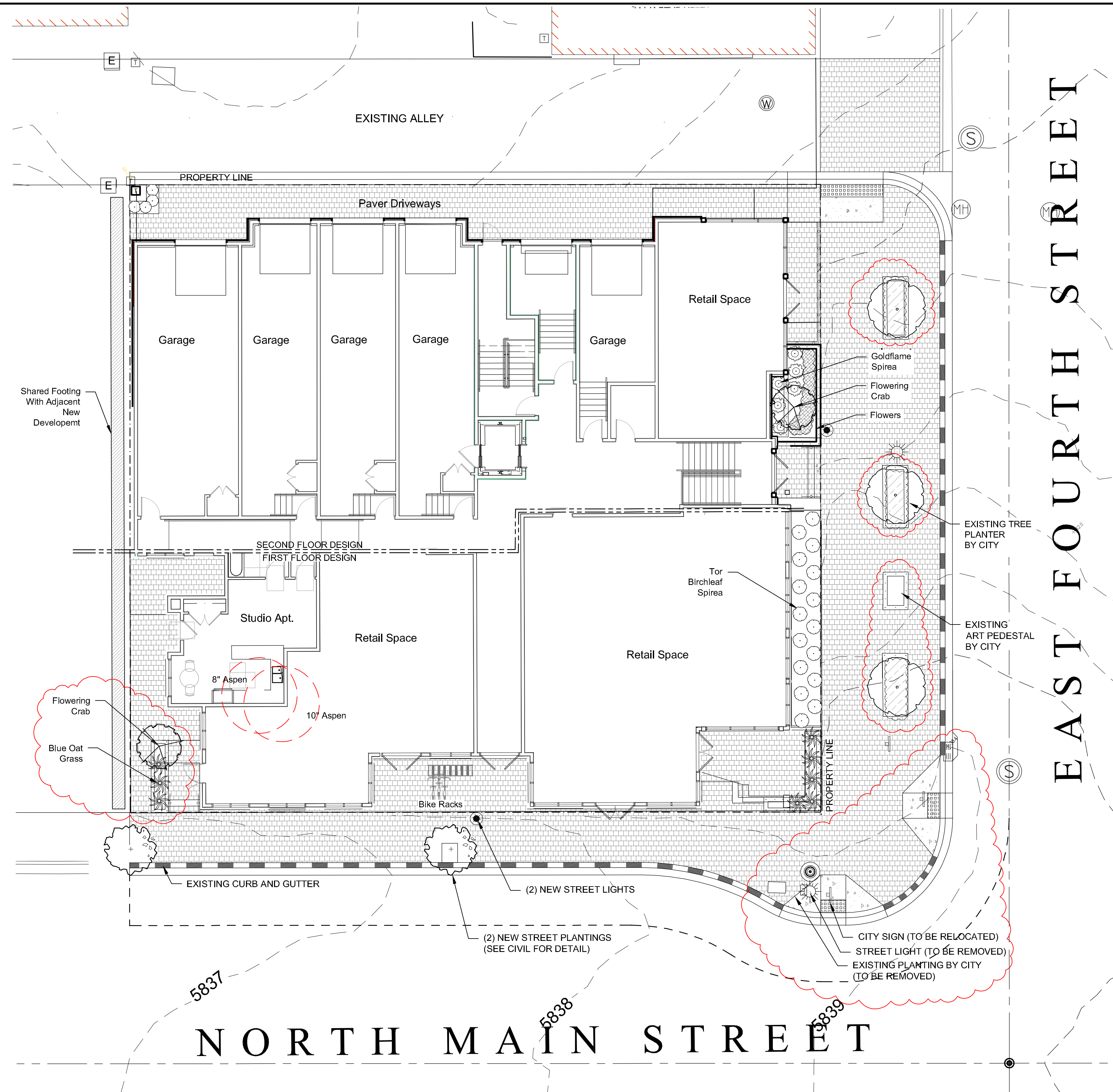
- All luminaires shall be lamped as indicated on the lighting fixture schedule. All lamps shall be new and unused and shall have the style, shape, special properties, wattage ratings, and spectral color specified. Lamps installed shall not exceed the wattage ratings recommended by the luminaire manufacturer. All fluorescent lamps shall be matched with the appropriate electronic or magnetic ballast, as recommended by the luminaire manufacturer. Lamps shall be purchased from recognized commercial manufacturers or vendors.

- At the time of the acceptance of the building, the Electrical Contractor shall have all luminaires lamped, cleaned, and assembled with all reflectors, sockets, or light shields, and be prepared to demonstrate their proper operation to the satisfaction of the Architect/Engineer and Owner.

ELECTRICAL SPECIFICATIONS

Date:	10-25-2022	Project No.:	01-0082-2021
Scale:	SEE PLAN	CAD File Name:	
Design:	JWT	Checked:	JWT
Sheet No.:			

E901



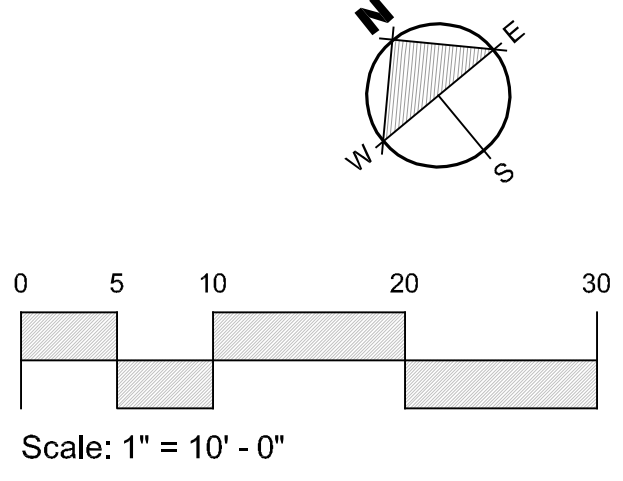
NOTE:
Per Ketchum Code,
Two Trees To Be
Removed Will Be
Replaced With Two
New Trees On Site.

NORTH MAIN STREET

Plan Legend	
	Property Line
	Utilities
	Light Post
	Side Walk Pavers
	Concrete

Existing Tree Legend	
	Existing Deciduous Tree (To Be Removed)
	Existing Deciduous Street Tree
	Existing Street Planting

Plant Legend			
Symbol	Qty.	Species	Size
	2	Autumn Blaze Maple	3" Cal
	2	Flowering Crab	3" Cal
	6	GoldFlame Spirea	5 Gal.
	18	Tor Birchleaf Spirea	5 Gal.
	9	Blue Oat Grass	5 Gal.
	60 sq.ft.	Groundcover/ Kinnikinnick	1 Gal.



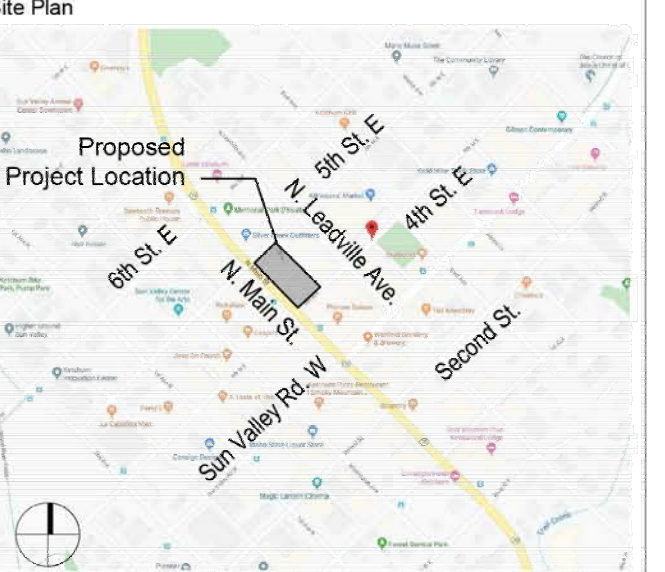
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

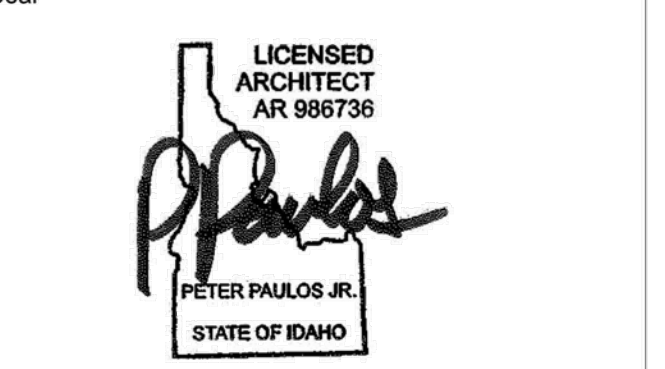
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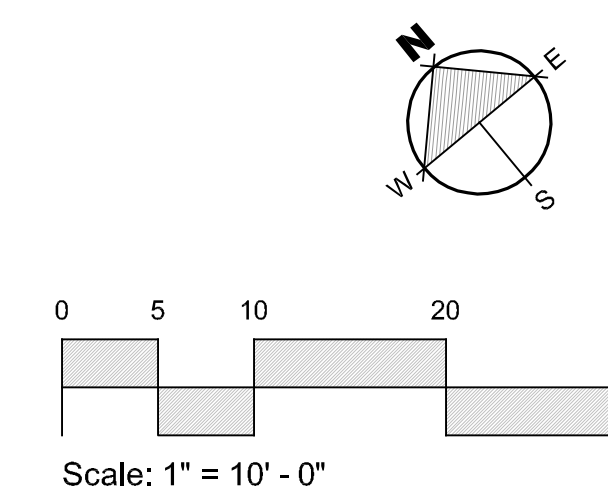
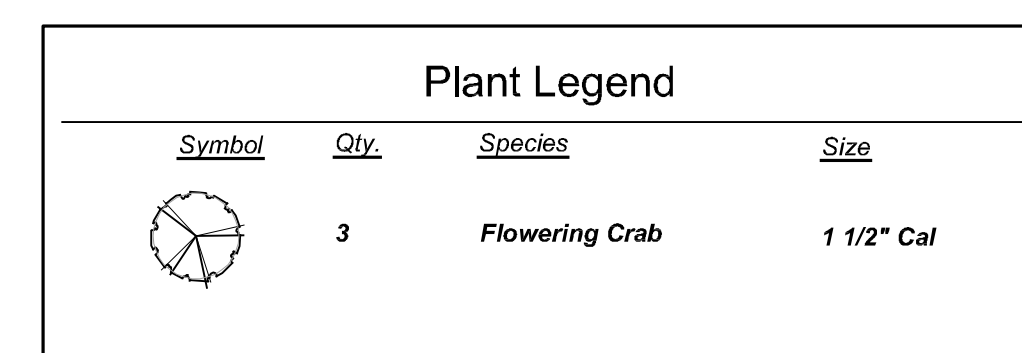
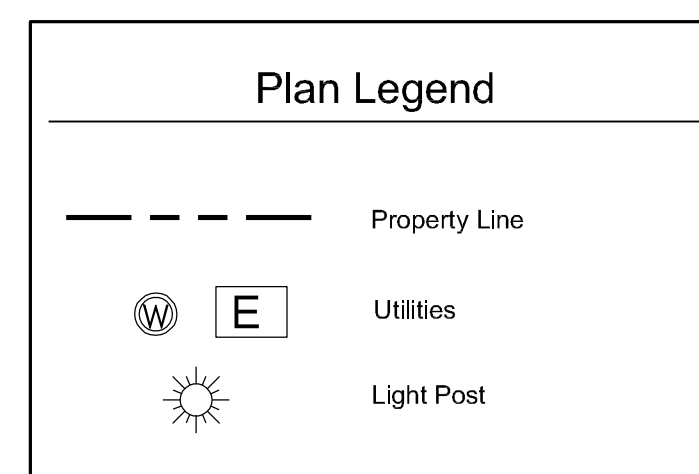
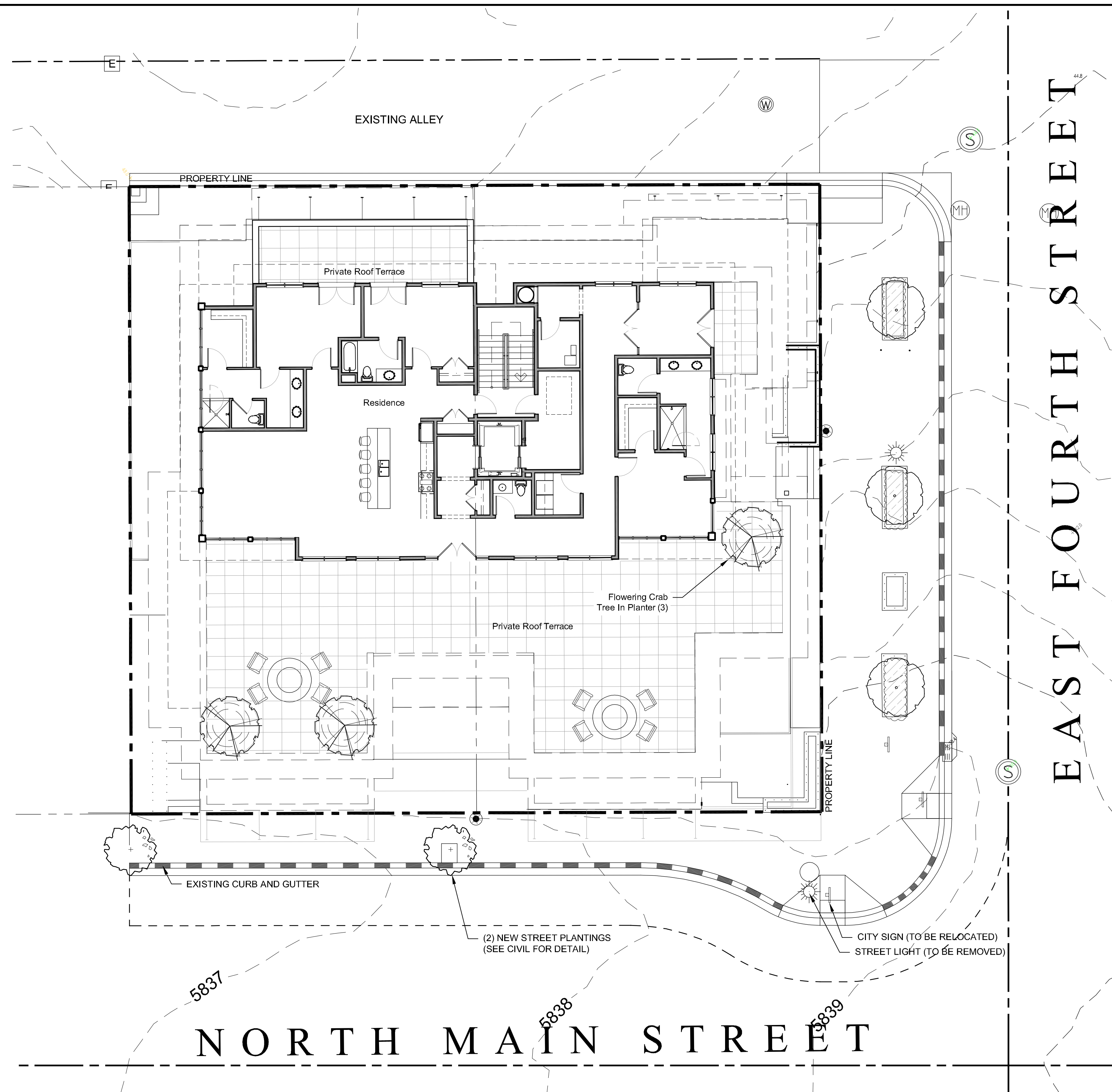
EGGERS ASSOCIATES S.F.A.
landscape architecture
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T (208) 725-0988
F (208) 725-0972



Revisions		
No.	Date	Issue
4.	2020/05/12	GRADING COORDINATION
5.	2020/05/14	COMMISSION RESUBMISSION
6.	2021/12/23	RVSD
7.	2022/02/24	RVSD
8.	2022/06/03	RVSD
9.	2022/09/09	RVSD
9.	2023/01/31	RVSD

Landscape Plan Level 01 & 02

Date: 01/31/23 Project No.: 20-001
Scale: 1" = 10' CAD File Name:
Design: Checked
Sheet No.:



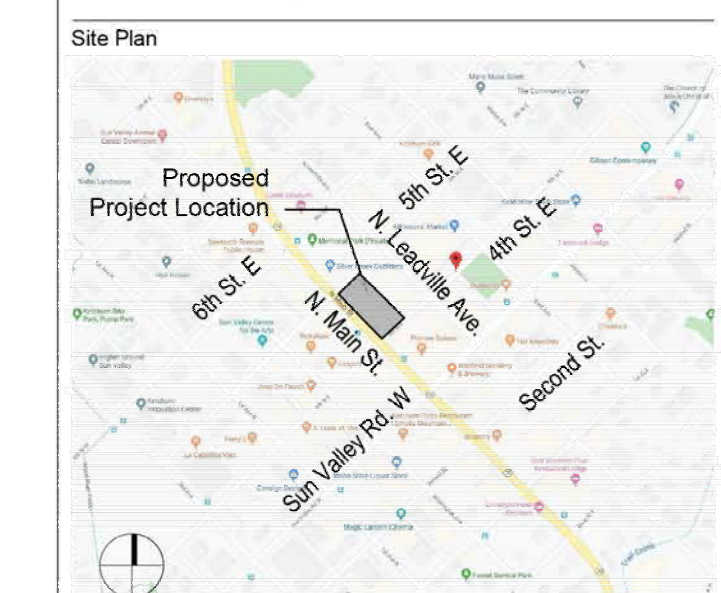
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

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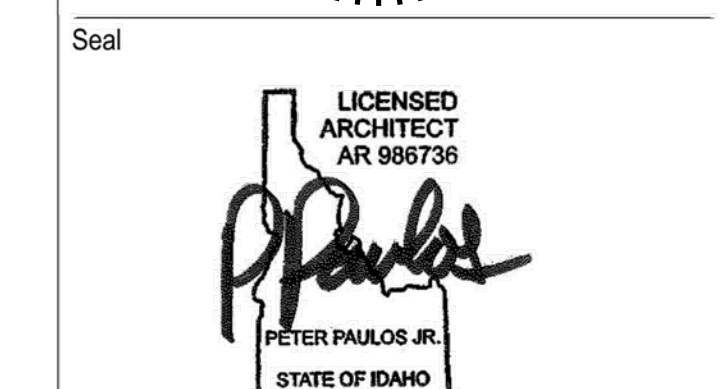
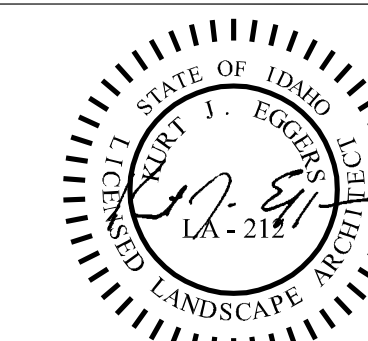
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landscape architecture

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Revisions

No.	Date	Issue
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8.	2022/06/03	RVSD
9.	2022/09/09	RVSD
9.	2023/01/31	RVSD

Landscape Plan Level 04

Date: 01/31/23 Project No.: 20-001
Scale: 1" = 10' CAD File Name:
Design: Checked: Sheet No.:

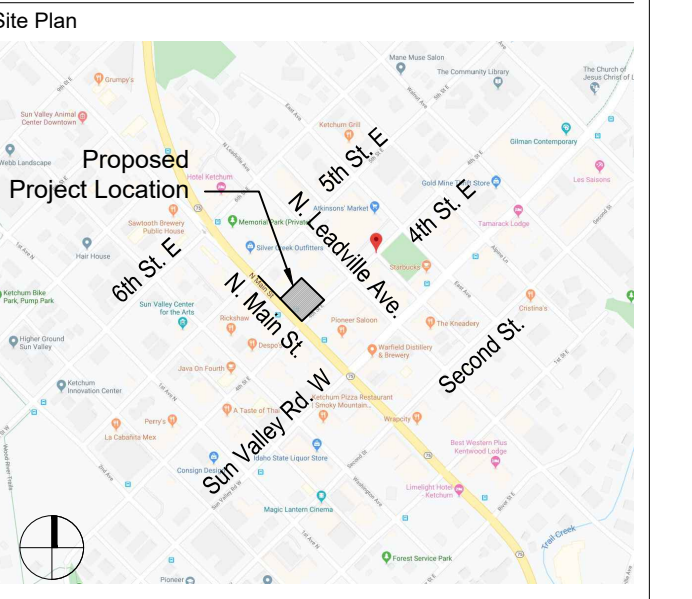
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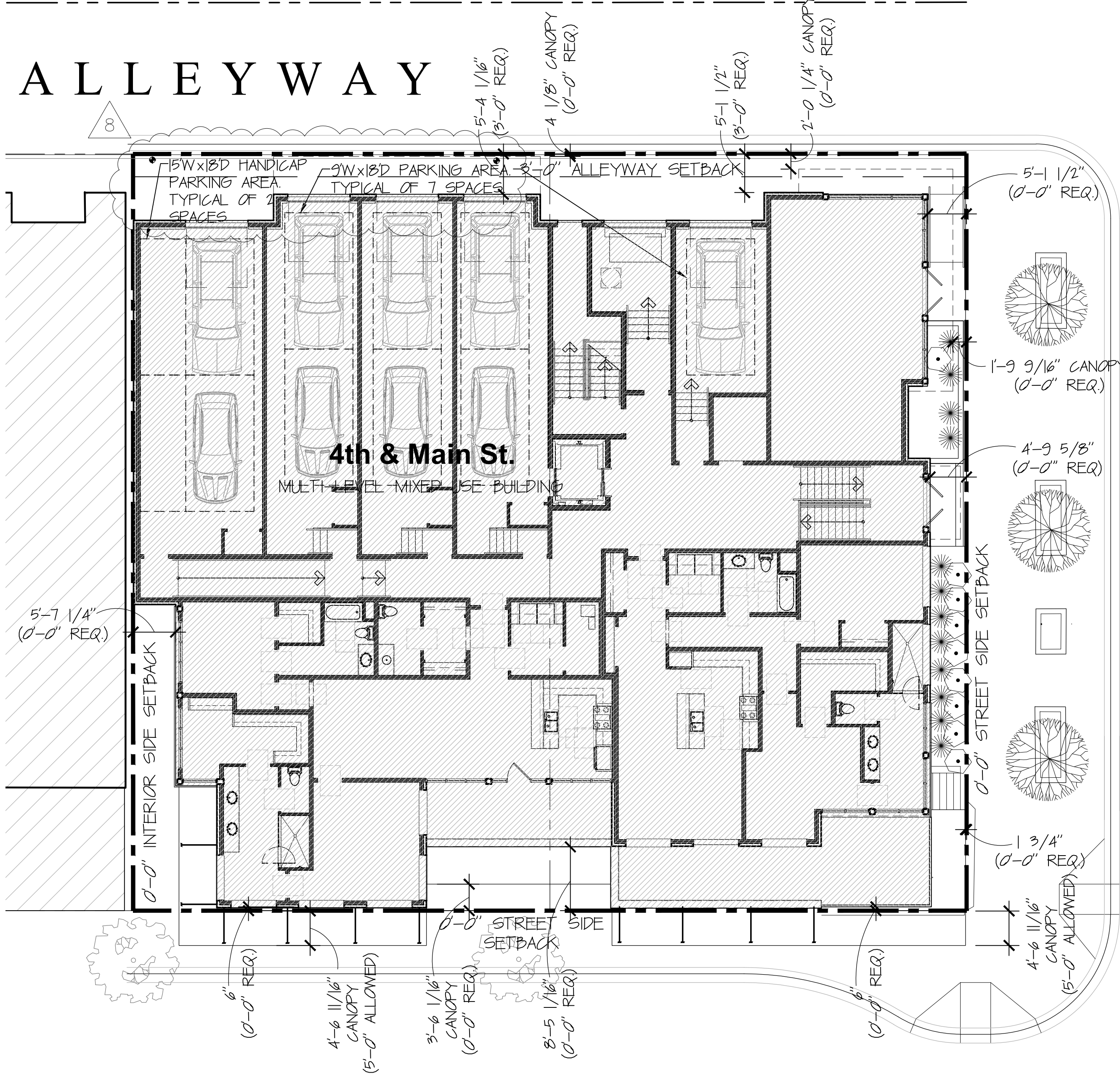
Seal
LICENSED ARCHITECT
AR 986736
P. Paulos
PETER PAULOS JR.
STATE OF IDAHO

No.	Date	Issue
3.	2011/03/11	REVIEW RESPONSE
5.	2011/06/17	ZONING SUBMISSION
7.	2011/10/13	PLANNING COMMENTS
8.	2011/10/25	PLANNING COMMENTS

SETBACK PLANS

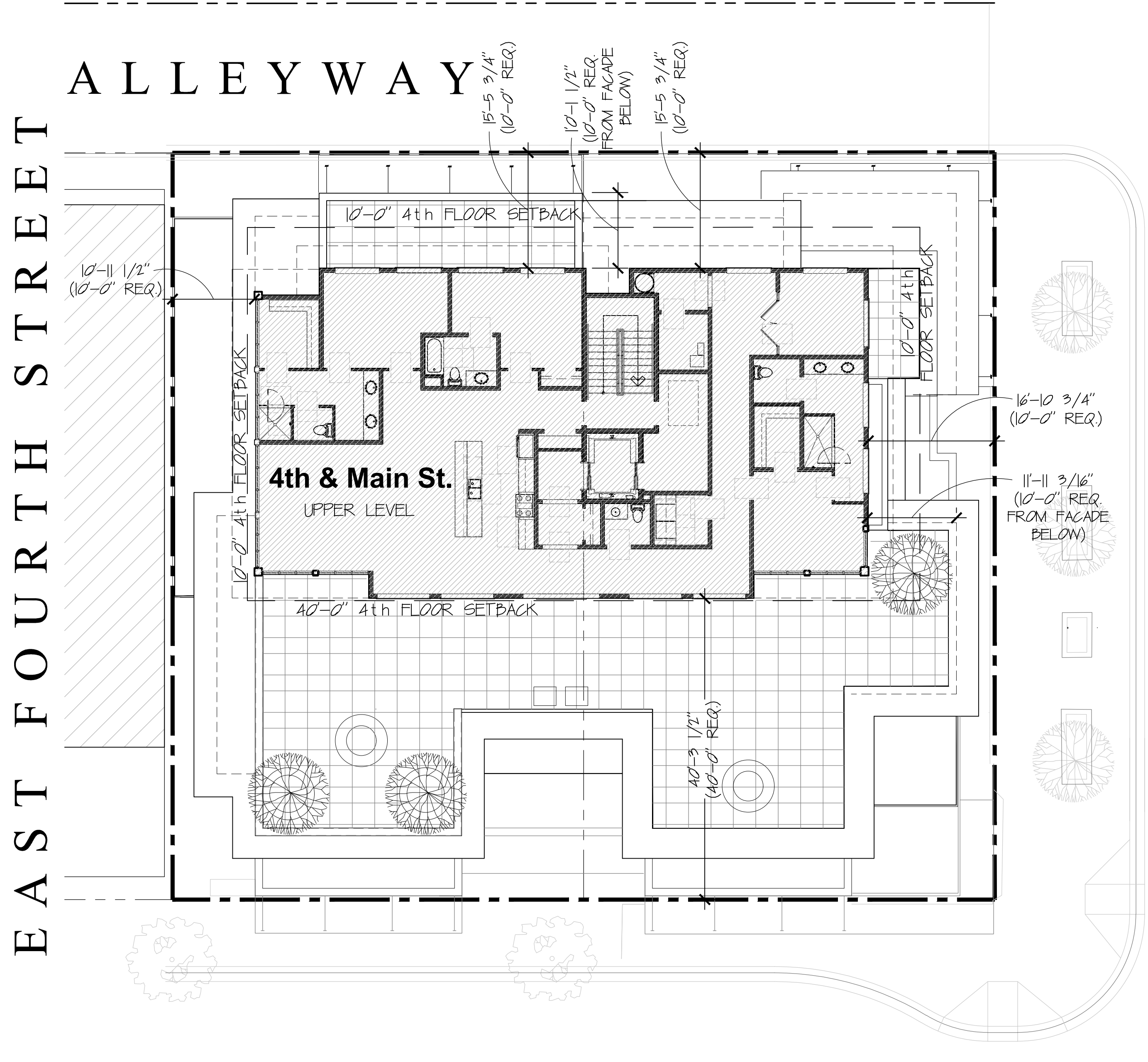
Date: 2011/03/11 Project No.: 20-001
Scale: 3/32"=1'-0" CAD File Name: base-floor plans
Design: sbz Checked:
Sheet No.:

CD1.0



MAIN ST.

1 MAIN STREET LEVEL SETBACK PLAN
SCALE: 3/32"=1'-0"



MAIN ST.

2 UPPER LEVEL SETBACK PLAN
SCALE: 3/32"=1'-0"

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DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

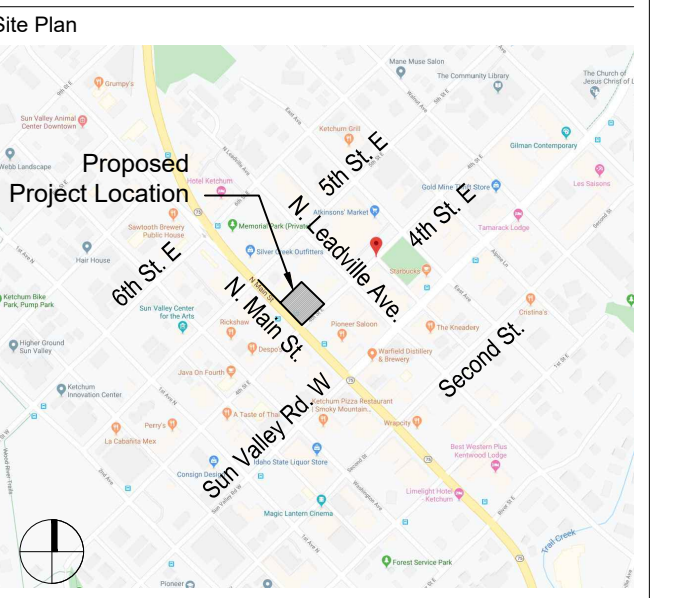
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(208) 725-0972 fax

△ 5,454 GSF FIRST FLOOR
8,515 GSF SECOND FLOOR
6,764 GSF THIRD FLOOR
3,210 GSF FOURTH FLOOR
24,003 GSF TOTAL FLOOR AREA

△ 24,003 GSF TOTAL FLOOR AREA = 2.18 F.A.R. 2.25 ALLOWED
10,997 SF LOT AREA

S U M M A R Y

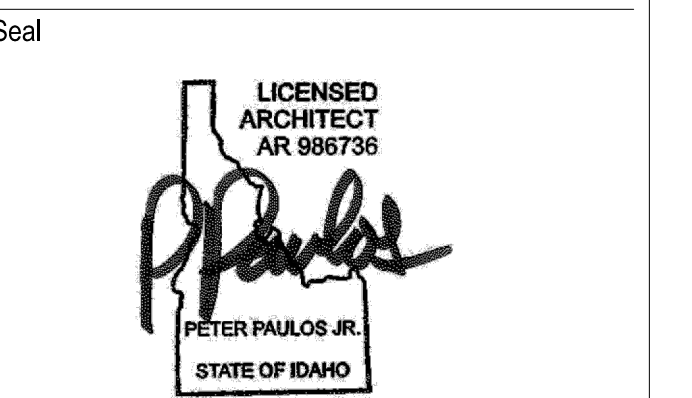
GENERAL BUILDING INFORMATION	FLOOR	GROSS SQUARE FOOTAGE PER AREA	GROSS SQUARE FOOTAGE PER FAR	UNITS/ BEDROOM COUNT	REMARKS
OCCUPANCY CLASS RETAIL - MERCANTILE USE (M) CONDOMINIUMS - RESIDENTIAL USE (R-2) PARKING - LOW-HAZARD STORAGE USE ("S-2") BUILDING CONSTRUCTION PROTECTED WOOD CONSTRUCTION (TYPE V(A)) BUILDING VOLUME FOUR STORIES MAX 17,672 SF PER FLOOR PLATE	MAIN LEVEL	2,784 SQ. FT./RETAIL SPACE 976 SQ. FT./COMMUNITY HOUSING 104 SQ. FT./CIRCULATION 564 SQ. FT./CORRIDOR	5,454 SQ. FT. △ (INCLUDING MAIN LEVEL CIRCULATION, ELEVATOR MACHINE RM & REFUSE)	(2) - STUDIO UNITS (COMMUNITY HOUSING)	LOT SIZE: 10,997 SQ.FT. MAXIMUM FAR= 2.15 X 10,997= 24,749.25 SQ. FT.
	SECOND LEVEL	2,666 SQ. FT./PARKING 662 SQ. FT./RETAIL SPACE 3,230 SQ. FT./LIVING (CONDOS) 490 SQ. FT./CIRCULATION 708 SQ. FT./CORRIDOR 545 SQ. FT./ PRIVATE ROOF TERRACE	8,515 SQ. FT. (EXCLUDING 2ND FLOOR STAIRWELLS & ELEVATOR)	(2)- 2 BEDROOM UNITS (CONDO)	
	THIRD LEVEL	5,760 SQ. FT./LIVING (CONDOS) 219 SQ. FT./CIRCULATION 392 SQ. FT./CORRIDOR 1,241 SQ. FT./ PRIVATE ROOF TERRACE	6,764 SQ. FT. (EXCLUDING 3RD FLOOR STAIRWELLS FROM 2ND FLOOR & ELEVATOR)	(1)- 2 BEDROOM UNIT (CONDO) (1)- 3 BEDROOM UNIT (CONDO)	
	FOURTH LEVEL	3,239 SQ. FT./LIVING (CONDOS) 219 SQ. FT./CIRCULATION 2,847 SQ. FT./PRIVATE ROOF TERRACE	3,210 SQ. FT. (EXCLUDING 4TH FLOOR STAIRWELLS & ELEVATOR)	(1)- 3 BEDROOM UNIT (CONDO)	
	TOTAL	2,666 SQ. FT./PARKING 3,446 SQ. FT./RETAIL SPACE 14,992 SQ. FT./CIRCULATION 12,099 SQ. FT./LIVING (CONDOS) 376 SQ. FT./LIVING (COMMUNITY HOUSING) 1,664 SQ. FT./CORRIDOR 4,683 SQ. FT./PRIVATE ROOF TERRACE	TOTAL PROVIDED PER FAR: 24,003 SQ. FT. FAR: 2.15 △	(3)-2 BEDROOM UNITS (CONDOS) (2)-3 BEDROOM UNITS (CONDOS) 5 TOTAL UNITS	
PARKING COUNT					
	COMMUNITY HOUSING	0 PARKING/UNIT [ORD. 17125.042(C)(1)(a)]	0 PARKING NEEDED		
	2 BEDROOM UNITS (CONDOS)	(2)- UNITS UNDER 2001 SF (3)- UNITS OVER 2001 SF	1 PARKING/UNIT 2 PARKING/UNIT	2 PARKING NEEDED 6 PARKING NEEDED	
	RETAIL	3,446 NSQ. FT. RETAIL	1 PARKING/1000 SQ. FT. (INITIAL REDUCTION OF 9500 SQ. FT.)	0 PARKING NEEDED (UNDER 9500 SQ. FT.)	
				8 TOTAL PARKING NEEDED	TOTAL 9 PARKING PROVIDED- UNDERGROUND PARKING (2 OF WHICH ARE HANDICAP)
				0 TOTAL PARKING NEEDED	

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VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.



No.	Date	Issue
1.	2021/12/17	ZONING APPLICATION
2.	2022/01/09	PROJECT NARRATIVE
3.	2022/02/11	REVIEW RESPONSE
5.	2022/06/17	ZONING SUBMISSION
6.	2022/03/06	PLANNING COMMENTS
7.	2022/10/13	PLANNING COMMENTS

CODE DATA

Date: 2021/12/17 Project No.: 20-001
 Scale: 3/32"=1'-0" CAD File Name: base-floor plans
 Design: sbz Checked:
 Sheet No.:

CD1.1

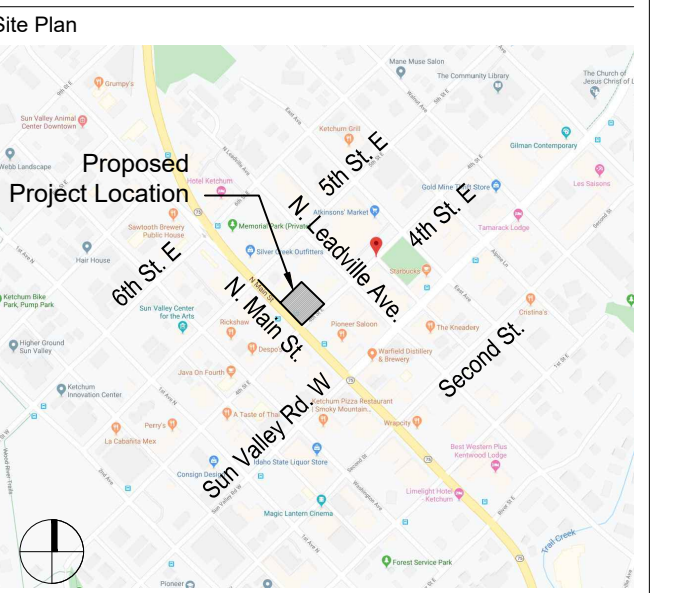
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PETER PAULOS JR.
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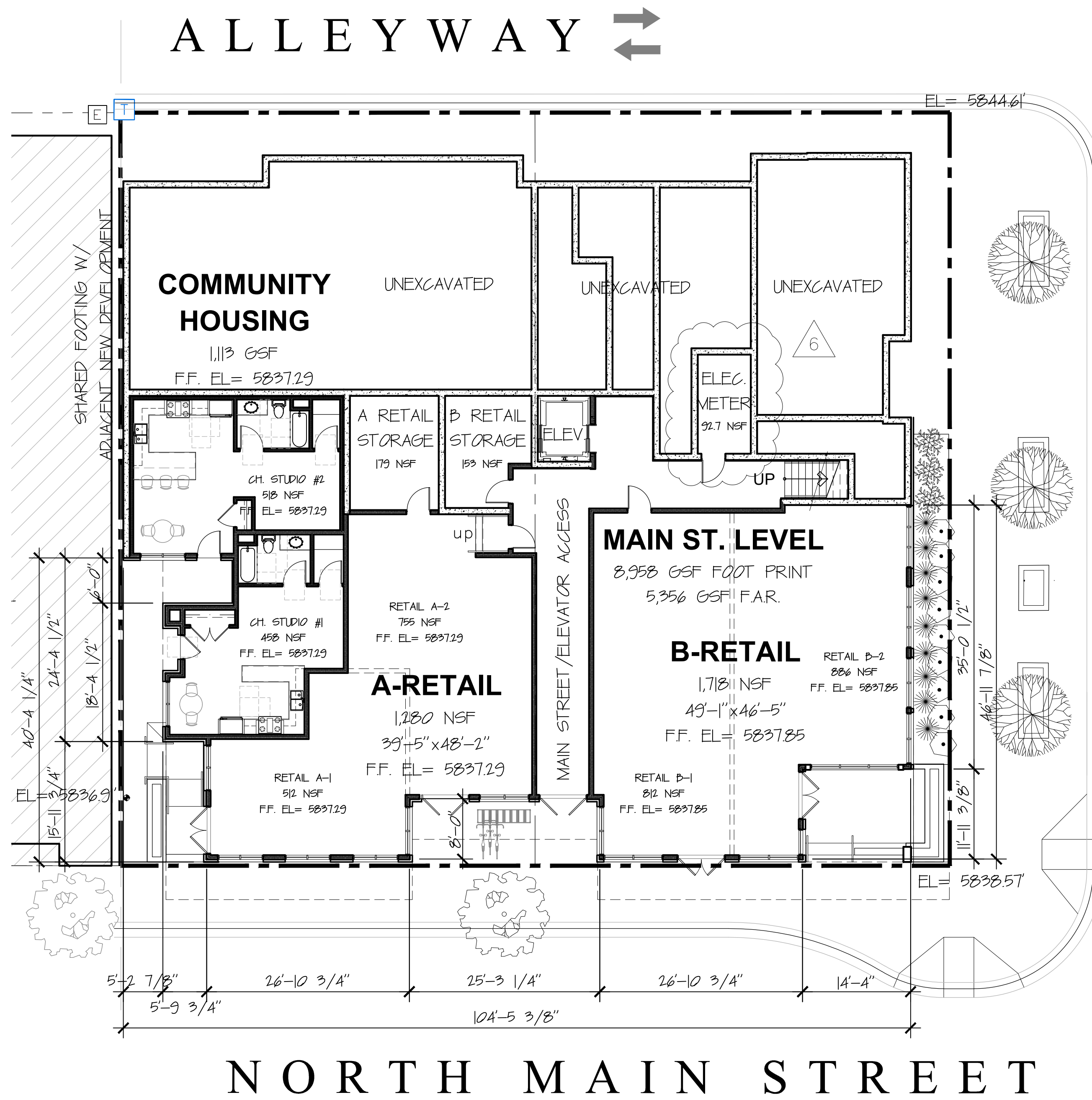
Revisions

No.	Date	Issue
1.	2021/02/17	ZONING APPLICATION
2.	2021/02/09	PROJECT NARRATIVE
3.	2021/03/11	REVIEW RESPONSE
4.	2021/04/11	CITY COMMENT REVISION
5.	2021/06/17	ZONING SUBMISSION
6.	2021/09/06	PLANNING COMMENTS
8.	2021/10/25	PLANNING COMMENTS
9.	2023/01/30	PLANNING COMMENTS

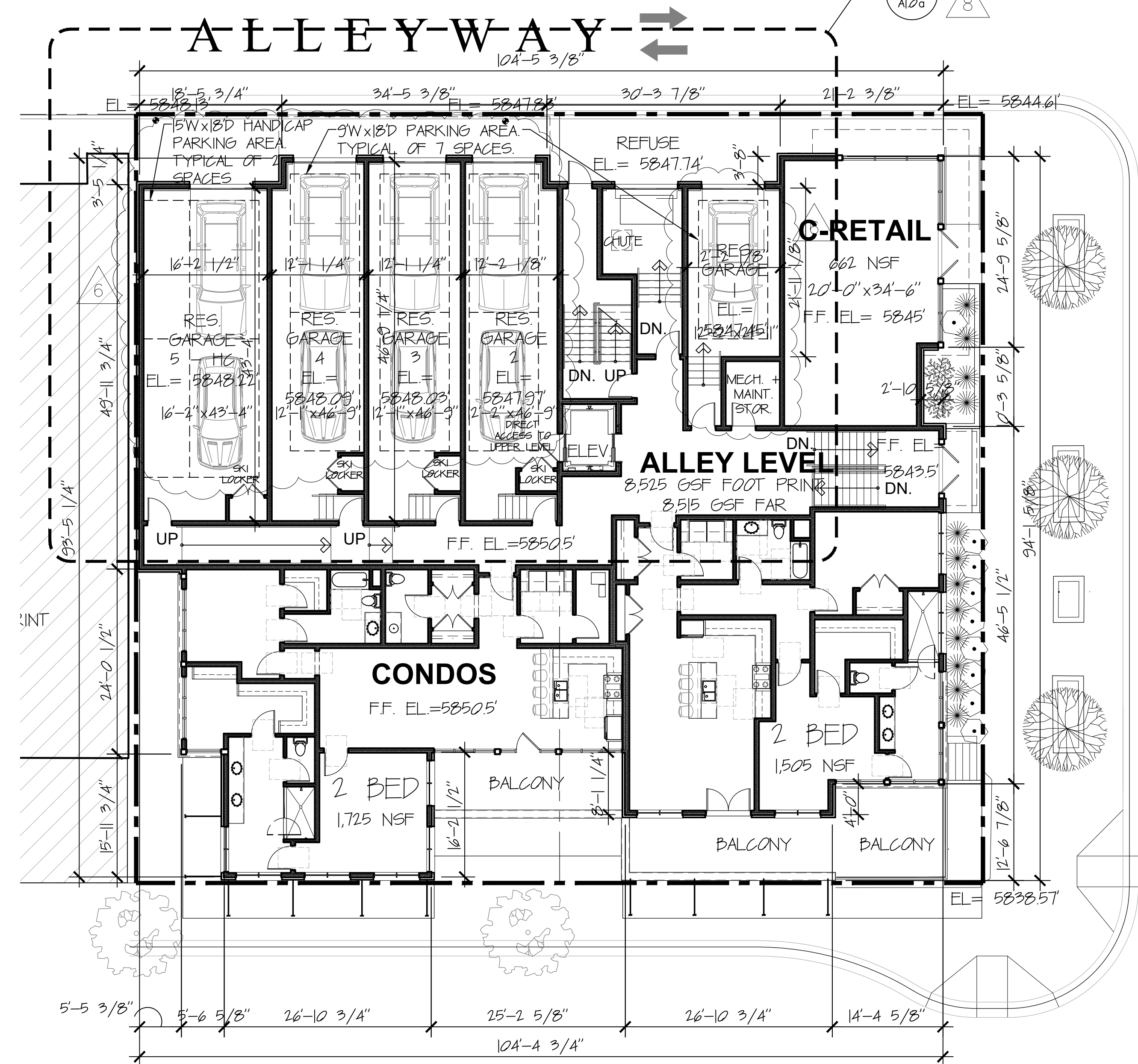
MAIN ST & ALLEY LEVEL PLAN

Date: 2022/09/06
Scale: 3/32"=1'-0"
Design: sbz
Sheet No.:
Project No.: 20-001
CAD File Name: base-floor plans
Checked:

A1.0



1 MAIN STREET LEVEL PLAN
SCALE: 3/32"=1'-0"



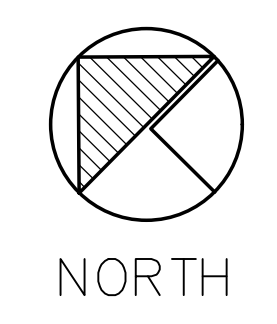
2 ALLEY LEVEL PLAN
SCALE: 3/32"=1'-0"

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NORTH

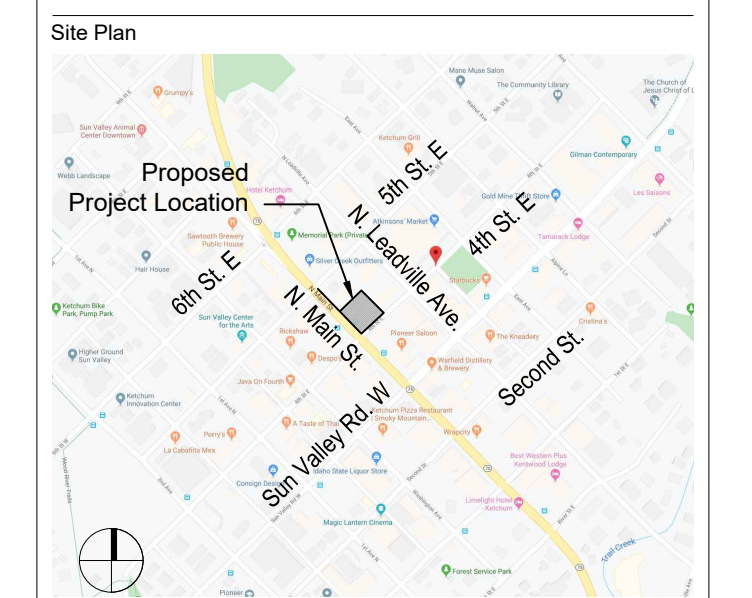
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

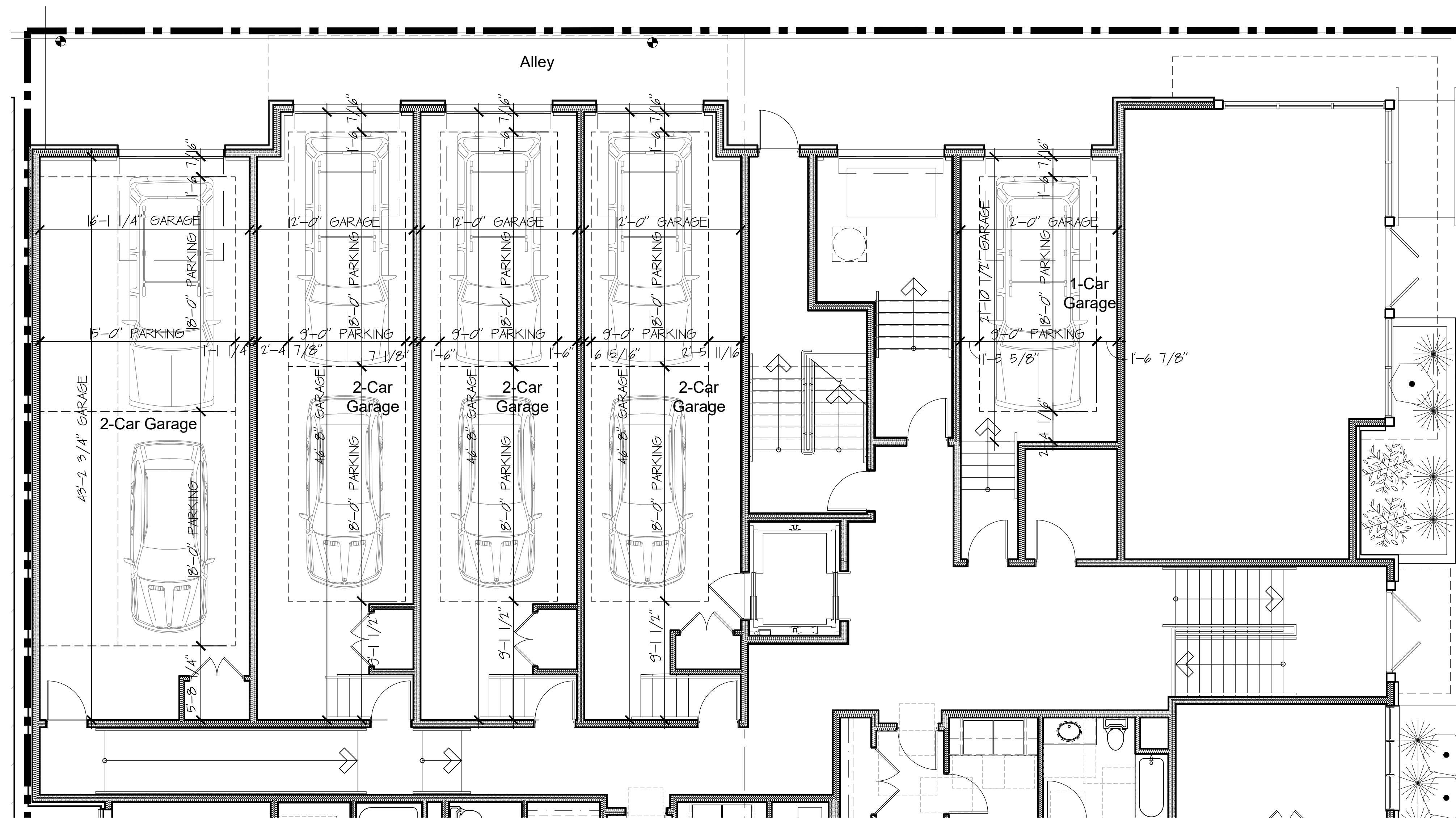
Prepared For: SOLSTICE DEVELOPMENT
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MILLCREEK, UT 84117

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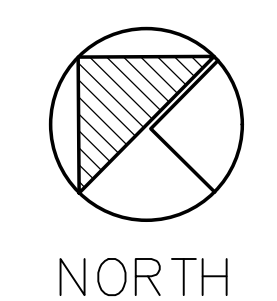
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PARKING STALL DIMENSION PLAN
SCALE: 3/16"=1'-0"

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Revisions		
No.	Date	Issue

PARKING STALL DIMENSION PLAN

Date: 2022/10/19 Project No: 20-001
Scale: 3/16"=1'-0" CAD File Name: base-floor plans
Design: sbz Checked:
Sheet No.:

A1.0a

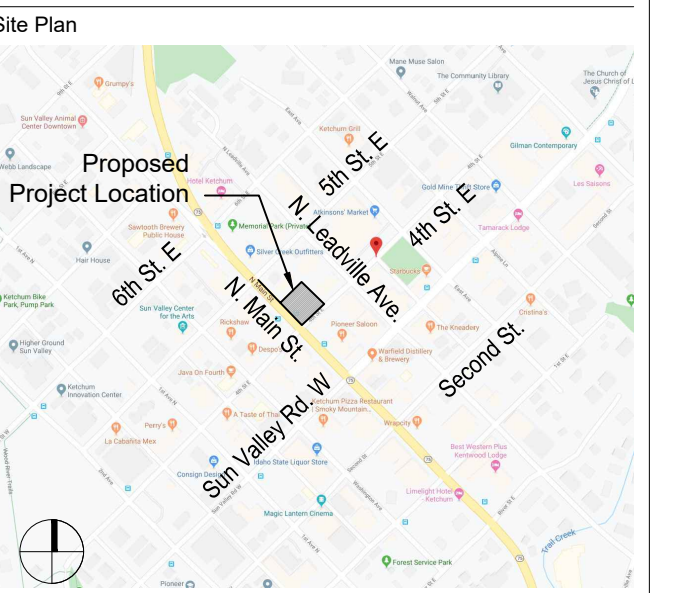
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

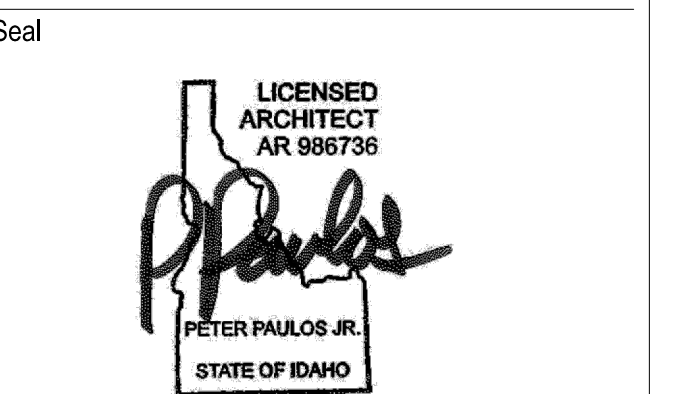
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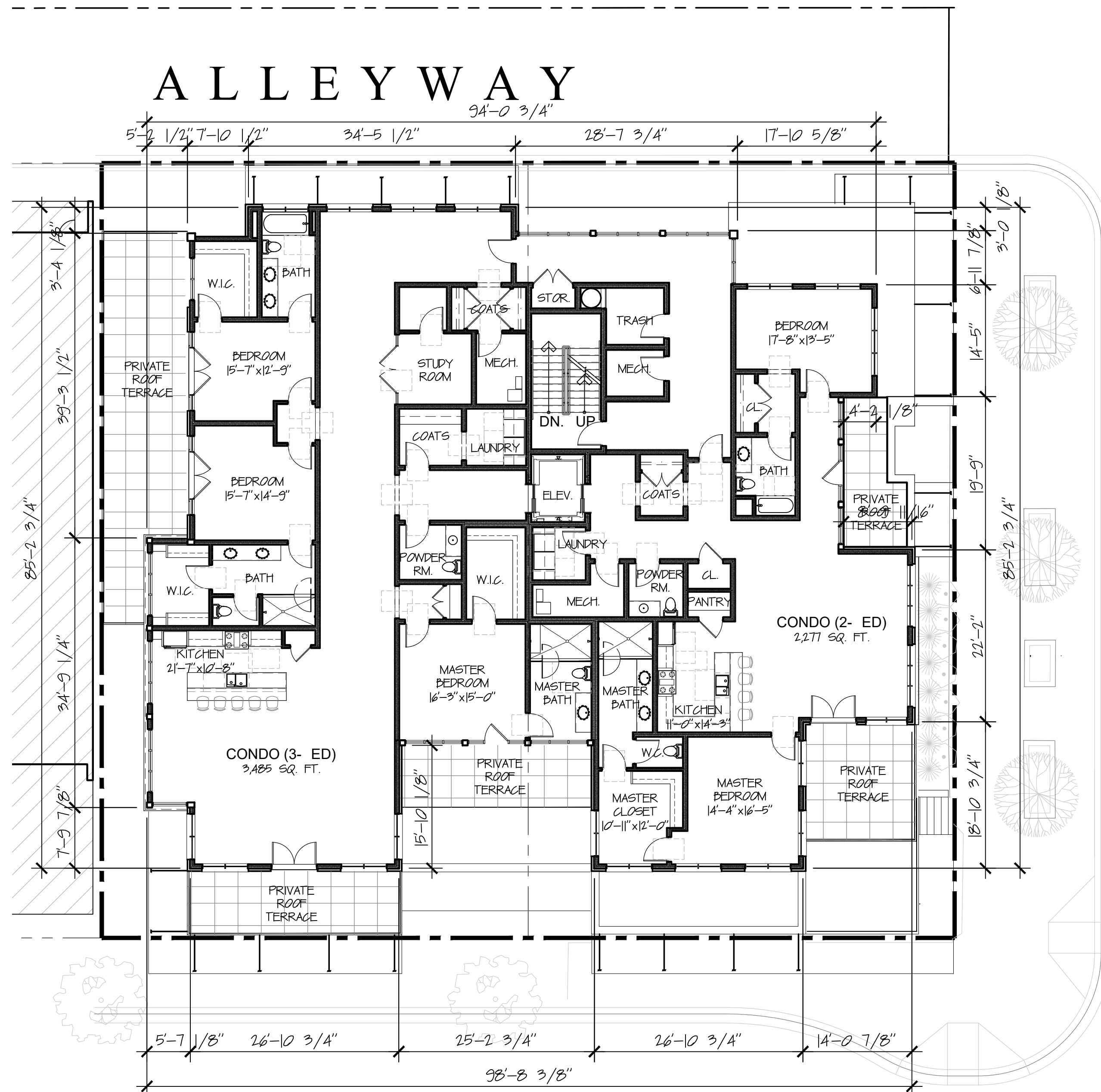


No.	Date	Issue
1.	2021/12/17	ZONING APPLICATION
2.	2022/01/09	PROJECT NARRATIVE
3.	2022/03/11	REVIEW RESPONSE
5.	2022/06/17	ZONING SUBMISSION
9.	2023/01/30	ZONING COMMENTS

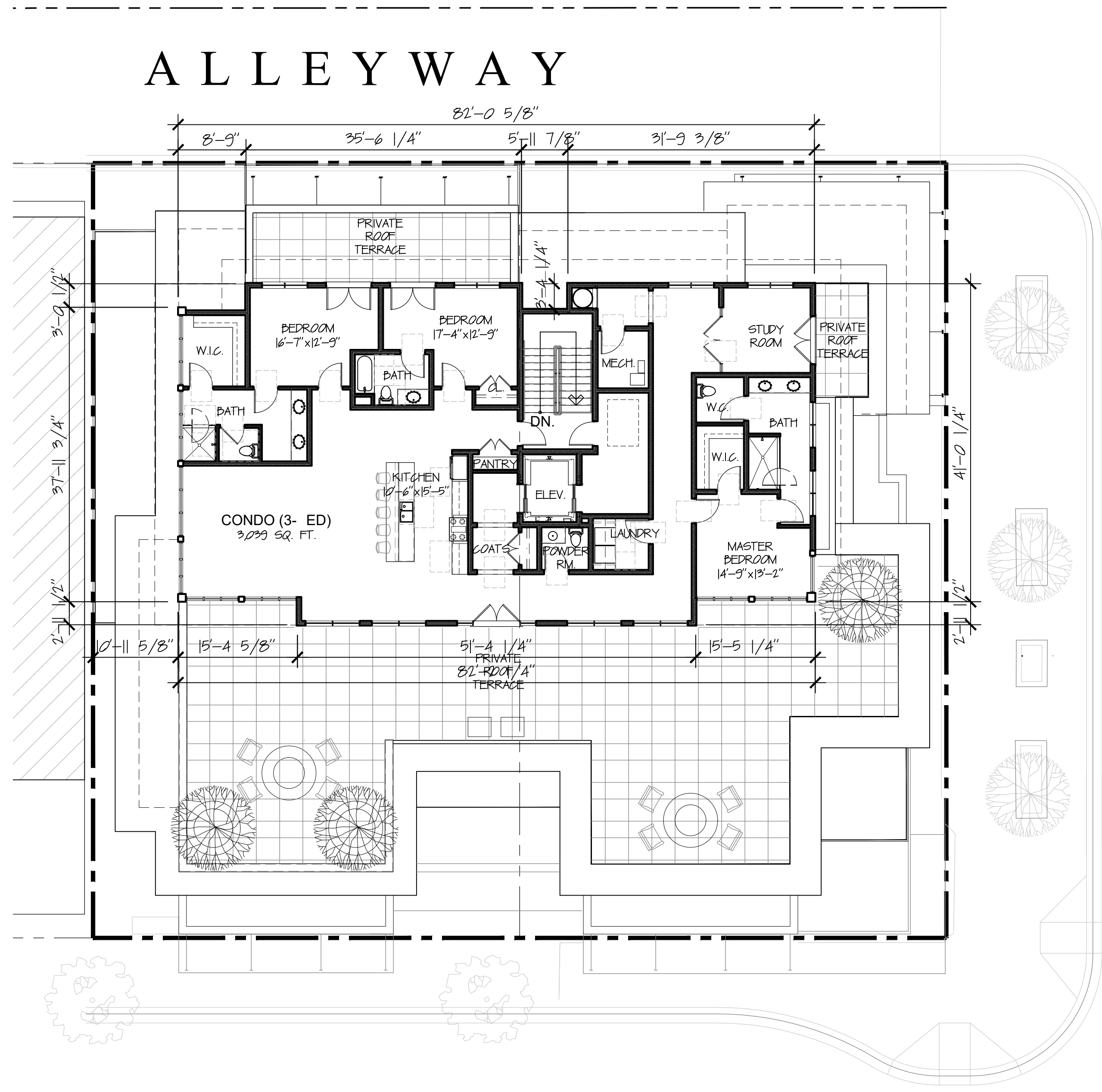
MIDDLE & UPPER LEVEL PLANS

Date: 2021/12/17 Project No.: 20-001
Scale: 3/32"=1'-0" CAD File Name: base-floor-plans
Design: sbz Checked:
Sheet No.:

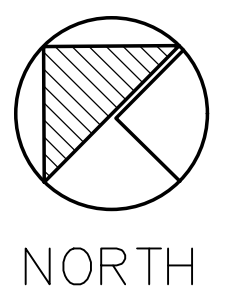
A1.1
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1 MIDDLE LEVEL PLAN
SCALE: 3/32"=1'-0"



2 UPPER LEVEL PLAN
SCALE: 3/32"=1'-0"



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EAST FOURTH STREET

EAST FOURTH STREET

ALLEYWAY

ALLEYWAY

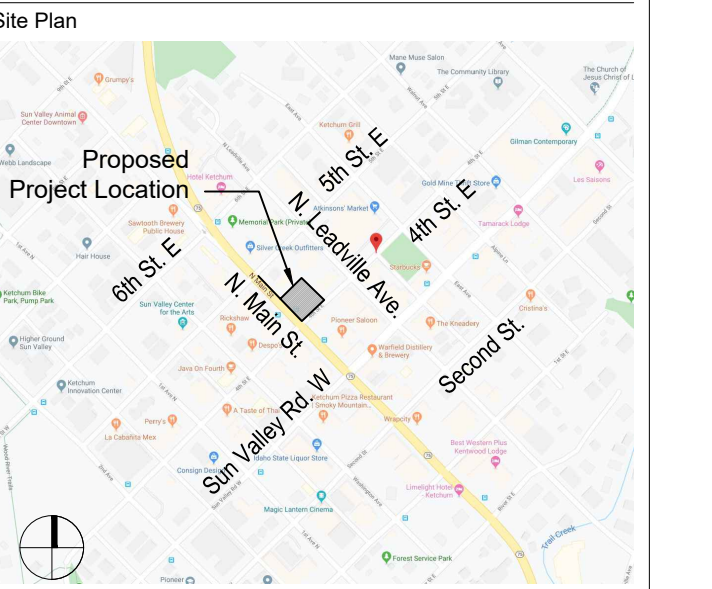
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

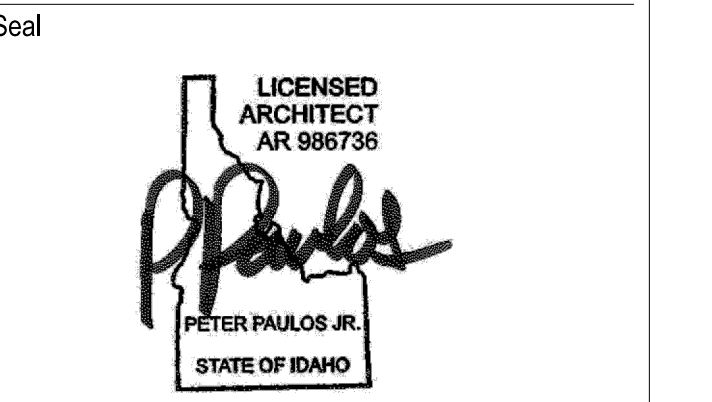
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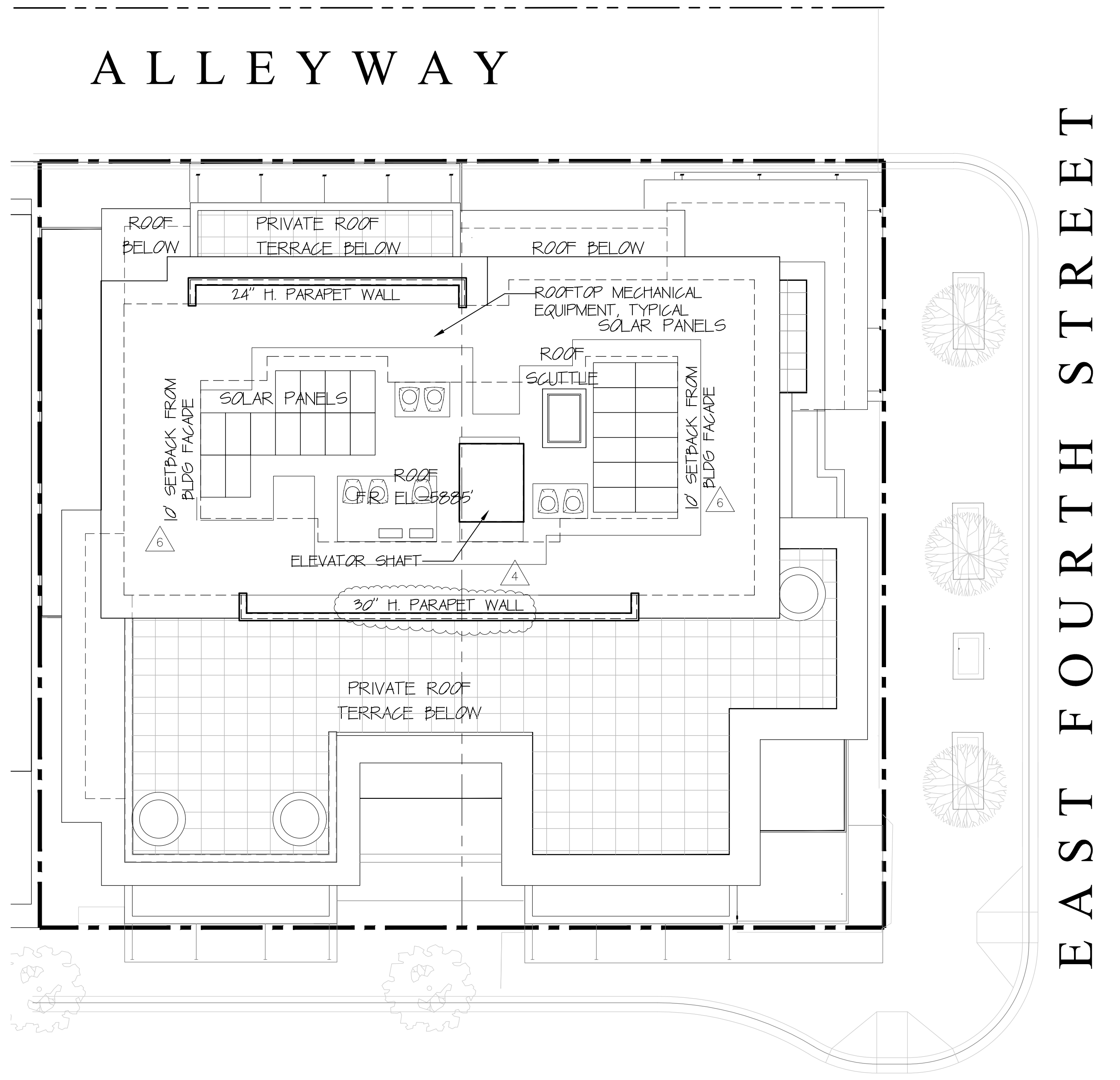
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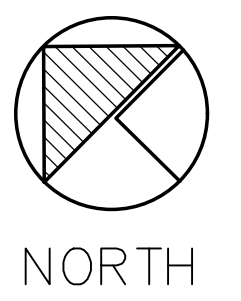
No.	Date	Issue
3	2012/09/11	REVIEW RESPONSE
4	2012/05/10	AVG. GRADE/PARAPET
5	2012/06/17	ZONING SUBMISSION
6	2012/09/06	PLANNING COMMENTS
9	2013/01/20	ZONING COMMENTS

ROOF PLAN

Date: 2012/09/06 Project No.: 20-00
Scale: 3/32"=1'-0" CAD File Name: base-floor plans
Design: sbz Checked:
Sheet No.:
A1.2



ROOF PLAN
SCALE: 3/32"=1'-0"



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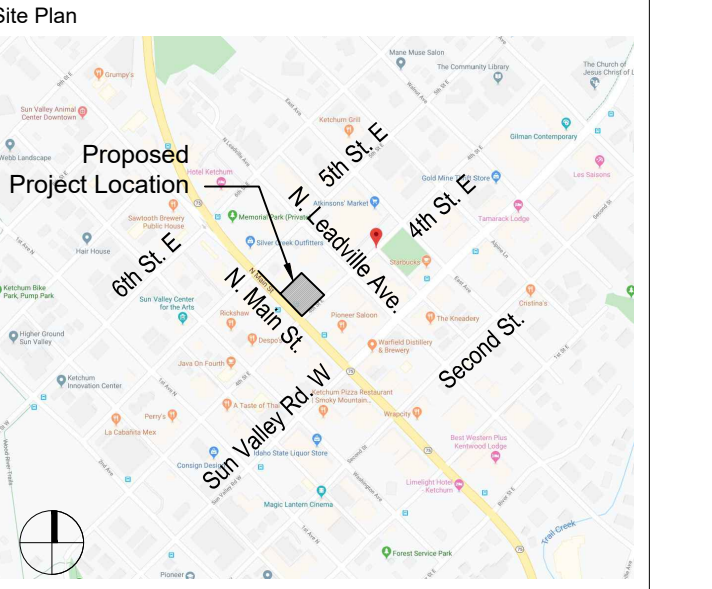
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
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(208) 725-0972 fax



1 FRONT EXTERIOR ELEVATION
SCALE: 3/32"=1'-0"



2 SIDE EXTERIOR ELEVATION (SOUTH)
SCALE: 3/32"=1'-0"

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Peter Paulos Jr.
PETER PAULOS JR.
STATE OF IDAHO

Revisions

No.	Date	Issue
1.	2011/12/17	ZONING APPLICATION
2.	2011/02/09	PROJECT NARRATIVE
3.	2011/03/11	REVIEW RESPONSE
4.	2011/05/10	AVG. GRADE/PARAPET
5.	2011/06/17	ZONING SUBMISSION
6.	2011/09/06	PLANNING COMMENTS

FRONT & SIDE EXTERIOR ELEVATIONS

Date: 2011/09/06
Scale: 3/32"=1'-0"
Design: sbz
Sheet No.:

Project No.: 20-001
CAD File Name: base-ext elev.
Checked:

A2.0

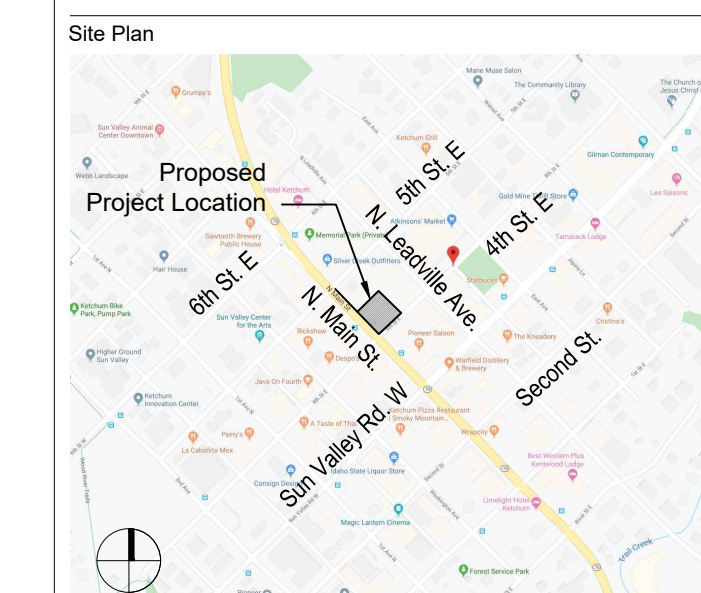
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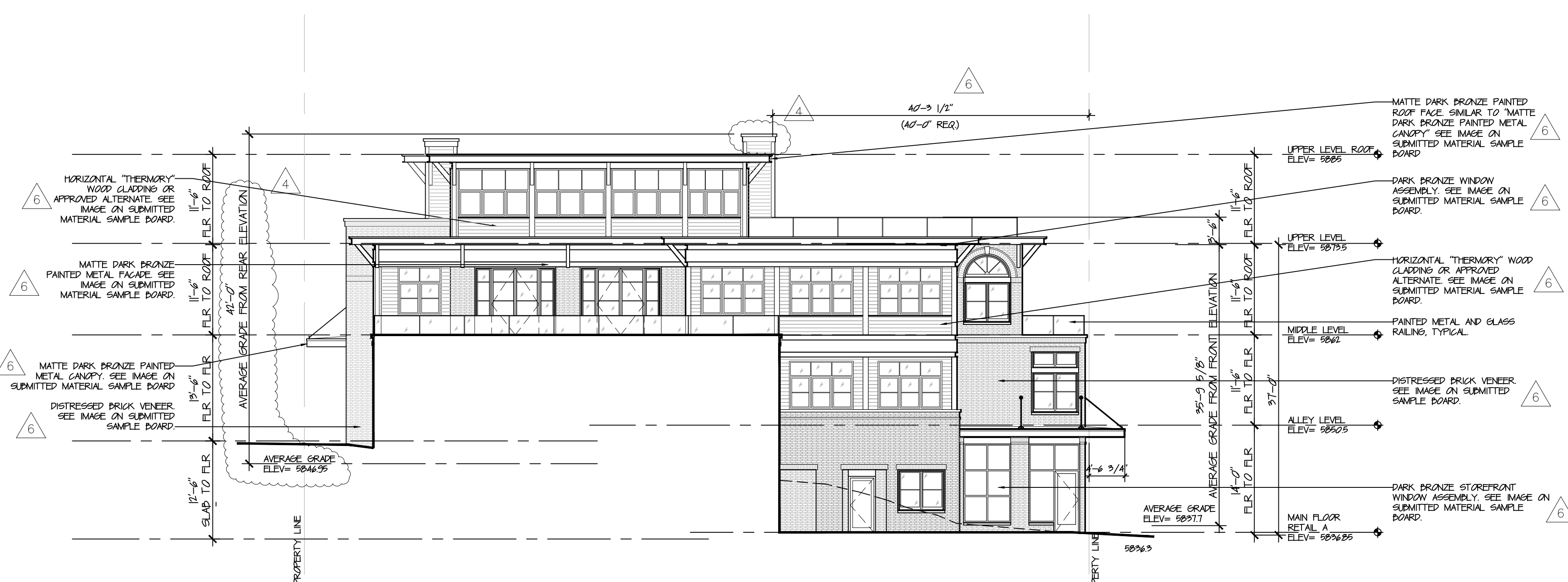
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1 REAR EXTERIOR ELEVATION
SCALE: 3/32"=1'-0"



2 SIDE EXTERIOR ELEVATION (NORTH)
SCALE: 3/32"=1'-0"

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5	2021/06/17	ZONING SUBMISSION
6	2021/09/06	PLANNING COMMENTS

REAR & SIDE EXTERIOR ELEVATIONS

Date: 2021/09/06
Scale: 3/32"=1'-0"
Design: sbz
Sheet No.:

Project No.: 20-001
CAD File Name: base-ext elev
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A2.1

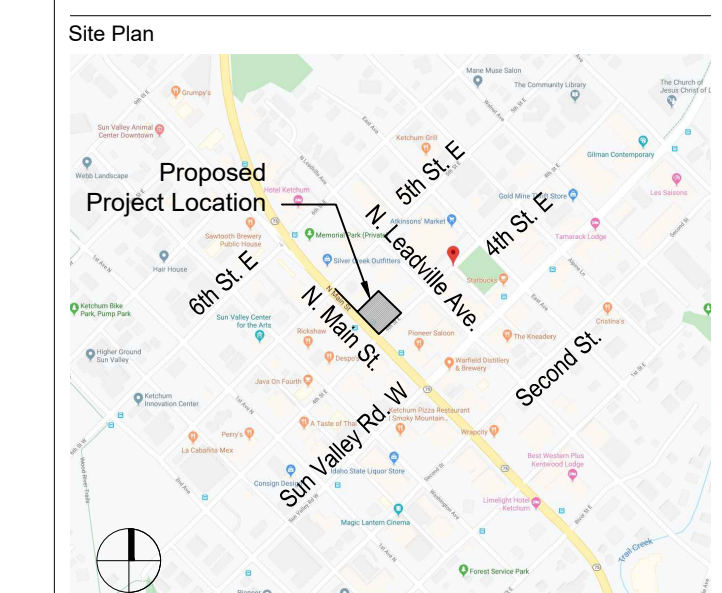
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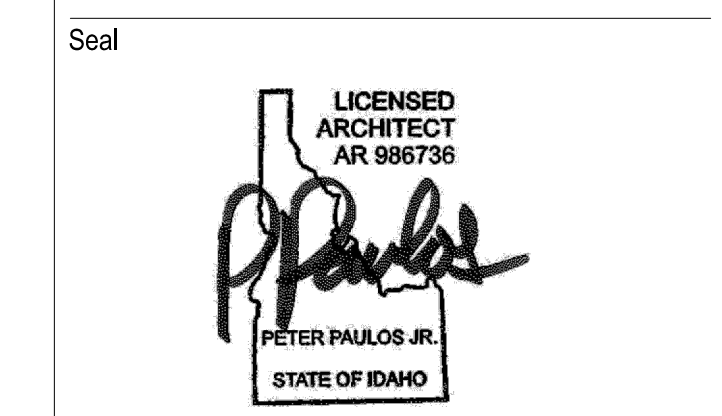
1 COMBINED MAIN ST. ELEVATION
A2.2 SCALE: 1/8"=1'-0"

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No.	Date	Issue
3	2022/09/11	REVIEW RESPONSE
5	2022/06/17	ZONING SUBMISSION

COMBINED MAIN ST. ELEVATION

Date: 2022/12/17 Project No.: 20-001
Scale: 1/8"=1'-0" CAD File Name: base-ext elev.
Design: sbz Checked:
Sheet No.:

A2.2

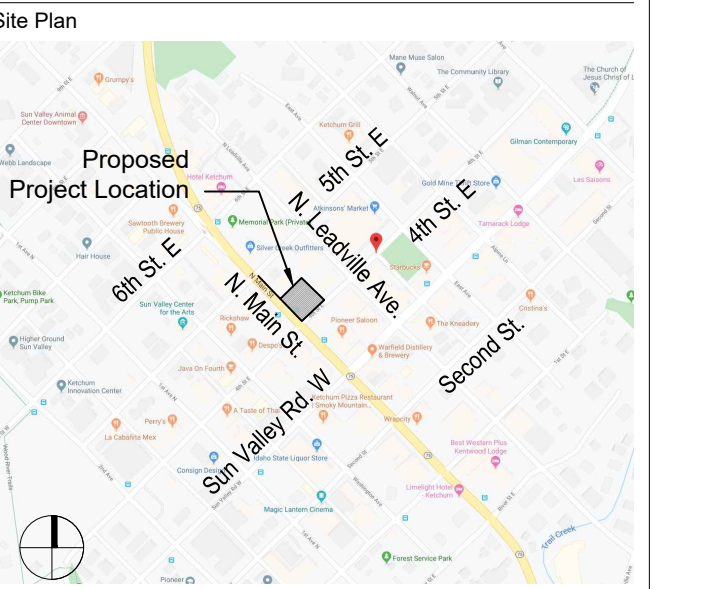
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RETAIL SIGNAGE, 10" H. TEXT, APPROX 7 SF, MOUNTED ON CANOPY EAVE. ACTUAL SIGN AREA TO BE DETERMINED BY TENANT.
 "4th & MAIN" SIGNAGE, 10" H. TEXT, APPROX 13 SF, MOUNTED ON CANOPY EAVE.
 RETAIL SIGNAGE, 10" H. TEXT, APPROX 7 SF, MOUNTED ON CANOPY EAVE. ACTUAL SIGN AREA TO BE DETERMINED BY TENANT.



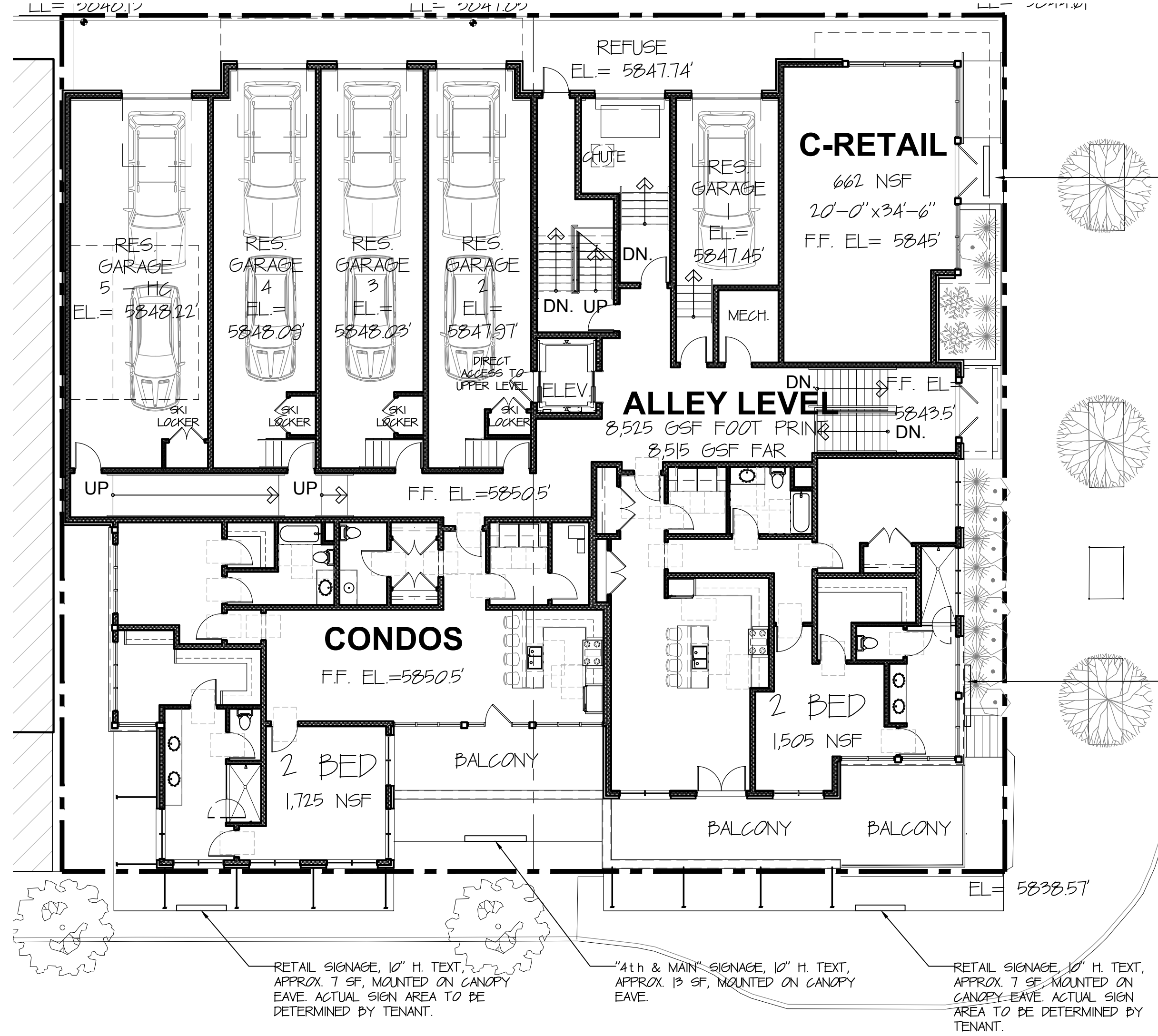
"4th & MAIN" SIGNAGE, 14" H. TEXT, APPROX 13 SF, WALL MOUNTED (93% OF FRONTAGE, 33 SF OF SIGNAGE ALLOWED)
 RETAIL SIGNAGE, 10" H. TEXT, APPROX 7 SF, MOUNTED ON CANOPY EAVE. ACTUAL SIGN AREA TO BE DETERMINED BY TENANT.

2 MAIN ST. SIGNAGE ELEVATION

A3.0 SCALE: 3/32"=1'-0"

3 4TH ST. SIGNAGE ELEVATION

A3.0 SCALE: 3/32"=1'-0"



EAST FOURTH STREET

RETAIL SIGNAGE, 10" H. TEXT, APPROX 7 SF, MOUNTED ON CANOPY EAVE. ACTUAL SIGN AREA TO BE DETERMINED BY TENANT.

34'-0" OF FRONTAGE / 1 SF SIGN FOR 3'-0" FRONTAGE = 31.3 SF SIGNAGE ALLOWED, 20 SF PROPOSED

"4th & MAIN" SIGNAGE, 14" H. TEXT, APPROX 13 SF, WALL MOUNTED (93% OF FRONTAGE, 33 SF OF SIGNAGE ALLOWED)

RETAIL SIGNAGE, 10" H. TEXT, APPROX 7 SF, MOUNTED ON CANOPY EAVE. ACTUAL SIGN AREA TO BE DETERMINED BY TENANT.

"4th & MAIN" SIGNAGE, 10" H. TEXT, APPROX 13 SF, MOUNTED ON CANOPY EAVE.

RETAIL SIGNAGE, 10" H. TEXT, APPROX 7 SF, MOUNTED ON CANOPY EAVE. ACTUAL SIGN AREA TO BE DETERMINED BY TENANT.

95'-6" OF FRONTAGE / 1 SF SIGN FOR 3'-0" FRONTAGE = 33.1 SF SIGNAGE ALLOWED, 27 SF PROPOSED

1 MASTER SIGNAGE PLAN

A3.0 SCALE: 3/32"=1'-0"



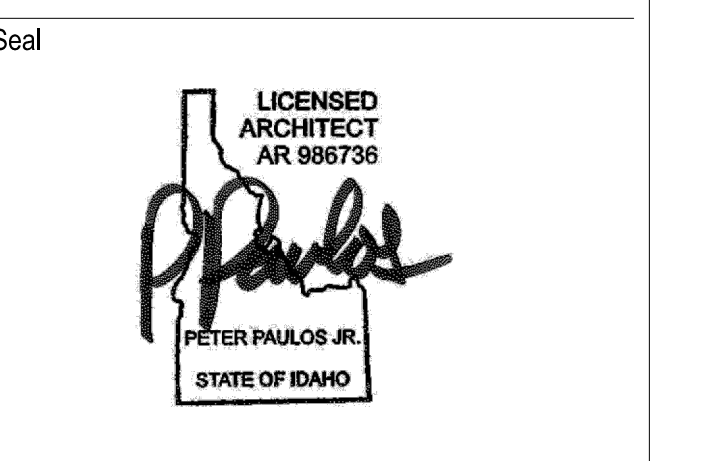
INSPIRATION IMAGE
SCALE: N.T.S.

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No.	Date	Issue
3	2022/03/11	REVIEW RESPONSE
5	2022/06/17	ZONING SUBMISSION

MASTER SIGNAGE PLAN

Date: 2022/03/11 Project No.: 20-001
 Scale: 3/32"=1'-0" CAD File Name: base-ext elev.
 Design: sbz Checked:
 Sheet No.:




PERSPECTIVE RENDERING
 SCALE: NTS

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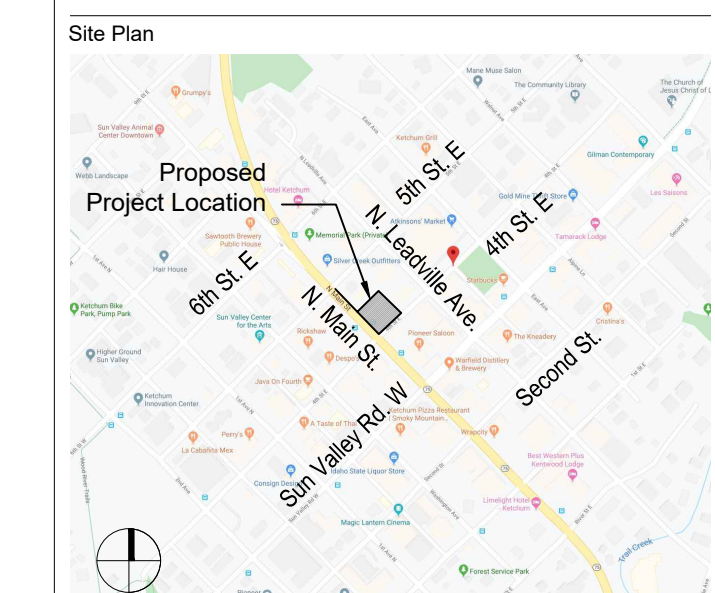
MIXED USE DEVELOPMENT

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KETCHUM, BLAINE COUNTY,
IDAHO 84117

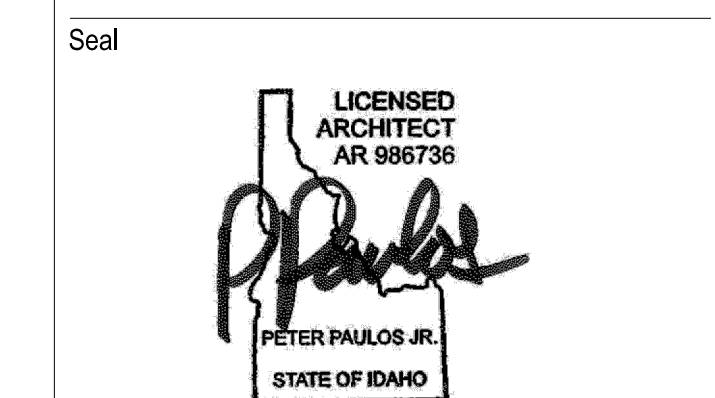
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 Eggers Associates, Landscape Architecture
 560 North Second Avenue
 Ketchum, Idaho 83340
 (208) 725-0988 tel.
 (208) 725-0972 fax



No.	Date	Issue
1.	2021/12/17	ZONING APPLICATION
2.	2022/01/09	PROJECT NARRATIVE
3.	2022/03/11	REVIEW RESPONSE
5.	2022/06/17	ZONING SUBMISSION
6.	2022/09/06	PLANNING COMMENTS
9.	2023/01/20	ZONING COMMENTS

PERSPECTIVE RENDERING

Date: 2021/12/17 Project No.: 20-001
 Scale: NTS CAD File Name:
 Design: pep Checked:
 Sheet No.:

A5.1

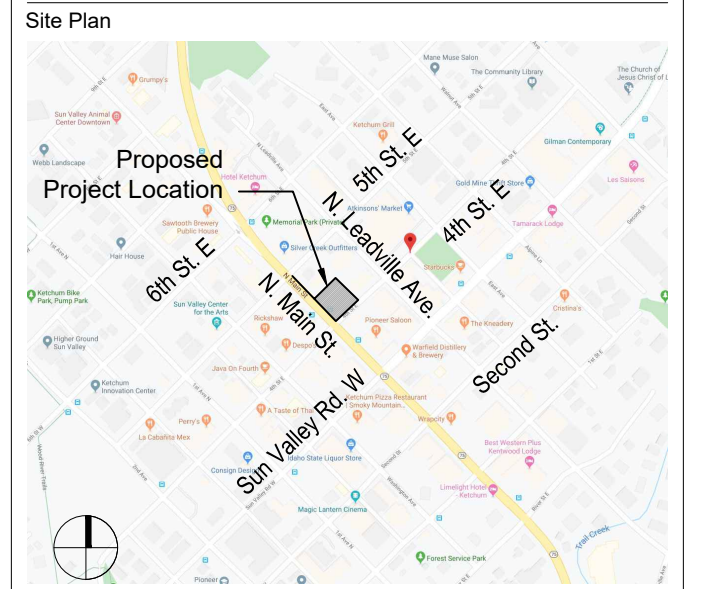
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

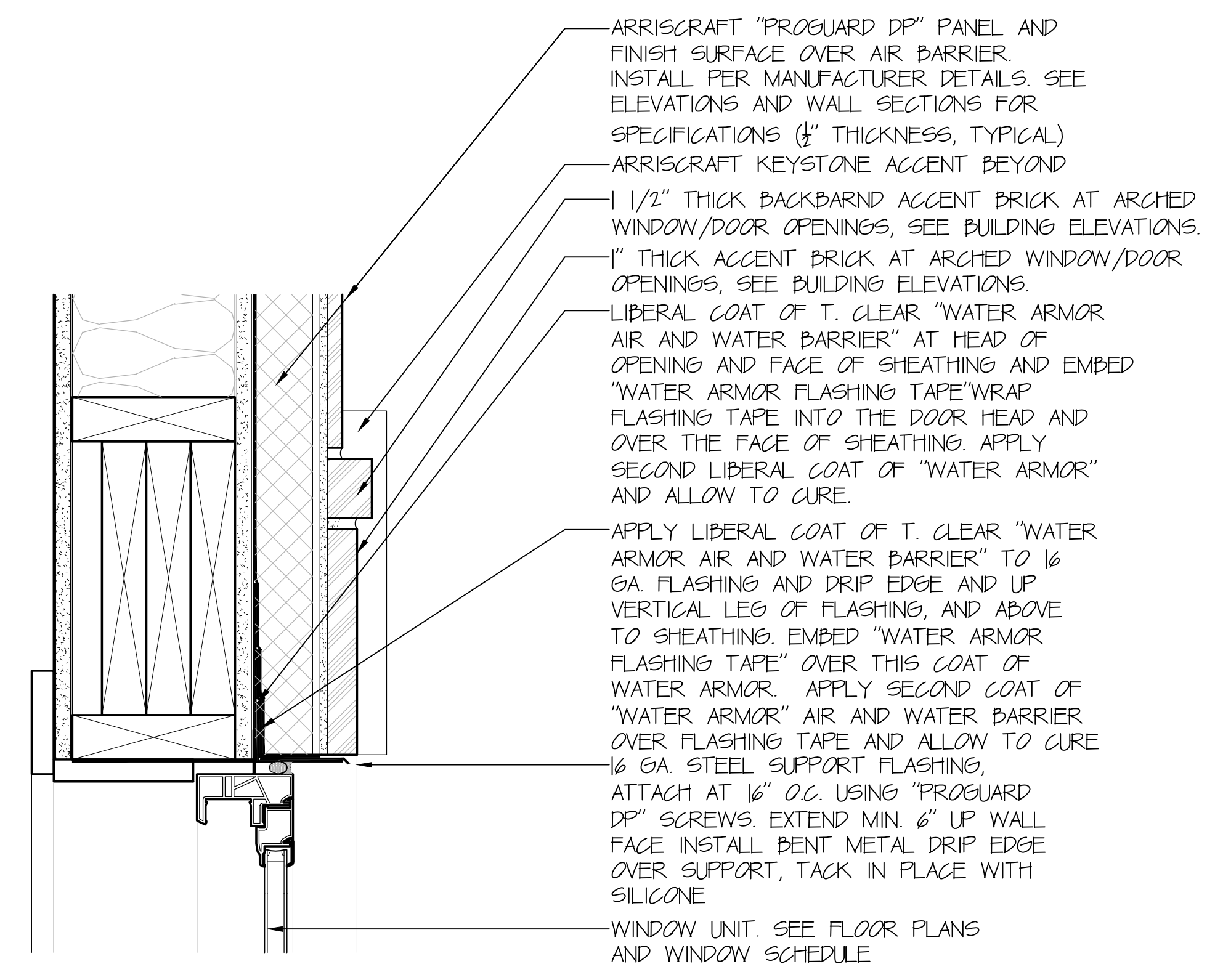
Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P | H ARCHITECTS

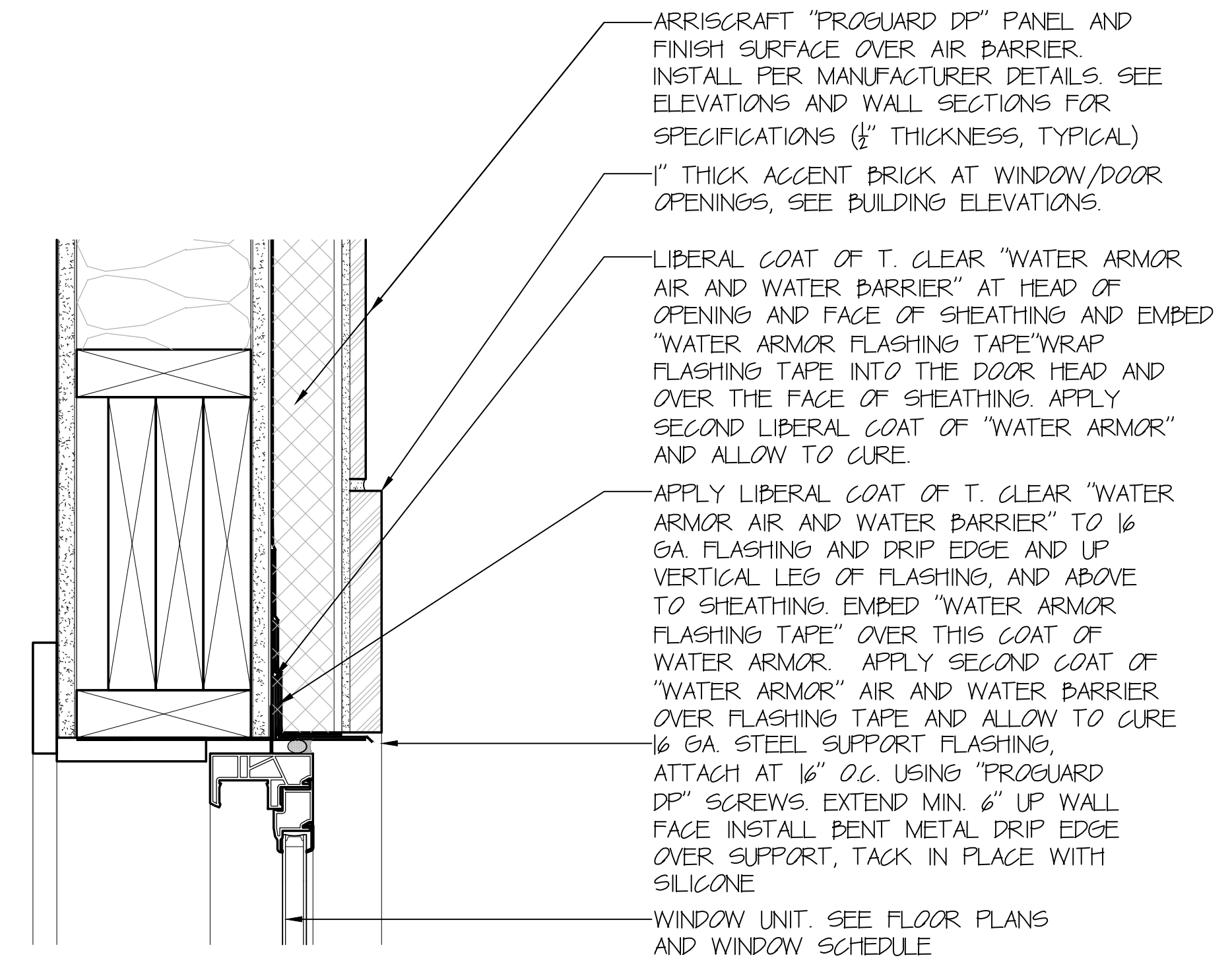
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com



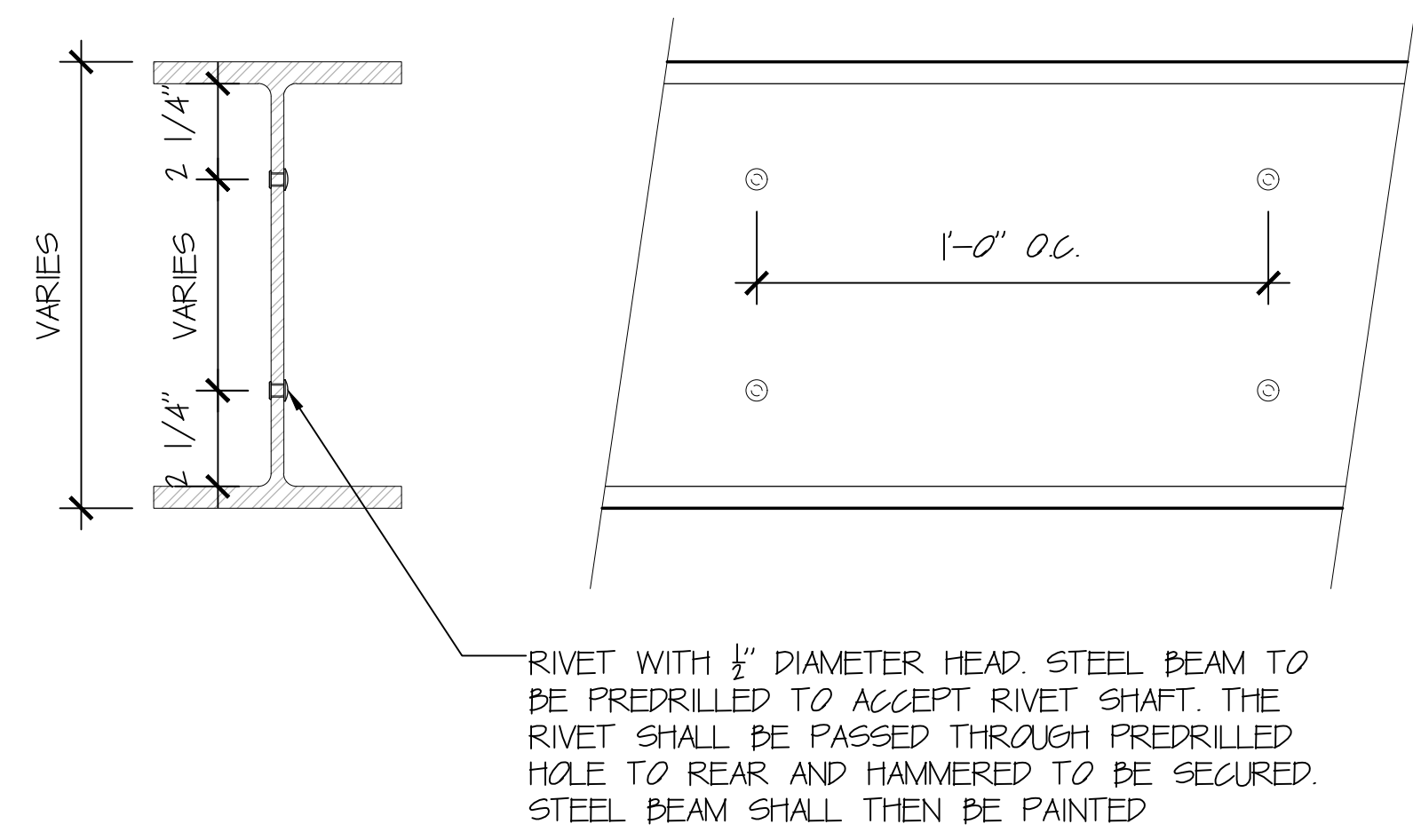
Project Team:
Architect and Planner:
 P H Architects, LLC
 38 Taunton Hill Road
 Newtown, Connecticut 06470
 (203) 426-6500 tel.
 (203) 426-6503 fax
Civil Engineer:
 Galena Engineering, Inc.
 317 North River Street
 Hailey, Utah 83333
 (208) 788-1705 tel.
Landscape Architect:
 Eggers Associates, Landscape Architecture
 560 North Second Avenue
 Ketchum, Idaho 83340
 (208) 725-0988 tel.
 (208) 725-0972 fax



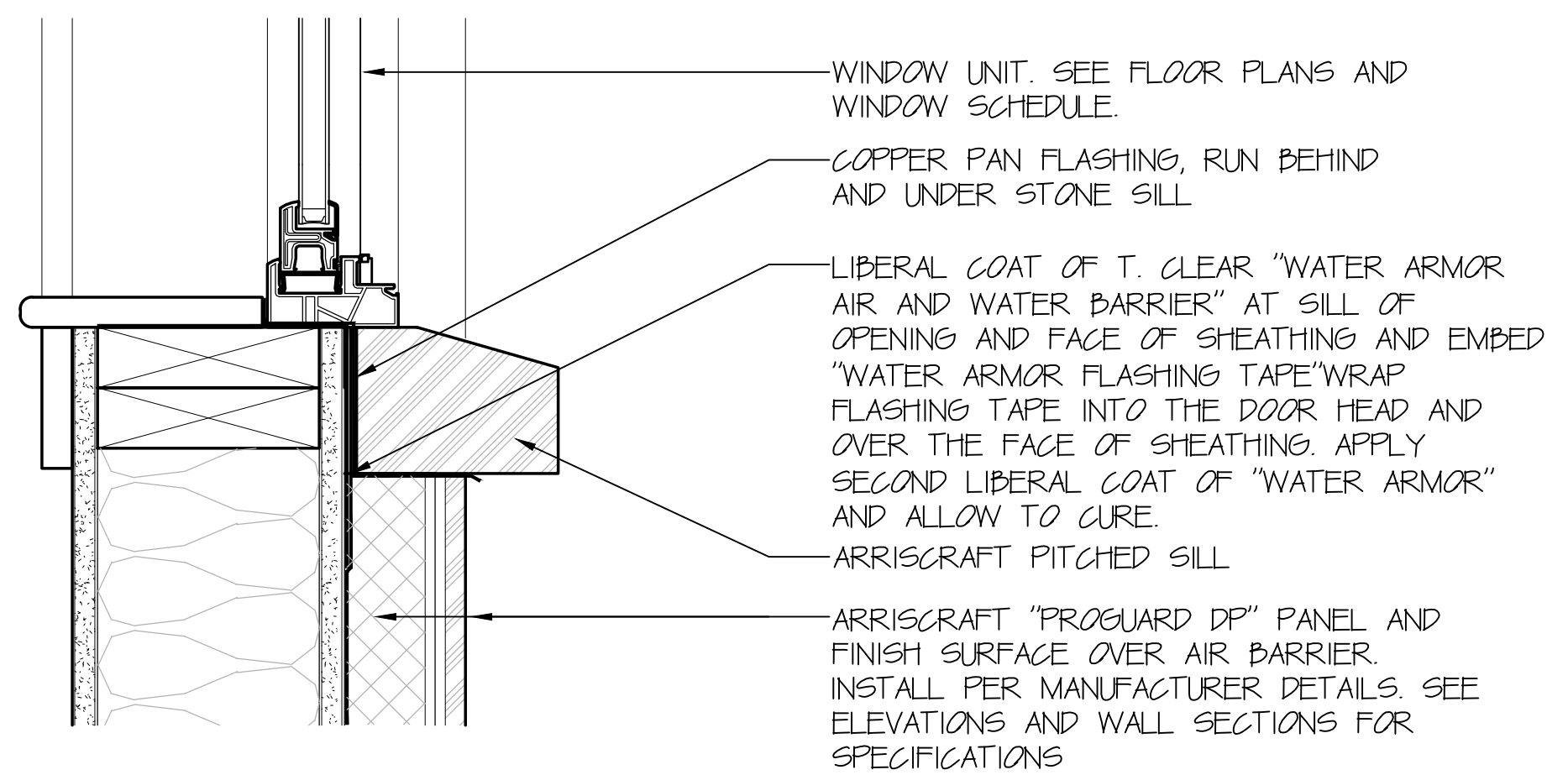
4 TYPICAL ARCH WINDOW HEAD DETAIL
 A6.0 SCALE: 3/4"=1'-0"



2 TYPICAL WINDOW HEAD DETAIL
 A6.0 SCALE: 3/4"=1'-0"



3 TYPICAL WINDOW SILL DETAIL
 A6.0 SCALE: 3/4"=1'-0"



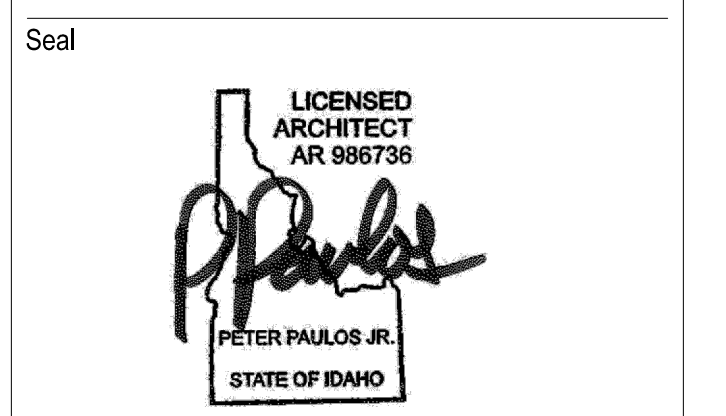
1 TYPICAL WINDOW SILL DETAIL
 A6.0 SCALE: 3/4"=1'-0"

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P H ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF P H ARCHITECTS L.L.C.

WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.



Revisions		
No.	Date	Issue
5.	2021/06/17	ZONING SUBMISSION

DETAILS	
Date: 2021/12/17	Project No.: 20-001
Scale: AS NOTED	CAD File Name: base-details
Design: sbz	Checked:
Sheet No.:	

A6.0

Attachment C

Application Materials:

Lot Consolidation

Preliminary Plat

Application

&

Supplemental Materials



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
Application Number	P22-043 A
Date Received	7/20/22
By	SMcCollum
Fee Paid	950.
Approved Date	
By	

Subdivision Application

Submit completed application to the Planning and Building Department electronically to planningandzoning@ketchumidaho.org. Once your application has been received, we will review it and contact you with the next steps. 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: Lot 1A Block 5 Ketchum Townsite			
Owner of Record: See plat note 3.			
Address of Owner: See plat note 3.			
Representative of Owner: See plat note 3.			
Legal Description: Ketchum Block 5 Lots 1 & 2	RPK 0000050010 & 0000050020		
Street Address:			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 1			
Total Land Area: 10,989 S.F. (0.25 AC)			
Current Zoning District: CC			
Proposed Zoning District: CC			
Overlay District:			
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: N/A			
Easements to be dedicated on the final plat: NONE			
Briefly describe the improvements to be installed prior to final plat approval: None.			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org			

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

7-12-22



ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.


Countersigned by:


Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
(208) 726-0700
Agent ID: 120037




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

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File No. 1921938

ALTA Owner's Policy 06-17-06

Page 1 of 4 of Policy Serial No.: O-0000-921114738



COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely; or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured.
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the

Insured named in Schedule A for estate planning purposes.

- (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

CONDITIONS (Continued)

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

CONDITIONS (Continued)

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

ALTA OWNER'S POLICY OF TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**Name and Address of
Title Insurance Company:**

Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252

File No.: 1921938

Policy No.: O-0000-921114738

Address Reference: Vacant Land, Ketchum, ID 83340
(For Company Reference Purposes Only)

Amount of Insurance: \$2,420,000.00

Premium: \$6,479.00

Date of Policy: May 07, 2021 at 2:58 pm

1. Name of Insured:

4th and Main Ketchum, LLC, a Utah limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

4th and Main Ketchum, LLC, a Utah limited liability company

4. The Land referred to in this policy is described as follows:

Lots 1 and 2 in Block 5, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

SCHEDULE B

File No.: 1921938

Policy No.: O-0000-921114738

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
2. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records..
6. Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
9. General taxes for the year 2021 and subsequent years, which are a lien due not yet payable.
10. Water, sewer, rubbish charges of the City of Ketchum.
11. Ketchum rubbish charges billed by Clear Creek Disposal.
12. Facts evidenced by that certain Survey, recorded June 9, 2017, as [Instrument No. 644104](#), records of Blaine County, Idaho.
13. Facts evidenced by that certain ALTA/NSPS Land Title Survey produced by Benchmark Associates for Solstice Homes as Project No. 19195 dated November 21, 2019.



SCHEDULE B

14. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$2,250,000.00
Dated: 05/07/2021
Grantor: 4th and Main Ketchum, LLC, a Utah limited liability company
Trustee: Blaine County Title, Inc.
Beneficiary: HARM, LLC, an Idaho limited liability company
Recorded: 05/07/2021, as Instrument No. 682376, records of Blaine County, Idaho
15. Subordination Agreement, executed by PH Architects, in favor of Harm, LLC, recorded 05/07/2021 as Instrument No. 682377, records of Blaine County, Idaho.
16. Subordination Agreement, executed by B & G Dirtworks, LLC, in favor of Harm, LLC, recorded 05/07/2021 as Instrument No. 682378, records of Blaine County, Idaho.
17. Subordination Agreement, executed by Gordon Goetechnical Engineering, in favor of Harm, LLC, recorded 05/07/2021 as Instrument No. 682379, records of Blaine County, Idaho.



Instrument # 682375

HAILEY, BLAINE, IDAHO
05-07-2021 2:58:38 PM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile



WARRANTY DEED

FOR VALUE RECEIVED

400 North Main, LLC, an Idaho Limited Liability Company,

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

4th and Main Ketchum, LLC, a Utah limited liability company

the Grantee, whose current address is: 4685 Highland Dr Suite 224, Salt Lake City, UT 84117

the following described premises, to-wit:

Lots 1 and 2 in Block 5, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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

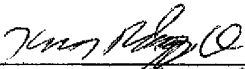
Dated this 5TH day of MAY ~~20~~ 2021

400 North Main, LLC

Charles P. Stevenson, Jr., Member

State of New York
County of SUFFOLK

This record was acknowledged before me on 5th day of May, 2021, by
Charles P Stevenson Jr, as Member of 400 North Main, LLC.


Notary Public Kevin Rodriguez
My Commission Expires: April 12th 2025

(STAMP)
KEVIN RODRIGUEZ OSORIO
NOTARY PUBLIC, STATE OF NEW YORK
NO.01RO6416209
QUALIFIED IN SUFFOLK COUNTY
TERM EXPIRES APRIL 12, 2025

Attachment D

Application Materials:

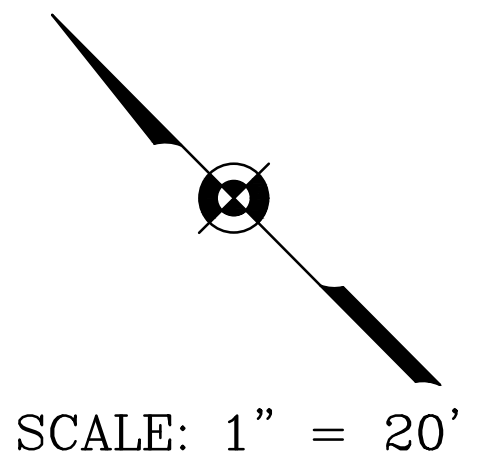
Lot Consolidation

Preliminary Plat

Plan Set

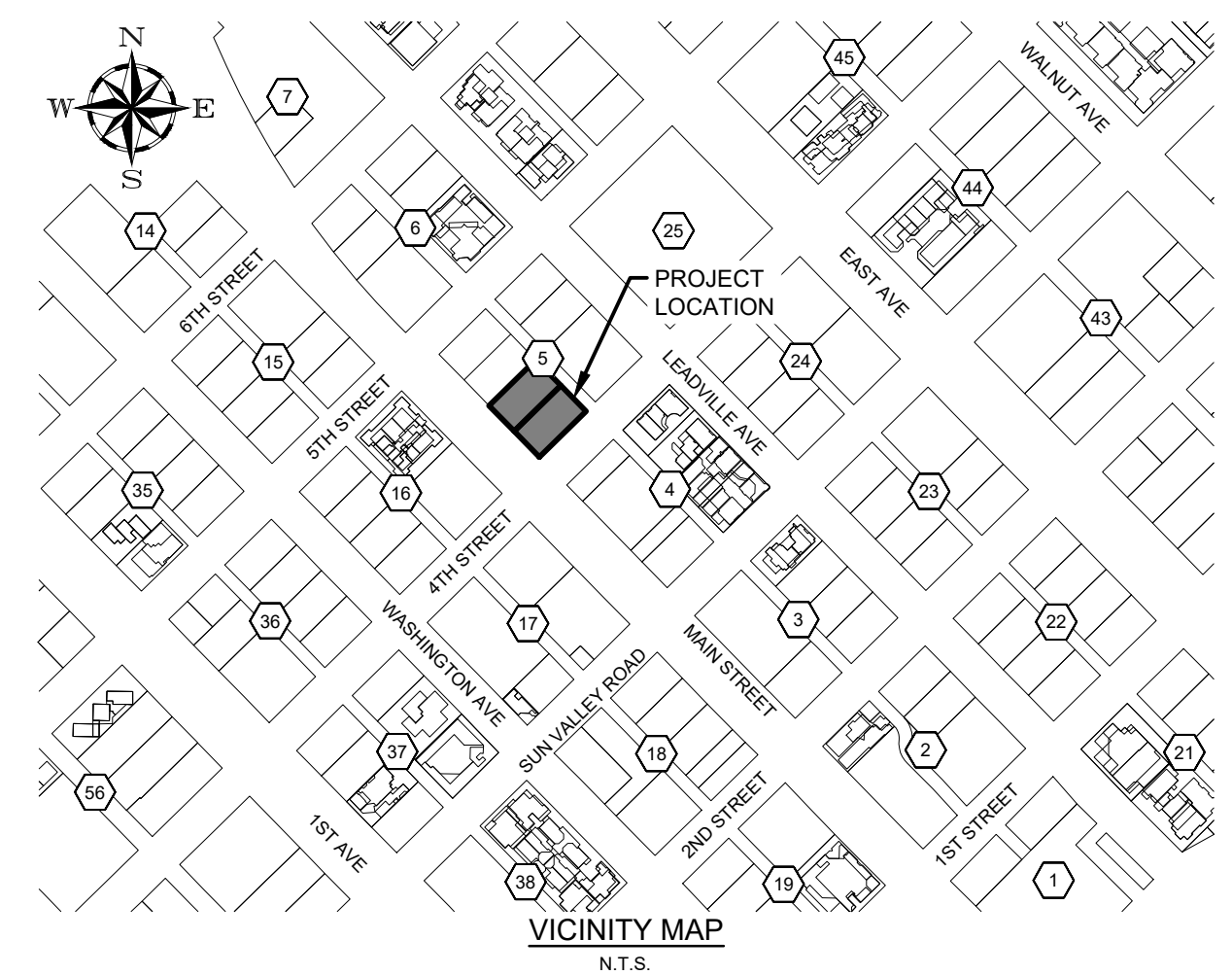
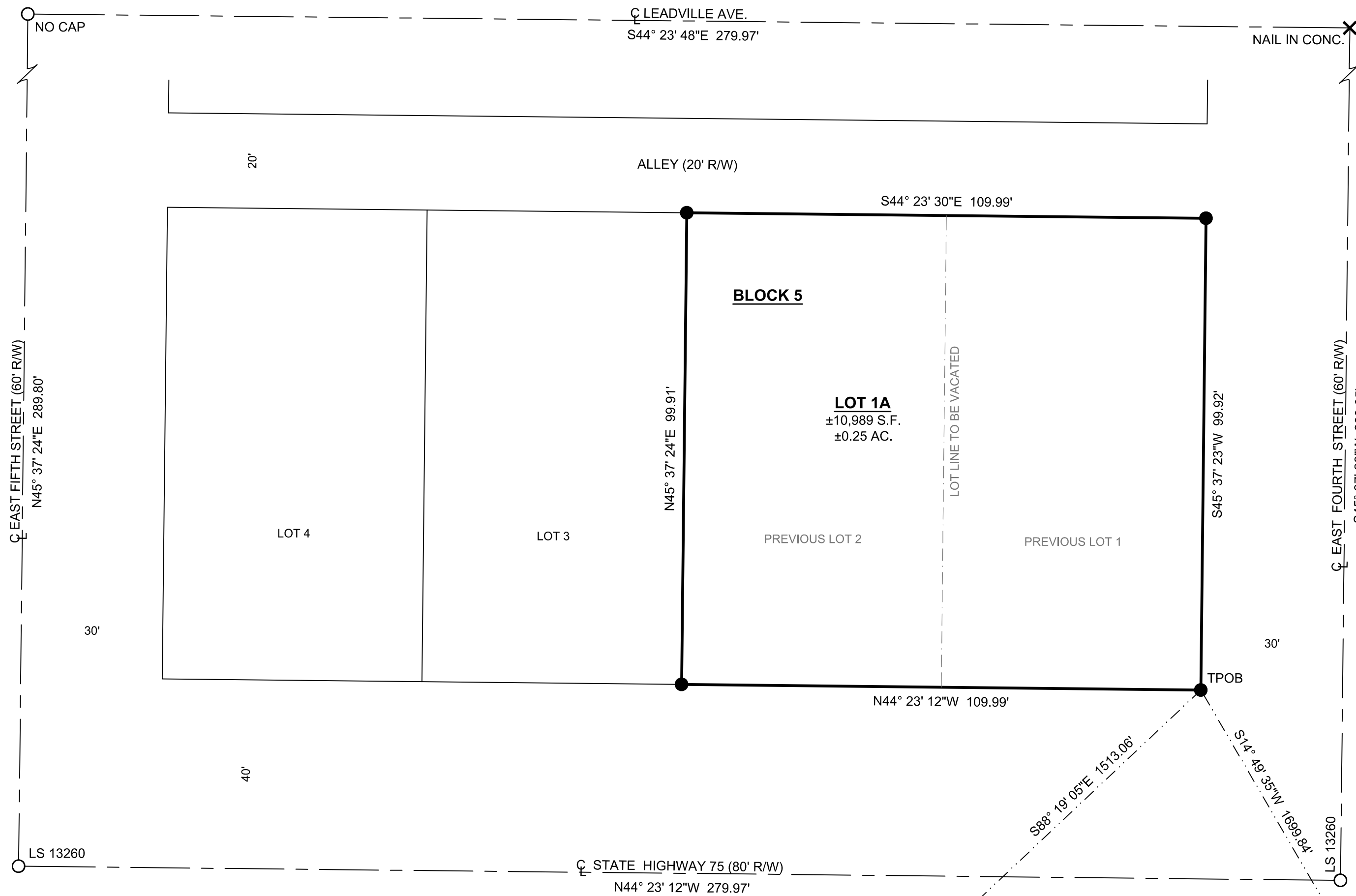
A PLAT SHOWING
LOT 1A, BLOCK 5, KETCHUM TOWNSITE
 LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 WHEREIN THE LOT LINE BETWEEN LOTS 1 AND 2, BLOCK 5, CITY OF KETCHUM IS VACATED

JANUARY 2022



SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of Lots 1 and 2, Block 5, Ketchum, Idaho, and vacate the line between the lots. The boundary shown is based on found monuments and the Record of Survey for Block 5, Lots 1 & 2, Instrument Number 644104, records of Blaine County, Idaho. A found monument has been accepted. Lot corner monuments were set by block breacher and orientation record distances.
2. The current zoning is CC. Refer to the City of Ketchum Zoning Ordinance for specific information about this one.
3. The owner of Lots 1 & 2 is 400 N Main, LLC, PO Box 1390, South Teton, WY 11969 and the owner of Lots 3 & 4 is Forest Investment, LLC, P.O. Box 775, Ketchum, ID 83340. The survey representation is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.



LEGEND

	Project Line		IC Eligible
	Adjoiner's Lot Line		NC No Call
	Center line		TPOB True Point of Beginning
	GIS Tie Line		
	Lot Line to be Vacated		
	Found Altimeter		
	Found 5/8" Rebar		
	Nail in Concrete		
	Set 5/8" Rebar		

BLAINE COUNTY
 G.I.S. CONTROL
 " 2ND-8TH"
 FOUND 5/8" REBAR

BLAINE COUNTY
 G.I.S. CONTROL
 " 1ST-3RD"
 FOUND ALUMINUM CAP

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date _____ South Central District Health Dept., EHS



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

LOT 1A, BLOCK 5,
 KETCHUM TOWNSITE

GALENA ENGINEERING, INC.
 HAILEY, IDAHO

1 OF 2
 Job No. 7821

Attachment E

Application Materials:
Condominium Subdivision
Preliminary Plat
Application
&
Supplemental Materials



**City of Ketchum
Planning & Building**

Per **Subdivision Application**

OFFICIAL USE ONLY	
Application Number:	<i>P22-043 B</i>
Date Received:	<i>11/01/22</i>
By:	<i>S McCullen</i>
Fee:	<i>5775.00</i>
Approved Date:	
By:	

Submit completed application to the Planning and Building Department electronically to planningandzoning@ketchumidaho.org. Once your application has been received, we will review it and contact you with the next steps. 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: Solstice Condominiums			
Owner of Record: See plat note 10.			
Address of Owner: See plat note 10.			
Representative of Owner: See plat note 10.			
Legal Description: Ketchum Block 5 Lots 1 & 2		RPK 00000050010 & 00000050020	
Street Address:			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 4 Retail Units and 7 Residential Units			
Total Land Area: 10,989 S.F. (0.25 AC)			
Current Zoning District: 10,989 S.F. (0.25 AC)			
Proposed Zoning District: Community Core (CC) Retail Core Subdistrict			
Overlay District:			
TYPE OF SUBDIVISION			
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: None.			
Briefly describe the improvements to be installed prior to final plat approval: Certificate of Occupancy per 16.04.070C1a			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org			

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 _____



ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:


1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:


Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
(208) 726-0700
Agent ID: 120037




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

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File No. 1921938

ALTA Owner's Policy 06-17-06

Page 1 of 4 of Policy Serial No.: O-0000-921114738



COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely; or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured.
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the

Insured named in Schedule A for estate planning purposes.

- (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

CONDITIONS (Continued)

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

CONDITIONS (Continued)

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

ALTA OWNER'S POLICY OF TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**Name and Address of
Title Insurance Company:**

Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252

File No.: 1921938

Policy No.: O-0000-921114738

Address Reference: Vacant Land, Ketchum, ID 83340
(For Company Reference Purposes Only)

Amount of Insurance: \$2,420,000.00

Premium: \$6,479.00

Date of Policy: May 07, 2021 at 2:58 pm

1. Name of Insured:

4th and Main Ketchum, LLC, a Utah limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

4th and Main Ketchum, LLC, a Utah limited liability company

4. The Land referred to in this policy is described as follows:

Lots 1 and 2 in Block 5, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

SCHEDULE B

File No.: 1921938

Policy No.: O-0000-921114738

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
2. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records..
6. Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
9. General taxes for the year 2021 and subsequent years, which are a lien due not yet payable.
10. Water, sewer, rubbish charges of the City of Ketchum.
11. Ketchum rubbish charges billed by Clear Creek Disposal.
12. Facts evidenced by that certain Survey, recorded June 9, 2017, as [Instrument No. 644104](#), records of Blaine County, Idaho.
13. Facts evidenced by that certain ALTA/NSPS Land Title Survey produced by Benchmark Associates for Solstice Homes as Project No. 19195 dated November 21, 2019.



SCHEDULE B

14. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$2,250,000.00
Dated: 05/07/2021
Grantor: 4th and Main Ketchum, LLC, a Utah limited liability company
Trustee: Blaine County Title, Inc.
Beneficiary: HARM, LLC, an Idaho limited liability company
Recorded: 05/07/2021, as Instrument No. 682376, records of Blaine County, Idaho
15. Subordination Agreement, executed by PH Architects, in favor of Harm, LLC, recorded 05/07/2021 as Instrument No. 682377, records of Blaine County, Idaho.
16. Subordination Agreement, executed by B & G Dirtworks, LLC, in favor of Harm, LLC, recorded 05/07/2021 as Instrument No. 682378, records of Blaine County, Idaho.
17. Subordination Agreement, executed by Gordon Goetechnical Engineering, in favor of Harm, LLC, recorded 05/07/2021 as Instrument No. 682379, records of Blaine County, Idaho.



Instrument # 682375

HAILEY, BLAINE, IDAHO
05-07-2021 2:58:38 PM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile



WARRANTY DEED

FOR VALUE RECEIVED

400 North Main, LLC, an Idaho Limited Liability Company,

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

4th and Main Ketchum, LLC, a Utah limited liability company

the Grantee, whose current address is: 4685 Highland Dr Suite 224, Salt Lake City, UT 84117

the following described premises, to-wit:

Lots 1 and 2 in Block 5, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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

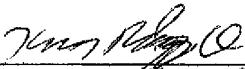
Dated this 5TH day of MAY ~~20~~ 2021

400 North Main, LLC

Charles P. Stevenson, Jr., Member

State of New York
County of SUFFOLK

This record was acknowledged before me on 5th day of May, 2021, by
Charles P Stevenson Jr, as Member of 400 North Main, LLC.


Notary Public Kevin Rodriguez
My Commission Expires: April 12th 2025

(STAMP)
KEVIN RODRIGUEZ OSORIO
NOTARY PUBLIC, STATE OF NEW YORK
NO.01RO6416209
QUALIFIED IN SUFFOLK COUNTY
TERM EXPIRES APRIL 12, 2025

After Recording Return To:

4th & Main, LLC

4685 South Highland Drive, Suite 224

Salt Lake City, UT 84117

Copy to:

Shumway Van

8 East Broadway, Suite 550

Salt Lake City, UT 84111

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
4TH & MAIN CONDOMINIUM ASSOCIATION, INC.,
A PLANNED UNIT DEVELOPMENT
IN
BLAINE COUNTY, IDAHO

THIS AMENDED DECLARATION INCLUDES IMPORTANT SPECIAL DECLARANT RIGHTS IN SECTION 22, IMPORTANT CONFLICT AND LITIGATION RESOLUTION AND AVOIDANCE PROVISIONS IN SECTION 23.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
4TH & MAIN CONDOMINIUM ASSOCIATION, INC.

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 4TH & MAIN CONDOMINIUM ASSOCIATION, INC. (hereinafter the "Declaration") is effective as of the date it is recorded in the Blaine County Recorder's Office by 4th & Main, LLC (the "Declarant").

RECITALS

A. Declarant is the owner of certain real property located in Blaine County, State of Idaho, which is more particularly described in Exhibit C, attached hereto.

B. Declarant is developing a planned development know as 4th & Main, which is a planned unit development project with a mixture of multi-family and commercial uses.

C. Declarant also intends to create a condominium association covering the Project's residential and commercial portions, which Association will maintain common areas within the boundaries of the Project, provide for management and operation of the Association, levy and collect assessments, and administer and enforce the terms of the Declaration for each Unit

NOW, THEREFORE, for the reasons recited above and subject to the Terms and Conditions set forth below, the Declarant hereby adopts the following:

ARTICLE 1 – DEFINITIONS

As used herein, unless the context otherwise requires:

- 1.1 **"Act"** shall mean the Condominium Property Act codified beginning at Section 55-1501, Idaho Code.
- 1.2 **"Allocated Interest"** shall mean the interest of that Owner (expressed as a percentage in Exhibit A to this Declaration) in the Common Expense liability and for the purposes of voting in the Association.
- 1.3 **"Articles"** shall mean the Articles of Incorporation or the chartering document of any other legal entity, if any shall be formed for the Association.
- 1.4 **"Assessments"** shall mean any monetary charge imposed or levied on an Owner by the Association as provided for in this Declaration.
- 1.5 **"Association"** shall refer to 4th & Main Condominium Association, Inc., the membership of which shall include each Owner in the Project. The Association is incorporated as a Nonprofit Corporation. If the Owners are organized as another type of entity or if the

Owners act as a group without legal organization, "Association" as used in this Declaration shall refer to that entity or group.

- 1.6 "Association Warranty" shall have the meaning stated in Section 23.2.
- 1.7 "Bylaws" shall mean the Bylaws of the Association attached as Exhibit B, and all valid amendments and supplements thereto. No amendment to the Bylaws shall be effective until it is recorded.
- 1.8 "Committee Member" shall mean a duly qualified and elected or appointed member of the Management Committee.
- 1.9 "Common Area" shall, unless otherwise more specifically provided in this Declaration, mean everything and everywhere in the Project, except to the extent any fixture, structure, or other area is within the boundaries of or a part of a Unit, including, but not limited to: all real property included within the Project, including any air space or subsurface rights, whether leasehold or in fee simple;
- (a) all foundations, columns, beams, supports, main walls, roofs;
 - (b) all parking areas, parking area access ramps and driveways, entry and other related structures;
 - (c) all fixtures and equipment related to the provision of electricity, gas, water, television, internet, and electronic services, and the removal of waste water;
 - (d) all stairways used by more than one Unit;
 - (e) all hallways or corridors used by more than one Unit;
 - (f) all entry areas and lobbies;
 - (g) all elevators;
 - (h) the exterior plaza;
 - (i) as applicable, all maintenance areas and areas for trash collection located in the parking area;
 - (j) as applicable, all apparatus and installations clearly intended and existing for common use;

- (k) all Limited Common Areas; and
 - (l) all other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.
- 1.10 **"Common Expenses"** shall mean the actual and estimated costs for: (a) maintenance, management, operation, repair and replacement of the Common Area which is maintained by the Association; (b) maintenance, repair, and replacement of those aspects of the Units which are maintained by the Association; (c) management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys, consultants, and employees; (d) utilities (other than utilities that are separately metered and charged to the Units), extermination, security, gardening and other related services; (e) insurance and bonds required or allowed by this Declaration; (f) the establishment of reserves; (g) other miscellaneous charges incurred by the Association as provided for or allowed in the Act or the Governing Documents; (h) any other expenses of the Association arising from the operation of the Association and not otherwise precluded by the Governing Documents or any applicable law.
- 1.11 **"Commercial Space"** shall mean the Commercial Unit or other which may be used, leased, or rented for the purpose of conducting commercial business. Commercial Space includes areas for restaurants, clubs, gift shops, hair and beauty shops, fitness facilities, childcare facilities, real estate sales, and professional offices. Commercial Space may take the form of condominium but does not include other Residential Units used, lease, or rented for overnight or longer residential accommodations.
- 1.12 **"Commercial Unit"** shall mean a Unit to be used as Commercial Space, rather than for residential purposes.
- 1.13 **"Community-Wide Standard"** shall mean (a) the standard of use, conduct, architecture, landscaping, aesthetic matters, maintenance, repair, replacement and upkeep generally prevailing in the Association, or (b) the minimum standards described in this Declaration, the Rules, resolutions, and all other Governing Documents. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the discretion of the Management Committee. The Community-Wide Standard may or may not be set out in writing. The Declarant initially shall establish such standard; however, the Community-Wide Standard may evolve as development progresses and as the Association matures.
- 1.14 **"Control Period"** shall have the meaning stated in Section 22.3.
- 1.15 **"Costs"** shall have the meaning stated in Section 18.1.

- 1.16 "Covered Loss" shall have the meaning stated in Section 11.3.
- 1.17 "Customary Parking" shall have the meaning stated in Section 10.6.
- 1.18 "Declarant" shall mean 4th & Main, LLC.
- 1.19 "Declaration" shall mean this Declaration, including all attached exhibits that are incorporated by reference, and any and all amendments to this Declaration.
- 1.20 "Environmental Law" shall have the meaning stated in Section 10.22.
- 1.21 "Family Member" shall have the meaning stated in Section 20.2.
- 1.22 "Governing Documents" shall refer to this Declaration, the Plat, the Bylaws, the Rules, any Articles, including any amendments made thereto, and any other documents or agreements binding upon all of the Owners.
- 1.23 "Hazardous Substances" shall have the meaning stated in Section 10.22.
- 1.24 "Insurable Property" shall have the meaning stated in Section 11.3.
- 1.25 "Insurance Trustee" shall have the meaning stated in Section 11.11.
- 1.26 "Lender" shall mean a holder of a mortgage or deed of trust on a Unit.
- 1.27 "Limited Common Area" shall mean the driveways and porches allocated by this Declaration for the exclusive use of one or more Owners to the exclusion of other Owners. Conveyance of a Unit includes the use of the Limited Common Area appurtenant to the Unit.
- 1.28 "Manager" shall mean any entity or person engaged by the Management Committee to manage the Project.
- 1.29 "Management Committee" shall mean the entity with primary authority to manage the affairs of the Association.
- 1.30 "Material Alteration" shall have the meaning stated in Section 4.4.
- 1.31 "Non-Owner Occupied Unit" shall have the meaning stated in Section 20.2.
- 1.32 "Notice of Claim" shall have the meaning stated in Section 23.4.

- 1.33 **"Occupant"** shall mean a Person or Persons, other than an Owner, in possession of, using, entering into, or living in a Unit or the Project, including, without limitation, family members, tenants, guests, and invitees of an Owner or an Occupant. Occupants shall include any trespassers or previously lawful occupants if the Owner fails to secure the Unit against trespass, fails to take action necessary and appropriate to remove trespassers or previously lawful occupants immediately upon notice of the trespass or occupancy, or fails to take reasonable measures to become aware of any unauthorized Occupants in the Unit or of any unauthorized entry and use of the Unit (which shall include the duty to verify the physical condition and occupancy of the Unit at least monthly if it is left unoccupied).
- 1.34 **"Owner"** shall mean the Person or Persons who are vested with record title to a Unit, and whose interest in the Unit is held (in whole or in part) in fee simple, according to the records of the County Recorder of Blaine County, Idaho. However, Owner shall not include a trustee for a deed of trust.
- 1.35 **"Owner Warranty"** shall have the meaning stated in Section 23.3.
- 1.36 **"Person"** shall mean a natural individual, corporation, estate, partnership, trustee, association, joint venture, government, governmental subdivision or agency, or any other legal entity with the legal capacity to hold title to real property.
- 1.37 **"Plat"** shall mean the record of survey map or maps of the Project recorded in the records of the County Recorder of Blaine County, Idaho and all amendments and supplements thereto.
- 1.38 **"Project"** shall mean the Property and all structures and improvements thereon including the Units, the Common Area, and the Limited Common Areas. The Project is named "4th & Main" and is located entirely in Ketchum, Blaine County, Idaho.
- 1.39 **"Property"** shall mean the property legally described in Exhibit C and all easements and rights appurtenant thereto.
- 1.40 **"Rules"** shall mean and refer to the rules adopted by the Association.
- 1.41 **"Remodeling"** shall have the meaning stated in Section 4.3.
- 1.42 **"Signs"** shall have the meaning stated in Section 10.2.
- 1.43 **"Special Assessments"** shall have the meaning stated in Section 7.11.

- 1.44 “**Special Declarant Rights**” shall have the meaning stated in Section 22.1.
- 1.45 “**Temporary Parking**” shall have the meaning stated in Section 10.6.
- 1.46 “**Terms and Conditions**” shall mean any one or all of the terms, covenants, rights, obligations, and restrictions set forth in the Governing Documents.
- 1.47 “**Unit**” shall mean and refer to any one of the individual condos in the Project for which the exterior boundaries at ground level are identified as a “Unit” on the Plat. Except where the context specifically requires otherwise, reference to a Unit shall include reference to the Allocated Interest appurtenant to such Unit.
- 1.48 “**Unit Damage**” shall have the meaning stated in Section 11.3.
- 1.49 “**Unit Damage Percentage**” shall have the meaning stated in Section 11.3.

ARTICLE 2 – THE PROJECT

- 2.1 **Binding Effect of Governing Documents.** The Declarant hereby declares that the Property is part of the Project and declares that the Project and all of the Units shall be held, transferred, mortgaged, encumbered, occupied, used, and improved subject to the Terms and Conditions, which Terms and Conditions shall, to the extent they are included in recorded documents, constitute equitable servitudes and covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Association, the Declarant, and each Owner, including their respective heirs, executors, administrators, personal representatives, successors and assigns. By acquiring any interest in a Unit such Owner consents to, and agrees to be bound by, each and every Term and Condition in the Governing Documents.
- 2.2 **Nature of the Project.** The Project is a condominium style community containing 12 Units and 4 Commercial Units in one building. It includes driveways, parking areas, a plaza, and open space. The Project is not a cooperative.
- 2.3 **Project Name.** The Project shall be named, identified, and known as 4th & Main, unless otherwise changed as provided for in this Declaration.
- 2.4 **Identification of Units.** All of the Units are referenced specifically and identified by location on the Plat.
- 2.5 **Registered Agent.** The Registered Agent of the Association shall be as provided for in entity filings of the Association.

2.6 **Expansion of Project.** The Project may be expanded by the Declarant.

ARTICLE 3 – DESCRIPTION OF THE UNITS, LIMITED COMMON AREA, AND ALLOCATED INTERESTS

3.1 **The Unit.**

- (a) Each Unit is identified on the Plat by a distinct Lot number that identifies the Unit. That number may or may not be consistent with the mailing address of the Unit.
- (b) Subject to further specification herein, each Unit consists generally of all structures on or within the boundary of the Unit, including, but not limited to: (1) all interior and exterior walls, wall surfaces, floors, ceilings, foundations, and fixtures and (2) in all walls shared with or abutting another Unit, the Unit shall extend to the center of the wall, which shall form the boundary of the Units sharing that wall. Any structure that extends beyond the vertical plane of the ground level boundary of the Unit is part of the Unit if it: (1) is attached to or part of a Unit, and (2) was constructed as part of the original construction of the Unit.
- (c) All pipes, wires, conduits, chutes, flues, ducts, shafts, public utility, water or sewer lines, or any other similar fixtures lying inside the designated boundaries of a Unit shall be part of the Unit.
- (d) All exterior and interior doors, door jams, windows, windowsills, window frames and all components therein, in or on the boundary of any Unit are part of the Unit. Sky lights, if any, and all installations related thereto are part of the Unit.
- (e) All storage allocated to a specific Unit, whether located under or within structures shall be part of the Unit to the same extent as described above for the interior of the Unit.
- (f) Variances between the Plat and as-built construction. The original construction shall be the controlling dimension for any Unit. The original construction shall be the first installation of foundations, framing, and wallboard. If the Management Committee determines (in its sole discretion) that the then current construction varies from the original as-built construction, then the Association may, at the expense of the Association or the Owner, in the Management Committee's discretion, require that the current construction be made to comply with the original construction. In exercising its discretion on this issue, the Management Committee shall consider: (1) whether the Owner caused the nonconforming construction; (2) whether the Owner sought or obtained Management Committee approval for any nonconforming construction; (3) whether other Owners engaged in similar nonconforming construction; (4) the overall

culpability of the Owner as it relates to the nonconforming construction; and (5) the reason for the nonconforming construction.

3.2 **Limited Common Area.**

(a) **Specific Identification of Limited Common Areas.** The Limited Common Area of each Unit shall consist of the parking stalls that serve only that Unit, and balconies.

(b) **No Severance of Limited Common Area.** The right to the exclusive use of the Limited Common Area shall be appurtenant to each respective Unit where so identified and may not be severed from the ownership of the Unit.

3.3 **Allocated Interest of Each Unit in the Votes of the Association.** The Owners of each Unit shall be entitled to their Allocated Interest for all matters related to the Association that Owners are permitted or required to vote or approve. The Allocated Interests shall be as provided for on Exhibit C. The square footage measurements in Exhibit C, upon which the Allocated Interests are established, are estimates for this purpose only and any difference in actual square footage in any Unit and the square footage in Exhibit C shall not be a reason to alter or change any Allocated Interest.

3.4 **Plat.** The Plat and all dimensions, descriptions, and identification of boundaries therein, are hereby incorporated into and made a part of this Declaration. If any conflict exists between the Plat and this Declaration, the Declaration shall control.

ARTICLE 4 – MAINTENANCE, REMODELING, AND UTILITIES

4.1 **Owner Responsibility for Maintenance of Units.**

(a) Each Owner shall furnish and be responsible for, at the Owner's own expense, all of the maintenance, repair, and replacement of all of the following in a manner consistent with the Community-Wide Standard:

1. all interior and exterior doors, including thresholds and door jams;
2. all paneling, tiles, wallpaper, paint, carpet, finished interior flooring, fireplaces, and any other materials constituting the finished interior surfaces of floors, ceilings, or walls;
3. all drywall, wallboard, or similarly functioning materials within the Unit;

4. all framing, insulation, and other materials associated with interior nonbearing walls;
 5. all windows, window sills, window frames, and skylights, including the interior and exterior cleaning of such windows and any door glass (the Association may elect to arrange and pay for the cleaning of exterior windows as a common expense or may require the Owners to pay a particular person or company to clean on a schedule determined by the Association);
 6. all sewer and drainage pipes, water, power, and other utility lines, and any wiring related to the provision of television, telephone, or internet services, to the extent that they are located within an Owner's Unit;
 7. all plywood decking and similar materials on interior floors;
 8. any of the following located wherever they might be located (inside or outside of the Unit) that serve an Owner's Unit exclusively: lighting fixtures (including lighting particular to a porch or patio but not including exterior lighting attached to a Unit for the purpose of lighting common area outside of those areas), fans, plumbing fixtures (other than pipes located outside of a Unit), stoves, refrigerators, hot water heaters, air conditioning units (including compressors, condensers, ducting, and forced air units), intercoms, security systems, and such other appliances, fixtures, and decorations as an Owner may install as permitted in this Declaration; and
 9. the paint and any other decorative finish inside the opening to any skylight; and
- (b) The Owner shall be responsible for keeping the Unit and all porches and exterior balconies associated with an Owner's Unit in a clean and sanitary condition, free of pests and rodents, and uncluttered. The Management Committee may set forth in the Rules any limits, restrictions, or guidelines on what may or may not be left, stored, or installed on any porch or balcony, which may include a prohibition on leaving, installing, or storing any items in such places.

4.2 **Association Responsibility for Maintenance of Units.** The Association shall furnish and be responsible for, at the Association's expense, the maintenance, repair, and replacement of the following:

- (a) all foundations (not including concrete pads within a Unit);

- (b) all framing and structural components in ceilings and floors (not including concrete pads or plywood decking);
- (c) all framing, structural components, and insulation in exterior and bearing walls;
- (d) except as otherwise provided herein, all framing, structural components, and insulation located exterior to any drywall or similar materials on the interior of the Unit;
- (e) the outside exterior surfaces of the Unit and all components that are a part of the outside surface of all exterior walls and outside surfaces of the Unit, except as otherwise specifically assigned in this Declaration to the Owner for maintenance and repair;
- (f) the framing, structural components, and insulation in any walls common to two Units;
- (g) any patios, porches, and balconies on the exterior of any Unit and any railings associated therewith;
- (h) the corridors, hallways and lobby areas serving more than one Unit;
- (i) the stairs serving more than one Unit;
- (j) the elevator;
- (k) the exterior plaza;
- (l) the barbeques and firepits;
- (m) the parking area ramp and entry area;
- (n) the landscaping and exterior landscape maintenance; and
- (o) the roofs and rain gutters;

4.3 **Modifications to Units.**

- (a) Without the prior approval of the Association, an Owner shall not make any alterations, repairs, or modifications to any part of the exterior of a building including any area that the Owner is obligated to maintain such as windows, light fixtures, sky lights, and exterior doors. The Association may require that such repairs or modifications, if allowed, be made in a particular manner, by a particular person, or that they comply with particular materials or aesthetic requirements or other standards.

(b) Except as otherwise provided herein, an Owner may complete any maintenance or upgrades to the interior of a Unit not otherwise defined as Remodeling, without prior approval of the Association.

(c) **Remodeling.**

1. For the purpose of this Declaration, "Remodeling" shall include, but not be limited to: changing, removing, or adding flooring such as carpet, linoleum, ceramic tile or hardwood floors; moving or removing walls; altering the walls beyond painting such as by adding interior brick, paneling, or glass; any change to the electrical, mechanical, plumbing, or ventilation system other than repairing, changing or replacing vent covers, outlet covers, or faucets; and any other activity generally referred to as remodeling.
2. Before beginning any Remodeling or deviating from a previously approved Remodeling plan, the Owner shall:
 - (i) notify the Association and provide the following: (1) a written description of the proposed Remodeling, (2) a description of how any debris or materials removed will be disposed of, (3) the date the Remodeling will begin, (4) the date the Remodeling is expected to be completed, (5) the names and contractor license numbers of all contractors and other persons expected or required to perform work in the Remodeling, (6) any expected nuisance that the Remodeling shall create such as noise or dust, and (7) the Owner's proposal for mitigating any expected nuisance; and
 - (ii) wait to begin the Remodeling until the Association gives written approval. If the Association does not respond within fifteen (15) days of a notice of Remodeling, the Owner may complete the Remodeling consistent with the information provided in the notice. The Association may respond by approving the request, requesting additional information, or denying the request if the notice is not complete or if the Remodeling plan appears unsafe or inconsistent with the terms of the Governing Documents. If the Association responds and requests further information or denies the request, the Owner shall not begin the Remodeling.
3. Without prior written permission of the Management Committee and regardless of whether any response from the Association is timely received or

not related to a request for Remodeling approval, none of the following shall occur at any time: (1) any use of the Common Area for staging, storage, assembly, or construction; (2) any nuisance as established by law or by the Governing Documents; (3) any blocking of the Common Area by vehicles, materials, or persons; or (4) any use of the Association's garbage and disposal facilities for the disposal of debris, materials, or other items related to Remodeling.

4. The Management Committee shall have no authority to approve of any Remodeling inconsistent with the Terms and Conditions that modifies the exterior dimensions of any Unit from the original construction (unless any such modification is approved of as otherwise provided herein), or that would cause unsafe conditions or a legal nuisance.

- (d) All Remodeling and other repairs and modifications to Units must be completed in compliance with all applicable building codes, laws, and the manufacturer's specifications for any materials, equipment, and fixtures.

4.4 Maintenance of and Modifications to Common Area.

- (a) **Maintenance of Common Area.** Except as maintenance obligations are otherwise assigned to the Owners in this Declaration, the Association shall repair, maintain, replace, clean, and pay all expenses associated with the Common Area as that area is defined in this Declaration and identified on the Plat. This shall include the right to modify, remove fixtures from, add fixtures and structures to, place signs upon, and otherwise modify the Common Area (subject to the obligation to get approvals for Material Alterations to the Project). The Association shall do all such other and further acts that the Management Committee deems necessary to preserve and protect the Common Area, in accordance with the general purposes specified in this Declaration. The Common Area includes all exterior porches attached to Units and any concrete, railings, structures, decks, stairways, and fences located in the Common Area or as identified on the Plat. The Association retains the absolute right to remove and replace any structure, item, or condition in the Common Area.

- (b) **Capital Improvements.** Capital improvements shall be governed by and subject to the following conditions, limitations, and restrictions:

1. Any capital improvement to the Project that does not materially alter the nature of the Project, may be authorized by the Management Committee alone. A "Material Alteration" to the Project is, for example, the installation of a previously non-existent and materially significant fixture or permanent removal of a

materially significant fixture such as a swimming pool, tennis court, or parking area. Landscaping alterations and the addition or removal of signs or small structures are not material unless they cause other material changes such as those listed above.

2. Any capital improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed or accomplished, be authorized by written consent of Owners holding at least thirty (30%) of the undivided ownership interest in the Common Areas and must be approved of by the Management Committee. Notwithstanding anything to the contrary, no Material Alteration that changes the size, shape, or location of any Unit shall be permitted without the written consent of all directly affected Owners and the written consent of Owners holding at least 50% of Allocated Interest in the Association.
 3. Notwithstanding the foregoing, the Association and its Management Committee may not unreasonably impede Declarants right to satisfy existing development financing for community improvements or Declarant's right to develop the Project or other properties in the vicinity of the Project.
- (c) **Snow Removal.** The Association may take reasonable efforts to remove snow from any sidewalks in the Project and any Common Area parking, driveways, and walkways and as necessary to allow vehicle and pedestrian access to each Unit. Owners shall be responsible for removing snow from any porches or balconies if they so desire. The Association shall take reasonable efforts to remove snow from the private streets within the Project.
- (d) **Standard of Maintenance.** The Management Committee shall determine, in its sole discretion, the appropriate maintenance standard for the Common Area, Limited Common Area, and the portions of the Units for which the Association has maintenance responsibility, so long as those areas are maintained in the best interests of the Owners.
- (e) **Landscaping Maintenance.** Material changes to the landscaping including the removal, without replacement, of certain plants, trees, and landscaping features may not be permitted, as dictated in any local requirements that are specific to the Project. Additional landscaping or certain types of landscaping, including the removal of topsoil, may also be prohibited. The Association shall comply with any local requirements that are specific to the Project in all landscaping maintenance, repairs, replacements, and changes.

- (f) **Assessment of Maintenance Expenses to Specific Owner.** Subject to the provisions related to insurance responsibility and deductible allocation herein, if the need for maintenance or repair is caused by an Owner or an Occupant, the Association shall assess to the Owner the actual cost of such maintenance or repair to the extent the repair costs are not paid for by any applicable insurance.
- 4.5 **Default in Maintenance.** If an Owner or Occupant fails to: (1) maintain a Unit or Limited Common Area as required in the Governing Documents, or (2) make repairs otherwise required of the Owner in such a manner as may be deemed reasonably necessary in the judgment of the Management Committee to preserve and protect the structural integrity, attractive appearance, good condition, and value of the Project, then the Association may give written notice to such Owner or Occupant stating with particularity the nature of the default and the corrective action that the Management Committee determines to be required and requesting that the same be carried out within a period of at least fourteen (14) days. If the Owner or Occupant fails to carry out such action within the period specified by the notice then the Association may cause corrective action to be taken (which may include completing the repairs and replacements) and may assess the Owner for all costs associated therewith.
- 4.6 **Utilities.** All utilities for individual Units (except those utility costs that are metered collectively and paid by the Association as a Common Expense item) will be metered separately to each Unit and such utility charges shall be the responsibility of the Unit Owner.

ARTICLE 5 – ORGANIZATION AND GOVERNANCE OF THE ASSOCIATION

- 5.1 **Organization of Association.** The Association shall serve as the organizational body for all Owners.
- 5.2 **Modifying or Changing the Name of the Project.** The name of the Project may be modified or changed pursuant to a lawful amendment to this Declaration.
- 5.3 **Legal Organization.** The Association, in the discretion of the Management Committee, shall be entitled to organize as a non-profit corporation or other legal entity that may be selected by the Management Committee. The Management Committee may select the name for this entity which shall, to the extent reasonably possible, be consistent with the name as identified in this Declaration. In the Management Committee's sole discretion, the Bylaws of the Association, may be adopted, in part or in whole, as the Bylaws of any corporation or legal organization of the Association, or the Association may adopt additional Bylaws or other necessary documents related to the legal organization of the Association which must be consistent with the then existing Declaration and Bylaws, unless they are amended pursuant to their terms. In the organization, reorganization, or amendment of any

- documents related to the legal organization of the Association, the terms in all such documents pertaining to the entity shall, to the extent possible under the applicable law, be consistent with the terms in the Declaration and the Bylaws. If the legal entity should ever expire or be dissolved for any reason as required or permitted by law, in any reorganization or reinstatement of the entity, the Association shall, to the extent possible and subject to any then-existing legal requirements, adopt documents with terms substantially similar to the documents related to the expired or dissolved entity.
- 5.4 **Membership.** Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Unit and such membership shall automatically terminate when the Owner ceases to have an ownership interest in a Unit. Upon the transfer of an ownership interest in a Unit, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Unit is held by more than one Person, the membership appurtenant to that Unit shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Unit is held.
- 5.5 **Availability of Documents.** The Association shall make available to the Owners, Lenders and insurers of any Lender, current copies of the Governing Documents and other minutes, books, records and financial statements related to the operations of the Association. The term "available" as used in this Section shall mean available for inspection and copying within thirty (30) days after receiving a proper request, during normal business hours and under other reasonable conditions. The Association shall have the right to refuse to disclose information that the Management Committee determines, in good faith, would reveal sensitive personal or financial information of another Owner or of an employee or agent of the Association, such as bank account numbers, birth dates, or social security numbers. The Association may require that the Owner comply with any statutory provision or other legal requirement applicable to providing this information before providing it.
- 5.6 **Management Committee.** The governing body of the Association shall be the Management Committee elected pursuant to the Bylaws. The Management Committee shall consist of five (5) members. Except as otherwise provided in this Declaration, or the Bylaws, the Management Committee shall act, in all instances, on behalf of the Association. Any reference to an act, right, or obligation of the Association in the Governing Documents may only be exerted or complied with through an action of the Management Committee. Except as may be specifically provided in the Declaration, Bylaws, or by applicable law, no Owner or group of Owners, other than the Management Committee, may direct the actions of the Association.
- 5.7 **Committee Members.**

(a) **Qualification.**

1. To be on the Management Committee, a person must be an Owner and over the age of eighteen (18) years old. If an Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manager, trustee, or beneficiary of such Owner may be a member of the Management Committee.
2. As further detailed and explained in the Bylaws, at least three (3) members of the Management Committee must at all times have as their primary residence, a Unit in the Project. The Bylaws shall provide for procedures to ensure this requirement is maintained and may include, but are not limited to, the expulsion of Committee Members.

(b) **Reasonable Ongoing Requirements for Committee Members.** The Bylaws may place reasonable obligations and requirements on existing Committee Members to retain their membership on the Management Committee, such as a requirement that a Committee Member attend a specified number of meetings. The Bylaws may further provide for a procedure for removal of any Committee Member who fails to comply with the reasonable requirements, which may include some action of the remaining Committee Members. Any Bylaw requirements adopted pursuant to this Section shall not apply to any Committee Members on the Management Committee during the two-year term of the Committee Member being served when they are adopted.

5.8 **Limitation on Authority of Owners, Committee Members, Officers, and the Management Committee.**

- (a) Except as provided herein or in the Bylaws, the Management Committee, any individual Owner, and any individual Committee Member or officer shall have no authority to and may not act on behalf of the Association or the Management Committee to:
1. amend or terminate any Governing Document;
 2. elect or remove members of the Management Committee;
 3. establish or change the qualifications, powers and duties, requirements, or terms of Committee Members or of the Management Committee; or

4. authorize or agree to any deviation or exception from the Terms and Conditions, except as provided in this Declaration.

- 5.9 **No Estoppel or Reliance on Actions or Authorizations Contrary to Governing Documents.** No one may rely upon any authorization (from the Management Committee or otherwise) contrary to the terms of the Governing Documents regardless of the circumstances under which it is given and no claim or defense of estoppel or waiver or similar equitable or legal claim or defense may be raised by anyone related to any alleged reliance. It is the responsibility of anyone interacting with, visiting, occupying, or purchasing a Unit in the Association to verify that anything that the Association does, does not do, or authorizes, related to the Project or the Association, is in compliance with the terms of the Governing Documents.

ARTICLE 6 – GENERAL RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

- 6.1 **Rights and Responsibilities of the Association.** The Association shall have the following rights and responsibilities in addition to any others set forth in the Governing Documents or provided for by law:
- (a) **Maintenance.** The Association shall make provisions for completing all maintenance, repair, and replacement requirements of the Association.
 - (b) **Paying Expenses.** The Association shall provide for the payment of Association expenses.
 - (c) **Setting and Collecting Assessments.** The Association shall establish, collect, and account for Assessments as necessary to operate the Project consistent with the requirements of the Governing Documents.
 - (d) **Entering Units.** After having given the appropriate notice as required in Article 17, the Association shall have the right at all times and upon reasonable notice (and at any time in case of an emergency) to enter into any Unit to abate any infractions, to make repairs or correct any violation of any of the Terms and Conditions, or to abate any condition that threatens the health or property of any Owner or Occupant.
 - (e) **Adopting and Enforcing Rules.** The Association may adopt Rules for the regulation and operation of the Project. If they are adopted, they shall be consistently and uniformly enforced. The Rules may address any issues including those addressed in any other Governing Document. The Rules may supplement, clarify, and add detail to issues addressed in the other Governing Documents so long as they do not contradict the same. The Management Committee's determination as to whether a particular activity

being conducted or to be conducted violates or will violate the Rules shall be conclusive, subject to a judicial determination if any is timely sought. The standard for adoption of Rules is one of reasonableness. Rules must be reasonable in light of all the circumstances pertaining to the situation or issue addressed by the Rules.

- (f) **Hiring Managers and Delegating Responsibilities.** The Association shall hire a Manager to assist the Management Committee in the management and operation of the Project and may delegate its powers and obligations in the Governing Documents to the Manager, employees, or other agents as it deems appropriate; provided, however, that only the Management Committee shall have the right to approve Association budgets, fines to Owners, and general and Special Assessments. Any powers and duties delegated to any Manager or other person may be revoked by the Management Committee at any time, with or without cause. Any management agreement must be terminable without penalty and with or without cause upon thirty (30) days' notice. THE MANAGEMENT COMMITTEE HAS NO AUTHORITY TO ENTER INTO ANY MANAGEMENT AGREEMENT OR CONTRACT INCONSISTENT WITH THE TERMS OF THE GOVERNING DOCUMENTS OR THAT PROVIDES FOR ANY TERMINATION FEE OR REQUIREMENT FOR TERMINATION FOR CAUSE.
- (g) **Other Necessary Rights.** The Association shall have any other right that is reasonably necessary to carry out the terms of the Governing Documents.
- (h) **Enforcement Rights.** In addition to any other remedies allowed or provided for in the Governing Documents for any violation of the Governing Documents, the Association may: (1) impose fines; (2) terminate Owners' rights to receive utility services paid as a common expense; (3) suspend an Owner's right to vote and/or suspend services the Association provides; (4) require an Owner, at the Owner's sole expense, to comply with the Community-Wide Standard; (5) take action to abate any violation at the Owner's sole cost and expense, and the Association shall have the right to enter onto an Owner's parcel to bring such parcel into compliance with the Community-Wide Standard should an Owner fail to comply with subsection (4) above after reasonable notification; (6) collect rents directly from tenants if Owners fail to pay Assessments; record a notice of violation with respect to any Unit on which a violation exists; and (8) take any other action or seek any other remedy allowed by the Act or other applicable Idaho law.

All rights and remedies of the Association shall be cumulative and the exercise of one remedy shall not preclude the exercise of any other right or remedy.

- (i) **Discretion in Enforcement.**

1. Subject to the discretion afforded in this Section, the Management Committee shall uniformly and consistently enforce and implement the Terms and Conditions in the Governing documents.
 2. The Management Committee shall use its reasonable judgment to determine whether to exercise the Association's powers to impose sanctions or pursue legal action for a violation of the Governing Documents, and may include in this analysis:
 - (i) whether to compromise a claim made by or against the Management Committee or the Association; and
 - (ii) whether to pursue a claim for an unpaid Assessment.
 3. The Association may not be required to take enforcement action if the Management Committee determines, after fair review and acting in good faith and without conflict of interest, that under the particular circumstances:
 - (i) the Association's legal position does not justify taking any or further enforcement action;
 - (ii) the covenant, restriction, or rule in the Governing Documents is likely to be construed as inconsistent with current law;
 - (iii) (A) a technical violation has or may have occurred; and (B) the violation is not material as to a reasonable person or does not justify expending the Association's resources; or
 - (iv) it is not in the Association's best interest to pursue an enforcement action, based upon hardship, expense, or other reasonable criteria.
 4. Subject to Subsection (5), if the Management Committee decides under Subsection (2) to forego enforcement, the Association is not prevented from pursuing later enforcement action.
 5. The Management Committee shall not be arbitrary, capricious, or act against public policy in taking or not taking enforcement action.
- (j) **Reserve Fund.** The Association shall maintain a reserve fund and obtain and update a reserve analysis as required in this Declaration.

- (k) **Preventing Conflicts with Service Providers and Vendors.** While past experience and relationships between service providers, vendors, Managers, Owners, or Committee Members can result in good referrals, the Association shall not permit any paid services or materials obtained by the Association from being performed or provided by: (1) any relative of any Committee Member, Manager, or of any officer, employee, or owner of the Manager, or (2) any business or entity in which any Committee Member, Manager, or employee, officer, or owner of any Manager or any relative of the same has more than a 1% ownership or beneficial interest. A relative is any person known to be related by blood or marriage. The provision of services and materials for purpose of this provision shall include managers, insurance brokers, investment or financial advisors, accountants, landscapers, contractors, and all other companies and persons providing services to the Association.
- (l) **Establishing Hearing Procedures.** The Management Committee shall have the authority to create a reasonable hearing process applicable in case the Association shall take adverse action related to any particular Owner or group of Owners. The Management Committee shall not be under any obligation to offer a hearing process, except as required by law or by the Governing Documents, and in any such process, shall have the authority to designate the procedure related to any such hearing and to make any and all final determinations of issues subject to the hearing process. The Management Committee may establish the hearing process on an as needed basis for particular matters as they arise or may set forth a process in the Rules applicable generally to such matters that it designates. Any such hearing process shall provide, at a minimum, for: (1) at least two weeks' notice of the hearing to the Owners, and (2) a reasonable time period under the circumstances for the Owner(s) to present their own testimony, the testimony of others, argument, authority, evidence, and other information the Owner deems relevant to the disputed issue.
- (m) **Annual Meeting.** The Association shall arrange for and conduct an annual meeting at least once a year as provided for in the Bylaws and shall arrange for and conduct such other meetings of the Association as shall be properly requested pursuant to the Governing Documents or the law.
- (n) **Payoff Information Fees.** The Association is specifically authorized to establish a fee of \$50.00 to provide payoff information related to the transfer, refinance, or closing of a Unit. The Management Committee may increase or decrease the amount charged if the new amount is identified in the Rules and is consistent with Idaho law.
- (o) **Reinvestment Covenant upon Sale or Transfer of Unit.** The Management Committee may require the seller or buyer to pay a Reinvestment Fee as provided for in Idaho Code § 55-3102(4)(f), in an amount of .5% (or a lesser amount established by the

Management Committee in the Rules) of the value of the property. Unless otherwise established by an appraisal of the Unit within 180 days prior to the transfer, the value shall be as reported by the tax assessor at the time of the transfer. All or a portion of the Reinvestment Fee shall be used to pay the Association's costs directly related to the transfer of the Unit, not to exceed \$250. The Reinvestment Fee shall be used exclusively for the Association, its Owners or Property for purposes authorized in the Declaration. The Reinvestment Fee may not be enforced against: (a) an involuntary transfer; (b) a transfer that results from a court order; (c) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; (d) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; (e) the transfer of burdened property by a financial institution, except to the extent that the Reinvestment Fee covenant requires the payment of a common interest association's costs directly related to the transfer of the burdened property, not to exceed \$250 (f) the transfer by an owner into a revocable intervivos trust in which the owner is a beneficiary, or (g) a transfer which, in the reasonable judgment of the Association, should constitute an "exception" situation consistent with the intention of this Declaration. The Association shall have authority to record any notice required by law to effectuate this provision. This provision shall not be construed to

ARTICLE 7 – BUDGETS & ASSESSMENTS

- 7.1 **Purpose of Assessments.** Money collected by the Association shall be used for the purposes of promoting the health, safety and welfare of the Owners; the management, maintenance, care, preservation, operation, and protection of the Project; enhancing the quality of life of the Owners in the Project; enhancing and preserving the value of the Project; and in the furtherance of carrying out or satisfying any other duty or power of the Association.
- 7.2 **Budget and Regular Assessment.**
- (a) The Management Committee is authorized and required to adopt a budget for the following fiscal year not later than thirty (30) days prior to the beginning of each fiscal year. The Management Committee may revise that budget from time-to time as it deems appropriate.
 - (b) The budget shall cover the period of the next fiscal year. The Budget shall estimate the total Common Expenses to be incurred for the next fiscal year (or that fiscal year for a revised budget), which shall be broken down into reasonably detailed expense categories. The budget may include reserves, contingencies, and estimates as the Management Committee deems appropriate.

- (c) The Management Committee shall send a written copy of the budget to all Owners no later than thirty (30) days after the adoption of the proposed budget or any revised budget.
 - (d) The Management Committee shall determine the amount of the regular Assessments to be paid by the Owners of each Unit by dividing the total budgeted amount by the Allocated Interest for each Unit.
- 7.3 **Payment of Regular Assessments.** Unless otherwise established by the Management Committee and communicated to each Owner, each Owner shall pay to the Association the Owner's regular Assessment in equal monthly installments.
- 7.4 **Adjustments to Regular Assessments.** In the event the Management Committee determines that the estimate of total charges for the current year is, or will become, inadequate to meet all Common Expenses for any reason, it may then revise the budget and each Owner's share of the new budget total based on the Owner's Allocated Interest. Upon notice of the adjustment, and unless modified by the Management Committee, each Owner shall thereafter pay to the Association the Owner's adjusted regular Assessment in equal monthly installments.
- 7.5 **Personal Obligation for Assessment.** Each Owner of any Unit, by acceptance of a deed or other instrument creating in such Owner the interest required to be an Owner, whether or not it shall be so expressed in any such deed or other instrument and regardless of any lien rights or lack thereof, hereby personally covenants and agrees with each other Owner and with the Association to pay to the Association any Assessments as provided for in the Governing Documents, including any Assessments assessed and unpaid prior to the date the Owner became an Owner. Each such Assessment, together with such interest, collection charges, costs and attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment becomes due.
- 7.6 **Capital Improvements.** Expenses for capital improvements may be included in the budget, paid for through Special Assessments, or paid for in any other manner as determined by the Management Committee.
- 7.7 **Percentage Assessments.** Except as otherwise provided herein, all Assessments (other than Special Assessments to Individual Units) shall be allocated to all Owners based on the Allocated Interest of each Unit.
- 7.8 **Rules Regarding Billing and Collection Procedures.** The Management Committee shall have the right and responsibility to adopt Rules setting forth procedures applicable to Assessments provided for in this Declaration and for the billing and collection of all

Assessments, provided that such procedures are not inconsistent with the provisions herein. Such procedures and policies may include, but are not limited to, the date when Assessment payments are due and late, establishing late fees and collection charges, and establishing interest (per annum or compounded) that may be charged on unpaid balances. The failure of the Association to send a statement to an Owner or an error in any such statement (other than a Certificate of Payment) shall not relieve any Owner of liability for any Assessment or charge under the Governing Documents.

- 7.9 **Certificate of Payment.** The Association shall, within ten (10) business days after written demand, furnish to any Owner liable for Assessments or such other person for whom an Owner has given written permission in a form acceptable to the Association, a written statement or certificate signed by an officer or authorized agent of the Association setting forth whether the Assessments relating to a specified Unit have been paid and the amount of delinquency, if any. A reasonable charge of fifty dollars (\$50.00) or such other amount allowed by law, and provided for in the Rules, may be collected by the Management Committee for the issuance of each such certificate. Each certificate is conclusive in favor of a person who relies on the written statement in good faith.
- 7.10 **Special Assessments.** Subject to any limitations in this Declaration for the particular type of expense, the Association is expressly authorized to set and collect Special Assessments payable as may be determined by the Association (in lump sums or over a period of time) to pay for any Common Expenses.
- 7.11 **Special Assessments to Individual Units.** "Special Assessments" may be levied by the Association against a particular Unit and its Owner for:
- (a) Costs incurred in bringing an Owner or the Owner's Unit into compliance with the provisions of the Governing Documents;
 - (b) Any other charge designated as pertaining to an individual Unit in the Governing Documents;
 - (c) Fines, late fees, collection charges, and interest;
 - (d) Attorneys' fees, costs and other expenses relating to any of the above; and
 - (e) Any other expenses that are non-routine, unanticipated, or in excess of those anticipated in the applicable budget.
- 7.12 **Acceptance of Materials or Services.** In the event the Association undertakes to provide materials or services that are not otherwise required in the maintenance of the Project,

which benefit individual Units, and which can be accepted or not by individual Owners, such Owners, in accepting such materials or services, agree that the costs thereof may be a Special Assessment pertaining to that Unit, at the discretion of the Management Committee.

- 7.13 **Application of Excess Assessments.** In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Management Committee in its discretion may apply the excess to reserves, credit the excess against future Assessments or refund the excess to the Owners in proportion to the Allocated Interests of each Unit in the Common Expenses of the Project, as the Management Committee deems appropriate. The decision of the Management Committee shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.
- 7.14 **No Offsets.** All Assessments shall be payable at the time and in the amount specified by the Association and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Management Committee is not properly exercising its duties and power, a claim in the nature of offset or that the Association owes the Owner money, or that the Association is not complying with its obligations as provided for in the Governing Documents.
- 7.15 **How Payments Are Applied.** Unless otherwise provided for in the Rules of the Association, payments on Assessments shall be applied in the following order: (1) attorney fees, oldest charges to newest; (2) fines, oldest charges to newest; (3) late charges and late fees, oldest charges to newest; (4) interest, oldest charges to newest; (5) any other assessments other than special or regular monthly assessments, oldest charges to newest; (6) Special Assessments, oldest charges to newest; and (7) regular assessments, oldest charges to newest.

ARTICLE 8 – NONPAYMENT OF ASSESSMENTS & JOINT AND SEVERAL LIABILITY OF OWNERS FOR ALL PAST UNPAID ASSESSMENTS

- 8.1 **Delinquency.** Assessment not paid within the time required shall be delinquent. Whenever an Assessment is delinquent, the Management Committee may, at its option, invoke any or all of the remedies granted in this Article 8.
- 8.2 **Collection Charges and Interest.** If the Association does not otherwise adopt or establish billing and collection procedures in the Rules of the Association, the following shall apply. Monthly assessments shall be due and payable on the first day of the month and late if not received by the tenth (10th) day of that month. Late fees shall be \$35.00 for each month that an Owner's account has an unpaid balance after the due date. In addition to late fees,

interest shall accrue on all unpaid balances-including unpaid prior attorney fees, interest (resulting in compounding of interest), late fees, and assessments at two percent (2%) per month. The Association may also impose and assess to the Owner a collection charge, late fee, and any other reasonable charge imposed by a Manager related to collections, as the Management Committee may establish in the Rules of the Association.

- 8.3 **Joint and Several Liability of Owner and future Owners for All Past and Presently Accruing Unpaid Assessments.** The Owner and any future Owners of a Unit are jointly and severally liable for all Assessments accruing related to that Unit prior to and during the time that an Owner is an Owner. An Owner is not liable for any assessments accruing after an Owner has lawfully transferred the Unit to another Owner. The recording of a deed to a Person that has not agreed to take ownership of the Unit shall not be considered a legal conveyance of title for purposes of this Section 8.3. This obligation is separate and distinct from any lien rights associated with the Unit.
- 8.4 **Lien.** The Association has a lien on each Unit for all Assessments (which include, but are not limited to, interest, collection charges, late fees, fines, attorneys' fees, court costs, and other costs of collection (which shall include all costs and not be limited by those costs that may be awarded under the Idaho Rules of Civil Procedure)). This lien shall arise and be perfected as of the date of the recording of this Declaration and shall have priority over all encumbrances recorded after this Declaration is recorded, except as otherwise required by law. If an Assessment is payable in installments, the lien is for the full amount of the Assessment from the time the first installment is due, unless the Association provides otherwise in the notice of Assessment. The Association's lien shall have priority over each other lien and encumbrance on a Unit except only: (1) a lien or encumbrance recorded before this Declaration was recorded, (2) a first or second security interest on the Unit secured by a mortgage or trust deed that is recorded before a recorded notice of lien by or on behalf of the Association; and (3) a lien for real estate taxes or governmental assessments or charges against the Unit. The Association may, but need not, record a notice of lien on a Unit.
- 8.5 **Action at Law.** The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay the same or by foreclosure of the Assessment lien. In addition, the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise any other remedy. Any attorneys' fees and costs incurred in this effort shall be assessed against the delinquent Owner and the Owner's Unit, and reasonable attorneys' fees and court costs will thereafter be added to the amount in delinquency (plus interest and collection charges, if appropriate). Each Owner vests in the Association, or its assigns, the right and power to bring actions at law or lien foreclosures against such Owner or Owners for the collection of delinquent Assessments.

- 8.6 **Foreclosure Sale.** The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Pursuant to Idaho Code § 55-1518, an Owner's acceptance of an interest in a Unit constitutes a simultaneous conveyance of the Unit in trust, with power of sale, to Robert T. Spjute, as trustee, for the benefit of the Association, for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.
- 8.7 **Homestead Waiver.** Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Idaho now in effect, or in effect from time to time hereafter.
- 8.8 **Termination of Delinquent Owner's Rights.** The Association shall have all rights provided for in the Act to terminate a delinquent Owner's: (1) rights to receive a utility service for which the Owner pays as a common expense, and (2) access to recreational facilities.
- 8.9 **Requiring Tenant to Pay Rent to Association.** Pursuant to and as provided for in the Act, the Association shall have a right to demand and collect rent from any tenant in a Unit for which an assessment is more than sixty (60) days late. Each occupant, by moving into the Project, agrees to be personally liable and responsible to the Association for all rent payments after the Association gives proper notice that rent payments shall be paid to the Association.
- 8.10 **Attorneys' Fees Incurred as a Result of Default.** In addition to any attorneys' fees and costs provided for herein, the Association shall be entitled to recover all reasonable attorneys' fees and costs incurred as a result of an Owner's failure to timely pay Assessments including, but not limited to, attorneys' fees incurred to: (1) obtain advice about a default; (2) collect unpaid payments; (3) file lawsuits or other legal proceedings related to a default in an effort to collect unpaid Assessments; (4) examine the debtor or others through a formal or informal deposition, at a meeting conducted under 11 U.S.C. §341, an examination under Rule 2004 of the Federal Rules of Bankruptcy Procedure; (5) file pleadings, notices, objections, and proofs of claim in any bankruptcy proceeding; (6) monitor any bankruptcy proceedings including, but not limited to, reviewing an Owner's bankruptcy statements and schedules filed with the court, reviewing other pleadings and claims filed in an Owner's bankruptcy case, regular monitoring of an Owner's progress of complying with a confirmed chapter 13 or chapter 11 plan for the duration of the plan, and processing payments from a Bankruptcy Trustee or Debtor-in-Possession; (7) litigate, seek and respond to discovery, introduce evidence, hire and pay expert witnesses, file motions and other pleadings, attend trials, hearings, or other court proceedings, as reasonably necessary related to assert any

non-dischargeability of debts, to assert claims against the Owner's bankruptcy estate or co-debtors, to challenge exemptions, to challenge treatment under a proposed plan, to pursue any appropriate adversary proceeding for any other reason related to the ultimate attempt to collect unpaid Assessments; and (8) all fees and costs incurred in any foreclosure of a lien, securing lien rights, or providing for any notice of lien. This provision is to be construed broadly to permit an Association to recover any reasonable fees and costs in any way related to an Owner's default in the payment of Assessments and the ultimate collection of those Assessments.

- 8.11 **Association Gains Title to Unit through Foreclosure.** If the Association takes title to a Unit pursuant to a foreclosure, Judicial or non-judicial, it shall not be bound by any of the provisions related to the Unit that are otherwise applicable to any other Owner including, but not limited to, obligations to pay Assessments, taxes, insurance, or to maintain the Unit. By taking a security interest in any Unit governed by this Declaration, Lenders cannot make any claim against the Association for nonpayment of taxes, Assessments, or other costs and fees associated with any Unit if the Association takes title to a Unit related to any failure to pay Assessments.

ARTICLE 9 – PROPERTY RIGHTS IN UNITS AND COMMON AREA

9.1 **General Easements to Common Area and Units.**

- (a) Subject to all other terms of the Governing Documents, each Owner shall have an equal undivided interest, right, and easement of use and enjoyment in and to the Common Area, except as it relates to the porches, stairways, and driveways that exclusively serve one Unit, which shall be Limited Common Area for the exclusive use of the Occupants of the Unit to which they are appurtenant. Each Owner shall have an unrestricted and non-exclusive right of ingress or egress to and from the Owner's Unit over and across such Common Area, and the nonexclusive right to the use of open parking stalls, if any, within the Common Area to the extent those parking stalls are held open for use by the Owners and subject to any other restrictions related to such use. Such rights and easements shall be appurtenant to and shall pass with title to each Unit and in no event shall such appurtenant rights be separated therefrom. Authorized Occupants shall have the same access and use rights to the Common Area as an Owner. All rights given to Owners and Authorized Occupants under this Section 9.1(a) shall be subject to any Rules established by the Management Committee, including, but not limited to, Rules limiting Common Area use and Rules limiting or eliminating the right of Owners to park in Common Area parking spaces to provide for guest parking.
- (b) The Association shall have nonexclusive easements with the right of access to each Unit, including any balconies, to make inspections, to prevent or mitigate damage to Units

and to Common Area, and to maintain, repair, replace or effectuate the restoration of the Common Area and those portions of the Unit that the Association is responsible for maintaining which are accessible from such Unit. Such rights shall be exercised only after the notice required in this Declaration. The Association shall have a nonexclusive right to grant permits, licenses and easements upon, across, over, under and through the Common Area for purposes necessary for the proper operation of the Project.

- 9.2 **Public Utilities.** Easements and rights-of-way over the Project for the installation and maintenance of electricity lines, telephone lines, cable television, water lines, gas lines, sanitary sewer lines, drainage facilities, and such other public utilities needed to serve the Project are hereby reserved to the Association, together with the right to grant and transfer the same; provided, however, such easements and rights-of-way shall not unreasonably interfere with the use of the Common Area and the Units by the Owners or Occupants. The Association shall have the power to grant and convey, in the name of all of the Owners as their attorney-in-fact, to any other person easements and rights-of-way in, on, over, or under the Common Area for the purpose of constructing, erecting, operating, or maintaining lines, cables, wires, wireless transmission or reception equipment, conduits, or other devices for electricity, cable television, power, telecommunications, internet, telephone, public sewers, storm water drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes and any other public, quasi-public, or private improvements or facilities, and each Owner in accepting the deed to a Unit expressly consents to such easements and rights-of-way, and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way. Such Owner and those claiming by, through or under an Owner, agree to execute promptly all such documents and instruments and to do such other things as may be necessary or convenient to effect the same at the request of the Association. However, no such easement can be granted if it would permanently and materially interfere with the use, occupancy or enjoyment by any Owner of such Owner's Unit.
- 9.3 **Easements for Encroachments.** If any portion of the Common Area encroaches upon any Unit, or if any Unit encroaches upon any other Unit or the Common Area, as a result of the manner in which the buildings are constructed or due to settling, shifting, alteration, replacement, repair or restoration by the Association, a valid easement for encroachment, and maintenance of such encroachment, shall exist for the life of the structure.
- 9.4 **Limitation on Easement - Suspension of Owner's Rights.** An Owner's equal undivided interest, right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

- (a) The right of the Association to suspend the Owner's right to the use of any recreational facilities included in the Common Area: (i) for any period during which an assessment on such Owner's Unit remains unpaid; (ii) for a period not exceeding sixty (60) days for any infraction by such Owner of the provisions of this Declaration or any Association Rule; and (iii) for successive sixty (60)-day periods, if any, such infraction is not corrected during any prior sixty (60)-day suspension period;
 - (b) The right of the Association to impose reasonable limitations on the number of Occupants per Owner who at any given time are permitted to use the Common Area; and
 - (c) The right of any governmental or quasi-governmental body having jurisdiction over the Project to access and to have rights of ingress and egress over and across any street, parking areas, walkway or open areas contained within the Common Area for purposes of providing police and fire protection, transporting school children and providing other governmental or municipal services.
- 9.5 **Views.** Views from a Unit and the Project are not assured or guaranteed in any way. There is no warranty concerning the preservation of any view or view plane from the Project and each Owner and Occupant in such Owner's Unit acknowledges and agrees that there are no view easements or view rights appurtenant to the Unit or the Project.
- 9.6 **Inappropriate Uses of Internet Services Prohibited.** To the extent that internet service is provided to the Unit by the same internet service provider or through the use of any shared or joint internet service equipment, each Owner agrees that it is responsible for its, or its guests or invitees, use of such internet. Each Owner agrees not to use, or allow to be used, the internet service in such Owner's Unit for any illicit or illegal purpose, including any use that may result in civil or criminal liability. Each Owner shall indemnify and hold harmless the Association, the Declarant, and all other Unit Owners (collectively the "*Indemnified Parties*") from any and all claims, damages, harm or liability of any kind, including attorney fees and costs, incurred or threatened against any of the Indemnified Parties caused by such Owner's use of the internet provided to such Owner's Unit.

ARTICLE 10 – USE LIMITATIONS AND CONDITIONS

- 10.1 **Rules.** The Association shall have authority to promulgate and enforce such reasonable Rules and procedures as may aid the Association in carrying out any of its functions, and to

ensure that the Project is maintained and used in a manner consistent with the interest of the Owners.

- 10.2 **Signs.** The Association may regulate and restrict signs in the Project, to the extent permitted by law, in the Rules. "Signs" shall include any type of object (including, but not limited to, flags, billboards, banners, plaques, a-frames, easel signs, poly-bag signs, corrugated plastic signs, lawn signs, window signs) used to convey a message, symbol, idea, identification, or for any other purpose that signs are typically used, that is placed in, on, or outside of a Unit with the apparent purpose, in whole or in part, of making it visible to people outside of the Unit.
- 10.3 **Nuisance.** No noxious or offensive activity shall be carried on upon the Project, nor shall any activity that might be or become an annoyance or nuisance to the Owners or Occupants be permitted to interfere with their rights of quiet enjoyment or increase the rate of any insurance or decrease the value of the Units. No Owner or Occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.
- 10.4 **Smoking.** It shall be a nuisance and prohibited under Section 10.3 to permit or cause any smoke to drift to, or otherwise enter into another Unit, the balcony of another Unit, or the Limited Common Area of another Unit. Neither an Owner complaining of smoke or the Association responding to that Complaint shall be required to close windows or doors, make repairs, or otherwise make any physical alteration to the Project or to any Unit to prevent drifting smoke from entering into that Unit or any patio or balcony associated with that Unit. It shall be the sole responsibility of the Owner causing the smoke to prevent or stop smoke from entering any other Unit or the patio, porch, or balcony of another Unit, which may require, if other attempts to stop it are unsuccessful, the termination of smoking.
- 10.5 **Temporary Structures.** No structure or building of a temporary character, including a tent or shack, shall be placed upon the Project, or used therein, unless it is approved by the Management Committee.
- 10.6 **Parking and Use of Open Parking/Visitor Parking.** Unless otherwise permitted by the Association in the Rules, and except for Customary Parking and Temporary Parking, as permitted by this Section 10.6, no automobiles or other vehicles of any type (including, without limitation, motorcycles, trailers, campers, vans, recreational vehicles, or boats) shall be parked, stored, or located within any portion of the Project, including any Unit or Common Area. "Customary parking" shall mean the parking of operable automobiles, motorcycles, noncommercial trucks and vans within the parking available for each respective Unit. "Temporary parking" shall mean the use of designated parking areas within the Project for parking of operable vehicles belonging to Owners and Occupants including

the parking of delivery trucks, service vehicles, and other commercial vehicles being used in the furnishing of goods and services to the Owners and Occupants. The Association may adopt Rules relating to the parking of vehicles within the Project and the use of the visitor parking spaces including, without limitation, (1) the right to loan, assign, or license the visitor parking spaces to a particular Owner or Occupant to comply with any lawful requirements; (2) the right to remove or cause to be removed any vehicles that are improperly parked; (3) restrictions on any regular or irregular Owner use of visitor parking spaces; (4) restrictions on the time period and duration that visitor spaces may be used; and (5) the assessment of fines to Owners and Occupants who violate such Rules.

- 10.7 **External Fixtures.** To the extent permissible by applicable law and the Governing Documents, no external items such as, but not limited to, television and radio antennas, satellite dishes, flag poles, clotheslines, wiring, air conditioning equipment, water softening equipment, fences, awnings, ornamental screens, screen doors, porch, patio, or balcony enclosures, sunshades, lighting fixtures, walls, windows, skylights, landscaping and plantings, other than those provided in connection with the original construction of the Project, shall be constructed, erected, or maintained on the Project without the prior written approval of the Management Committee.
- 10.8 **Window Covers.** The Management Committee may adopt Rules regulating the type, color, and design of window covers and requiring prior approval before installation. Absent Rules permitting otherwise, only white roller shades, shutters and blinds may be installed as window covers. No window shall be covered by paint, foil, sheets, or similar items.
- 10.9 **External Laundering.** Unless otherwise permitted by the Management Committee in the Rules, external laundering and drying of clothing and other items is prohibited.
- 10.10 **Outside Speakers and Amplifiers.** Except as permitted in the Rules and subject to any regulations in the Rules, no radio, stereo, broadcast, loudspeaker, or projection of sound or music on or directed to the outside of any Unit shall be permitted.
- 10.11 **Repairs.** No repairs of any detached machinery, equipment, or fixtures, including without limitation, motor vehicles, shall be made in the Project except as may be permitted by the Management Committee in the Rules.
- 10.12 **Unightly Items.** All rubbish, debris, unsightly materials, or similar objects of any kind shall be regularly removed from Units and shall not be allowed to accumulate therein or thereon. Refuse containers and machinery and equipment not a part of the Units, shall be prohibited in any Unit unless obscured from view of adjoining Units and Common Area. Trash and garbage shall be properly disposed in accordance with the Rules applicable thereto adopted by the Management Committee.

- 10.13 **Animals.** Animals generally kept in households such as dogs, cats, birds, hamsters, and ferrets may be kept in the Project subject to the rules and requirements of this Declaration. No more than three of any type of animal may be kept in any one Unit. No livestock, poultry, or reptiles, may be kept in any Unit. All animals are subject to the Rules adopted by the Management Committee. Notwithstanding the foregoing, no animal may be kept within a Unit which: (1) is raised, bred, kept, or maintained for any commercial purposes, except where specifically allowed in a Commercial Unit; (2) causes a nuisance; or (3) in the good faith judgment of the Management Committee, results in an annoyance or threat of injury, or is obnoxious to or unreasonably causes anxiety to other Owners or Occupants within the Project. The Management Committee may exercise its judgment for specific animals even though others of the same breed or type are permitted to remain. All animal fecal matter shall be immediately cleaned up within the Project by the Owner of such animal. The Management Committee may adopt Rules adding further Terms and Conditions related to animals in the Association not inconsistent with this Declaration, including, but not limited to, requirements for registration, specific fees or deposits to Owners of Units that have animals, the use of leashes, noise and barking limitations, and limitations on the overall number of animals. In an effort to minimize anxiety and fear of the Owners generally, the Association may ban dogs of certain breeds (pure or partial) believed generally to be aggressive including, but not limited, to the following breeds, Pit Bull, Presa Canario, Chow Chow, Doberman Pinscher, Alaskan Malamute, and Rottweiler. No Owner shall possess or maintain an aquarium in any Unit without written permission from the Management Committee.
- 10.14 **Waterbeds.** No Owner shall possess, maintain, or use a waterbed in any Unit without written permission from the Management Committee.
- 10.15 **Landscape Maintenance.** No Owner may alter, change, or maintain any Common Area landscaping in the Project without the written approval of the Management Committee.
- 10.16 **Floor Load.** There shall be no floor load in excess of the weight for which the Unit or balcony was designed, unless special arrangements are made, and an engineering determination of floor load capacity in the areas of the heavy use is obtained by the Owner and approved in writing by the Management Committee.
- 10.17 **Residential Occupancy.**
- (a) No trade or business may be conducted in or from any Unit, except for designated Commercial Units, unless:

1. the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell, from outside the residence;
2. the business activity conforms to all zoning and legal requirements for the Project and the business activity;
3. the business activity does not involve Persons coming onto the Project who do not reside in the Project or door-to-door solicitation of Occupants of the Project;
4. the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Occupants of the Project;
5. the business activity is disclosed to the Management Committee before business is commenced along with a description of the business activity, a statement of the amount of space required in the Unit for such activity, a description of any impact on the Project;
6. the business activity will not result in the increase of any insurance of the Association;
7. the Owner of the Unit resides in the Unit in which the business activity is proposed for the entire time any business activity is conducted; and
8. the Management Committee's requests for information related to the business are responded to fully and completely.

(b) No Units may be used as a time-share property.

(c) Except as provided in Article 20 and Section 10.17(a), no Unit, except for designated Commercial Units, may be used for any purpose other than a residential purpose.

10.18 No Subdivision or Timeshare of Units or Recording by Owners of Terms and Conditions.

No Unit shall be split, subdivided, separated, or timeshared into two or more Units or property interests (whether temporally or spatially), and no Owner of a Unit shall sell or lease part of a Unit. No subdivision plat or covenants, conditions, or restrictions shall be recorded by any Owner or other Person with respect to any one Unit. No subdivision plat or covenants, conditions, or restrictions related to any Unit or the Project shall be recorded on the Project unless the Management Committee and/or Owners (as required in this Declaration) have first approved, in writing, the plat or the proposed covenants, conditions,

or restrictions. Any plat or covenants, conditions, or restrictions recorded in violation of this Section 10.18 shall be null, void, and of no legal effect.

- 10.19 **Architectural Control.** No exterior changes whatsoever shall be commenced, erected, maintained, made, or done without the prior written approval of the Management Committee or any Committee established by the Management Committee for that purpose. By way of illustration, but not of limitation, the following are considered exterior changes: painting, landscaping, excavation, patio covers, screens, doors, evaporative coolers, fireplaces, skylights, storage buildings, solar collectors, shade screens, awnings, window coating or tinting, decorative alterations, fences, and other work that in any way alters the exterior appearance of the Property. The Management Committee, or committee established by the Management Committee for that purpose, may designate the design, style, model, and manufacturer of any exterior improvement or alteration that is acceptable to the Management Committee. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values.
- 10.20 **Lighting.** Exterior lighting fixtures and walkway and landscaping lights shall be allowed only to the extent approved by the Management Committee.
- 10.21 **Variances.** The Management Committee may, at its option and in extenuating circumstances, grant variances from the Terms and Conditions set forth in this Article 10 if the Management Committee determines in its discretion (by unanimous vote): (a) either (i) that the Term and Condition would create an unreasonable hardship or burden on an Owner or Occupant, or (ii) that a change of circumstances since the recordation of this Declaration has rendered such Term and Condition obsolete and unreasonable to enforce; and (b) that the activity permitted under the variance will not have any financial affect or any other substantial adverse effect on the Owners or Occupants of the Project and is consistent with the high quality of life intended for residents of the Project. Any such variance shall be unenforceable, and without any effect whatsoever, unless reduced to writing and signed by every member of the then existing Management Committee. No variance may be granted that is inconsistent with the Act. No variance may be granted that relates to the payment of Assessments unless it clearly appears after reasonable investigation under the circumstances that the Owner is incapable of paying the Assessment, and the Unit is being or has been transferred to a new Owner either voluntarily or involuntarily through foreclosure.
- 10.22 **Hazardous Substances.**
- (a) The Owners shall comply with applicable Environmental Laws (as defined below), and shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (as defined below), on or within the Project, that are not properly

controlled, safeguarded, and disposed of. The Owners shall not do, nor allow anyone else to do, anything affecting the Project that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Project of small quantities of Hazardous Substances that are generally recognized to be appropriate to the maintenance of a Unit or the Project.

- (b) Each Owner shall indemnify, defend and hold the Association and each and every other Owner harmless from and against any and all claims and proceedings (whether brought by private party or governmental agency) for bodily injury, property damage, abatement or remediation, environmental damage or impairment, or any other injury or damage resulting from or relating to any Hazardous Substances located under or upon or migrating into, under, from or through the Project, which the Association or the other Owners may incur due to the actions or omissions of an indemnifying Owner. The foregoing indemnity shall apply: (i) when the release of the Hazardous Substances was caused by an indemnifying Owner or an Occupant and (ii) whether or not the alleged liability is attributable to the handling, storage, generation, transportation or disposal of Hazardous Substances on the Project. The obligations of each Owner under this Section 10.22 shall survive any subsequent sale by an indemnifying Owner.
- (c) As used in this Section 10.22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this Section 10.22, "Environmental Law" means federal laws and laws of the jurisdiction where the Project is located that relate to health, safety or environmental protection.

ARTICLE 11 – INSURANCE

- 11.1 **Insurance Requirement.** The Association shall obtain insurance as required in this Declaration and as required by applicable law. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.
- 11.2 **Annual Insurance Report.** Not later than sixty (60) days prior to the annual meeting of the Association, the Management Committee shall obtain a written report by an independent and experienced insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association), with specific knowledge and experience in

the condominium association insurance industry, setting forth: (1) a summary description of the insurance coverage obtained by the Association, including the dollar amounts of any such coverage, and any material exceptions, exclusions, and limitations on such coverage; (2) whether, in the opinion of such broker or consultant, the insurance coverage in effect for the Association complies with the requirements of this Declaration and the law; (3) a description of any earthquake insurance and material exclusions and limitations for that coverage, and if no earthquake insurance is obtained, a conspicuous and clear statement in both bold and uppercase letters stating: "NO EARTHQUAKE INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION;" and (4) a description of any flood insurance and material exclusions and limitations for that coverage, and if no flood insurance is obtained, a conspicuous and clear statement in both bold and uppercase letters stating: "NO FLOOD INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION." The report shall also set forth any recommendations or suggestions from the insurance professional regarding current policy provisions, deductibles, exceptions, exclusions, and for additional insurance suggested or recommended for the protection of the Owners in light of the insurance then available and the best practices with respect to other similar projects. The most recent annual insurance report shall be distributed to the Owners at or before the annual meeting of the Association and shall be provided to any Owner at any other time upon request. If the report is distributed to Owners at the annual meeting, a copy shall also be mailed to Owners not personally in attendance within thirty (30) days of the meeting.

11.3 **Property Insurance.**

(a) **Hazard Insurance.**

1. **Blanket Policy of Property Insurance.** The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Area and all buildings including all Units, fixtures, and building service equipment.
 - (i) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Unit or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Units, or Limited Common Areas, including, but not limited, to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, and windows.

- (ii) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft and (2) all perils normally covered by "special form" property coverage.
 - (iii) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.
 - (iv) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; or (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement, which must waive or eliminate the requirement for coinsurance.
 - (v) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available; (ii) "Building Ordinance or Law Endorsement,"(the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction); and (iii) "Equipment Breakdown," if the project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installations, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000) or the insurable value of the building containing the equipment.
- (b) Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:
1. the Association's policy provides primary insurance coverage; and
 2. notwithstanding Subsection 11.3(b)(1) and subject to Subsection 11.3(b)(3):

- (i) the Owner is responsible for the Association's policy deductible; and
 - (ii) the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.
3. As used in this Subsection (3):
- (i) "Covered Loss" means a loss, resulting from a single event or occurrence that is covered by the Association's property insurance policy.
 - (ii) "Unit Damage" means damage to any combination of a Unit or a Limited Common Area appurtenant to a Unit.
 - (iii) "Unit Damage Percentage" means the percentage of total damage resulting in a covered loss that is attributable to Unit Damage.
 - (A) An Owner who owns a Unit that has suffered Unit Damage as part of a Covered Loss is responsible for an amount calculated by applying the Unit Damage Percentage for that Unit to the amount of the deductible under the Association's property insurance policy.
 - (B) If an Owner does not pay the amount required under Subsection (11.3)(b)(2) within thirty (30) days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an assessment against the Owner for that amount.

(c) Flood Insurance.

1. If any part of the Project is or comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, as defined by Federal law, a policy of flood insurance shall be maintained covering the Project or, at a minimum, that portion of the Project located within the Special Flood Hazard Area. That policy shall cover any machinery and equipment that are not part of a building and all Common Area within the Project ("Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the National Flood Insurance Program for the Insurable Property within any portion of the Project located within a designated

flood hazard area; or (ii) one hundred percent (100%) of the insurable value of the Insurable Property.

2. If the Project is not situated in a Special Flood Hazard Area, the Association may nonetheless, in the discretion of the Management Committee, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.
- (d) **Earthquake Insurance.** The Association may purchase earthquake insurance as the Management Committee deems appropriate. If the Management Committee elects not to purchase earthquake insurance, a vote of the Owners present at the annual meeting, with a proper quorum, shall be required to confirm this decision. If the Owners at the annual meeting do not confirm the decision to not purchase earthquake insurance, the Management Committee shall purchase earthquake insurance within sixty (60) days of the vote.
- (e) **Association's Obligation to Segregate Property Insurance Deductible.** The Association shall keep in a segregated bank account an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.
- (f) **Association's Right to Not Tender Claims that are Under the Deductible.** If, in the exercise of its business judgment, the Management Committee determines that a claim is likely not to exceed the Association's property insurance policy deductible, and until it becomes apparent the covered loss exceeds the Association's property insurance deductible, and a claim is submitted to the Association's property insurance carrier: (i) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (ii) the Association is responsible for any loss to the Common Area; (iii) an Owner who does not have a policy to cover the damage to that Owner's Unit is responsible for that damage and the Association may, as provided in Subsection 11.3(b)(2), recover any payments the Association makes to remediate the Unit; and (iv) the Association need not tender the claim to the Association's insurer.
- (g) **Notice Requirement for Deductible.** The Association shall provide notice to each Owner of the Owner's obligation under Subsection 11.3(b) for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in the event of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

- 11.4 **Comprehensive General Liability (CGL) Insurance.** The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than Two Million Dollars (\$2,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. If the Association owns Common Area that it has no obligation to maintain, it shall require the Person or entity with the primary maintenance responsibility to indemnify and defend the Association against any claims related to that Common Area.
- 11.5 **Directors' and Officers' Insurance.** The Association shall obtain Directors' and Officers' liability insurance protecting the Management Committee, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). This policy shall include coverage for: (1) volunteers and employees, (2) monetary and non-monetary claims, (3) claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) defamation. In the discretion of the Management Committee, the policy may also include coverage for any Manager and any employees of the Manager, and may provide that such coverage is secondary to any other policy that covers the Manager or any employees of the Manager.
- 11.6 **Insurance Coverage for Theft and Embezzlement of Association Funds.** The Association shall obtain insurance covering the theft or embezzlement of funds that shall provide coverage for: (1) an amount of not less than the sum of three months regular Assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, and (2) theft or embezzlement of funds by: (a) Officers and Management Committee members of the Association, (b) employees and volunteers of the Association, (c) any Manager of the Association, and (d) officers, directors, and employees of any Manager of the Association.
- 11.7 **Workers' Compensation Insurance.** The Management Committee shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and as the Management Committee deems appropriate.

- 11.8 **Certificates.** Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Lender.
- 11.9 **Named Insured.** The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.
- 11.10 **Association's Right to Negotiate All Claims and Losses and Receive Proceeds.** Insurance proceeds for a loss under the Association's property insurance policy: (a) are payable to an Insurance Trustee if one is designated, or to the Association; and shall not be payable to a holder of a security interest. An Insurance Trustee, if one is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action, as is necessary, related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: (1) the collection, receipt of, and appropriate disposition of all insurance proceeds; (2) the execution of releases of liability; (3) the execution of all documents; and (4) the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.
- 11.11 **Insurance Trustee.** At the discretion of the Management Committee, or upon written request executed by Owners holding 50% of the Allocated Interests, the Management Committee shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter into an insurance trust agreement, for the purpose of exercising such rights under this paragraph as the Owners or Management Committee (as the case may be) shall require related to a loss receipt, or potential receipt, of insurance proceeds.
- 11.12 **Owner Act Cannot Void Coverage Under Any Policy.** Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition by which recovery is voided under a policy.
- 11.13 **Waiver of Subrogation against Owners and Association.** All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association, the

Owners, any Person residing with an Owner, if an Owner resides in the Unit, and the Association's respective agents and employees.

- 11.14 **Applicable Law.** This Declaration is specifically subjecting the Association to the insurance requirements and provisions in 2011 Senate Bill167 (the final version as enacted by the legislature) that became law in 2011, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance law applicable to condominium associations shall apply to this Association.

ARTICLE 12 – DESTRUCTION OF IMPROVEMENTS

- 12.1 **Reconstruction.** In the event of partial or total destruction of a building or buildings or any portion of the Common Area within the Project, the Management Committee shall promptly take the following actions:

(a) The Management Committee shall ascertain the cost of reconstruction by obtaining fixed price bids from at least two (2) reputable contractors, including the obligation to obtain performance and lien payment bonds.

(b) The Management Committee, or any Insurance Trustee if one is appointed, shall determine and liquidate the amount of insurance proceeds, if any.

(c) **Damage to a portion of Project-Insurance Proceeds.**

1. If a portion of the Project for which insurance is required under this part is damaged or destroyed, the Association shall repair or replace the portion within a reasonable amount of time unless: (i) the Project is terminated; (ii) repair or replacement would be illegal under a state statute or local ordinance governing health or safety; or (iii) (A) Owners holding at least 75% of the Allocated Interests in the Association vote not to rebuild; and (B) each Owner of a Unit that will not be rebuilt votes not to rebuild.
2. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense.
3. If the entire Project is damaged or destroyed and not repaired or replaced: (a) the Association shall use the insurance proceeds attributable to the damaged Common Areas to restore the damaged area to a condition compatible with the remainder of the Project; (b) the Association shall distribute the insurance proceeds attributable to Units and Common Areas that are not rebuilt to: (i) the Owners of Units that are not rebuilt; (ii) lien holders; and (iii) the Association

shall distribute the remainder of the proceeds to all the Owners or lien holders in proportion to their Allocated Interests.

4. If the Owners vote not to rebuild a Unit: (a) the Unit's Allocated Interests are automatically reallocated upon the Owner's vote as if the Unit had been condemned and (b) the Association shall prepare, execute, and submit for recording an amendment to the Declaration reflecting the new reallocations.
- (d) If the Management Committee, in good faith, determines that none of the bids submitted under this Section 12.1 reasonably reflect the anticipated reconstruction costs, the Management Committee shall continue to attempt to obtain additional bids that it determines reasonably reflect such costs. Such determination shall be made by the Management Committee as soon as possible. However, if such determination cannot be made within ninety (90) days after the date of such destruction because of the unavailability or unacceptability of an insurance estimate or reconstruction bid, or otherwise, the Management Committee shall immediately call a meeting of the affected Owners and all Lenders pursuant to Section 12.2.
 - (e) If the Management Committee determines that any Unit is uninhabitable by reason of its total or partial destruction, the Management Committee may abate Assessments against the Owner thereof until the Management Committee determines that habitability has been restored.
 - (f) The Management Committee shall engage the services of a reputable licensed architect to advise and consult with the Management Committee on all actions and decisions under this Section 12.

12.2 **Reconstruction by Vote.** If reconstruction is not to take place pursuant to Section 12.1, as soon as practicable after the same has been determined, the Management Committee shall call a special meeting of the Owners by mailing a notice of such meeting to each such Owner. Such meeting shall be held not less than ten (10) days and not more than sixty (60) days after the date of such notice. Unless the Owners, by a vote at such meeting or by the written consent of not less than seventy-five percent (75%) of the Allocated Interests in the votes of the Association (including every Owner of a Unit or an allocated Limited Common Area that will not be rebuilt) determine not to proceed with such reconstruction, reconstruction must take place and the Management Committee shall levy a uniform Special Assessment against each Owner at such time and in such amount as the Management Committee shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds and available reserves.

- 12.3 **Procedure for Minor Reconstruction.** If the cost of reconstruction is equal to or less than ten percent (10%) of the estimated fair market value of all of the Units in the Project, then the Management Committee shall contract with a licensed contractor or contractors to rebuild or repair such damaged or destroyed portions of the Project in conformance with the original plans and specifications, or if the Management Committee determines that adherence to such original plans and specifications is impracticable or is not in conformance with applicable laws, ordinances, building codes or other governmental rules or regulations then in effect, then such repairs or rebuilding shall be of a kind and quality substantially equivalent to the original construction of such improvements.
- 12.4 **Procedure for Major Reconstruction.** If the cost of reconstruction is greater than ten percent (10%) of the estimated fair market value of all of the Units in the Project, all insurance proceeds, together with such amounts from available reserves or Special Assessments as are needed to complete the cost of reconstruction, shall be paid directly to an Insurance Trustee, to be designated by the Management Committee, as trustee for all Owners and Lenders. The Insurance Trustee shall be a bank or savings and loan association with an office in Blaine County, Idaho, whose accounts are insured by the Federal Deposit Insurance Corporation or the successor to such agency. Such proceeds shall be received, held and administered by the Insurance Trustee subject to the provisions of an insurance trust agreement, which shall be consistent with the provisions of this Declaration and which shall be entered into between the Insurance Trustee and the Management Committee. Disbursement of such funds shall be made only upon the signatures of two members of the Management Committee and upon the terms and conditions provided in this Section 12.4. As soon as practicable after notification of the receipt of insurance proceeds by the Insurance Trustee, the Management Committee shall enter into a contract with a licensed contractor or contractors for the repair or rebuilding of all of the damaged or destroyed Units and Common Area according to the original plan and specifications of said improvements or, if the Management Committee determines that adherence to such original plans and specifications is impracticable or not in conformity with applicable statutes, ordinances, building codes or other governmental rules and regulations then in effect, then of a quality and kind substantially equivalent to the original construction of such improvements. The contract with such licensed contractor or contractors shall provide for payment to the contractor or contractors in a specified sum for performance and execution of the work therein described, and shall have provisions for periodic disbursement of funds by the Insurance Trustee, which shall be consistent with procedures then followed by prudent lending institutions doing business in Blaine County, Idaho. Such periodic disbursements of funds shall be for specific dollar amounts and shall not be paid until the contractor who is engaged by the Management Committee shall furnish to the Management Committee, before the commencement of construction, a full performance and lien payment bond written by a reputable corporate surety company. Disbursements to the contractor shall be made subject to the prior presentation of an architect's certificate

or other documentation containing such provisions as may be appropriate in the circumstances and deemed suitable by the Management Committee. The Management Committee may employ a licensed architect to supervise the repair and rebuilding to ensure that all work, services and supplies are in conformity with the requirements of the construction contract.

- 12.5 **Determination Not to Reconstruct Without Termination.** If Owners of not less than seventy-five percent (75%) of the Allocated Interests in the votes of the Association (including every Owner of a Unit or an allocated Limited Common Area that will not be rebuilt after a casualty) and eligible Lenders on Units to which at least fifty-one percent (51%) of the Allocated Interests are attributable vote not to rebuild and the entire Project is not repaired or replaced, and the Project is not terminated in accordance with the Act, the insurance proceeds shall be distributed as provided by the Act and the Allocated Interests are automatically reallocated as provided by the Act. In such event, the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations.
- 12.6 **Negotiations with Insurer.** The Association shall have full authority to negotiate in good faith with representatives of the insurer of any totally or partially destroyed building or any other portion of the Common Area, and to make settlements with the insurer for less than full insurance coverage on the damage to such building or any other portion of the Common Area. Any settlement made by the Association in good faith shall be binding upon all Owners and Lenders.
- 12.7 **Repair of Units.** Installation of improvements and repair of any damage to the interior of a Unit shall be made by and at the individual expense of the Owner of that Unit and, in the event of a determination to reconstruct after partial or total destruction, shall be completed as promptly as practicable and in a lawful and workmanlike manner.
- 12.8 **Priority.** Nothing contained in this Article 12 shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Unit as to any portion of insurance proceeds allocated to such Unit.

ARTICLE 13 – EMINENT DOMAIN

- 13.1 **Total Taking of a Unit.** If a Unit is taken by eminent domain, or sold under threat thereof, or if part of a Unit is taken by eminent domain, or sold under threat thereof, leaving the Owner with a remnant that may not be practically or lawfully used for any purpose permitted by this Declaration, the award must compensate the Owner for the Owner's Unit and Allocated Interest in the Common Area, regardless of whether any Common Area is taken. Upon such a taking, unless the decree otherwise provides, that Unit's Allocated

- Interest in the Common Area shall automatically be reallocated to the remaining Units in proportion to their respective interests immediately before the taking. Upon such a taking, the Association shall prepare, execute and record an amendment to the Declaration that accomplishes the adjustment required for this Section. Any remnant of a Unit remaining after part of a Unit is taken shall become part of the Common Area.
- 13.2 **Partial Taking of a Unit.** Except as provided in Section 13.1, if part of a Unit is taken by eminent domain, or sold under threat thereof, so that such Unit may still be practically and lawfully used under this Declaration, the award must compensate the Owner for the reduction in the value of the Owner's Unit and Allocated Interest in the Common Area, regardless of whether any Common Area is taken. Upon such a taking, unless the decree otherwise provides, that Unit's Allocated Interest in the Common Area shall remain the same, but if the decree provides for a reduction of the Allocated Interest for such Unit, the reduced amount shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interests immediately before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interest.
- 13.3 **Taking of Limited Common Area.** If the portion of the Project taken by eminent domain, or sold under threat thereof, is comprised of or includes any Limited Common Area or portion thereof, the portion of the award attributable to the Limited Common Area so taken shall be divided among the Owners of the Units to which such Limited Common Area was allocated at the time of the acquisition.
- 13.4 **Taking of Common Area.** If the portion of the Project taken by eminent domain, or sold under threat thereof, is not comprised of nor includes any Unit or Limited Common Area, the Management Committee shall, as soon as practicable, cause the award to be utilized for the purpose of repairing or restoring that area in the Project adjacent to the taking, and the portion of the award not used for restoration shall be added to the general funds of the Association.
- 13.5 **Taking of Entire Project.** In the event the Project, in its entirety, is taken by eminent domain, or sold under threat thereof, the Project is terminated and the provisions related thereto in this Declaration shall apply.
- 13.6 **Priority and Power of Attorney.** Nothing contained in this Article 13 shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Unit as to any portion of any condemnation award allocated to such Unit. Each Owner hereby appoints the Association as attorney-in-fact for the purpose of negotiations and settlement with the condemning authority for the acquisition of the Common Area, or any part thereof. In the event the taking involves all or part of any Unit or the Common Area or Limited Common Area, the award or proceeds shall be payable to the Association for the use and benefit of

the Owners and their Lenders as their interests may appear. This power-of attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

ARTICLE 14 – TERMINATION

- 14.1 **Required Vote.** Except as otherwise provided in Article 12 and Article 13, the Project may be terminated only by the approval of Owners holding at least ninety percent (90%) of the Allocated Interests. Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs or for other reasons must be agreed to by Lenders that represent at least fifty-one percent (51%) of the votes of the Units that are subject to mortgages.
- 14.2 **Termination Agreement.** An agreement to terminate shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement, including all ratifications of such termination agreement, shall be recorded in the records of the County Recorder in Blaine County, Idaho and is effective only on recordation.
- 14.3 **Sale of Project.** A termination agreement may provide that the entire Project shall be sold following termination. If, pursuant to such agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.
- 14.4 **Association Duties.** The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to Sections 14.1 and 14.2 of this Declaration. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and his or her successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and his or her successors in interest remain liable for all Assessments and other obligations imposed on Owners by this Declaration.
- 14.5 **Proceeds of Sale.** Following termination of the Project, the proceeds of any sale of real estate, together with the assets of the Association, shall be held by the Association as trustee

for Owners and Lenders as their interests may appear. Proceeds of the sale shall be distributed to Owners and Lenders as their interests may appear, based on the relative value of each Unit. The interest of any Owner in such proceeds shall not be distributed to such Owner except upon the prior payment in full of any Assessment lien or lien of a Lender encumbering such proceeds. Following termination, Lenders holding notes on the Units that were recorded before termination may enforce those liens in the same manner as any lien holder. The value of each Unit for purposes of distributing proceeds shall be determined by an appraisal of each Unit, conducted by an independent appraiser selected by the Management Committee. If any Owner disputes the appraised amount, they shall notify the Management Committee of the dispute within ten (10) days of receiving notice of the value of that Owner's unit. Upon timely notice of a dispute, the Owner shall select an appraiser who shall jointly with the Association's appraiser select a third appraiser to appraise the Unit. That appraisal shall be final as to the value of the Unit, regardless of whether it is lower or higher than the original appraisal. The Owner shall pay for the final appraisal.

- 14.6 **Allocation upon Termination.** Unless provided otherwise herein, upon any liquidation or termination of all or part of the Project, the Association shall represent the Owners in any proceedings, negotiations, settlements or agreements related thereto. Each Owner hereby appoints the Association as attorney-in-fact for such purpose, including the allocation of any losses, awards or proceeds resulting from such termination or liquidation. Any proceeds generated by such a termination or liquidation shall be made payable to the Association, which will hold such proceeds for the benefit of the Owners and their Lenders.

ARTICLE 15 – AMENDMENTS

- 15.1 **General Amendment Requirements.** Except as otherwise provided herein, this Declaration may be amended only by an instrument in writing to which Owners holding Allocated Interests totaling not less than sixty-seven percent (67%) of the total Allocated Interest have approved and consented, as evidenced by their signatures on or attached to the recorded amendment instrument. The signature of any one Owner of a Unit is sufficient if there are multiple Owners of the Unit, so long as any other Owner of the Unit does not vote inconsistent. In the event that an amendment is materially adverse to a Lender's interest in a Unit, such amendment must be approved by fifty-one percent (51%) of the Lenders for the Allocated Interests of Units subject to a mortgage. Notice of an amendment to the Declaration must be sent to a Lender via certified or registered mail with return receipt requested, and approval of and consent to an amendment by a Lender is assumed when a Lender fails to submit a response to any written proposal for an amendment within sixty (60) days after delivery by certified or registered mail with return receipt requested. No meeting or voting shall be required for an amendment, if the required consent is obtained.

- 15.2 **Scope of Amendments.** This Declaration may be amended to add new rights and obligations, remove existing rights and obligations, or modify existing rights and obligations. The right to amend shall be broadly construed to permit any change to the rights, obligations, and terms in the Declaration.
- 15.3 **Execution and Effective Date of Amendments.** An amendment that has been adopted as provided herein shall be executed by the Management Committee, through its agent, who shall certify that the amendment has been approved and adopted and that the procedures and requirements necessary to amend the Declaration have been complied with. The amendment shall be effective when it is recorded in the office of the County Recorder of Blaine County, Idaho.
- 15.4 **Changes to Plat or Boundaries of the Association.** The Association may adopt an amended Plat, supplemental Plat, correction to the Plat, or boundary agreement related to any boundary in or around the Project, including any boundary to any Unit or Units upon the approval of the number of Owners required to amend this Declaration. Any such Plat may make material changes to the existing or prior Plat including the addition or removal of amenities, increase the size of Units, deleting, adding, or modifying Common Area or Limited Common Area, or other changes in the layout of the Project. If any such document or action is approved by the consent of at least 67% of the Owners obtained in the manner required to amend this Declaration and so long as any Owner of any Unit that is subjected to boundary changes to that Unit or any Limited Common Area associated with that Unit consents, each and every other Owner shall sign, consent to, and execute any further documents required for the finalization, recording, and/or governmental approval of any such document regardless of whether they approved of or consented to the change in the Plat.
- 15.5 **Amendment to Conform to Law.** The Management Committee may, without the approval of the Owners, amend this Declaration to conform the Declaration to any applicable legal requirements otherwise applicable to the Association, but only to the extent necessary to eliminate any conflict with the law, to add provisions required by law, or to add provisions that embody rights or obligations otherwise binding on the applicable parties as a matter of law. This procedure may also be used to change the Declaration to add or conform to any requirements necessary for Owners to obtain government insured or guaranteed financing such as through VA, FHA, FNMA or similar programs or to comply with any directive of any federal, state, or local government agency. The following procedures and requirements must be complied with for any such amendment:
- (a) The Association must obtain from an attorney who has a significant experience and a regular practice in the area of condominium association law, a written opinion

explaining in detail and opining that the proposed amendment may be sought pursuant to this Section.

- (b) The members of the Management Committee must unanimously agree to the Amendment at the time it is recorded.
- (c) The Management Committee must provide to the Owners: (1) the proposed amendment instrument; (2) the language of this Section of the Declaration; (3) the law that conflicts with the existing Declaration language or the provisions that must be complied with to permit owners to obtain financing; (4) the attorney opinion letter required for the amendment; and (5) a notice in which the Association (a) notifies the Owner that it intends to amend the Declaration pursuant to this Section, (b) provides the Owner a right to object to the amendment within thirty (30) days, and (c) provides instructions on how, when, and where to properly return the objection. The Management Committee may include further explanation, information, and recommendations regarding the proposed amendment in the information provided to the Owners.
- (d) Within forty-five (45) days of providing the information to the Owners required by this Section, no more than forty percent (40%) of the owners have objected to the amendment.
- (e) Having otherwise complied with all of the requirements of this Section, the Management Committee members shall each sign the amendment instrument verifying that this Section has been complied with to the best of their knowledge and that no more than forty percent (40%) of the owners objected after having received proper notice. The amendment shall be effective upon the recording of the instrument in the office of the recorder of Blaine County.

ARTICLE 16 – INTERPRETATION, CONSTRUCTION, AND APPLICATION OF DECLARATION

- 16.1 **No Waiver.** Failure by the Association or by any Owner to enforce any Term and Condition in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to that breach and any such future breach of the same or any other Term and Condition.
- 16.2 **Conflicting Provisions.** In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Plat, the Articles, Bylaws, and then the Rules.

- 16.3 **Interpretation of Declaration and Applicability of the Act.** The Association intends that the Project shall be governed by the Act, except where (in compliance with the Act) the Association has included specific provisions in this Declaration that legally vary, supersede, or supplement the Act, in which event such specific provisions of this Declaration that are contrary to the Act shall govern the Project to the extent allowed by the Act. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow this Declaration to contain provisions contrary to the Act, the Act shall control and this Declaration shall be deemed modified accordingly, but only to the extent necessary to come into compliance with the Act.
- 16.4 **Cumulative Remedies.** All rights, options, and remedies of the Association and the Owners in the Governing Documents are cumulative, and none shall be exclusive of any other, and the Association and the Owners shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief that may be provided by law; simultaneously, consecutively, or alternatively.
- 16.5 **Severability.** Invalidation of any one or a portion of the Terms and Conditions by judgment or court order shall in no way affect any other Terms and Conditions, all of which shall remain in full force and effect.
- 16.6 **Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community and for the maintenance of the Project. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. References in this Declaration to article and section numbers, unless otherwise expressly provided, are to the article and section in this Declaration. To the extent permitted by law, the provisions of the Governing Documents shall not be interpreted for or against or strictly for or against the Association, any Owner, or any other person subject to their terms.
- 16.7 **Applicable Law.** This Association is specifically made subject to the Act and the law as it is constituted and exists at the time this Declaration is recorded. Amendments to the Act after the date of recording of this Declaration shall not be applicable to the Association or the Project unless they are applicable as a matter of law or unless the Association makes those amendments applicable by amendment to the Declaration.
- 16.8 **Gender and Number.** Whenever the context of the Governing Documents require, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

- 16.9 **Effect of Declaration.** This Declaration is made for the purposes set forth in the recitals in this Declaration and the Association 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, regulations and the like applicable thereto. The Association shall have no liability whatsoever if any Term and Condition is determined to be unenforceable, in whole or in part, for any reason.

ARTICLE 17 – NOTICE

- 17.1 **Notices.** Any notice to be given to an Owner, a Lender, or the Association under the provisions of the Governing Documents shall be in writing and shall be delivered as follows:

(a) **Notice from the Association to an Owner.**

1. Notice to an Owner shall be effective upon the satisfaction of any of the following delivery methods:
 - (i) by a written notice delivered personally to the Owner, which shall be effective upon delivery;
 - (ii) by a written notice placed in first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Unit. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit;
 - (iii) by written e-mail correspondence to an Owner: (1) that is sent to an e-mail address provided by the Owner for the purpose of Association communications, or (2) that is emailed to an e-mail address from which the Owner has communicated related to Association matters, and so long as no indication is received that the e-mail may not have been delivered. Any notice sent by e-mail shall be deemed delivered seventy-two (72) hours after it is sent;
 - (iv) by facsimile (whether to a machine or to an electronic receiving unit) to an Owner that is sent to a facsimile number provided by the Owner for the purpose of Association communications and so long as no indication is received that the facsimile may not have been delivered. Any notice sent by facsimile shall be deemed delivered seventy-two (72) hours after it is sent;
or

- (v) by any other method that is fair and reasonable as provided for in the Act or otherwise provided for by law.
- 2. Notwithstanding Subsection (1) of this Section 17.1, the Association shall send all notices by U.S. Mail if an Owner, by written demand, demands that the Association send all notices by mail.
- 3. In the case of co-owners, notice to one of the co-owners is effective as notice to all such co-owners. The Association shall not be required to give more than one notice per Unit, whether electronic or not. In case any two co-owners send conflicting notice demands, Notice shall be proper if mailed by first class mail to the Unit.
- 4. If posting of a notice on the Unit is permitted, such posting is effective when posted on the front or primary access door to the Unit and any such posting may be removed by the Association after the event as occurred for which posting was made or ten (10) days after the posting.

(b) Special Notice Prior to Association Entry into a Unit.

- 1. In case of an emergency or condition requiring immediate entry in a Unit, before entering a Unit the Association shall: (1) knock on the door and attempt to obtain permission to enter from an Occupant or Owner in the Unit, (2) if no one answers the knocking, loudly identify who is knocking and state that the person identified is going to enter the unit on behalf of the Association, then wait one minute, and (3) where practicable under the circumstances, attempt to call the Owner or any Occupant prior to entry to inform them of the entry.
- 2. If the Association enters a Unit for any purpose permitted in this Declaration other than those identified in the prior paragraph, before entering a Unit the Association shall: (1) give notice to the Owner that an entry is required at least two weeks in advance with such notice stating: (a) that the Association or its authorized persons will enter the Unit; (b) the date and time of the entry; (c) the purpose of entering the Unit; (d) a statement that the Owner or Occupant can be present during the time the Association is in the Unit; (e) the full names of any person who will be entering into the Unit, and the phone numbers and addresses of the persons entering the Unit or of the company for whom the persons entering the Unit are employed for the purpose of entering the Unit; (f) any other information the Association deems appropriate to include, and (2)

post the written notice described above on the front door to the Unit at least seven (7) days prior to entry into the Unit.

(c) **Notice to a Lender.** Notice to a Lender shall be delivered by first-class, United States mail, postage prepaid, to the most recent address furnished by such Lender in writing to the Association for the purpose of notice or, if no such address shall have been furnished, to any office of the Lender. Any address for a Lender that is found on a document recorded on the title of a Unit shall be deemed an office of the Lender. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit. Lenders of a mortgage on a Unit should receive timely notice of:

1. Any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its mortgage,
2. A sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which the Lender holds a mortgage,
3. A lapse, cancellation, or material modification of any insurance policy maintained by the Association, and
4. Any proposed action that requires the consent of a specified percentage of Lenders

(d) **Notice to Association from an Owner.**

1. An Owner's Notice to the Association shall be effective upon the satisfaction of any of the following delivery methods:
 - (i) by a written notice delivered personally to the managing agent, which shall be effective upon delivery;
 - (ii) by a written notice placed in first-class, United States mail, postage prepaid, to the current registered business address of the Association. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit;
 - (iii) by written email correspondence to the Association: (1) that is sent to an email address provided by the Association in the prior twelve (12) months for the purpose of Association communications, or (2) that is emailed to an email address from which the Manager or the President of the Association has communicated related to Association matters,

and so long as no indication is received that the email may not have been delivered or received. Any notice sent by email shall be deemed delivered seventy-two (72) hours after it is sent; or

(iv) by facsimile (whether to a machine or to an electronic receiving unit) to an Association that is sent to a facsimile number provided by the Association for the purpose of Association communications and so long as no indication is received that the facsimile may not have been delivered or received. Any notice sent by facsimile shall be deemed delivered seventy-two (72) hours after it is sent.

ARTICLE 18 – ATTORNEY FEES AND COSTS

18.1 Legal Costs Associated with Disputes with Owners.

- (a) **Owners Liable for Fees Incurred in Dispute.** If the Association utilizes legal counsel to enforce any Term and Condition after Notice to the Owner that it intends to enforce the Term and Condition, or after the Owner communicates or demonstrates an intent not to comply with the Term and Condition, the Association may assess all reasonable attorneys' fees and costs associated with such enforcement to the Owner, regardless of whether a lawsuit is initiated or not.
- (b) **Costs.** The term "costs" as used in this Section shall include all costs including copying costs, deposition costs, expert witness fees, investigative costs, service costs, and filing fees paid to courts. "Costs" is specifically defined in this Declaration to be broader and to include costs that are not included in costs, as the term is used in the Idaho Rules of Civil Procedure.
- (c) **Exception to Owner's Liability for Fees and Costs.** If, related to (1) any dispute with an Owner, (2) any challenge by an Owner to a position of the Association on a Term and Condition, or (3) a request of an Owner for direction on the application of a Term and Condition, the Association incurs legal fees or costs related to the interpretation and application of a Term and Condition that: (1) the association could not establish an initial position on without having incurred the fees and costs, or (2) results in a substantial modification to a prior position taken by the Association, then those fees or costs shall not be assessed to any Owner and shall be paid by the Association. This exception shall not apply if a lawsuit is currently pending with regard to the Owner and the issues arise as part of the lawsuit.

ARTICLE 19 – RESERVES

- 19.1 **Requirement for Reserves.** The Association shall maintain a reasonable reserve fund for the maintenance, repair, and replacement of the Common Area and Limited Common Area as determined by the Owners annually. Reserve funds may be collected as part of the monthly Assessments.
- 19.2 **Surplus Monies Applied to Reserves.** The Association may retain surplus Association money as additional reserves rather than refund it to the Owners or credit it to future Assessments.
- 19.3 **Segregation of Reserves.** The Association shall segregate money held for reserves from regular operating and other accounts.
- 19.4 **Reserve Analysis.** The Association shall cause a reserve analysis to be conducted and regularly updated a minimum of once every two years. The reserve analysis report shall be prepared by a person or persons with (1) experience in current building technologies, (2) a solid working knowledge of building cost estimating and life cycle costing for facilities, and (3) the tools and knowledge to prepare a report. Preferably, but subject to the discretion of the Management Committee in determining that the qualifications have otherwise been met by one person, two people shall prepare the reserve study, an architectural consultant who will perform a property condition assessment and a reserve study professional who will utilize the property condition assessment and prepare the reserve study. The reserve analysis shall, at a minimum, determine the need for and appropriate amounts of a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring common areas that have a useful life of three years or more. The Reserve studies and updates shall project a minimum of thirty (30) years into the future. Notwithstanding the foregoing), during the Control Period no reserve analysis is required.
- 19.5 **Disclosure and Approval at Annual Meeting.** The Association shall:
- (a) annually, at the annual meeting of Owners or at a special meeting of Owners:
 - 1. present the most recent reserve study;
 - 2. provide an opportunity for Owners to discuss reserves and to vote on whether to fund a reserve fund and, if so, how to fund it and in what amount; and
 - (b) prepare and keep minutes of each meeting held under Section 19.5(a) and indicate in the minutes any decision relating to funding a reserve fund.

ARTICLE 20 – LEASING AND NON-OWNER OCCUPANCY

20.1 **Declaration and Rules Govern Non-Owner Occupancy.** Notwithstanding anything to the contrary in this Declaration or in the Bylaws, any leasing and non-owner occupancy of a Unit shall be governed by this Article 20, the Rules, and procedures adopted as allowed in this Article 20.

20.2 **Definitions.** For the purpose of this Section:

(a) "Non-Owner Occupied Unit" means:

1. For a Unit owned in whole or in part by an individual or individuals, the Unit is occupied by someone when no individual Owner occupies the Unit as the individual Owner's primary residence; or
2. For a Unit owned entirely by one or more entities or trusts, the Unit is occupied by anyone.

(b) "Family Member" means:

1. the parent, sibling, or child of an Owner and that person's spouse and/or children; or
2. in the case of a Unit owned by a trust or other entity created for estate planning purposes, a person occupying the Unit if the trust or other estate planning entity that owns the Unit was created for the estate of (i) a current occupant of the Unit or (ii) the parent, child, or sibling of the current occupant of the Unit.

20.3 **No Restriction on Leasing and Non-Owner Occupancy.** Subject to the provisions of this Article 20, the number of Units permitted to be Non-Owner Occupied may not exceed twenty percent (20%) of the total Units in the Project.

20.4 **Units Exempt From the Limitation on Non-Owner Occupied Units.** Notwithstanding the restrictions on the number or term of leasing set forth in this Article 20, Owners and Units are exempt from the restrictions set forth in this Article 20:

(a) during the period of time of an Owner's deployment due to military service;

(b) during the period of time an Owner whose employer has relocated the Owner, but only for a period of two years or less;

- (c) during the period of time a Unit is owned by an entity that is occupied by an individual who:
 - 1. has voting rights under the Association's Governing Documents; and
 - 2. has a 25% or greater share of ownership, control, and right to profits and losses of the entity.

- (d) In the event a lease in a Unit is entered into before a rental restriction contained in this Article 20 is recorded with the Wasatch County Recorder's Office, said lease may continue until:
 - 1. the Owner occupies the Unit;
 - 2. an officer, Owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Unit, occupies the Unit; or
 - 3. the Unit is transferred.

20.5 **Permitted Rules.** The Management Committee may adopt Rules requiring:

- (a) reporting and procedural requirements related to Non-Owner Occupied Units and the occupants of those Units other than those found in this Article 20, including requiring informational forms to be filled out by Owners and/or residents identifying Non-Owner Occupants, vehicles, phone numbers, etc;
- (b) reasonable fees related to the administration of leased and Non-Owner occupied Units; and
- (c) other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this Declaration.
- (d) The Association shall create, by rule or resolution, procedures to ensure consistent administration and enforcement of the rental restrictions contained in this Declaration.

20.6 **Required Rules.** The Management Committee shall adopt Rules, resolutions, or procedures to: (a) determine and track the number of Units that are leased, (b) provide for a waiting list if the maximum number of units are available to lease are leased and additional owners

want to lease Unites, (c) determine and track the number of Unites exempt under section 20.5.

20.7 **Requirements for Leasing and Non-Owner Occupancy.** The Owners of all Units must comply with the following provisions:

- (a) Any lease or agreement for otherwise allowable Non-Owner Occupancy must be in writing, must be for an initial term of at least twelve (12) months, and shall provide as a term of the agreement that the resident shall comply with the Declaration, the Bylaws, and the Rules, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-owner occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident;
- (b) If required in the Rules of the Association or requested by the Management Committee, a copy of any lease or other agreement for non-owner occupancy shall be delivered to the Association within the time period provided for in the Rules or by the Management Committee;
- (c) No owner shall lease or allow any non-owner to use any Unit for transient, short-term (less than twelve (12) months), hotel, rental pool or corporate/exclusive use purposes, resort, vacation, or seasonal use (whether for pay or not);
- (d) Daily and weekly occupation by non-owner occupants is prohibited (whether for pay or not); and
- (e) The Owner(s) of a Unit shall be responsible for the non-owner occupant or any guest's compliance with the Declaration, Bylaws, and Rules. The Owner and non-owner occupant, or other similarly situated individual, shall be jointly and severally liable for any violations of the Governing Documents. In addition to any other remedy for noncompliance with the Governing Documents, the Association shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending non-owner occupant. The Association, the Management Committee, and the Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Management Committee, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph.

20.8 **Exceptions for Family Members.** If only Family Members occupy a Unit, then notwithstanding anything to the contrary herein:

- (a) Subsections 20.5(a), 20.5(c), & 20.5(d) of Section 20.5 shall not apply to that occupancy;
 - (b) no written agreement regarding occupancy needs to be created between the family member and the Owner; and
 - (c) any written agreement regarding occupancy may not be requested by the Management Committee until an occupant has violated a provision of the Governing Documents and if requested, may only be requested related to remedying or taking action as a result of such a violation.
- 20.9 **Consistent Administration and Enforcement.** The Management Committee and Manager of the Association will create, by rule or resolution, procedures to ensure consistent administration and enforcement of the rental restrictions contained in this Declaration.

ARTICLE 21 – GENERAL PROVISIONS

- 21.1 **Enforcement.** The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all Terms and Conditions including the right to prevent the violation of any such Terms and Conditions and the right to recover damages and other sums for such violation.
- 21.2 **Non-liability of Officials.** To the fullest extent permitted by applicable law, neither the Management Committee nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error or negligence.
- 21.3 **Use of Funds Collected by the Association.** All funds collected by the Association, including Assessments and contributions to the Association paid by the Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for nonprofit purposes of the Association in managing, maintaining, caring for and preserving the Common Area, and for other permitted purposes, as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result of the Association managing, maintaining, caring for, and preserving the Common Area, and other than as a result of expenditures made for other permitted purposes, as set forth in this Declaration).
- 21.4 **Notification of Reinvestment Fee.** Except as otherwise limited by law, the management Committee may establish a Reinvestment Fee Assessment, from time-to-time, which shall be no more than 0.5% of the value of the Unit, and which shall be due and payable immediately after any sale or other transfer of any Unit. The Management Committee shall

have authority to set forth in the Rules the date, time for payment, amount, the requirements for any information that is required from any transferee of any Unit upon any sale or transfer, and any other procedures or requirements related to the Reinvestment Fee Assessment. The Reinvestment Fee Assessment shall be due after the transfer.

- 21.5 **Owner Liability and Indemnification.** Each Owner shall be liable to the remaining Owners and to the Association for any damage to the Common Area that may be sustained by reason of the negligent or intentional act of an Owner or any intentional or negligent act of any Occupant of that Owner's Unit, to the extent such losses and damages are either under the deductible of the Association or not covered by the Association's insurance. Each Owner, by acceptance of a deed to a Unit, agrees personally to indemnify each and every other Owner and Occupant in such other Owner's Unit, and to hold such other persons harmless from, and to defend such persons against, any claim of any person for personal injury or property damage occurring within the Unit of that particular Owner, including Limited Common Area, if any, except to the extent that: (a) such injury or damage is covered by liability insurance in favor of the Association or any other Owner; or (b) the injury or damage occurred by reason of the intentional act of the Association.
- 21.6 **Consent, Power of Attorney, Waiver.** By acceptance of a deed, lease, or other conveyance of an interest in Unit, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including, but not limited to, the right to prepare, execute, file, process, and record necessary and appropriate documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and the Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on such Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration, and shall not be affected by the disability of any such Owner or Occupant.
- 21.7 **Security.** The Association shall in no way be considered an insurer, guarantor, or provider of security from criminal conduct within or relating to the Project, including any Common Area that the Association may have an obligation to maintain. The Association shall not be held liable for any loss or damage by reason of criminal conduct arising for any reason, including any failure to provide security or any ineffectiveness of security measures undertaken. Each and every Owner or Person entering the Project acknowledges that the Association has no duty to any Owner or Occupant related to security or criminal conduct, and expressly acknowledges that no duty is owed to anyone such as that of a landlord or retail business. By purchasing a Unit in this Association and/or residing in this Association,

Owners and Occupants agree that the Association and the Management Committee are not insurers of the safety or well-being of Owners or Occupants, or of their personal property as it relates to criminal conduct, and that each Owner or Occupant specifically waives any such claim and assumes all risks for loss or damage to persons or property resulting from criminal conduct, to the extent any such damages are not covered by insurance.

21.8 **Reasonable Accommodations.** Notwithstanding anything to the contrary in this Declaration, the Association, upon receipt of a written opinion from its counsel that such action is required, may make or permit reasonable accommodations or modifications to the Project that are otherwise prohibited by the Governing Documents, as required under Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act) as amended, to accommodate a person with a disability (as defined by Federal law at the time the accommodation is requested). Reasonable accommodations or modifications may include modifications to a Unit, the Common Area, the Limited Common Area, or the buildings, or deviations from provision of the Governing Documents. Any such modification and accommodation made under this Section shall not act as a waiver of the provisions of the Governing Documents with regard to anyone else.

21.9 **No Representations and Warranties.** EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE MANAGEMENT COMMITTEE HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT, AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

ARTICLE 22 – DECLARANT RIGHTS

22.1 **Special Declarant Rights.** Notwithstanding any other provisions in the Governing Documents to the contrary, the Declarant shall have the rights provided for in this Article 22 (the “Special Declarant Rights”).

22.2 **Right to Appoint the Management Committee during Control Period.** The Declarant shall have the right to appoint and remove all Management Committee Members during the Declarant Control Period and in the appointment of Committee Members shall not be bound by any qualifications for Management Committee Members in the Governing Documents. The Declarant may elect to have a Management Committee of three members until the Control Period ends.

- 22.3 **Control Period.** Declarant shall have the right to retain control, power, and authority over, and all decision-making ability or authority for, the Association and/or the Project during the "Control Period." The Declarant shall determine whether to hire professional management during the Control Period. The Control Period shall extend until the first to occur of the following: (i) the Declarant elects, in writing, to terminate the Control Period or (ii) one year after the Declarant no longer owns a Unit in the Project.
- 22.4 **Easement Rights.** The Declarant shall have an easement for access across the entire Project and may utilize, allow anyone else to utilize, or may grant easements over and through any easement right reserved to anyone in the Declaration.
- 22.5 **Right to Amend Plat.** Subject to necessary approvals from any applicable municipality or government agency, the Declarant shall have the right to amend, change, or modify any Plat, subject only to the requirement that the Declarant get approval from any Owner of a Unit that has any boundary modified by the Plat.
- 22.6 **Assessment Rights.** The Declarant shall have the right to set all Assessments, regular and special during the Control Period. No Units owned by the Declarant shall pay Assessments until such time as the Declarant elects to pay Assessments, and only for so long as the Declarant elects to pay Assessments.
- 22.7 **Right to Amend Declaration, Bylaws, and Rules.** Until the expiration of the Declarant Control Period, the Declarant shall have the right to amend, revise, and modify this Declaration, the Bylaws, and the Rules in any way and at any time, including adding, removing, or changing substantive and material provisions, without any additional approvals from anyone including, but not limited to, the Owners. Any such amendment to the Bylaws or Declaration shall be effective upon the recordation by the Declarant of an amendment duly signed by an authorized officer or manager of the Declarant, with such signature acknowledged. When recorded, any such amendment shall be binding upon the Project and all persons having an interest therein including all Owners. Without limiting the generality of the foregoing, the Declarant alone may amend or terminate this Declaration prior to the closing of a sale or transfer of any Unit.
- 22.8 **Expansion of Project / Additional Land.** The Declarant may add land to or withdraw land from the Project and expand or contract the Project, at any time, and for any reason.
- 22.9 **Assignment of Special Declarant Rights.** Declarant may, at any time, by recording a written notice, assign or transfer all or some of its control, power, authority, or decision-making ability to the Association or any other person or entity prior to the time period described above. In the case of the abandonment of the Project by the Declarant, the cessation of

- business by the Declarant, or the foreclosure of any undeveloped property that is subject to the provisions of this Declaration, the rights of the Declarant as provided for in this Declaration may be exercised by any Owner of the undeveloped land within the project or to be expanded into the Project, or unfinished Units.
- 22.10 **Exceptions from Use Restrictions.** The Declarant shall not be bound by any use restriction in the Declaration as it relates to the Units owned by the Declarant.
- 22.11 **No Modification of Declarant Rights.** Any Declarant Rights in the Governing Documents, and specifically in this Article 22, and any provisions in Article 23, shall not be substantively or procedurally altered without the written consent of the Declarant until fourteen (14) years have passed after the Control Period has ended, at which time the Declarant approval shall no longer be required. Any document or amendment attempted without obtaining proper consent shall be void ab initio to the extent it attempts to alter the rights of the Declarant or any provision of Article 22 or Article 23, without the consent of the Declarant.
- 22.12 **Use of Units and Common Areas.** During the Declarant Control Period, the Declarant shall have the right to use any Unit owned by it, and any part of the Common Areas in furtherance of any activities designed to accomplish or facilitate construction, improvement and sale of all Units owned by the Declarant or to be added to the Project, and the construction and improvement of all Common Areas and/or Limited Common Areas as the Declarant may desire. The Declarant shall have the right to maintain one or more sales offices and model Units. Such offices and model Units may be located in any Unit with the permission of the Owner of that Unit, who may be the Declarant, or in one or more separate structures or facilities placed in the Project for the purpose of aiding the Declarant's sales efforts, or any combination of the foregoing. To ensure uniform and consistent marketing of the Units for the benefit of the Association and the Owners, all sales of Units during the Declarant Control Period, including Units no longer owned by the Declarant, must utilize only the real estate sales agent specified and approved by the Declarant. The Declarant shall also have the right to maintain any number of promotional, advertising, or directional signs, banners, or similar structures or devices at any place or places in the Project. The Declarant shall also have the right to designate by signs or otherwise any Common Area parking as parking for sales only or to otherwise restrict and use any Common Area parking. The Declarant shall have the right from time-to-time to relocate, move, remove, or add to any of its sales offices, parking restrictions, model Units, signs, banners or similar structures or devices.
- 22.13 **Declarant Rights Do Not Impose Obligations.** The Declarant Rights provided for in this Article 22 do not impose any obligation, legal or equitable, related to the issues to which they might apply. Both the Association and any Owner hereby expressly waive and disclaim

any such duty and affirmatively acknowledge that no such duty exists or should be imposed as a result of the Special Declarant Rights.

ARTICLE 23 – CONFLICT AND LITIGATION AVOIDANCE AND RESOLUTION

23.1 **Statement of Intent.** Every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Unit that Owner is purchasing or any aspect of the Common Area prior to purchasing a Unit. Moreover, an Owner Warranty has been provided to each Owner identifying those items that are warranted by the Declarant. Having had the ability to inspect prior to purchasing a Unit, having received a written warranty, and having paid market price for a Unit in the condition it and the related Common Area is in at the time of purchase, it is acknowledged that it is unfair and improper to then seek to have the Declarant and/or any subcontractor performing work in the Project to change, upgrade, or add additional work to the Project outside of any warranty obligation. Moreover, the Owners (by purchasing a Unit) and the Declarant acknowledge and agree that litigation is an undesirable method of resolving certain conflicts in that it is slow, expensive, uncertain, and can often negatively impact the sale value of Units for years, unfairly prejudicing those Owners who must or want to sell their Unit during any period when litigation is pending. For this reason, the Owners by purchasing a Unit and the Declarant agree and acknowledge that certain disputes simply shall not be pursued, to the extent permitted by law, and that others shall be pursued only through certain specific alternative dispute resolution mechanisms, and only after full disclosure, right to cure periods, and knowing approval of the Owners. Consistent with this dispute avoidance intent and mandate, and in an effort to provide an avenue of recovery against the party responsible for faulty construction, the Declarant may obtain and provide warranties to the Association, or that the Association may enforce from subcontractors related to the construction of the Project. It is the intent of the Parties hereto, as agreed to by the Owners by and upon the purchase of a Unit, that these warranties, if they are obtained, whatever they might cover and whomever they are from, are the sole remedy to the extent permitted by law, in case of any defects or damages arising from defects of any kind related to construction or development of the Project. The intent of this Section is to eliminate, to the extent possible, claims against or involving the Declarant and claims related to the construction of the buildings and fixtures on the Project, and, when and if any such claim is permitted as a matter of law or pursuant to this Declaration, to ensure that every opportunity is made to resolve the claim outside of a normal court procedure. This effort shall include, but not be limited to, the right to cure and the requirements for mediation and arbitration.

- 23.2 **Association Warranties.** The Declarant may, but is not obligated, to provide certain warranties to the Association related to the construction of the Project ("Association Warranty"). The Association shall have the right, as provided for in any such warranties, to directly enforce and seek performance of these warranties from the subcontractors who performed the work in the construction of the Project. There is no guarantee or warranty by the Declarant that any warranties will be provided or that the warranties will cover any particular component or aspect of the Project.
- 23.3 **Owner Warranties.** The Declarant has provided certain warranties to the Owners related to the Unit purchased ("Owner Warranty"). The first Owner of a Unit to whom the warranty is issued or with whom a legal warranty arises, and only that Owner, shall have the right to directly enforce and seek performance from the Declarant of any terms of the warranty and only consistent with the warranty itself. The Association shall have no right to seek the performance of or take assignment of any rights in any warranties from the Declarant to any Owner, and the Owner shall have no right to assign any rights of any kind to the Association related to pursuing litigation against the Declarant.
- 23.4 **Declarant Litigation.**
- (a) An Owner may only make a claim against the Declarant for the failure to comply with the Owner Warranty, any other Warranty implied by law and not validly disclaimed in this Declaration, or for any other claim of any kind, after the following efforts at dispute resolution have been completed: (1) Right to Cure: the Owner shall provide to the Declarant a Notice of Claim (defined below) and permit the Declarant 180 days to cure or resolve the claim or defect, or to try to get the appropriate subcontractor to cure or resolve the claim or defect, prior to initiating any lawsuit, claim, or dispute resolution process; (2) if the dispute is not resolved within the 180 day Right to Cure period, the parties agree to mediate the dispute prior to taking further action. If additional, different, or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Declarant that were not previously included in any Notice of Claim, the Right to Cure period provided for in this Section shall immediately apply again and any pending action, including any mediation or arbitration, shall be stayed for the 180 day period.
- (b) For any claim allowed by law or by this Declaration, the parties agree to binding arbitration of all claims asserted against the Developer by either the Association or any Owner, with the initiating party advancing all arbitration costs subject to assignment of those costs by the arbitrator in a final decision on the merits. The parties to any such arbitration shall mutually work, in good faith, to agree upon the arbitrator, mediator, arbitration service, and all aspects of the arbitration and mediation proceedings. In case

of any disagreement regarding the mediation or arbitration service, the American Arbitration Association shall administer the mediation and arbitration and the rules applicable to construction disputes shall apply. The arbitration rules shall be subject to the requirements of this Declaration and shall be modified accordingly in case of any conflict between the rules and this Declaration.

- (c) "Notice of Claim" shall mean and include the following information: (1) The nature of the claim; (2) a specific breakdown and calculation of any alleged damages; (3) a specific description of the claim along with any supporting opinions, information, or other factual evidence upon which the claim is based; (4) photographs of any alleged condition, if applicable; (5) all efforts taken to avoid, mitigate, or minimize the claim or any alleged damages arising therefrom; and (6) the names, phone numbers, and address of every person providing information, analysis, or opinions related to the claim.
- (d) Notwithstanding any other provision in this Declaration, except as to an Owner Warranty and to the fullest extent permitted by the law, an Owner shall not and agrees not to commence or maintain any litigation, arbitration, or other action against the Declarant or any of its officers, directors, members, employees, or agents for any reason, including, but not limited to, alleged construction defects, any related damages, or any damages arising therefrom.
- (e) Notwithstanding any other provision in this Declaration, and to the fullest extent permitted by law, the Association shall not and cannot commence or maintain any litigation, arbitration, or other action against the Declarant or any of its officers, directors, members, employees, or agents for any reason, including, but not limited to, alleged construction defects, any related claims, or any damages arising therefrom.
- (f) The Association shall indemnify and defend the Declarant and its officers, directors, members, employees, and agents against any litigation, arbitration, or the assertion of any claim arising out of any alleged construction defect in or related to the Project and/or any damages arising therefrom. By purchasing a Unit, the Owner specifically disclaims and releases the Declarant from any claim, known or unknown, related to any defect in the Project not specifically covered by either an Association Warranty or an Owner Warranty, except only as limited by law. The Association and each Owner acknowledges and agrees that these warranties and whatever coverage they might provide are the sole remedy of the Association related to any alleged or actual construction defects. In case of any claim or litigation asserted related to any construction defect arising in any Unit, the Owner agrees to defend the Declarant (which shall permit the Declarant to select counsel and require the Owner to advance all costs and fees related to any such claim) from any such claim and to indemnify Declarant from any liability arising therefrom.

- (g) Subject only to the provisions in the Owner Warranties and any Association Warranties (if any), the Association and the Owners take ownership and possession of the Units, Common Areas, and Limited Common Areas AS IS, with no warranties of any kind except as otherwise required as a matter of law. The Declarant specifically disclaims any warranties of merchantability, fitness for a particular use, or of habitability, to the full extent allowed by law.
- (h) If otherwise allowed by law notwithstanding the terms of this Declaration, or if allowed in this Declaration, prior to the Association making any demand or commencing any mediation, arbitration, or litigation against a Declarant or any subcontractor, other than a claim made solely upon an Association Warranty against a Subcontractor, the Association must have a meeting of the Owners, with proper notice, and have all attorneys, experts, and other persons expected to be involved in the claim present at the meeting. Those people present, including the Management Committee, must permit discussion among the Owners and questions from the Owners and must respond to all reasonable questions of the Owners related to the proposed claims. The notice for the meeting must include the following information: (i) a statement must be made on the first page of such notice in bold, upper case, and not less than 22 point font: "The Association is contemplating serious and potentially time-consuming and expensive litigation against the Declarant of this Project. This litigation could cost you money in the form of increased Assessments and will likely impact the resale value of your Unit and your ability to sell your Unit while this litigation is pending. This litigation could take years to resolve. You should think seriously about this issue and attend the meeting on this issue."; (ii) a budget and detailed breakdown of all costs and legal fees associated with the expected litigation, including a breakdown of any costs and fees to be advanced by any representative of the Association and all those to be paid directly, all of which shall assume the litigation will last three years and require a hearing on the merits; (iii) a detailed explanation of where any money to be paid by the Association will be obtained, including a per Unit breakdown of all costs and fees per year, assuming the litigation will last three years; (iv) a written statement of each Management Committee Member indicating that person's position on the litigation; (v) an opinion from an attorney other than the attorney considered to bring any such action analyzing the law and all relevant facts and providing an opinion on the likelihood of success of any such litigation or arbitration; (vi) all terms of the agreement between the Association and the attorney or law firm prosecuting the action including a copy of any engagement letter, contract, or agreement related to that representation; and (vii) a detailed description of the alleged claims against the Declarant and of all efforts by the Association to resolve those claims prior to commencing any action.

- (i) The existence of procedures and/or requirements in this Section applicable to claims against the Declarant or subcontractors that are barred or limited in other provisions of this Declaration shall not be construed as permitting any such claims, or as contradictory to a prohibition or limit on such claims in other provisions in this Declaration. The procedures and requirements to assert a claim (including, but not limited to, the right to cure requirements, the meeting and owner approval requirements, the mediation requirement, and the arbitration requirements) that is prohibited by this Declaration are provided solely in case any such claim is permitted by law notwithstanding the terms of this Declaration.

23.5 **Land Owners.** All persons owning land that is initially or subsequently incorporated into the Project, and who sign the Declaration or any amendment thereto, subjecting that land to the Declaration and incorporating it into the Project, shall be afforded the same rights, protections, and litigation avoidance procedures that are provided for the Declarant in this Article 23.

[Signature on the Follow Page]

EXECUTED this ____ day of _____, 20__.

EXHIBIT A

Allocated Interest

Unit No.	Unit Type	Square Ft.	Allocated Interest	Initial Assessment
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

Total	-	100%
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EXHIBIT B

Bylaws

EXHIBIT C

Description of Property

[Property Description]

Attachment F

Application Materials:
Condominium Subdivision
Preliminary Plat
Plan Set

A PRELIMINARY PLAT SHOWING SOLSTICE CONDOMINIUMS

LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
WHEREIN THE BUILDING ON LOT 1A, BLOCK 5, CITY OF KETCHUM IS CONDOMINIUMIZED

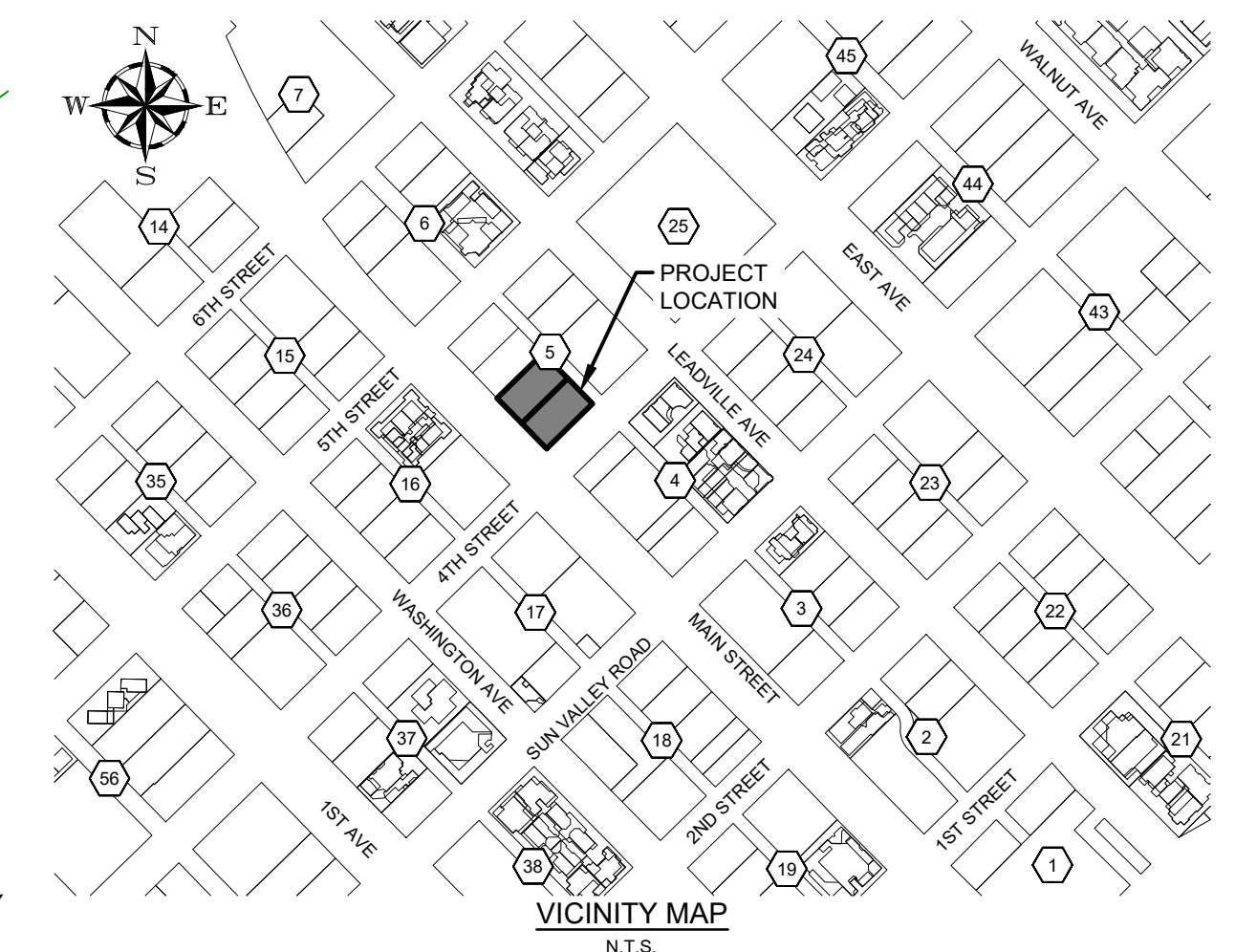
JUNE 2022

SCALE: 1" = 20'

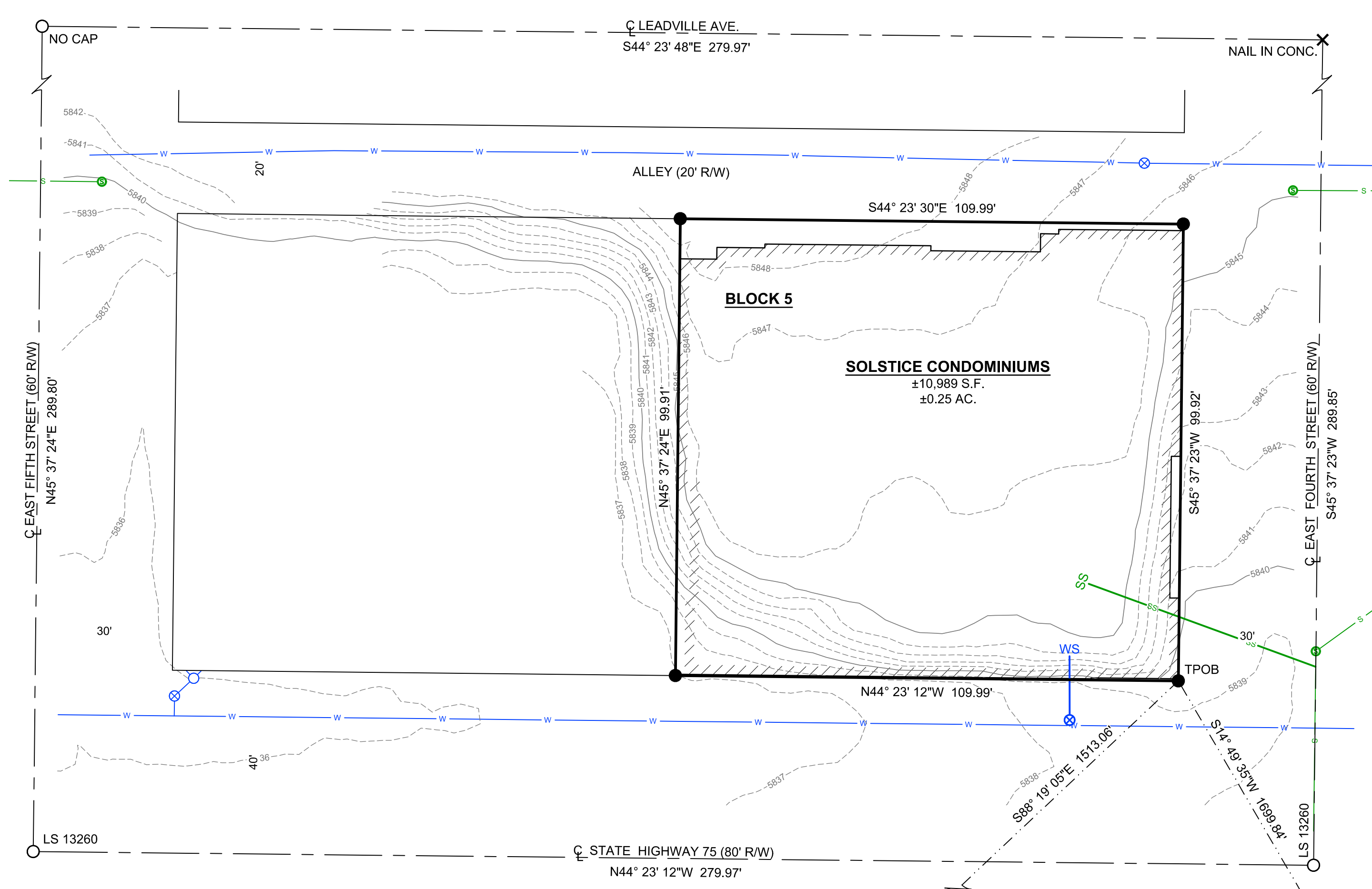


SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the elements found and set during the boundary retracement of Lot 1A, Block 5, Ketchum, Toonsite, and to condominiumize said project as shown hereon. The boundary shown is based on found elements and the plat of Lot 1A, Block 5, Ketchum, Toonsite, Instrument Number 1699, records of Blaine County, Idaho. A found element has been accepted. Lot corner elements are set by block bread and recording record distances. Vertical Datum is NAVD 1988.
- In interpreting the Declaration, Plat or Plans, and Deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be considered to be its boundaries rather than the lines and boundaries expressed or depicted in the declaration, plat or plans, and or deeds, regardless of setting or alteration of the building and regardless of inaccuracies between boundaries shown in the declaration, plat or plans, and or deeds, and the actual boundaries of the units in the buildings.
- Dimensions shown hereon shall be subject to slight variations, owing to normal construction tolerances.
- Horizontal or sloping planes shown hereon are to finished surface of floor and bottom of finished ceiling: vertical planes are finished surfaces of interior walls. So structural members extend into units, finished common areas and airings spaces.
- Project shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens recorded by a valid Condominium Law or the Condominium Declaration recorded under Instrument Number 1699, records of Blaine County, Idaho. Consult the Condominium Declaration for the definition of common and limited common area.
- Area outside of units that is not designated as limited common is common area. Areas of "common" or "limited common" are shown by diagram.
- Binding ties are to the interior corners of unit areas.
- Utilities necessary to a project for access and maintenance of utilities serving units other than the unit they are located in are hereby granted by this plat.
- The current zoning is CC. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
- The project owner is 4th and Main Ketchum LLC, 4685 High and Drive, Ste 224, Salt Lake City, UT 84117. The survey representation is Mark E. Phillips, Galena Engineering, Inc., 317 N. Riley St., Hailey, Idaho 83333.



SOLSTICE CONDOMINIUMS
GALENA ENGINEERING, INC.
HAILEY, IDAHO
1 OF 3
Job No. 7821



LEGEND	
	Project Line
	Adjoiner's Lot Line
	Center Line
	GIS Tie Line
	Unit Tie Line
	Found A in Ca
	Found 5 8" Rebar
	Nail in Concrete
	Set 5 8" Rebar
	Unit Point of Tie to TPOB
	Binding
	5' Contour Inter a
	1' Contour Inter a
	Sewer Main
	Sewer Service
	Sewer Manhole
	Water Main
	Water Service
	Fire Hydrant
	Water Valve
	CA Common Area
	CE Ceiling Elevation
	ELEV Elevation Contour Area
	FF Finished Floor Elevation
	IC Irregularity Contour Area
	LC Limited Common Area
	MECH Mechanical Room Contour Area
	NC No Contour Area
	TPOB True Point of Beginning

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date _____ South Central District Health Dept., EHS

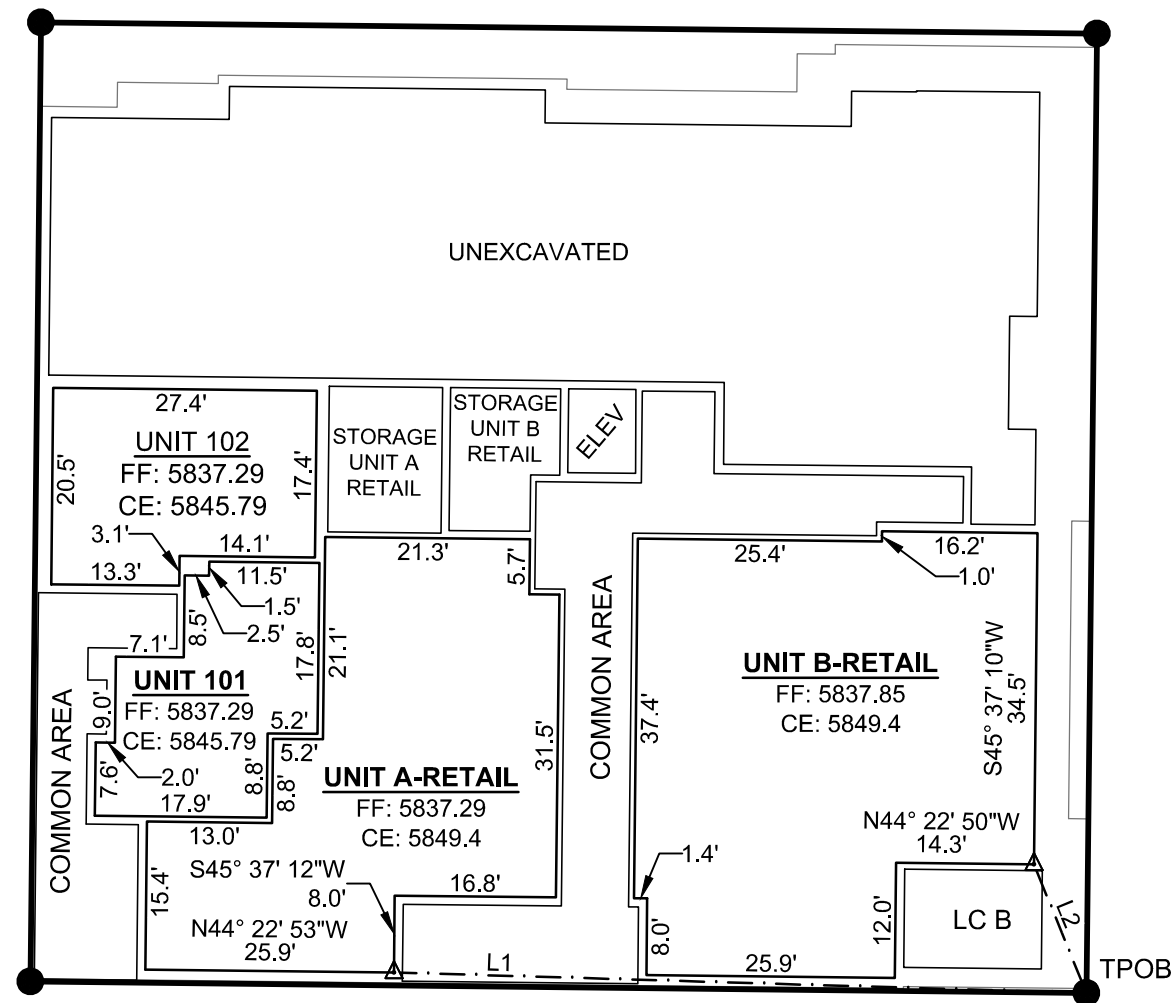
MARK E. PHILLIPS, P.L.S. 16670

A PRELIMINARY PLAT SHOWING SOLSTICE CONDOMINIUMS

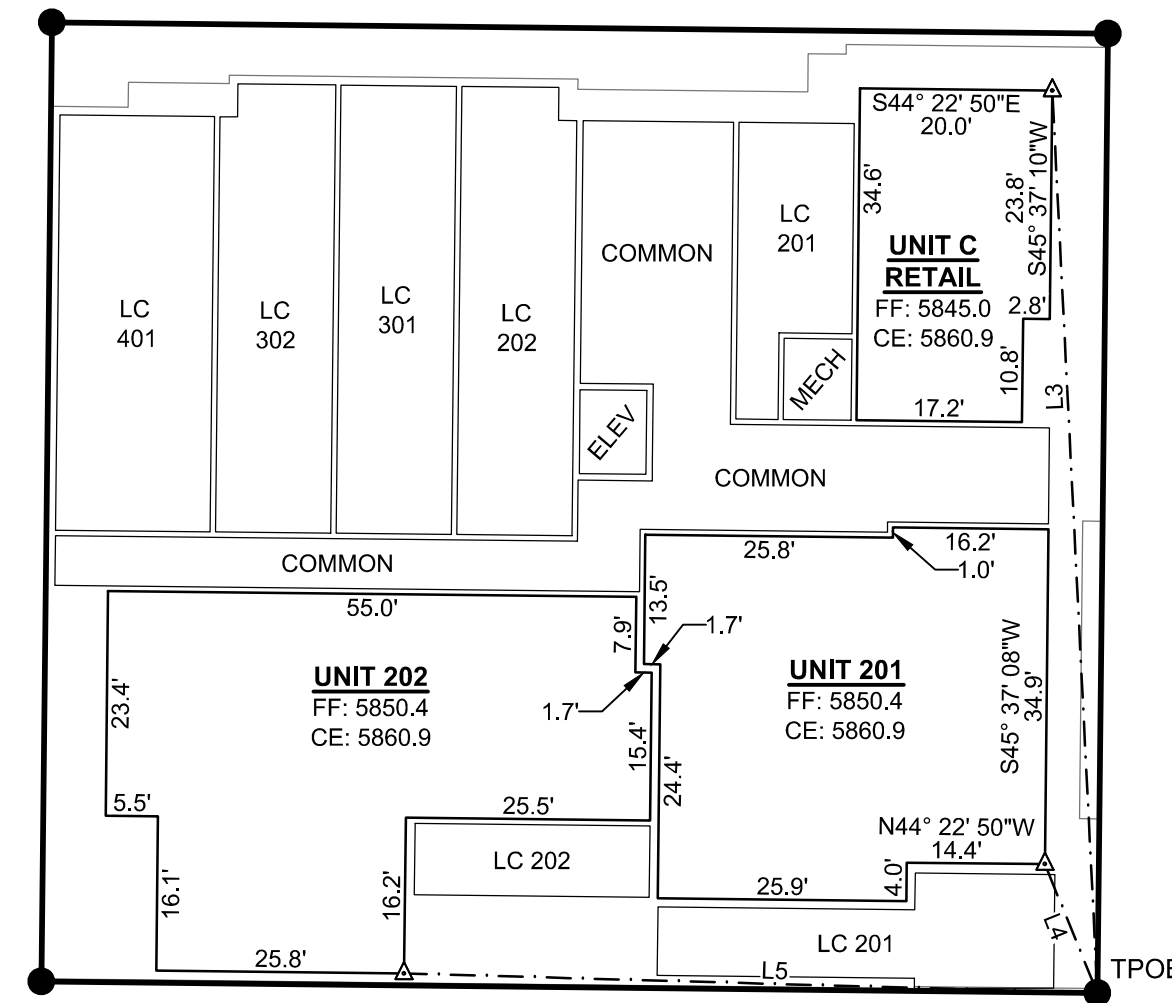
JUNE 2022



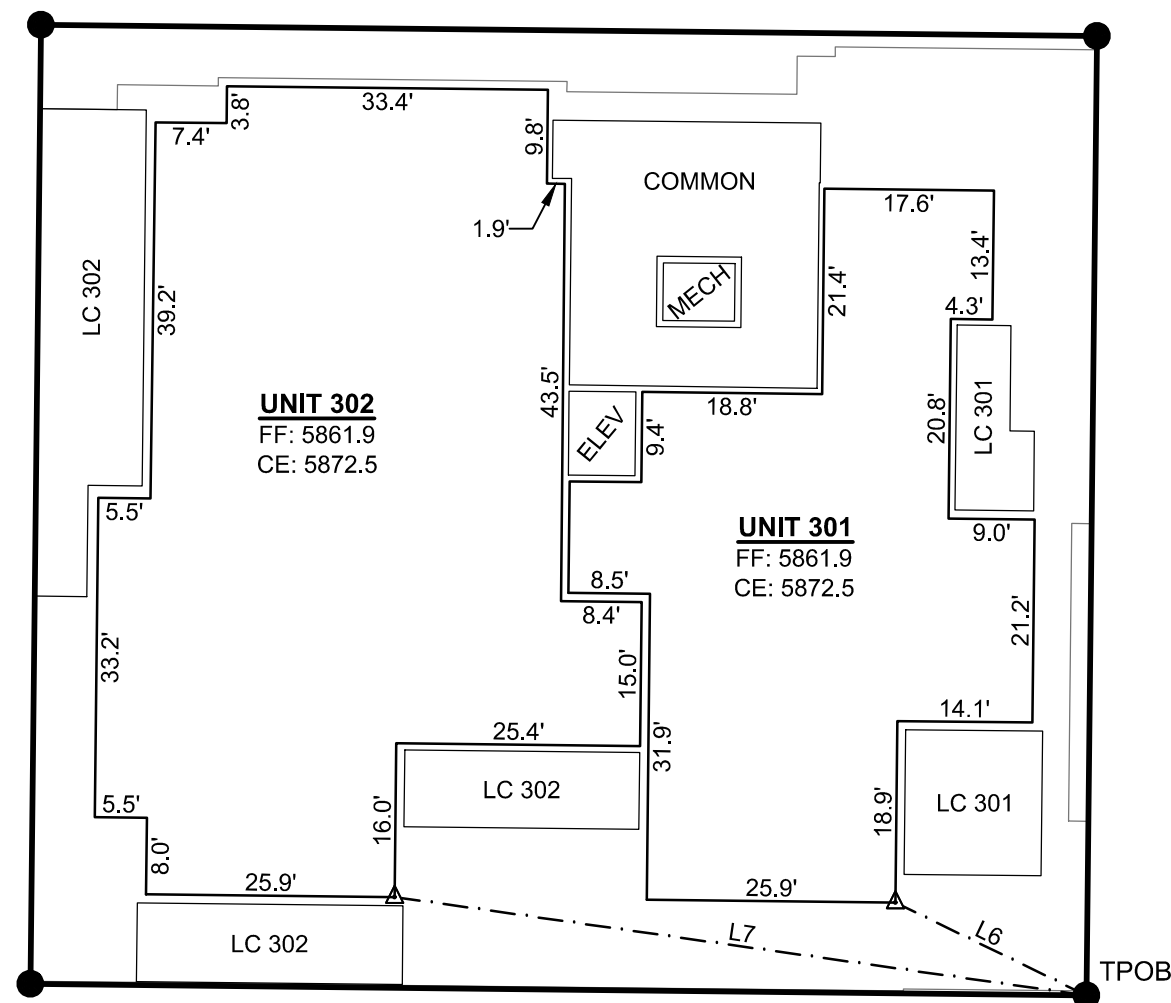
Unit Tie to TPOB			
Line #	Unit	Length	Direction
L1	A-RETAIL	72.2'	N43°18'18"W
L2	B-RETAIL	14.5'	N22°45'42"E
L3	C-RETAIL	94.1'	N42°07'33"E
L4	201	14.5'	N22°46'18"E
L5	202	72.2'	N43°23'18"W
L6	301	22.1'	N19°05'05"W
L7	302	72.8'	N36°54'42"W
L8	401	47.3'	N23°57'39"E



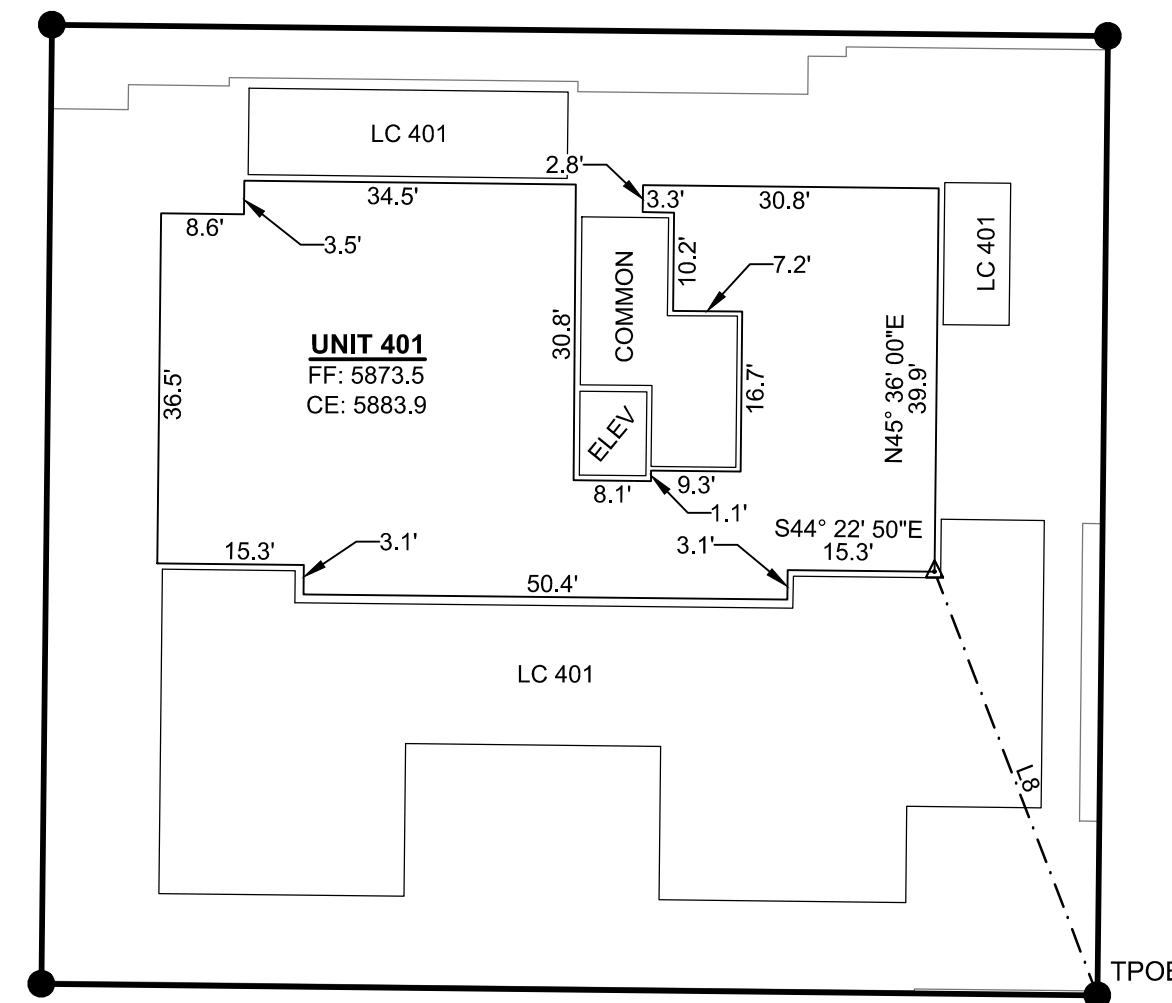
UNITS A-RETAIL AND B-RETAIL (1ST FLOOR)



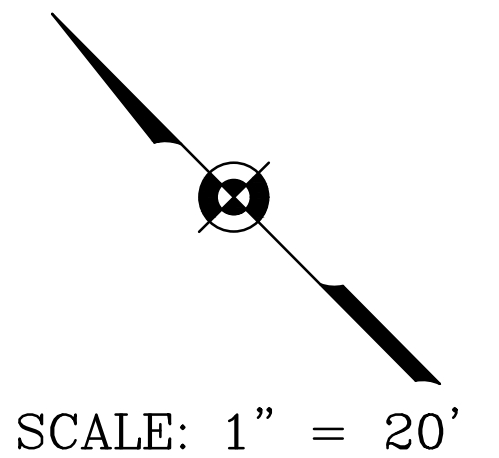
UNITS 201, 202, & C-RETAIL (2ND FLOOR)



UNITS 301 & 302 (3RD FLOOR)



UNIT 401 (4TH FLOOR)



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

SOLSTICE CONDOMINIUMS
GALENA ENGINEERING, INC.
HAILEY, IDAHO

2 OF 3
Job No. 7821

NOTE: See Sheet 1 for Legend and Notes.

Attachment G

Staff Report:

Planning and Zoning

Commission

Regular Meeting

of

February 14, 2023



STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF FEBRUARY 14, 2023

- PROJECT:** 4th & Main Mixed-Use Development
- APPLICATION TYPE:** Design Review (Application File No. P22-043)
Lot Consolidation—Preliminary Plat (Application File No. P22-043A)
Condominium Subdivision – Preliminary Plat (Application File No. P22-043B)
- PROPERTY OWNER:** Chris Ensign, Managing Member, 4th & Main Ketchum LLC
- REPRESENTATIVE:** Peter Paulos, PH Architects (Architect)
- REQUEST:** Final Design Review, Lot Consolidation Preliminary Plat, and Condominium Subdivision Preliminary Plat applications for the development of a new 24,003-square-foot, four-story mixed-use building
- LOCATION:** Northeast Corner of Main & 4th Street (Ketchum Townsite: Block 5: Lots 1 & 2) RPK00000050020 & RPK00000050010
- ZONING:** Community Core – Subdistrict 1 – Retail Core (CC-1)
- REVIEWER:** Abby Rivin – Senior Planner
- NOTICE:** A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on January 25, 2023. The public hearing notice was published in the Idaho Mountain Express on January 25, 2023. A notice was posted on the project site and the city’s website on January 30, 2023. The building corners were staked and the story pole was installed on the project site on February 7, 2023.

I. EXECUTIVE SUMMARY

The applicant is proposing to develop a new 24,003 square-foot, four-story mixed-use building, called the 4th & Main Mixed-Use Development (the “project”), at the northeast corner of Main and 4th streets (the “subject property”) located within the Retail Core Subdistrict of the Community Core (See Figure 1 for project location map). The project plans are included as Attachment B to the staff report. The subject property is adjacent to the Wells Fargo Bank building to the west across Main Street, Ginger Sweet and Ozzies Shoes to the east across the alley, the mixed-use development currently under construction to the north at the corner of 5th and Main streets, Sturtevant’s across 4th Street to the south, and the Jones building on the opposite corner across Main Street.

As proposed, the project includes 3,446 square feet of retail space on the ground-level with frontage along both Main and 4th Streets and 7 multi-family dwelling units as follows:

- One 458-square-foot community housing unit on the ground level,
- One 518-square-foot community housing unit on the ground level,
- One 1,505-square-foot dwelling unit on the second floor,
- One 1,725-square-foot dwelling unit on the second floor,
- One 2,277-square-foot dwelling unit on the third floor,
- One 3,485-square-foot dwelling on the third floor, and
- One 3,039-square-foot dwelling on the fourth floor.

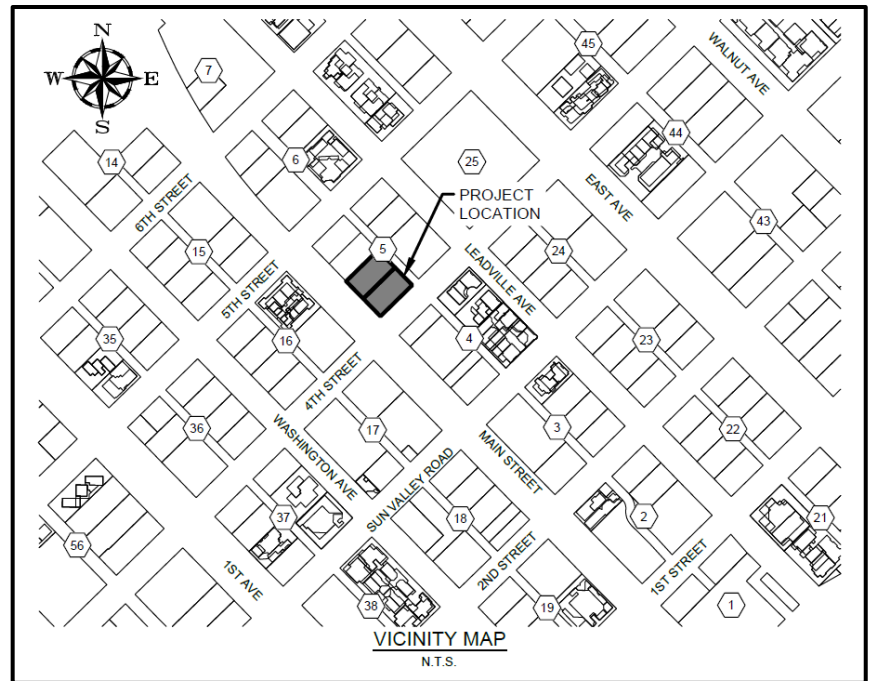


Figure 1: Project Location Map (Preliminary Plat—Sheet 1)

The two community housing units and retail space are exempt from providing parking pursuant to Ketchum Municipal Code §17.125.040.C. Based on the floor areas of each dwelling unit, eight off-street parking spaces are required to be provided on site pursuant to Ketchum Municipal Code §17.125.040.B. Nine parking spaces are provided on site within five private garages that are accessed from the alley. Four of the garages contain two parking spaces arranged in the tandem configuration.

The project is proposing to take advantage of the Floor Area Ratio (FAR) bonus for community housing, mitigating the additional floor area by dedicating two community housing units as deed-restricted rentals and making a community housing in-lieu fee payment of \$556,200. The proposed FAR for the project is 2.19, which is less than the maximum 2.25 FAR for density bonuses in the Community Core. Staff has provided a zoning analysis, included as Attachment G, that specifies the project's FAR calculations.

The project proposes to construct improvements to the public rights-of-way adjacent to the subject property, including: (a) resurfacing the alley with asphalt, (b) installing a new heated, paver 8-foot-wide sidewalk along Main Street, (c) installing a new heated, paver 12-foot-wide sidewalk along 4th Street, (d) constructing new curb and gutter with drainage facilities, and (e) providing new streetlights. The snowmelt system proposed for the new sidewalks will require a right-of-way encroachment permit approved by the Ketchum City Council. All right-of-way improvements will be reviewed and approved by the City Engineer and Streets Department to ensure compliance with City standards prior to issuance of a building permit for the project.

The standards of Interim Ordinance 1234 do not apply to the project because the Pre-Application was deemed complete and reviewed by the Commission prior to the effective date of the ordinance. Staff has provided an overview of how the project would or would not conform to the interim ordinance as Attachment J. This analysis is provided to reference as information only and does not represent the criteria by which the development should or can be evaluated.

Staff believes the project to complies with all zoning code requirements, design review standards, and subdivision regulations and recommends the Commission approve the project subject to conditions.

II. BACKGROUND

The Planning and Building Department received the Pre-Application Design Review for the project on December 30, 2021. The City of Ketchum Planning and Zoning Commission (the “Commission”) reviewed the Pre-Application on May 10, 2022 and unanimously advanced the project to final Design Review. During their review of the Pre-Application, the Commission discussed: (a) the proposed FAR increase and community housing mitigation, (b) exterior materials, (c) the design of the building corner at the intersection of Main and 4th streets, (d) the design of the interior, north-side building wall, and (e) sustainable design elements. Section III of the staff report provides an overview of the comments and feedback provided by the Commission during their review of the Pre-Application.

The Planning and Building Department received the final Design Review, Lot Consolidation Preliminary Plat, and Condominium Subdivision Preliminary Plat applications on July 20, 2022. The applications were reviewed concurrently by planning staff and city departments. Staff review comments were provided to the applicant on August 30, 2022. The applications were deemed complete on November 30, 2022.

III. CONFORMANCE WITH ZONING AND DESIGN REVIEW STANDARDS

Design Review is required for the development of new mixed-use buildings pursuant to Ketchum Municipal Code §17.96.010.A4. Before granting Design Review approval, the Commission must determine that the application meets two criteria: (1) the project doesn’t jeopardize the health, safety, or welfare of the public, and (2) the project conforms to all Design Review standards and zoning regulations (KMC 17.96.050.A).

Criteria 1: Health, Safety, and Welfare of the Public

The 2014 Comprehensive Plan (the “comprehensive plan”) contains the community’s vision for Ketchum and sets goals and policies to guide future development. The vision is shaped by 10 core values identified by Ketchum residents as important to consider for all future land use decisions. The community values:

- Enhancing downtown vibrancy.
- Maintaining a healthy and resilient economy that supports local and independent businesses.
- Providing a variety of housing options to support a thriving population of people who live and work in town year-round.
- Maintaining Ketchum's s authentic mountain-town character.

A glossary of terms is provided in Appendix C of the comprehensive plan. The glossary states that the term *community*, "refers to the built environment as well as the people who live, work, and have a stake in the future of Ketchum" (2014 Comprehensive Plan. Appendix C: page C-1). Buildings and the people who live, work, eat, drink, shop, and socialize within them create community. Downtown is Ketchum’s gathering place connecting locals, second homeowners, and tourists. These connections create community, and our community defines Ketchum’s small-town character and sense of place. The project creates an inviting and engaging streetscape with retail storefronts and new sidewalks along Main and 4th streets that will provide new places for social interaction.

Policy H-1.4 of the comprehensive plan states that “housing should be integrated into the downtown core” (page 20), and Policy H-3.1 encourages the siting of housing in new developments near public transportation and retail districts (page 21). The project will provide seven new housing units—future residents will live in walking distance to retail shops, grocery stores, and restaurants in downtown Ketchum. Additionally, the project is located adjacent to Mountain Rides bus stops that can connect residents to the ski bases and other areas of Ketchum.

The comprehensive plan's future land use map designates the future land use for the subject property as retail core. The comprehensive plan states:

The community's primary shopping district is the Retail Core. The Retail Core provides a variety of mixed-use buildings that have ground-floor storefronts. Specialty shops, restaurants, and outdoor seating areas line the sidewalks, creating an active pedestrian-friendly environment. Convenient shopping and dining are served by sidewalks, parking, and bike access. Upper floors include a mix of residential uses and offices (page 69).

The project provides ground-level retail storefronts that create an inviting, engaging, and pedestrian-friendly environment at the corner of Main and 4th streets.

FAR Increase

Policy CD-1.3 of the comprehensive plan states, “Infill and redevelopment projects should be contextually appropriate to the neighborhood and development in which they occur” (page 26). The project’s total FAR is 2.19. The proposed floor area increase above the 1.0 FAR permitted by right is 13,014 square feet. The project is larger in scale and mass than the surrounding built environment but similar in size to newer developments downtown. Table 1 provides the FAR and height of existing buildings in the surrounding neighborhood.

Table 1: Downtown Building Heights and Floor Area Ratios			
Building Name	Property Address	Building Height	Gross FAR
Silver Creek Outfitters	500 N Main Street	28 feet	0.82
511 Building	511 N Leadville	40 feet	1.5
Nails by Sherine (River Ranch/Tomason House/Kate Knight’s Antiques)	491 N Leadville Avenue	16 feet	0.27
McCotter (Crazy Horse) Building	471 N Leadville Avenue	21 feet	1.37
Ozzies Shoes & Gingersweet	411 N Leadville Avenue	28 feet	0.54
Sturtevant’s (Burger Haus)	380 N Main Street	18 feet	0.59
Jones Building	371 N Main Street	38 feet	1.64
Wells Fargo Bank	411 N Main Street	36 feet	0.97
Idaho Independent Bank	491 N Main Street	40 feet	1.75
5 th & Main Mixed-Use Development	460 N Main Street	42 feet	2.22
4 th & Main Mixed-Use Development	Northeast Corner for Main & 4 th	41 feet	2.19

The project is similar in scale to the adjacent mixed-use development currently under construction at the southeast corner of Main and 5th streets. The elevation on Sheet A2.2 and the rendering on Sheet A5.1 (Attachment B) show the project in the context of the neighboring mixed-use development currently under construction at 460 N Main Street (See Figures 2 and 3).



Figure 2: Main Street Elevation (Sheet A2.2)

Both parcels along this block have slopes that rise uphill from Main Street to the alley, but the adjacent lot is approximately 5 feet lower than the subject property. The subject property slopes uphill 8.5 from Main Street to the alley. While their site designs differ, both developments reflect the existing topography by orienting the ground floors towards Main Street and stepping the upper levels uphill towards the alley. The adjacent development has excavated into the site's sloping grade to provide parking-garage access from 5th Street. Instead of excavating into the slope, the 4th & Main Mixed-Use Development utilizes the natural grade to provide a retail unit that is accessible from the 4th Street sidewalk.



Figure 3: Main Street Rendering (Sheet A5.1)

Criteria 2: Applicable Standards and Criteria

Conformance with Zoning Regulations

During city department review, planning staff reviewed the project for conformance with all applicable zoning code requirements including permitted uses, dimensional limitations, signage, parking, development standards, and dark skies.

Staff's comprehensive analysis of the project's conformance with zoning code requirements and dimensional standards is provided in Attachment G. The following analysis highlights key points for the Commission's consideration.

FAR Increase & Community Housing Mitigation

The permitted FAR in the Community Core Zone is 1.0. New developments may be permitted an increased FAR up to a maximum of 2.25 at the Commission’s discretion through Design Review by providing a community housing contribution (KMC §17.124.040.B). The project proposed with the Pre-Application proposed mitigating the additional floor area by paying the community housing in-lieu fee. During their review of the Pre-Application, the Commission discussed: (1) the project’s mass and scale and the proposed FAR increase and (2) the in-lieu-fee payment proposed to satisfy the community housing contribution. The Commission recommended the applicant provide community housing units on-site to mitigate the proposed FAR increase. The applicant revised the project plans to include two community housing units on the ground level accessed from a pedestrian pathway that will connect to the new sidewalk along Main Street.

Height dimensions are specified on the building elevations provided on Sheets A2.0 and A2.1 of the project plans (Attachment B). The height of the front façade is 36 feet as measured from the average grade of the front property line along Main Street. The maximum height of the rear façade is 41 feet as measured from the average grade of the rear property line to the top of the fourth-floor roof parapet. The fourth floor is setback 40 feet from the front property line along Main Street, 12 feet from the 4th Street building façade, and 11 feet from the north-side and alley-facing facades. The proposed fourth floor must be reviewed and approved by City Council pursuant to Ketchum Municipal Code §17.12.040 Footnote 2.

In addition to the fourth-floor setbacks, projections and recessions of building mass reduce the visual appearance of bulk and flatness. These façade-plane modulations add a human scale to create a more pedestrian-friendly experience. The primary building entrance at the ground-level along Main Street is recessed and setback 8.5 feet from the front property line. The upper levels above the recessed entrance are each setback from the façades below. Figure 4 shows the recessed building entrance and the one- and two-story volumes built to the front property line along Main Street.



Figure 4: Main Street Building-Mass Modulation

Figure 5 shows the approximate heights of the one-, two-, and three-story volumes along 4th Street. Most of the building is setback approximately 5 feet from the side property line along 4th Street. As the retail unit's glazed façade transitions to the brick-clad entrance to the residential-lobby entrance, the facade steps back an additional 3 feet. A majority of third floor is setback from the second-level façade along 4th Street. The 4th Street façade includes only one three-story volume that is approximately 22 feet long and 32 feet tall.



Figure 5: 4th Street Building-Mass Volumes & Heights

Main Street Canopy Lighting

The project's exterior lighting plan proposes to install recessed downlights within the canopy that will extend 4'-7" over the new sidewalk along Main Street. Pursuant to Ketchum Municipal Code §17.132.030.I, canopy lighting must be fully shielded and meet light trespass standards. The Light Trespass and Overlighting Matrix (KMC §17.132.030.B1) sets maximum footcandle limits for the acceptable amount of light trespass from the zone of the light source to the impacted zones. The matrix does not set maximum footcandle limits for light trespass emanating from a CC-Zoned property and impacting a CC-Zoned property. Ketchum Municipal Code §17.132.030.I states that, "All canopy lighting shall be recessed sufficiently as to ensure that no light source is visible from or causes glare on public rights-of-way or adjacent property. The photometric study shows that zero footcandles extend beyond the canopy overhang along Main Street. Staff believes this conforms to the requirements for canopy lighting specified in Ketchum Municipal Code §17.132.030.I. Staff recommends the following condition to ensure that the canopy lighting comply with the city's standards for lighting within the public right-of-way:

Recommended Condition of Approval No. 7: The applicant shall submit a photometric study that shows the footcandles illuminating the sidewalk from both the proposed canopy lights and streetlights for review and approval by the City Engineer to ensure compliance with the city's standards for lighting within the public right-of-way prior to issuance of a building permit for the project.

Conformance with Design Review Improvements and Standards

During department review, city staff reviewed the project for conformance with all design review standards and required improvements specified in Ketchum Municipal Code §17.96.060 and requirements for developments within the Community Core specified in Ketchum Municipal Code §17.96.070. Additionally, staff reviewed the project for conformance with all city code requirements for right-of-way improvements, including but not limited to sidewalks, streetlights, and drainage. Staff believes that these requirements are either: (a) met, (b) not applicable, or (c) have been addressed by conditions of approval. Please see Attachment H for staff's comprehensive analysis of all design review standards. The following analysis highlights key issues for the Commission's consideration.

Active Ground Floor

Building Design at Street Corner

During their review of the Pre-Application, the Commission emphasized the importance of providing an active, vibrant, and pedestrian-friendly experience at the corner of Main and 4th Streets. Pursuant to Ketchum Municipal Code §17.96.070.B3, "For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows." Activated ground-floors are transparent and permeable connecting the public realm along the sidewalk to the inner uses within the building to create an engaging and pedestrian-friendly environment.

The building corner at the ground level is setback approximately 12 feet from the front property line along Main Street and 14.5 feet from the 4th Street side property line. The second-floor building wall matches this setback, and the balcony extends directly over this open area providing weather protection for pedestrians. A structural column supporting the second-floor balcony clad in brick veneer is sited adjacent to the front property line along



Figure 6: Building Corner Rendering (Sheet A5.0)

Main Street and is setback approximately 5 feet from the 4th Street side property line (See Figure 3). The third level is setback approximately 15 feet from the second-level façade at the street corner. This erosion of mass at the corner softens the building edge and adds a human scale to provide a more pedestrian-friendly experience.

Retail Unit Size

During their review of the Pre-Application, the Commission requested that the applicant consider how the retail space could be divided into smaller units to accommodate more local businesses. Sheet A1.0 of the project plans (Attachment B) shows how the two retail units fronting Main Street could be divided into four smaller units. The two retail units, currently proposed to have floor areas of 1,280 and 1,718 square feet, could be divided into four smaller units ranging in size from 512 square feet to 886 square feet. Doors have been added to accommodate access to these potential divisions of the retail space.

Exterior Materials

The project materiality is comprised of brick, metal, wood, and glass. During their review of the Pre-Application, the Commission commented that they appreciated the brick detailing and arched windows as features that celebrate the character-defining elements of Ketchum's historic buildings. Brick detailing provided at the cornices and the arched- and rectangular- window casings provide texture and visual interest that animate the façade. The Commission commented that the use of the solid and durable brick material at the lower levels helps ground the building to the project site, and the horizontal wood siding at the upper levels has a lighter appearance, which helps to relieve the visual appearance of building height. The Commission requested the applicant provide specifications for the brick detailing, which is included on Sheet A6.0 of the project plans (Attachment B).

During their review of the Pre-Application, the Commission commented that they appreciated the exterior material differentiation provided at the interior, north-side wall, but expressed concerns with glass windows and doors that would directly face the adjacent wall of the neighboring mixed-use development currently under construction to the north. As shown on Sheet A2.1 of the project plans, the applicant has reduced the amount of glazing proposed at the north side elevation, while maintaining exterior material differentiation and visual interest in areas where the interior, north-side wall is exposed to public view.

Utility Screening

Pursuant to Ketchum Municipal Code §17.96.070.C2, "Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design." Idaho Power has provided a letter dated September 30th, 2022 stating that: "This project can be served from the planned installation of a three phase 120/208 transformer to be installed 70' north in the public right-of-way and to be shared by the 5th and Main Street project currently under construction." The new transformer to serve the project will be installed at the north end of the alley and screened from public view by existing retaining walls.

Sheet C1.1 shows existing electric and gas lines within the alleyway. The electric power and gas service line connections to the project and associated meters are not specified on the project plans. Staff recommends the following condition of approval to ensure that all utilities serving the project are fully screened from public view:

Recommended Condition of Approval No. 3: The electric service line connection to the new transformer at the north end of the alley must be specified on the utility plan submitted with the building permit application. The project plans submitted with the building permit application must specify: (1) the electric service line connection to the new transformer at the north end of the alley, and (2) the location of the electric and gas meters and associated screening. Prior to issuance of a building permit, planning staff will review the proposed siting and screening of the electric and gas meters to ensure compliance with Ketchum Municipal Code §17.96.070.C2.

Pedestrian Circulation

Pursuant to Ketchum Municipal Code §17.96.060.G3, "Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian and equestrian use."

Existing utilities, including a power box, cable tv riser, and phone riser, are located at the northeast corner of the subject property by the alley. The existing power box is proposed to be removed. Note C14 on Sheet C1.1 states that these utilities will be relocated and that screening will be installed per the landscape plan. The landscape plan shows that the cable tv and phone risers will remain in the existing location. These utility risers obstruct the paver pathway bordering the alley property line. Staff recommends the following condition of approval to remove this obstruction within the pathway bordering the alley:

Condition of Approval No. 5: The existing utility risers located at the northeast corner of the subject property by the alley shall be relocated so that the full unobstructed width of the proposed paver pathway bordering the alley will connect to the new pathway that will be installed for the adjacent mixed-use development currently under construction to the north.

IV. CONFORMANCE WITH SUBDIVISION STANDARDS

The lot consolidation preliminary plat application will combine lots 1 and 2 within block 5 of Ketchum Townsite to create the development parcel. The condominium subdivision preliminary plat application will subdivide the building into three commercial condominium units, two community housing condominium units, five multi-family dwelling condominium units, common area, and limited common area. During city department review, staff reviewed the lot consolidation and condominium subdivision preliminary plat preliminary plat applications for conformance with the procedures for subdivision approval (KMC §16.04.030), subdivision development and design standards (KMC §16.04.040), and condominium requirements (KMC §16.04.070). Certain standards are not applicable for one of the following reasons:

- The standard applies to the establishment of new subdivisions creating multiple new lots that will form blocks around new streets, and not the subject property, which is comprised of two existing platted lots within the original Ketchum Townsite.
- The standard applies to an action that will be taken at the final plat stage of the process.
- The City Engineer has determined that the standard does not apply.

Staff believes the proposed lot consolidation and condominium preliminary plat applications comply with all applicable subdivision requirements and standards. Staff recommends the following condition be placed on the condominium subdivision preliminary plat application to memorialize the community housing units within the mixed-use building:

Recommended Condition No. 3: Prior to forwarding the preliminary plat application to Ketchum City Council for final review and approval, the Applicant shall designate Units 101 and 102 as community housing units on the preliminary plat and add a plat note to reference the instrument numbers for the associated deed restriction and FAR Exceedance Agreement on the preliminary plat.

V. STAFF RECOMMENDATION

Staff believes the project, as conditioned, complies with all zoning requirements, design review standards, and subdivision regulations. Staff recommends approval of the applications with the following recommended conditions of approval:

Design Review: Recommended Conditions of Approval

1. As a voluntary contribution, in exchange for an increase in FAR, a total community housing contribution of 2,212 square feet is required. A FAR Exceedance Agreement between the applicant and the City to memorialize the community housing contribution shall be signed and

- recorded prior to issuance of a building permit for the project. Payment-in-lieu contributions for community housing are required prior to issuance of a building permit for the project.
2. The applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho to include specifications for the right-of-way, circulation design, utilities, and drainage improvements to be reviewed and approved by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
 3. The electric service line connection to the new transformer at the north end of the alley must be specified on the utility plan submitted with the building permit application. The project plans submitted with the building permit application must specify: (1) the electric service line connection to the new transformer at the north end of the alley, and (2) the location of the electric and gas meters and associated screening. Prior to issuance of a building permit, planning staff will review the proposed siting and screening of the electric and gas meters to ensure compliance with Ketchum Municipal Code §17.96.070.C2
 4. The project requires a ROW Encroachment Permit for the pavers and snowmelt system proposed to be installed for the new sidewalks along Main and 4th streets as well as the canopy extending over the sidewalk along Main Street. The ROW Encroachment Permit shall be review and approved by the Ketchum City Council prior to issuance of a building permit for the project.
 5. The existing utility risers located at the northeast corner of the subject property by the alley shall be relocated so that the full unobstructed width of the proposed paver pathway bordering the alley will connect to the new pathway that will be installed for the adjacent mixed-use development currently under construction to the north.
 6. Pursuant to Ketchum Municipal Code §17.127.030.B, separate sign permits shall be required for all new signs prior to installation.
 7. The applicant shall submit a photometric study that shows the footcandles illuminating the sidewalk from both the proposed canopy lights and streetlights for review and approval by the City Engineer to ensure compliance with the city's standards for lighting within the public right-of-way prior to issuance of a building permit for the project.
 8. This Design Review approval is based on the plans and information presented and approved at the meeting on the date noted herein. The project plans for all on-site improvements submitted for the building permit must conform to the approved design review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal.
 9. All governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No.1217), Building Department (2018 International Building Code, the 2018 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer shall be met prior to issuance of a Certificate of Occupancy for the project.
 10. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations (KMC §17.96.090). Any extension shall comply with KMC 17.96.090.
 11. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

Lot Consolidation Preliminary Plat: Recommended Conditions of Approval

1. The lot consolidation preliminary plat is subject to all conditions of approval associated with Design Review Application File No. P22-043.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Condominium Subdivision Preliminary Plat: Recommended Conditions of Approval

1. The condominium subdivision preliminary plat is subject to all conditions of approval associated with Design Review Application File No. P22-043.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.
3. Prior to forwarding the preliminary plat application to Ketchum City Council for final review and approval, the Applicant shall designate Units 101 and 102 as community housing units on the preliminary plat and add a plat note to reference the instrument numbers for the deed restriction and FAR Exceedance Agreement on the preliminary plat.

Recommended Motions

1. "I move to approve Design Review Application File No. P22-043 for the 4th & Main Mixed-Use Development subject to conditions 1-11 and direct staff to return with findings of fact."
2. "I move to recommend approval of Lot Consolidation Preliminary Plat Application File No. P22-043A to combine lots 1 and 2 within block 5 of Ketchum Townsite to the City Council subject to conditions 1 and 2 and direct staff to return with findings of fact."
3. "I move to recommend approval of the Condominium Subdivision Preliminary Plat Application File No. P22-043B to the City Council subject to conditions 1-4 and direct staff to return with findings of fact."

ATTACHMENTS:

- A. Application Materials: Design Review Application & Supplemental Materials
- B. Application Materials: Design Review Plan Set
- C. Application Materials: Lot Consolidation Preliminary Plat Application & Supplemental Materials
- D. Application Materials: Lot Consolidation Preliminary Plat Plan Set
- E. Application Materials: Condominium Subdivision Preliminary Plat Application & Supplemental Materials
- F. Application Materials: Condominium Subdivision Preliminary Plat Plan Set
- G. Zoning and Dimensional Standards Evaluation
- H. Design Review Standards Evaluation
- I. Lot Consolidation Preliminary Plat: Subdivision Standards Analysis
- J. Condominium Subdivision Preliminary Plat: Subdivision Standards Analysis
- K. Interim Ordinance Analysis—Information Only

Attachment H

Lot Consolidation

Preliminary Plat

Application File No. P22-043A:

Draft City Council

Findings of Fact, Conclusions of

Law, and Decision



**City of Ketchum
Planning & Building**

IN RE:)
)
4th & Main Mixed-Use Development) KETCHUM CITY COUNCIL
Lot Consolidation Preliminary Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
File Number: P22-043A) DECISION
)
Date: March 6, 2023)
)

PROJECT: 4th & Main Mixed-Use Development

APPLICATION TYPE: Lot Consolidation Subdivision Preliminary Plat

FILE NUMBER: P22-043A

ASSOCIATED APPLICATIONS: Design Review (File No. P22-043)
Condominium Subdivision Preliminary Plat (File No. P22-043B)

PROPERTY OWNER: Chris Ensign, Managing Member, 4th & Main Ketchum LLC

REPRESENTATIVE: Peter Paulos, PH Architects (Architect)

LOCATION: Northeast Corner of Main & 4th Street (Ketchum Townsite: Block 5:
Lots 1 & 2) RPK00000050020 & RPK00000050010

ZONING: Retail Core of the Community Core (CC-1)

OVERLAY: None

RECORD OF PROCEEDINGS

The Ketchum Planning and Zoning Commission (the “Commission”) considered the 4th & Main Mixed-Use Development Lot Consolidation Subdivision Preliminary Plat Application File No. P22-043A during their special meeting on February 14, 2023. The application was considered concurrently with Design Review Application File No. P22-043 and Condominium Subdivision Preliminary Plat Application File No. P22-043B and the public hearings were combined in accordance with Idaho Code §67-6522. The Commission approved the 4th & Main Mixed-Use Building Design Review application and recommended approval of the Lot Consolidation Preliminary Plat and Condominium Subdivision Preliminary Plat applications.

Public Hearing Notice & Public Comment

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on January 25, 2023. The public hearing notice was published in the Idaho Mountain Express on January 25, 2023. A notice was posted on the project site and the city’s website on January 30, 2023. The building corners were staked and the story pole was installed on the project site on February 7, 2023.

FINDINGS OF FACT

The Ketchum City Council having reviewed the entire project record, provided notice, and conducted the required public hearing does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

The applicant is proposing to develop a new 24,003 square-foot, four-story mixed-use building, called the 4th & Main Mixed-Use Development (the “project”), at the northeast corner of Main and 4th streets (the “subject property”) located within the Retail Core Subdistrict of the Community Core.

The lot consolidation preliminary plat application will combine lots 1 and 2 within block 5 of Ketchum Townsite to create the development parcel. The request to combine two Ketchum Townsite lots downtown meets all applicable standards outlined in the City’s subdivision regulations. Combined lot 1A will have 110 feet of frontage along Main Street and 100 feet of frontage along 4th Street. The total area of the combined lots is 11,000 square feet. Many Ketchum Townsite lots have been consolidated downtown to support new development. Proposed Lot 1A is the same size and shape as the Idaho Independent Bank and Wells Fargo Bank properties across Main Street and the adjacent property to the north located at 460 N Main Street.

FINDINGS REGARDING COMPLIANCE WITH PRELIMINARY PLAT REQUIREMENTS

Preliminary Plat Requirements (Ketchum Municipal Code §16.04.030)				
Compliant				
Yes	No	N/A	City Code	City Standards
<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.
			<i>Findings</i>	<i>The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on July 20, 2022.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.
			<i>Findings</i>	<i>The subdivision application was deemed complete on November 30, 2022.</i>

☒	☐	☐	16.04.030.J.1	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: The scale, north point and date.
			<i>Findings</i>	<i>This standard is met as shown on Sheet 1 of the preliminary plat.</i>
☒	☐	☐	16.04.030.J.2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			<i>Findings</i>	<i>As shown on Sheet 1 of the preliminary plat, the plat is titled "Lot 1A, Block 5, Ketchum Townsite" which is not the same as any other subdivision in Blaine County, Idaho.</i>
☒	☐	☐	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.
			<i>Findings</i>	<i>The name of the owner and surveyor is shown on Sheet 1 of the plat. The plat was prepared by Mark E. Phillips of Galena Engineering.</i>
☒	☐	☐	16.04.030.J.4	Legal description of the area platted.
			<i>Findings</i>	<i>The legal description of the area platted is shown on page 1 of the preliminary plat.</i>
☒	☐	☐	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	<i>The preliminary plat shows adjacent lots 3 and 4 located within block 5 of the Ketchum Townsite.</i>
☒	☐	☐	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Findings</i>	<i>Existing site conditions, including topography, are included on the project plans submitted with Design Review Application File No. P22-043.</i>
☒	☐	☐	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.
			<i>Findings</i>	<i>Sheet 1 of the preliminary plat shows the location of the adjacent streets and block 5 alley. The property does not contain any public or private easements. The property is currently vacant.</i>
☒	☐	☐	16.04.030.J.8	Boundary description and the area of the tract.
			<i>Findings</i>	<i>Sheet 1 provides the boundary description of the area. The total area of Lot 1A is 10,989 as noted on the preliminary plat map.</i>
☒	☐	☐	16.04.030.J.9	Existing zoning of the tract.
			<i>Findings</i>	<i>Plat note #2 on Sheet 1 of the preliminary plat specifies the existing zoning of the subject property.</i>
☒	☐	☐	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.

			<i>Findings</i>	<i>The preliminary plat shows the location and property lines for consolidated Lot 1A. No new streets or blocks are being proposed with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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.
			<i>Findings</i>	<i>This standard is not applicable as there is no requirement or proposal for land dedicated to public use. The condominium subdivision preliminary plat for the project shows the land that will be dedicated for common use of all future property owners.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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.
			<i>Findings</i>	<i>This standard does not apply as this preliminary plat proposes to consolidate two existing lots within the original Ketchum Townsite. No utility, drainage, or right-of-way improvements are proposed or required for the lot consolidation preliminary plat application. Sheets C0.1, C0.2, C0.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed utility, drainage, or right-of-way improvements proposed for the project.</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.
			<i>Findings</i>	<i>This standard does not apply as no new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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.
			<i>Findings</i>	<i>This standard does not apply as no new drainage canals or structures are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Findings</i>	<i>This standard does not apply as no additional tests are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.16	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.
			<i>Findings</i>	<i>This standard does not apply to the subdivision application for the lot consolidation. The applicant has provided a draft copy of the articles of incorporation, bylaws, and declarations with the condominium subdivision preliminary plat application submittal.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Findings</i>	<i>Sheet 1 of the preliminary plat includes a vicinity map.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Findings</i>	<i>The subject property is not within a floodplain, floodway, or avalanche zone district.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.19	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.
			<i>Findings</i>	<i>A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.20	Lot area of each lot.
			<i>Findings</i>	<i>Sheet 1 of the preliminary plat shows the area of Lot 1A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.21	Existing mature trees and established shrub masses.
			<i>Findings</i>	<i>The project plans submitted with Design Review Application File No. P22-043 specify that two existing deciduous trees on the property will be removed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.22	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.
			<i>Findings</i>	<i>The applicant submitted a title commitment issued by Stewart Title Guarantee Company, and a warranty deed recorded at Instrument Number 692375 with the preliminary plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	<i>The City of Ketchum received digital copies of the preliminary plat at the time of application.</i>

FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant			City Code	City Standards
Yes	No	N/A		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	<p>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.</p>
			<i>Findings</i>	<i>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	<p>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.</p>
			<i>Findings</i>	<i>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	<p>Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for</p>

				<p>additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			<i>Findings</i>	<i>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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>
			<i>Findings</i>	<i>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Findings</i>	<i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</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.

			<p>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:</p> <p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
		<p><i>Findings</i></p>	<p><i>Standard #1 has been met as the size, width, depth, shape, and orientation of Lot 1A comply with the dimensional standards required in the Community Core Zone. Pursuant to Ketchum Municipal Code §17.12.040, lots in the Community Core Zone must have a minimum size of 5,500 square feet and minimum width of 55 feet average. Lot 1A is</i></p>

				<p>10,989 square feet and is 110 feet wide, which exceed the minimum dimensional requirements for lots located in the Community Core. Standard #2 is not applicable is not located in the floodplain and does not contain land with slopes of 25%. Standard #3 through #6 are not applicable as the preliminary plat consolidates two existing lots and no new lots will be created.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<i>Findings</i>	<p><i>N/A. This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. This application does not create a new block.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>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;

			<p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. 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;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street</p>
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			<p>names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
		<p><i>Findings</i></p>	<p><i>This standard is not applicable as this application proposes to combine two existing lots within the Ketchum Townsite. This proposal does not create a new street, private road, or bridge.</i></p>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.
			<i>Findings</i>	<i>This standard is not applicable as this project combines two lots within the Ketchum Townsite. The applicant has proposed improving the existing block 5 alleyway to City standards. These improvements are shown on the project plans submitted with Design Review Application File No. P22-043.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <ol style="list-style-type: none"> 1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities. 2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse. 3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision. 4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.

				<p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>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.</p>
			<i>Findings</i>	<i>This standard is not applicable as no easements are proposed or required for this project. The project does not create a new private street. This property is not adjacent to Warm Springs Road. The property does not border a watercourse, drainageway, channel, or stream.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>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>
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. Sewer system improvements are not required for this lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>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</p>

				<p>systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. Water system improvements are not required for this lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>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>
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the Ketchum Townsite. Planting strip improvements are not required for this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 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.

			<p>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.</p> <p>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.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> 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 AASHTO 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 (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.
		<i>Findings</i>	<p><i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. No grading improvements are proposed or required for the lot consolidation. The grading improvements are shown the project plans submitted with Design Review Application File No. P22-043.</i></p>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>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 including shoulders.</p>
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. No drainage improvements are proposed or required for the lot consolidation. The drainage improvements are shown on the project plans approved with Design Review Application File No. P22-043.</i>
			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.</p>
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. No utility improvements are proposed or required for the lot consolidation. The drainage improvements are shown on the project plans approved with Design Review Application File No. P22-043.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. Off-site improvements are not required or proposed with this project.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.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.
			<i>Findings</i>	<i>N/A as this property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. The project plans submitted with Design Review Application File No. P22-043 indicate that two existing deciduous trees will be removed from the site.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Lot Consolidation Subdivision Preliminary Plat application for the development and use of the project site.
2. The City Council has authority to review and approve the applicant’s Lot Consolidation Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Lot Consolidation Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The 4th & Main Mixed-Use Development Lot Consolidation Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the City Council **approves** this Lot Consolidation Preliminary Plat Application File No. P22-043A this Monday, March 6, 2023 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The lot consolidation preliminary plat is subject to all conditions of approval associated with Design Review Application File No. P22-043.
2. Failure to record a Final Plat within two (2) years of Council’s approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 6th day of March 2023.

Neil Bradshaw, Mayor
City of Ketchum

Attachment I

Condominium Subdivision

Preliminary Plat

Application File No. P22-043B:

Draft City Council

Findings of Fact, Conclusions of

Law, and Decision



**City of Ketchum
Planning & Building**

IN RE:)
)
4th & Main Mixed-Use Development) KETCHUM CITY COUNCIL
Condominium Subdivision Preliminary Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
File Number: P22-043B) DECISION
)
Date: March 6, 2023)
)

PROJECT: 4th & Main Mixed-Use Development
APPLICATION TYPE: Condominium Subdivision Preliminary Plat
FILE NUMBER: P22-043B
ASSOCIATED APPLICATIONS: Design Review (File No. P22-043)
Lot Consolidation Preliminary Plat (File No. P22-043A)
PROPERTY OWNER: Chris Ensign, Managing Member, 4th & Main Ketchum LLC
REPRESENTATIVE: Peter Paulos, PH Architects (Architect)
LOCATION: Northeast Corner of Main & 4th Street (Ketchum Townsite: Block 5:
Lots 1 & 2) RPK00000050020 & RPK00000050010
ZONING: Retail Core of the Community Core (CC-1)
OVERLAY: None

RECORD OF PROCEEDINGS

The Ketchum Planning and Zoning Commission (the “Commission”) considered the 4th & Main Mixed-Use Development Condominium Subdivision Preliminary Plat Application File No. P22-043B during their special meeting on February 14, 2023. The application was considered concurrently with Design Review Application File No. P22-043 and Lot Consolidation Preliminary Plat Application File No. P22-043A and the public hearings were combined in accordance with Idaho Code §67-6522. The Commission approved the 4th & Main Mixed-Use Building Design Review application and recommended approval of the Lot Consolidation Preliminary Plat and Condominium Subdivision Preliminary Plat applications.

Public Hearing Notice & Public Comment

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on January 25, 2023. The public hearing notice was published in the Idaho Mountain Express on January 25, 2023. A notice was posted on the project site and the city’s website on January 30, 2023. The building corners were staked and the story pole was installed on the project site on February 7, 2023.

FINDINGS OF FACT

The Ketchum City Council having reviewed the entire project record, provided notice, and conducted the required public hearing does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

The applicant is proposing to develop a new 24,003 square-foot, four-story mixed-use building, called the 4th & Main Mixed-Use Development (the “project”), at the northeast corner of Main and 4th streets (the “subject property”) located within the Retail Core Subdistrict of the Community Core.

The condominium subdivision preliminary plat application will subdivide the building into three commercial condominium units, two community housing condominium units, five multi-family dwelling condominium units, common area, and limited common area. The condominium preliminary plat application complies with all applicable subdivision requirements and standards.

FINDINGS REGARDING COMPLIANCE WITH PRELIMINARY PLAT REQUIREMENTS

Preliminary Plat Requirements (Ketchum Municipal Code §16.04.030)				
Compliant				
Yes	No	N/A	City Code	City Standards
<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.
			<i>Findings</i>	<i>The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on July 20, 2022.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.
			<i>Findings</i>	<i>The subdivision application was deemed complete on November 30, 2022.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.1	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: The scale, north point and date.
			<i>Findings</i>	<i>This standard is met as shown on Sheet 1 of the preliminary plat.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			<i>Findings</i>	<i>As shown on Sheet 1 of the preliminary plat, the plat is titled "Solstice Condominiums" which is not the same as any other subdivision in Blaine County, Idaho.</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.
			<i>Findings</i>	<i>The name of the owner and surveyor is shown on Sheet 1 of the plat. The plat was prepared by Mark E. Phillips of Galena Engineering.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.4	Legal description of the area platted.
			<i>Findings</i>	<i>The legal description of the area platted is shown on page 1 of the preliminary plat.</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.
			<i>Findings</i>	<i>The preliminary plat shows adjacent lots 3 and 4 located within block 5 of the Ketchum Townsite.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Findings</i>	<i>Sheet 1 of the preliminary plat shows the contour lines for the subject property.</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.
			<i>Findings</i>	<i>Sheet 1 of the preliminary plat shows the location of the adjacent streets and block 5 alley. The property does not contain any public or private easements. The property is currently vacant.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.8	Boundary description and the area of the tract.
			<i>Findings</i>	<i>Sheet 1 provides the boundary description of the area. The total area of parent Lot 1A is 10,989 as noted on the preliminary plat map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.9	Existing zoning of the tract.
			<i>Findings</i>	<i>Plat note #9 on Sheet 1 of the preliminary plat specifies the existing zoning of the subject property.</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.
			<i>Findings</i>	<i>The preliminary plat shows the locations and lot lines for the master lot and lot lines of condominium units. No new streets or blocks are being proposed with this application.</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.
			<i>Findings</i>	<i>The plat shows all common area elements within the condominium subdivision. Plat note #6 states, "All areas outside of units that is not designated as limited common is common area."</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.
			<i>Findings</i>	<i>Sheet 1 of the preliminary plat shows all existing and proposed water mains, sanitary sewer mains. Sheets C0.1, C0.2, C0.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed utility, drainage, or right-of-way improvements proposed for the project.</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.
			<i>Findings</i>	<i>This standard does not apply as no new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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.
			<i>Findings</i>	<i>This standard does not apply as no new drainage canals or structures are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Findings</i>	<i>This standard does not apply as no additional tests are required.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.16	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.
			<i>Findings</i>	<i>The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Findings</i>	<i>Sheet 1 of the preliminary plat includes a vicinity map.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Findings</i>	<i>The subject property is not within a floodplain, floodway, or avalanche zone district.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.19	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.
			<i>Findings</i>	<i>A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.20	Lot area of each lot.
			<i>Findings</i>	<i>The preliminary plat shows the area of the overall lot and the area of each condominium unit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.21	Existing mature trees and established shrub masses.
			<i>Findings</i>	<i>The project plans submitted with Design Review Application File No. P22-043 specify that two existing deciduous trees on the property will be removed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.22	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.
			<i>Findings</i>	<i>The applicant submitted a title commitment issued by Stewart Title Guarantee Company, and a warranty deed recorded at Instrument Number 692375 with the preliminary plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	<i>The City of Ketchum received digital copies of the preliminary plat at the time of application.</i>

FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant			City Code	City Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such

				as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>Sheets C0.1, C0.2, C0.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed utility, drainage, or right-of-way improvements proposed for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	<i>This standard is not applicable to the preliminary plat application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	<i>This standard is not applicable to the preliminary plat application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	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

				<p>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>
			<i>Findings</i>	<i>This standard is not applicable to the preliminary plat application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Findings</i>	<i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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

			<p>envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<p><i>Findings</i></p> <p><i>This standard is not applicable as no new lots are created with the condominium subdivision. The development parcel, Lot 1A, is created by Lot Consolidation Subdivision Preliminary Plat Application File No. P22-043A.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p> <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.

				<p>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			<i>Findings</i>	<i>This standard is not applicable as no new lots or blocks are proposed with the condominium subdivision preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>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;

			<p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p>
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				<p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<i>Findings</i>	<i>Sheets C0.1, C0.2, C0.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed right-of-way improvements proposed for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Findings</i>	<i>Sheets C0.1, C0.2, C0.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed right-of-way improvements proposed for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p>

			<p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>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.</p>
			<p><i>Findings</i></p> <p><i>This standard is not applicable as no easements are proposed or required for this project. The project does not create a new private street. This property is not adjacent to Warm Springs Road. The property does not border a watercourse, drainage way, channel, or stream.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.K</p> <p>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.</p>

				<p>Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Findings</i>	<p><i>Sheets CO.1, CO.2, CO.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed utility improvements for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>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>
			<i>Findings</i>	<p><i>Sheets CO.1, CO.2, CO.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed utility improvements for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>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,</p>

				<p>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>
			<i>Findings</i>	<i>This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 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

			<p>revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> 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 AASHTO 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 (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.
			<p><i>Findings</i></p> <p><i>This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.O</p> <p>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,</p>

				driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			<i>Findings</i>	<i>Sheets C0.1, C0.2, C0.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed drainage improvements for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.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.
			<i>Findings</i>	<i>Sheets C0.1, C0.2, C0.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed utility improvements for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Findings</i>	<i>The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.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.
			<i>Findings</i>	<i>N/A as this property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.

			<i>Findings</i>	<i>The project plans submitted with Design Review Application File No. P22-043 indicate that two existing deciduous trees will be removed from the site.</i>
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FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM PLAT REQUIREMENTS

Condominium Plat Requirements (Ketchum Municipal Code §16.04.070)

Compliant			City Code	Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B	The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.
			<i>Findings</i>	<i>The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.D	All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.
			<i>Findings</i>	<i>As shown on Sheet 2 of the preliminary plat, the garage units are designated as limited common elements and specifically referenced to a unit number.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E	Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.
			<i>Findings</i>	<i>As shown on Sheet 2 of the preliminary plat, the unit sizes facilitate the storage of personal property within the units.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F	A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.
			<i>Findings</i>	<i>The storage of maintenance equipment and supplies is accommodated in the common area shown on the second floor.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.G	The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.
			<i>Findings</i>	<i>Condominium units 201, 202, 301, 302, and 401 have access to private balconies and decks. The building also provides common area along the street frontage for use by building residents and the public.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.H	All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.

			<i>Findings</i>	<i>The project has been reviewed for compliance with all other section of the subdivision standards. The project is in compliance as discussed above.</i>
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CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Condominium Subdivision Preliminary Plat application for the development and use of the project site.
2. The City Council has authority to review and approve the applicant’s Condominium Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Condominium Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The 4th & Main Mixed-Use Development Condominium Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the City Council **approves** this Condominium Subdivision Preliminary Plat Application File No. P22-043B this Tuesday, March 6, 2023 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The condominium subdivision preliminary plat is subject to all conditions of approval associated with Design Review Application File No. P22-043.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.
3. The final plat shall designate Units 101 and 102 as community housing and include a plat note to reference the instrument numbers for the deed restriction and FAR Exceedance Agreement.

Findings of Fact **adopted** this 6th day of March 2023.

Neil Bradshaw, Mayor
City of Ketchum

Attachment J

Draft

4th & Main Mixed-Use
Development

FAR Exceedance Agreement

22818

**FAR EXCEEDANCE
AGREEMENT #22818**

Parties:

City of Ketchum	"City"	P.O. Box 2315, 191 W 5 th Street, Ketchum, Idaho 83340
4 th & Main Ketchum LLC	"Owner"	4685 Highland Drive, Suite 224, Salt Lake City, Utah 84117

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and 4th & Main Ketchum LLC, a limited liability corporation, the owner of the development project.

RECITALS

- A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).
- B. Litigation was brought challenging the constitutionality and legality of the City's FAR standards in relation to the inclusionary housing incentive under K.M.C. 17.124.040 that was voluntarily dismissed.
- C. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

THEREFORE, in consideration of the mutual agreement herein contained and subject to the terms and conditions stated, it is hereby understood and agreed by the Parties as follows:

- 1. **Attestation of Developer.** Developer, by this Agreement, attests that the City has disclosed potential litigation challenging K.M.C. 17.124. Developer desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.

2. **Waiver and Release of Claims.** Developer, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially challenging the validity of K.M.C. 17.124 and its standards. It is Developer's intent to accept and proceed with such standards as outlined in K.M.C. 17.124 for Developer's development plan for purposes of allowable FAR and Developer voluntarily and knowingly accepts the mitigation measures as proposed.
3. **FAR Exceedance Consideration.** In consideration for Developer's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Developer's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
5. **Withdrawal.** Developer may withdraw from this Agreement upon thirty days notice to City provided that Developer has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement.
6. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
7. **No Assignment.** Developer shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.
8. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
9. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.
10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.

11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
12. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS ____ DAY OF MARCH 2023.

Developer

City of Ketchum, Idaho

Chris Ensign
Managing Member
4th & Main Ketchum LLC

Neil Bradshaw, Mayor

Attest:

Trent Donat, City Clerk

STATE OF IDAHO,)
) ss.
County of Blaine.)

On this ____ day of _____, 2023, before me, the undersigned Notary Public in and for said State, personally appeared Chris Ensign, known to me to be a member of 4th & Main Ketchum LLC, and the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF IDAHO)
) ss.
County of Blaine)

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

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

Notary Public for _____
Residing at _____
Commission expires _____

17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:

- A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in [chapter 17.08](#) of this title may exceed the floor area listed in the table below subject to section [17.124.050](#) of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
T	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

B. Inclusionary Housing Incentive:

1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.
2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
 - a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.
 - b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.
 - c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit

rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.

- d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.
 - e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.
 - f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:
 - (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
 - (2) Payment of an in lieu fee; or
 - (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.
 - g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:
 - (1) Land conveyance to the city;
 - (2) Existing housing unit buy down or mortgage buy down; or
 - (3) Other proposals and options as approved by the city council.
3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

EXHIBIT B

EXCEEDANCE AGREEMENT COMPLIANCE

- PROJECT:** 4th & Main Mixed-Use Development
- APPLICATION TYPE:** Design Review (Application File No. P22-043)
Lot Consolidation—Preliminary Plat (Application File No. P22-043A)
Condominium Subdivision – Preliminary Plat (Application File No. P22-043B)
- PROPERTY OWNER:** Chris Ensign, Managing Member, 4th & Main Ketchum LLC
- REPRESENTATIVE:** Peter Paulos, PH Architects (Architect)
- REQUEST:** Final Design Review, Lot Consolidation Preliminary Plat, and Condominium Subdivision Preliminary Plat applications for the development of a new 24,003-square-foot, four-story mixed-use building
- LOCATION:** Northeast Corner of Main & 4th Street (Ketchum Townsite: Block 5: Lots 1 & 2) RPK00000050020 & RPK00000050010
- ZONING:** Community Core – Subdistrict 1 – Retail Core (CC-1)

BACKGROUND:

1. The applicant is proposing to develop a new 24,003 square-foot, four-story mixed-use building, called the 4th & Main Mixed-Use Development (the “project”), at the northeast corner of Main and 4th streets (the “subject property”). As proposed, the project includes 3,446 square feet of retail space on the ground-level with frontage along both Main and 4th Streets and 7 multi-family dwelling units.
2. The subject property is located within the Retail Core Subdistrict of the Community Core (“CC-1 Zone”). Multi-family dwelling units and retail are permitted uses in the CC-1 Zone.
3. The subject property has an area of 10,989 square feet.
4. The proposed floor area of the project is 24,003 gross square feet.
5. The mixed-use building has a proposed Floor Area Ratio (FAR) of 2.19 (24,003 gross square feet/10,989 square feet lot area).

6. The Ketchum Planning and Zoning Commission approved the 4th & Main Mixed-Use Development Design Review Application File No. P22-043 on February 14, 2023.
7. Pursuant to Condition of Approval No. 1 of Design Review Permit P22-043, a FAR Exceedance Agreement between the applicant and the City to memorialize the community housing contribution shall be signed and recorded prior to issuance of a building permit for the project.
8. Pursuant to Condition of Approval No. 10 of Design Review Permit P22-043, the project plans for all on-site improvements submitted for the building permit must conform to the approved design review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator.

EXCEEDANCE ANALYSIS

The project shall comply with the requirements of Ketchum City Code § 17.124.040 as adopted on the date a building permit is submitted for the project.

Permitted in Community Core Subdistrict 1 (CC-1)

Permitted Gross FAR: 1.0

Permitted Gross FAR with Inclusionary Housing Incentive: 2.25

Proposed Gross Floor Area: 24,003 gross square feet

Lot Area: 10,989 square feet

FAR Proposed: 2.19 (24,003 gross square feet/10,989 square feet lot area)

Increase Above Permitted FAR: 13,014 square feet

20% of Increase: 2,603 square feet

Net Livable (15% Reduction): 2,212 square feet community housing required.

Proposed Community Housing: 976 square feet

Remaining Community Housing Required: 1,236 square feet

Community Housing In-Lieu Fee: \$556,200 (1,236 square feet x \$450/square foot)

As shown on Sheet A1.0 of the project plans, the applicant has proposed providing two community housing studio apartments on the ground-level of the mixed-use building. The community housing units will be dedicated as deed-restricted rentals. The remainder of the community housing contribution will be satisfied by making a community in-lieu fee payment of \$556,200.

4th & MAIN MIXED-USE DEVELOPMENT: COMMUNITY HOUSING CONTRIBUTION

The following conditions apply to the community housing contribution for the 4th & Main Mixed-Use Development:

1. Provide two community housing studio units for rent on the ground floor of the mixed-use building. The total floor area of the community housing units is 976 square feet.
2. Target subject community housing unit rental for Blaine County Housing Authority (BCHA) Income Category 4 or lower. The tenants chosen to occupy the community housing units shall be selected from the BCHA database of qualified households.

3. The community housing units shall be listed for rent through BCHA concurrent with the issuance of a Certificate of Occupancy by the City for the project.
4. The deed covenant for the community housing units shall be recorded prior to Certificate of Occupancy for the mixed-use building and notated on the condominium subdivision final plat.
5. The applicant shall provide a community housing in-lieu fee payment in the amount of \$556,200. Fee payment is due at the time of building permit application.
6. If the total gross square footage of the project changes through building permit application review, a revised fee in-lieu may be calculated using the methodology outlined above and approved by the Administrator. Substantial increases or decreases in square footage may require an amendment to this agreement at the discretion of the Administrator.

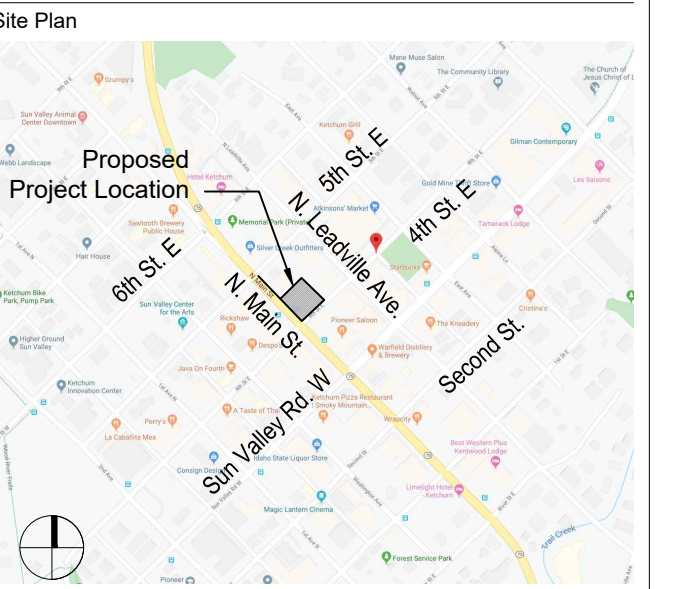
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
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ph-archs.com



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(208) 788-1705 tel.

Landscape Architect:
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560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Seal
LICENSED ARCHITECT
AR 986736
P. Paulos Jr.
PETER PAULOS JR.
STATE OF IDAHO

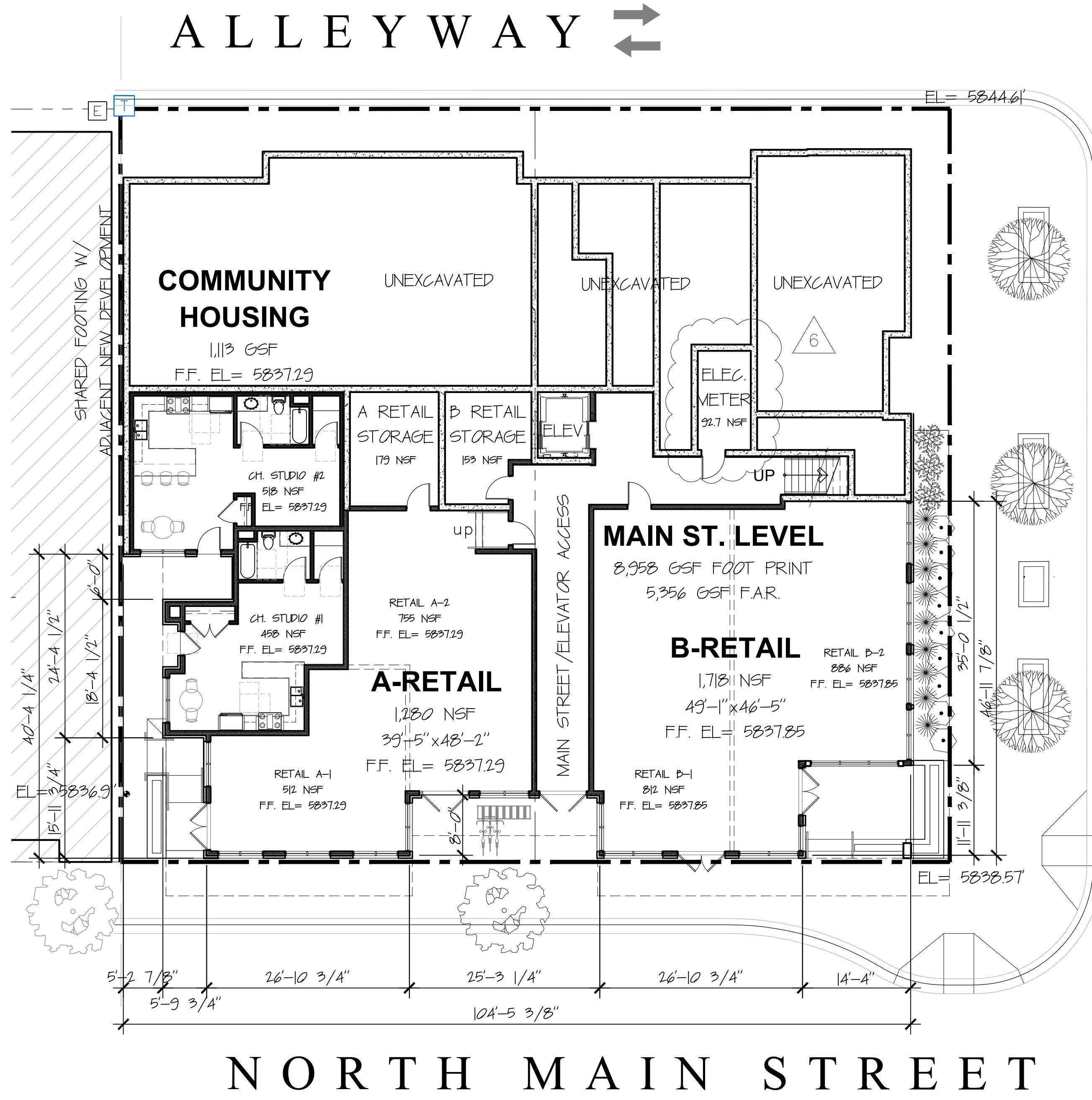
Revisions

No.	Date	Issue
1.	2021/10/17	ZONING APPLICATION
2.	2021/02/09	PROJECT NARRATIVE
3.	2021/03/11	REVIEW RESPONSE
4.	2021/04/11	CITY COMMENT REVISION
5.	2021/06/17	ZONING SUBMISSION
6.	2021/09/06	PLANNING COMMENTS
8.	2021/10/25	PLANNING COMMENTS
9.	2023/01/30	PLANNING COMMENTS

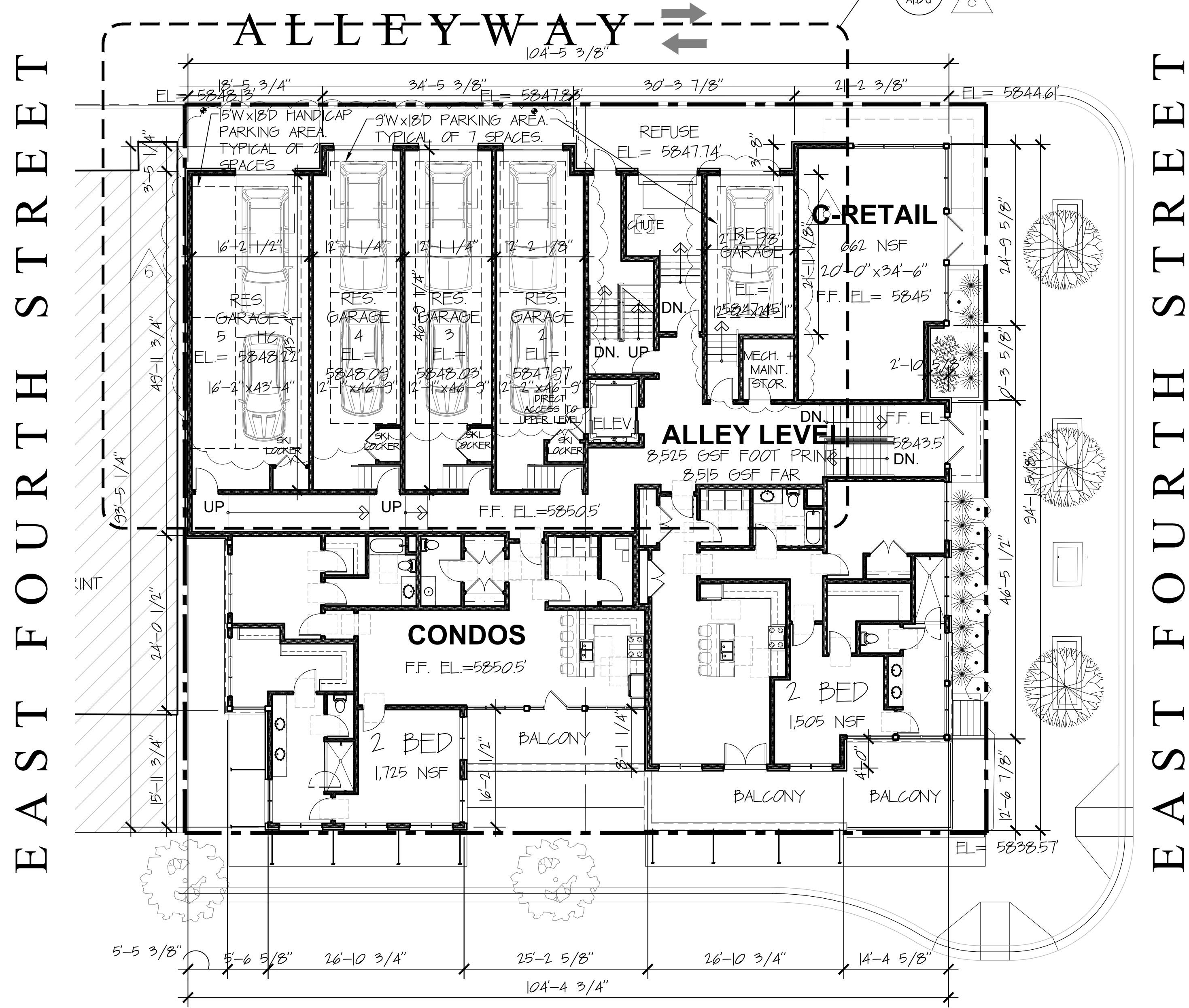
MAIN ST & ALLEY LEVEL PLAN

Date: 2022/09/06 Project No.: 20-001
Scale: 3/32"=1'-0" CAD File Name: base-floor plans
Design: sbz Checked:
Sheet No.:

A1.0



1 MAIN STREET LEVEL PLAN
SCALE: 3/32"=1'-0"



2 ALLEY LEVEL PLAN
SCALE: 3/32"=1'-0"

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P H ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF P H ARCHITECTS L.L.C.

WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.



NORTH