

City of Ketchum

May 3, 2021

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve the 128 Saddle Road Townhomes Subdivision Preliminary Plat

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Townhouse Subdivision Preliminary Plat for the 128 Saddle Road Townhomes, a new 4-unit detached townhome development on a vacant lot to the east of the Kneeland building within the Tourist (T) Zoning District

Recommended Motion: "I move to approve the 128 Saddle Road Townhomes Subdivision Preliminary Plat application subject to conditions of approval #1-7."

The reasons for the recommendation are as follows:

- The request to subdivision meets all applicable standards for Townhouse Subdivisions specified in Ketchum Municipal Code's Subdivision Regulations (Title 16). The townhome development complies with all applicable zoning and design review regulations specified in Title 17 of Ketchum Municipal Code.
- The Planning & Zoning Commission held a public hearing and approved the Design Review (Application No. P21-013) and unanimously recommended approval of the Townhouse Subdivision Preliminary Plat and Phased Development Agreement (Application P21-012) to the City Council on March 30, 2021.

<u>Analysis</u>

The 128 Saddle Road townhome development is a 4-unit detached townhome on a vacant lot to the east of the Kneeland building within the Tourist (T) Zoning District. The project site is a 1.282-acre undeveloped parcel with frontage on Saddle Road and flag -frontage along Valleywood Drive. The Townhouse Subdivision Preliminary Plat (Application P21-012) will subdivide the development into 4 townhouse sublots and common area. The Phased Development Agreement allows each townhome unit to be platted individually as each building receives its Certificate of Occupancy. The Phased Development Agreement includes the required construction and completion scheduled for the required improvements and designates the owner's maintenance responsibilities.

Financial Impact

Preliminary plat approval is required before a building permit for the project may be issued for the project. The City has collected building permit fees based on the project's estimated cost of construction.

Attachments

- (A) Draft Findings of Fact, Conclusions of Law, and Decision
- (B) 128 Saddle Road Townhomes Preliminary Plat Application & Project Plans
- (C) Phased Development Agreement

Attachment A: Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum Planning & Building

IN RE:)			
128 Saddle Road Town Preliminary Plat & Pha Date: May 3, 2021	· ····································			
File Number: 20-12))			
PROJECT:	128 Saddle Road Townhomes			
FILE NUMBERS:	P21-012			
APPLICATION:	Townhouse Subdivision Preliminary Plat and Phased Development Agreement			
REPRESENTATIVE:	Richard Childress			
OWNER:	Bowry LLC			
LOCATION:	128 Saddle Road (Kneeland Subdivision: Lot 2)			
ZONING:	Tourist (T) Zoning District			
OVERLAY:	None			
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 subdivision on March 3 rd , 2021. The public hearing notice was published in the Idaho Mountain Express the on March 3 rd , 2021. A notice was posted on the project site and the city's website on March 16 th , 2021.			

FINDINGS OF FACT

The 128 Saddle Road townhome development is a 4-unit detached townhome on a vacant lot to the east of the Kneeland building within the Tourist (T) Zoning District. The project site is a 1.282-acre undeveloped parcel with frontage on Saddle Road and flag -frontage along Valleywood Drive. Design Review (Application No. P21-013) is required for developing multi-family dwellings, including detached townhomes. The Townhouse Subdivision Preliminary Plat (Application P21-012) will subdivide the development into 4 townhouse sublots and common area. The Phased Development Agreement allows each townhome unit to be platted individually as each building receives its Certificate of Occupancy.

The Planning & Zoning Commission held a public hearing and approved the Design Review (Application No. P21-013) and unanimously recommended approval of the Townhouse Subdivision

Preliminary Plat and Phased Development Agreement (Application P21-012) to the City Council on March 30, 2021.

Table 1: City Department Findings

City Department Findings

All City Department requirements and associated specifications for the required improvements must be verified, reviewed, and approved prior to issuance of a Building Permit for the project.

Fire Department:

- It is the General Contractor's responsibility to understand and adhere to all Fire Protection Ordinance #1125 requirements in addition to any and all other City of Ketchum requirements in effect at the time of Building Permit issuance. Failure to comply with all local ordinances and codes may result in project work stoppage as well as criminal penalties.
- The above project shall meet all 2018 International Fire Code requirements in addition to specific City Building and Fire Ordinances.
- An approved fire detection system shall be installed per City of Ketchum Ordinance #1125 and the requirements of NFPA 72. Two sets of alarm system plans shall be submitted to the Ketchum Fire Department for approval and a permit is required prior to installation of alarm systems. Inspections of fire detection systems by the Fire Chief or an appointee are required and shall be scheduled at least 48 hours in advance.
- An approved key box shall be installed on each unit, with the appropriate keys, for emergency fire department access in a location approved by the Fire Department. The key box shall be a Knox Box brand and sized to accommodate keys to every door of the unit.
- An approved access roadway per 2012 International Fire Code Appendix D (www.ketchumfire.org) shall be installed prior to any combustible construction on the site. The road shall be a minimum of twenty (20) feet in width and capable of supporting an imposed load of at least 75,000 pounds. The road must be an all-weather driving surface maintained free, clear, and unobstructed at all times. Grades shall not exceed 7%. Dead end access roadways exceeding 150 feet in length shall be provided with an approved turnaround. Gates, if installed, are required to be siren activated for emergency vehicle access. Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, an approved aerial fire apparatus access road shall be provided. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof.
- Vehicle parking and material storage during construction shall not restrict or obstruct public streets or access to any building. A minimum twenty-foot travel lane for emergency vehicle access shall be maintained clear and unobstructed at all times. All required Fire Lanes, including within 15 feet of fire hydrants, shall be maintained clear and unobstructed at all times.
- Approved address numbers shall be placed in such a position to be plainly visible and legible from the road fronting the property. Numbers and letters shall be a minimum of four (4) inches tall, contrast with their background and be positioned a minimum of forty-eight (48) inches above final grade.

Addressing for the project shall be the following: Unit #1 shall be 116 Valleywood Drive Unit #2 shall be 118 Valleywood Drive

Unit #3 shall be 123 Valleywood Drive Unit #4 shall be 120 Valleywood Drive

- Fire extinguishers shall be installed and maintained per 2012 IFC Section 906 both during construction and upon occupancy of the building. During construction fire extinguishers shall be placed in a conspicuous, easy to access, unobstructed location that is less than 75 feet travel distance to any combustibles on site, 30 feet to any hot work. Upon completion of project every single-family residence will have a minimum of one extinguisher per garage and one extinguisher per kitchen area. Extinguishers shall be mounted in a conspicuous, easy to access, unobstructed location.
- This project shall comply with the City of Ketchum Fire Protection and defensible space characteristics. All exterior windows shall be glazed, and all exterior doors shall be solid core construction, both shall have a fire rating of not less than 20 minutes. All exterior vents shall be designed and approved to prevent flame or ember penetration and all exterior mess shall have openings that do not exceed 1/8". Gutters and downspouts shall be non-combustible and shall be provided with an approved means to prevent the accumulation of leaves and debris.
- Spark arresters are required on all solid fuel burning appliance chimneys to reduce potential fires from burning embers.
- An 8 ½ by 11 color coded site map of this project shall be provided on paper and electronically to the fire department. This site map shall show the locations of gas shut-offs, power shut-offs, fire sprinkler riser rooms, fire department connections, alarm panels, Knox boxes, access doors, egress windows, stairways and any additional fire department requirements. Exact details for color coded "On-Sites" can be found at www.ketchumfire.org.
- Final inspections of all fire department permit required installations by the Fire Chief or an appointee are required and shall be scheduled at least 48 hours in advance. A Final Inspection Checklist can be found at www.ketchumfire.org.
- Fire Department requirements and associated specifications for the required improvements must be verified, reviewed, and approved prior to issuance of a Building Permit for the project.

City Engineer & Streets Department:

- All drainage shall be retained on site (KMC §17.96.060.C.1). Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street (KMC §17.96.060C). The existing deficiencies in the Valleywood right-of-way related to Valleywood's drainage can be addressed during the building permit review process, but the site's own drainage must be retained on site. The catch basin in the Valleywood ROW noted as existing on the plans can not be used for the site's drainage.
- All construction for the project must comply with the standards set forth in Ketchum Municipal Code, Chapter 15.06 Construction Activity Standards. The applicant shall submit a Construction Activity Plan addressing all applicable activities (KMC §15.06.030), including how materials will be off-loaded at the site, plan for coordinating with neighbors on temporary closures, temporary traffic control, and construction fencing with appropriate screening, to be reviewed and approved prior to issuance of a Building Permit for the project. Pursuant to KMC §15.06.030.A.2, the applicant shall provide notice of the project, construction schedule, and general contractor's contact information to all neighbors with properties adjacent to the project site.
- The building permit plans and construction drawings shall meet all applicable sections of Chapter 12 of Ketchum Municipal Code.
- The applicant shall submit a drainage and geotechnical report with the building permit application for review by the City Engineer and the Streets Department.

 The plans for the ROW improvements must be prepared by a professional engineer licensed in Idaho (KMC §12.04.020).
 The applicant shall submit a Street and Alley Digging, Excavation, and Trenching ("DIG") Permit application with an associated traffic control plan for all construction work within the City right-of-way to be reviewed and approved by the Streets Department. The use of City right-of-way for construction including the closure of adjacent streets or sidewalks requires a Temporary Use of Right-of-Way Permit ("TURP"). Final civil drawings for all associated ROW improvements shall be submitted with the Building
Permit application to be verified, reviewed, and approved by the City Engineer and Streets Department prior to issuance of a Building Permit for the project.
Utilities & Wastewater:
 The applicant will be responsible for installing connections to the water and sewer system. The private water main and service lines must be indicated on the Townhouse Subdivision preliminary plat.
 If meter vaults are required, then curb stops shall be installed to the City's specifications. The phased development agreement notes two connections—one connection at Valleywood Drive and one at Saddle Road. Both connections must be shown on the project plans. The blow out hydrant shall be a frost-free hydrant with an associated drain field. Drywells must have proper separation from potable water lines. All plans must have DEQ approval prior to issuance of a building permit for the project. The applicant must purchase a common area water meter and vault in addition to the connection fees. The owner shall be responsible for any driveway repair and/or maintenance to the snowmelt system and paver that result from the city maintenance and repair of the public sewer lines. Requirements and specifications for the water and sewer connections will be verified, reviewed, and approved by the Utilities and Wastewater departments prior to issuance of a building permit for the project.
Building:
 The building must meet the 2018 International Building Code and Title 15 Buildings and Construction of Ketchum Municipal Code. Building Department requirements and associated specifications for the required improvements must be verified, reviewed, and approved prior to issuance of a building permit for the project.
Planning and Zoning:
Comments are denoted within the analysis of the project's compliance with zoning and dimensional
standards, design review evaluation standards, and subdivision design and development standards.

Table 2: Townhouse Subdivision Findings	

	Townhouse Plat Requirements				
Compliant Standards and City Council Findings			Standards and City Council Findings		
Yes	No	N /A	City Code	City Standards and City Council Findings	
\boxtimes			16.04.080.B	Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed	

		City Council Findings	party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers. The applicant has submitted a complete preliminary plat application including the CC&Rs. The applicant shall submit a final copy of the Townhouse Declaration and Party Wall Agreement document to the Planning & Building Department and file such document prior to recordation of the final plat.
		16.04.080.C.1	 Preliminary Plat Procedure: Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection. All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.
		City Council Findings	The townhouse subdivision shall be platted under the procedures contained in the subdivision ordinance.
X		16.04.080.C.2	The subdivider may apply for preliminary plat approval from the City Councilpursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The City Councilmay approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.
		City Council Findings	The townhome subdivision preliminary plat and design review applications for the development are being reviewed concurrently.
		16.04.080.C.3	The preliminary plat, other data, and the commission's findings may be transmitted to the council prior to commencement of construction of the project under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.
		City Council Findings	The Planning & Zoning Commission held a public hearing and approved the Design Review (Application No. P21-013) and unanimously recommended approval of the Townhouse Subdivision Preliminary Plat and Phased Development Agreement (Application P21-012) to the City Council on March 30, 2021.
		16.04.080.C.4	In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.

		City Council	The applicant has proposed a phased development project. The final plat
		Findings	procedure for each phase shall follow KMC §16.04.030.G and comply with the
		1 11 41 180	additional provisions of KMC §16.04.110.
\boxtimes		16.04.080.D	D. Final Plat Procedure:
		2010 1100000	1. The final plat procedure contained in subsection 16.04.030G of this
			chapter shall be followed. However, the final plat shall not be signed by the
			city clerk and recorded until the townhouse has received either:
			a. A certificate of occupancy issued by the city of Ketchum for all
			structures in the townhouse development and completion of all
			design review elements as approved by the planning and zoning
			administrator; or
			b. Signed council approval of a phased development project
			consistent with §16.04.110 herein.
			2. The council may accept a security agreement for any design review
			elements not completed on a case by case basis pursuant to title 17, chapter
			17.96 of this code.
		City Council	The applicant shall follow the final plat procedure as specified in the city's
		Findings	subdivision ordinance.
\boxtimes		16.04.080.E.1	E. Required Findings: In addition to all Townhouse Developments complying
			with the applicable provisions of Title 17 and this Subdivision Chapter
			(§16.04), the Administrator shall find that
			All Townhouse Developments, including each individual sublot, shall not
			exceed the maximum building coverage requirements of the zoning district.
		City Council	The townhome project is located within the Tourist (T) Zone. The
		Findings	townhomes development has a Floor Area Ratio of 0.30.
\boxtimes		16.04.080.E.2	Garage: All garages shall be designated on the preliminary and final plats and
			on all deeds as part of the particular townhouse units. Detached garages may
			be platted on separate sublots; provided, that the ownership of detached
			garages is tied to specific townhouse units on the townhouse plat and in any
			owner's documents, and that the detached garage(s) may not be sold and/or
			owned separate from any dwelling unit(s) within the townhouse
			development.
		City Council	Each townhome units includes an attached 2-car garage.
		Findings	
\boxtimes		16.04.080.E.3	General Applicability: 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 townhouse subdivisions.
			(Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)
		City Council	This townhouse subdivision will comply with all applicable local, state, and
		Findings	federal ordinances, rules, and regulations.

Table 3: Subdivision Preliminary Plat Findings

Subdivision Preliminary Plat Requirements			
Compliant	Standards and City Council Findings		

with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. The preliminary plat shall be drawn to a scale of not less that one inch equals one hundred feet (1" = 100') and shall show the followin submitted. Image: I	Yes	No	N/	City Code	City Standards and Staff Findings
Ine subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter. Image: Findings The application has been reviewed and determined to be complete. Application and Preliminary Plat Contents: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. The preliminary plat shall show the followin application. The preliminary plat application have been submitted. Image: Plat Context in the administration of the administration of the subdivision application. The preliminary plat application have been submitted. Image: Plat Context in the subdivision. Findings The scale, north point and date. Image: Plat Context in the preliminary plat contains a scale, north p and date. Image: Plat Context in the preliminary plat contains a scale, north p and date. Image: Plat Context in the preliminary plat contains a scale, north p and date. Image: Plat Context in the preliminary plat contains a scale, north p and date. Image: Plat Context in the address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat. Image: Plat Context in the standard has been met. Image: Plat Context in the standard has been met. Image: Plat Context in the standard has been met. Image: Plat Context in the standard has been met. I					
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Image: Second structure Infection of the scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadwand easements, public and private. Image: Second structure Findings Valleywood Drive and Saddle Road are indicated on the plat. Image: Second structure Infection of the scription and the area of the tract. Image: Second structure Findings Image: Second structure Infection of the scription and the area of the tract. Image: Second structure Infection of the scription and the area of the tract is noted on the Preliminary Plat.	X			16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of two feet (2') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
Image: Construction of the adjoining or immediately adjacent dedicated streets, roads and easements, public and private. Image: Construction of the adjoining or immediately adjacent dedicated streets, roads and easements, public and private. Image: Construction of the adjoining or immediately adjacent dedicated streets, roads and easements, public and private. Image: Construction of the adjoining or immediately adjacent dedicated streets, roads and easements, public and private. Image: Construction of the adjoining or immediately adjacent dedicated streets, roads and easements, public and private. Image: Construction of the asements, public and private. Image: Constrent of the asements, public and private. <td></td> <td></td> <td></td> <td>Findings</td> <td>This project plans include a topographic map.</td>				Findings	This project plans include a topographic map.
Image: Second state in the second state in the second state in the second state in the second state is noted on the second state is noted state is noted on the second state is noted state is noted on the second state is noted state is noted state is noted on the second state is noted state is noted state is noted state.	X			16.04.030.J.7	location of the adjoining or immediately adjacent dedicated streets, roadways
Findings This boundary description and the area of the tract is noted on the Preliminary Plat.				Findings	Valleywood Drive and Saddle Road are indicated on the plat.
Preliminary Plat.	\boxtimes			16.04.030.J.8	Boundary description and the area of the tract.
				Findings	
	\boxtimes			16.04.030.J.9	Existing zoning of the tract.
Findings The property is within the T Zone.					

\boxtimes		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.
		Findings	This standard has been met. No new streets are proposed. The sublot lines and dimensions are indicated on the preliminary plat.
\boxtimes		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.
		Findings	Common area, including the shared private driveway and motor court, is indicated on the plat map.
		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.
		Findings	The project plans indicate the locations of all utilities that serve the townhome development.
\boxtimes		16.04.030.J.13	The direction of drainage, flow and approximate grade of all streets.
		Findings	The project plans include drainage improvements.
\boxtimes		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.
		Findings	All drainage improvements have been indicated on the project plans.
\boxtimes		16.04.030.J.15	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
		Findings	The project plans include a vicinity map.
		16.04.030.J.16	The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.
		Findings	N/A. The property is not currently mapped to be in the floodplain/floodway. The property is not within the avalanche overlay.
		16.04.030.J.17	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
		Findings	N/A. The property is not located within the floodway, floodplain, or avalanche zone. The property doesn't lie adjacent to a river or creek. The lot doesn't contain slopes of 25% or greater. The subject property is not a corner lot.
\boxtimes		16.04.030.J.18	Lot area of each lot.
1		Findings	The existing and proposed size of each sublot is indicated.

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\boxtimes		16.04.030.J .19	Existing mature trees and established shrub masses.
		Findings	The project plans indicate existing mature trees and shrub masses.
\boxtimes		16.04.030.J.20	To be provided to Administrator:
			Subdivision names shall not be the same or confused with the name of any
			other subdivision in Blaine County, Idaho and shall be approved by the Blaine
		Finaliza	County Assessor.
		Findings	A Townhome Plat showing 128 Saddle Road subdivision name is unique
_		16.04.030.J.21	and is not the same as another townhouse subdivision in Blaine County. All percolation tests and/or exploratory pit excavations required by state
	\mathbf{X}	10.04.030.J.21	health authorities.
		Findings	N/A. This project will connect to municipal services.
\boxtimes		16.04.030.J.22	A copy of the provisions of the articles of incorporation and bylaws of
			homeowners' association and/or condominium declarations to be filed
			with the final plat of the subdivision.
		Findings	The applicant has submitted a complete preliminary plat application
		U	including the CC&Rs. The applicant shall submit a final copy of the
			Townhouse Declaration and Party Wall Agreement document to the
			Planning & Building Department and file such document prior to
			recordation of the final plat.
\boxtimes		16.04.030.J.23	A current title report shall be provided at the time that the preliminary
			plat is filed with the administrator, together with a copy of the owner's
			recorded deed to such property.
		Findings	This standard has been met. The applicant has submitted a Lot Book
			Guarantee and the Last Deed of Record.
\boxtimes		16.04.030.J.24	A digital copy of the preliminary plat shall be filed with the administrator.
		Findings	This standard has been met.
\boxtimes		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.
		Findings	This standard has been met. The landscape plan indicates existing trees and
			vegetation to be removed. The landscape plan on Sheet L2 proposed the
			installation of new landscaping, including evergreen trees, deciduous shad
		16.04.040.0	trees, shrub massing, and ornamental grasses.
\boxtimes		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.

	Findings	Improvement plans shall be reviewed and approved by City Departments through the building permit application process.
	16.04.040.C Findings	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. The completion of improvements shall follow the construction schedule
	16.04.040.D Findings	 specified in the phased development agreement. 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. The completion and acceptance of improvements shall follow the
	16.04.040.E	 construction schedule specified in the phased development agreement. 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: All angle points in the exterior boundary of the plat. All street intersections, points within and adjacent to the final plat. All angle points and points of curves on all streets.

		5. The point of beginning of the subdivision plat description.
	Findings	The applicant shall meet the required monumentation standards prior to
		recordation of the final plat.
\boxtimes	16.04.040.F	Lot Requirements:
	16.04.040.F	 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. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. Corner lots outside of the original Ketchum Townsite shall have a property line curv
	Findings	the final plat Standards 4, 5, and 6 have been met.

				Standards 2 and 3 are not applicable.			
				Standard 1 has been met. The lot size, width, and depth comply with the dimensional standards for lots required in the T Zone. The proposed townhome development complies with setbacks from front, rear, and side property lines required in the T Zone.			
		X	16.04.040.G	G. Block Requirements: The length, width and shape of blocks within a			
				proposed subdivision shall conform to the following requirements:			
				1. No block shall be longer than one thousand two hundred feet			
				(1,200'), nor less than four hundred feet (400') between the street			
				intersections, and shall have sufficient depth to provide for two (2) tiers of lots.			
				2. Blocks shall be laid out in such a manner as to comply with the lot			
				requirements.			
				3. The layout of blocks shall take into consideration the natural			
				topography of the land to promote access within the subdivision and			
				minimize cuts and fills for roads and minimize adverse impact on			
				environment, watercourses and topographical features.			
	4. Except in the original Ketchum Townsite, corner lots shall conta						
	building envelope outside of a seventy five foot (75') radius from						
			Findings	intersection of the streets.			
		X	Findings 16.04.040.H.1	N/A. No new blocks are proposed.			
			10.04.040.11.1	H. Street Improvement Requirements: 1. The arrangement, character, extent, width, grade and location of all streets			
				put in the proposed subdivision shall conform to the comprehensive plan and			
				shall be considered in their relation to existing and planned streets,			
				topography, public convenience and safety, and the proposed uses of the			
				land;			
			Findings	N/A, the subject properties are within an existing subdivision. No new streets			
				are proposed. The townhomes are accessed from a shared private driveway.			
		\boxtimes	16.04.040.H.2	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			
			Findings	having jurisdiction, now existing or adopted, amended or codified;			
			Findings	This proposal does not create a new street. These standards are not applicable.			
		X	16.04.040.H.3	3. Where a subdivision abuts or contains an existing or proposed arterial			
		<u>1</u>	10.04.040.11.3	street, railroad or limited access highway right of way, the council may			
				require a frontage street, planting strip, or similar design features;			
			Findings	N/A. No street frontage improvements like planting strips are required.			
		X	16.04.040.H.4	4. Streets may be required to provide access to adjoining lands and provide			
				proper traffic circulation through existing or future neighborhoods;			
			Findings	N/A. This proposal does not create a new street. These standards are not			
				applicable.			
		X	16.04.040.H.5	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;
		-	N/A. This proposal does not create a new street. These standards are not applicable.
		16.04.040.H.6	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;
			N/A. This proposal does not create a new street. These standards are not applicable.
		16.04.040.H.7	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;
		-	N/A. This proposal does not create a new street. These standards are not applicable.
	\boxtimes	16.04.040.H.8	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;
			N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.
	\boxtimes	16.04.040.H.9	 Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);
		-	N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.
		16.04.040.H.10 10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radi three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;	
		-	N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.
	X		 Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;
			N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.

		\mathbf{X}	16 04 040 H 12	12. A tangent of at least one hundred feet (100') long shall be introduced				
	_			between reverse curves on arterial and collector streets;				
_			Findings	N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.				
		\mathbf{X}		13. Proposed streets which are a continuation of an existing street shall be				
				given the same names as the existing street. All new street names shall				
				not duplicate or be confused with the names of existing streets within				
				Blaine County, Idaho. The subdivider shall obtain approval of all street				
				names within the proposed subdivision from the County Assessor's office				
				before submitting same to council for preliminary plat approval;				
			Findings	N/A. The townhouse sublots are within an existing subdivision. No new streets				
				are proposed.				
		\boxtimes	16.04.040.H.14	14. Street alignment design shall follow natural terrain contours to result in				
				safe streets, usable lots, and minimum cuts and fills;				
			Findings	N/A. The townhouse sublots are within an existing subdivision. No new streets				
	_			are proposed.				
		\boxtimes	16.04.040.H.15	15. Street patterns of residential areas shall be designed to create areas free				
				of through traffic, but readily accessible to adjacent collector and arterial				
			<i>—</i> , I.	streets;				
			Findings	N/A. The townhouse sublots are within an existing subdivision. No new streets				
				are proposed.				
		\boxtimes	16.04.040.H.16	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;				
			Findings	N/A. The townhouse sublots are within an existing subdivision. No new streets				
				are proposed.				
		\boxtimes		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;				
			Findings	N/A. The townhouse sublots are within an existing subdivision. No new streets				
			-	are proposed.				
		\boxtimes	16.04.040.H.18	18. Street lighting shall be required consistent with adopted city standards				
				and where designated shall be installed by the subdivider as a				
				requirement improvement;				
			Findings	N/A. The townhouse sublots are within an existing subdivision. No new streets				
				are proposed.				
		X	16.04.040.H.19	19. Private streets may be allowed upon recommendation by the City				
				Counciland approval by the Council. Private streets shall be constructed to				
				meet the design standards specified in subsection H2 of this section				
				and chapter 12.04 of this code;				
			Findings	N/A. The townhouse sublots are within an existing subdivision. No new streets				
		_		are proposed. The townhomes are accessed from a shared private driveway				
		\boxtimes	16.04.040.H.20	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;
		Findings	N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.
		16.04.040.H.21	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;
		Findings	N/A. This proposal does not require construction of a new bridge or impact any existing bridges.
		16.04.040.H.22	22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;
		Findings	The project qualifies as a substantial improvement and the developer is required to install sidewalks to city right-of-way standards. As indicated on Sheet C1.0 of the project plans, the applicant will install an 8-foot-wide sidewalk along Valleywood Drive. As indicated on Sheet C1.1, the applicant will improve the bike path along the property's Saddle Road frontage. These improvements include widening the bike path to 14 feet. These improvements will extend west along the Kneeland Condominiums' frontage. The city will pay for this bike path improvement extension, but the bike path improvements shall be installed concurrently by the same contractor. Final civil drawings for all associated ROW improvements shall be submitted with the building permit application to be verified, reviewed, and approved by the City Engineer and Streets Department prior to issuance of a building permit for the project. See Table 1 for comments and conditions from the City Engineer & Streets
		16.04.040.H.23	Department. 23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and
		Findings	No gates are proposed—gates are prohibited on private driveways accessing more than one home. The proposed private driveway accesses 4 homes.
	\boxtimes	16.04.040.H.24	24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone
		Findings	N/A. The townhouse sublots are not located within the Avalanche Zone and no new public or private streets or flag lots are proposed.
	\boxtimes	16.04.040.I	I. Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment

	Findings	 shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section. N/A. The townhouse sublots are located in the T Zone and do not abut an
		alley.
\boxtimes	16.04.040.J.1	J. 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.
		 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.
	Findings	N/A these easements are not required as the project create or new street and
	i inuings	the property is not adjacent to Warm Springs Road.
\boxtimes	16.04.040.J.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.
	Findings	N/A. The townhouse sublots do not border a waterway.
\boxtimes	16.04.040.J.3	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. N/A. The townhouse sublots do not border a waterway.
N		
		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.
	Findings	N/A. The townhouse sublots do not border a waterway.
X	16.04.040.J.5	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
		□ ⊠ 16.04.040.J.1 □ ⊠ 16.04.040.J.1 □ ✓ Findings □ ⊠ 16.04.040.J.2 □ ✓ Findings □ ✓ Findings □ ✓ Findings □ ✓ 16.04.040.J.3 ○ ✓ Findings □ ✓ 16.04.040.J.3 ○ ✓ Findings □ ✓ Findings

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			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.		
		Findings	N/A. No changes to ditches, pipes, or other irrigation structures are proposed.		
	\boxtimes	 16.04.040.J.6 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. Findings N/A. The townhouse sublots are within the existing, platted Kneeland 			
		-	N/A. The townhouse sublots are within the existing, platted Kneeland Subdivision.		
		16.04.040.K	K. Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.		
		Findings	All townhome units will connect to the municipal sewer systems. The project shall meet all requirements of the Wastewater Department.		
		16.04.040.L	L. Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.		
		Findings	The townhome development will connect to the municipal water system. All utilities necessary must be improved and installed at the sole expense of the applicant. Final plans will be reviewed and approved by the Utilities		

				Department prior to issuance of a building permit for the project. See Table 1 for review comments and conditions from the Utilities Department.
			16.04.040.M	 M. Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			Findings	N/A. The townhouse sublots are within an existing subdivision with adequate plantings where necessary. The applicant has provided more landscaping on the project site, which is indicated on Sheet L2 of the project plans.
			 16.04.040.N.1 N. Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cu fills, alterations of topography, streams, drainage channels, and disrup of soils and vegetation. The design criteria shall include the following: A preliminary soil report prepared by a qualified engineer may be required by the City Counciland/or Council as part of the preliminary plat application. 	
	Findings		Findings	The applicant shall submit a geotechnical report with the building permit application for review by the City Engineer. The project shall meet all cut, fill, and grading standards.
			16.04.040.N.2	 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: 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, City Councilor Council to adequately review the affect of the proposed improvements.
			Findings	The project plans include a grading plan prepared by an Idaho-licensed engineer.
X			16.04.040.N.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.
			Findings	The proposed grading meets these requirements.
		\boxtimes	16.04.040.N.4	 Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or

128 Saddle Road Townhomes Subdivision Preliminary Plat and Phased Development Agreement Findings of Fact, Conclusions of Law, and Decision Ketchum City Council Meeting of May 3rd, 2021

City of Ketchum Planning & Building Department

				hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.			
			Findings	N/A. The townhome development is an infill project on a vacant lot surrounding by existing development.			
development, provision sh of disturbed areas with pe upon completion of the co revegetation has been inst			16.04.040.N.5	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.			
			Findings	The project shall meet this requirement regarding soil stabilization and revegetation.			
			16.04.040.N.6	 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (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. 			
X			Findings 16.04.040.0	 The project shall meet this development standards. O. Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, 			

			driveways or improved public easements and shall extend across and
			under the entire improved width including shoulders.
		Findings	The drainage system must keep all storm water within the project site. Storm water is prohibited from draining onto the Valleywood Drive or Saddle Road rights-of-way. All drainage improvements must meet city standards. Drainage improvements are indicated on Sheet C1.0, C1.1, C1.2, L1, and L2 of the project plans. Proposed drainage improvements include a system of drywells, catch basins, and storm drain pipes.
			Prior to issuance of a building permit for the project, the applicant shall submit a final drainage plan indicating grading, catch basins, piping, and drywells (KMC §17.96.040.C.2b & KMC §17.96.060.C.1-4) prepared by a civil engineer licensed in the state to be submitted for review and approval by the City Engineer and Streets Department. Additionally, the applicant shall submit a drainage and geotechnical report. See Table 1 for City Department comments including City Engineer and Streets Department conditions.
X		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.
		Findings	All utilities, including electricity, natural gas, telephone, and cable services, shall be installed underground.
	\boxtimes	16.04.040.Q	 Q. Off Site Improvements: Where the off site impact of a proposed subdivision is found by the City Councilor 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.
		Findings	N/A. The townhouse subdivision does not trigger off-site improvements.
	\boxtimes	16.04.040.R	R. Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
		Findings	N/A. The townhouse sublots are not located in the Avalanche or Mountain overlay zoning districts.
	\boxtimes	16.04.040.S	S. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
		Findings	The existing mature trees indicated on the preliminary plat shall be preserved.

CONCLUSIONS OF LAW

- 1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
- 2. Under Chapter 65, Title 67, of the Idaho Code the City has passed a subdivision ordinance, Title 16.
- 4. The City Council has authority to review and recommend approval of the applicant's Townhouse Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
- 5. The project **does** meet the standards of approval under Chapter 16.04 of Subdivision Code Title 16.

DECISION

THEREFORE, the Ketchum City Council **approves** this Preliminary Plat application and Phased Development Agreement this Monday, May 3rd, 2021 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

- 1. The project shall meet all requirements of the Fire, Utility, Building, Streets/City Engineer, and Planning requirements as specified in Table 1.
- 2. The project shall comply with all conditions and comments as specified in Table 4 and 5.
- 3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
- 4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
 - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
- 5. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application.
- 6. The Townhouse Declaration shall be simultaneously recorded with the Final Plat. The developer shall submit a final copy of the document to the Planning & Building Department

and file such document prior to recordation of the final plat. The City will not now, nor in the future, determine the validity of the Townhouse Declaration.

7. The project shall meet all requirements specified in the phased townhouse subdivision agreement.

Findings of Fact **adopted** this 3rd day of May 2021.

Neil Bradshaw Mayor City of Ketchum

Attest:

Lisa Enourato, Interim City Clerk

Attachment B: 128 Saddle Road Townhomes Preliminary Plat Application & Project Plans





OFFICIAL USE ONLY	
AppliPation Number 012	
Da1 2=4-21	
By: M	
15200° 2-1-2	1
Approved Date:	
By:	

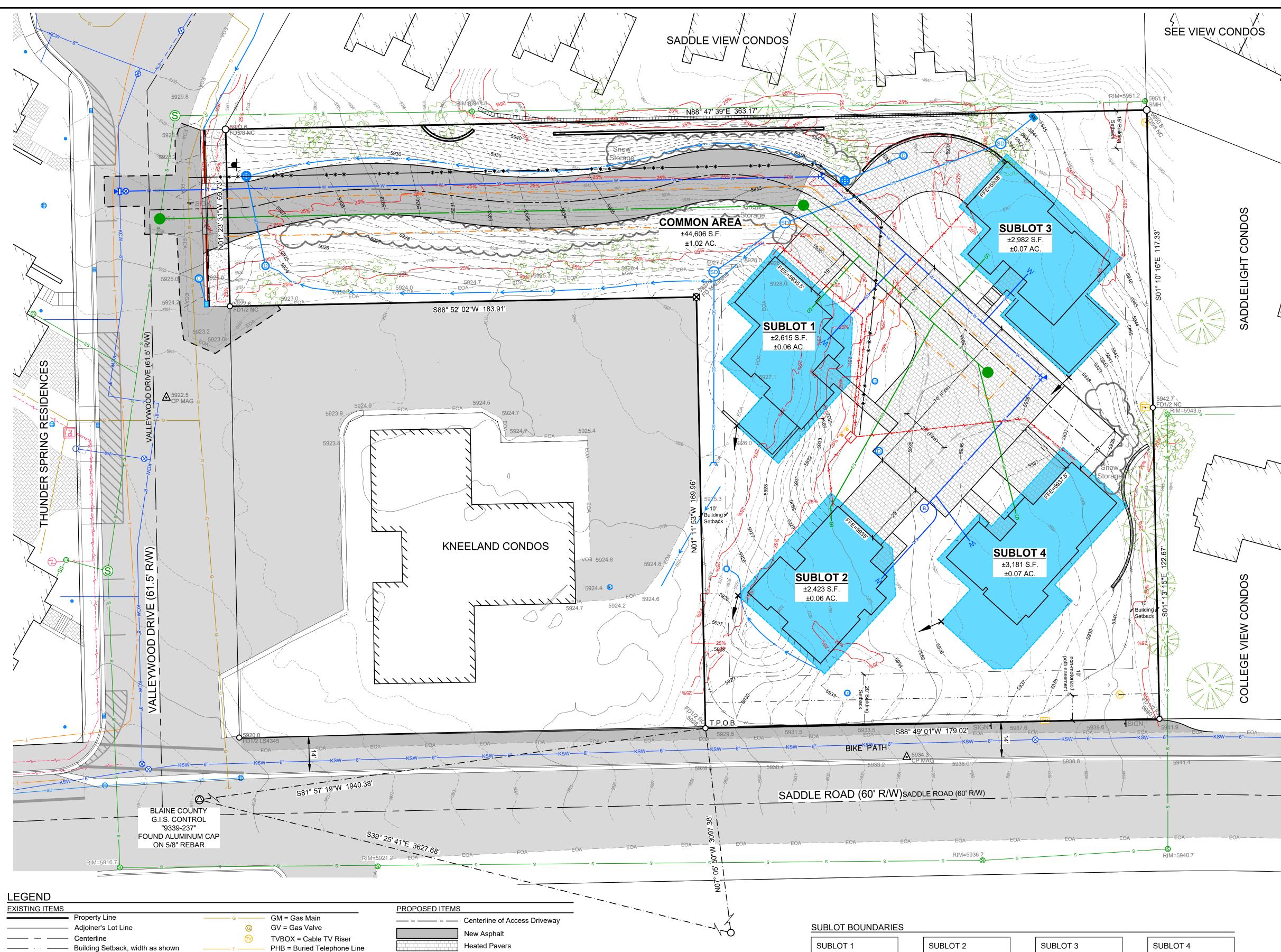
Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave. N., Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards,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

	A	PPLICANT INFORMATION	
Name of Proposed Subo	division: Saddle Road Resider	nces	
Owner of Record: 128 Sa	addle Road LLC c/o Robert Park	ker, VP Companies	
Address of Owner: PO B	ox 284, Sun Valley, ID 83353		
Representative of Owne	er: Galena Engineering		
Legal Description: Lot 2 P	Aneeland Subdivision		RPK 082 300 000 10
Street Address: 128 Sadd	lle Road		
	SU	BDIVISION INFORMATION	
Number of Lots/Parcels	: Existing: 1; Proposed 4 townho	ouse sublots	
Total Land Area: 55,807 s	sf		
Current Zoning District:	T, Tourist		
Proposed Zoning Distric			
Overlay District: N/A			
Contraction of the second	And the state of the	TYPE OF SUBDIVISION	
Condominium 🗆	Land 🗆	PUD 🗆	Townhouse 🔳
Adjacent land in same c	wnership in acres or squar	re feet: N/A	
Easements to be dedica	ited on the final plat:		
Reciprocal utility easer	ments, sewer main easeme	ent to City of Ketchum	
Briefly describe the imp	provements to be installed	prior to final plat approval:	
Water, sewer, and dr	iveway improvements; e	ach unit will be constructed	and obtain c/o prior to final plat approval.
25 E	A	DITIONAL INFORMATION	
All lighting must be in c		Ketchum's Dark Sky Ordinan	се
			ions and/or Condominium Declarations
		ecorded deed to the subject p	
One (1) copy of the pre			

All files should be submitted in an electronic format.

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

Sean Ly	w/ Galena Engineering		01/29/21	
Applicant Signature		27	Date	



LLGLIND					
EXISTING ITEMS				PROPOSED ITEMS	
	Property Line	G	GM = Gas Main		Centerline of Access D
	Adjoiner's Lot Line	©	GV = Gas Valve		Now Apphalt
<u> </u>	Centerline	$\overline{\mathbb{O}}$	TVBOX = Cable TV Riser		New Asphalt
· ·	Building Setback, width as shown	— т —	PHB = Buried Telephone Line		Heated Pavers
· · · · · ·	Easement, width as shown	PH	PHBOX = Telephone Riser		Retaining Wall
Ø	Found Mag Nail	/	Buried Power		5' Contour Interval
\bigcirc	FDAC = Found Aluminum Cap	PB	PBOX = Power Box		1' Contour Interval
0	FD5/8 = Found 5/8" Rebar	\bigcirc	PMTR = Power Meter	s	Sewer Main
0	FD1/2 = Found 1/2" Rebar	S	Sewer Main	sso	Sewer Service
	5' Contour Interval	SS	SS = Sewer Service		Sewer Manhole
	1' Contour Interval	S	SMH = Sewer Manhole	w	Water Main
	Curb & Gutter	©	SCO = Sewer Cleanout	ws{	Water Service
	Building	SD	Storm Drain		Water Valve
Lon	Asphalt	⊕	CB = Catch Basin	₩∻⋫	Water Fittings
	Pavers	O	DWELL = Dry Well	B	Blow-off Hydrant
		——KCW——8"——	Ketchum City Water Line (8")	·····	Ditch
	Rock Retaining Wall	——KSW——6"——	Ketchum Spring Line (6")	Ο	Drywell
	Conifer Tree	WS	WS = Water Service		Landscape Drywell
× #1 - 68 - 29 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2	Desidueus Tres	\otimes	WV = Water Valve	🕀 📖	Catch Basin
E Constant	Deciduous Tree		BOW = Back of Walk		Storm Drain Manhole
SIGN	Sign		LIP = Lip of Gutter TP = Top of Pavers		Power Buried
	Drainage Swale			Т	Transformer
~5%	25% Slope Line			cable	Cable TV Riser

SUBLOT 1					
TIE TO T.P.O.B.					
N 05° 55' 10" E	119.86'				
N 41° 22' 27" E	14.01'				
N 47° 49' 54" W	21.23'				
N 41° 22' 27" E	19.51'				
N 47° 49' 54" W	13.53'				
N 41° 22' 27" E	28.01'				
S 48° 37' 33" E	40.96'				
S 02° 18' 35" W	25.28'				
S 41° 22' 27" W	42.68'				
N 47° 49' 54" W	22.13'				

SUBLOT 2				
TIE TO T.P.C).B.			
N 13° 48' 12" E	53.82'			
N 42° 10' 06" E	54.56'			
S 47° 49' 54" E	32.71'			
S 03° 50' 06" E	18.49'			
S 42° 10' 06" W	41.66'			
N 47° 53' 42" W	46.01'			

SUBLOT 3	
TIE TO T.P.C).B.
N 46° 00' 16" E	199.08'
N 47° 49' 54" W	36.38'
N 42° 10' 06" E	7.25'
N 47° 49' 54" W	27.76'
N 42° 10' 06" E	13.50'
N 42° 10' 06" E	28.01'
S 47° 49' 54" E	61.02'
S 42° 10' 06" W	19.52'
S 46° 49' 26" E	16.73'
S 43° 22' 09" W	28.96'

N 4 S N. S S 42 S 4 S 42 S 88 N 47

TI

Telephone Riser

NOTES

- 1. All new utilities shall be installed underground.
- 2. All construction shall conform to the "City of Ketchum Standards".
- Utility locations are approximate and locations should be verified before any excavation.
- 4. Property is currently zoned T (Tourist).
- 5. Covenant, conditions, and restrictions for townhomes, exist under Inst. No. _____, records of Blaine County, Idaho.
- 6. The water main on the property shall be a private line and not owned or maintained by the City of Ketchum. The sewer main will be owned and maintained by the City of Ketchum.
- 7. All Townhome unit owners shall have mutual reciprocal easements for existing and future water, cable tv, sewage, storm, telephone, natural gas and electrical lines over, under, and across their townhouses and sublots, outside of the foundation stemwalls, for the repair, maintenance, and replacement thereof.
- 8. Garage space shall not be converted to living space or uses other than parking of vehicles and household storage.
- 9. The townhouse sublots shown hereon are considered as one (1) land lot. Coverage requirements and other bulk regulations per the City of Ketchum ordinances apply to the sublots as one parcel.
- 10. Property shown hereon is subject to the following exceptions per ALTA Commitment for Title Insurance by Stewart Title Guaranty Company, Countersigned by Blaine County Title, Commitment No. 1922046, dated December 20, 2019:
- Notes, Easements and Restrictions, if any, as shown on the plat of Kneeland
- Subdivision, recorded December 26, 1984 as Instrument No. 259187, records of Blaine County, Idaho.
- Agreement Regarding Development of Property, including the terms and provisions thereof, recorded July 30, 1999 as Instrument No. 429987, records of Blaine County, Idaho.

11. Refer to Sheet L1 prepared by NS Consulting for grading and drainage information.

<u>Owner</u> 128 Saddle Road, L.L.C. P.O. Box 284 Sun Valley, ID 83353

<u>Address</u> 128 Saddle Rd., Ketchum, ID 83340

Legal Description Lot 2, Kneeland Subdivision, according to the official plat thereof, recorded as Inst. # 259187, Records of Blaine County, Idaho.

Architect Rich Childress, AIA Point Architects 209 E 35th Street Garden City, Idaho 83714

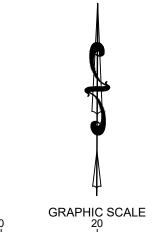
Landscape Architect Nathan Schutte, LLA NS Consulting, PLLC 380 E. Highway 26 Shoshone, ID 83352

<u>Engineer</u> Sean M. Flynn, PE Galena Engineering, Inc. 317 N. River Street Hailey, ID 83333

<u>Surveyor</u> Mark Phillips, PLS Galena Engineering, Inc. 317 N. River Street Hailey, ID 83333

BUILDING FOOTPRINT TABLE			
SQUARE FOOTAGE			
2,615			
2,423			
2,982			
3,181			
11,201			
20.0%			

SQUARE FOOTAGE INCLUDES ROOF OVERHANGS, PATIOS, AND GARAGES.



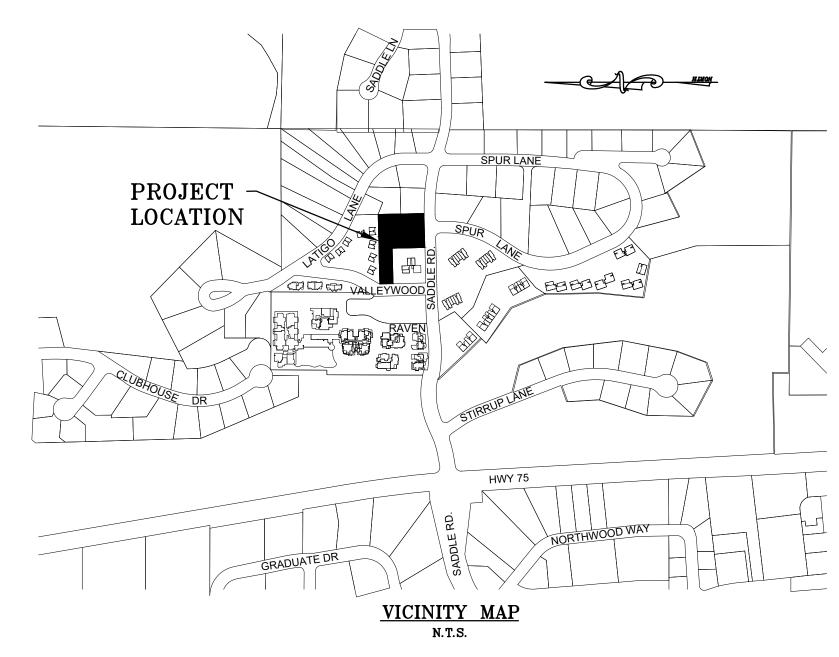
SHOWING PLAT \bigcap \checkmark RO, OF KET E ROAD TOWNHOI S SADDLE I F.4 N., R.18 E., B.M., CITY C ∞ RELIMINARY 128 Ъ,Ч Δ 4 COL DESIGNED BY CT DRAWN BY SMF CHECKED BY \triangleleft $\mathrm{RI}_{\overset{,}{8}}$ Э PPLAT

JBLOT 4					
E TO T.P.C).B.				
65° 39' 49" E	101.97'				
42° 10' 06" E	17.12'				
17° 49' 54" W	17.54'				
42° 10' 06" E	24.01'				
47° 49' 54" E	7.04'				
42° 10' 06" E	42.01'				
47° 49' 54" E	33.97'				
2° 10' 06" W	42.36'				
47° 49' 54" E	9.32'				
2° 10' 06" W	36.07'				
38° 49' 01" W	6.86'				
47° 49' 54" W	27.80'				

128 SADDLE ROAD TOWNHOUSES **MARCH 2021**

CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPWC AND CITY OF KETCHUM STANDARDS 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 A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- 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.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
 - PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
- IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC 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 ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC 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.
- 10. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
- 11. ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- 12. TRAFFIC CONTROL SHALL BE PER THE TRAFFIC CONTROL PLAN. CONTRACTOR WILL NEED TO MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES, UNLESS OTHERWISE COORDINATE WITH THE PROPERTY OWNER THROUGH THE CITY ENGINEER.
- 13. ALL CONCRETE WORK SHALL CONFORM TO ISPWC SECTIONS 701, 703, AND 705, ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPWC SECTION 703, TABLE 1. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.
- 14. ALL TRENCHING SHALL CONFORM TO ISPWC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- 15. 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.
- 16. CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- 17. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- 18. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSI/NSF STD. 61 COMPLIANT.
- 19. 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 THAT 0.25%.
- 20. THE CONTRACTOR SHALL USE ANSI/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
- 21. EXISTING SITE CONDITIONS SHOWN HEREON ARE PER A FIELD SURVEY BY BENCHMARK AND ASSOCIATES WITH COORDINATES AT STATE PLAIN (07/30/20) . DATA WAS TRANSLATED AND ROTATED TO GROUND COORDINATES PER BOUNDARY RETRACEMENT BY GALENA ENGINEERING (01/20/21).

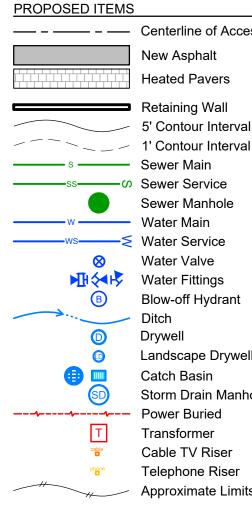


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<u>SH</u> C0.
C0.3
C1.
C1.

C1.2 C2.0

C2.1 C2.2

ISTING ITEMS			
	Property Line	G	- GM = Gas Main
	Adjoiner's Lot Line	<u>©</u>	GV = Gas Valve
	Centerline	$\overline{\mathbb{N}}$	TVBOX = Cable TV Riser
· ·	Building Setback, width as shown	— т —	- PHB = Buried Telephone Line
· · · <u> </u>	Easement, width as shown	PH	PHBOX = Telephone Riser
×	Found Mag Nail	/	- Buried Power
\bigcirc	FDAC = Found Aluminum Cap	PB	PBOX = Power Box
0	FD5/8 = Found 5/8" Rebar	\bigcirc	PMTR = Power Meter
0	FD1/2 = Found 1/2" Rebar	s	- Sewer Main
	5' Contour Interval	SS	 SS = Sewer Service
	1' Contour Interval	S	SMH = Sewer Manhole
	Curb & Gutter	©	SCO = Sewer Cleanout
	Building	SD	 Storm Drain
- EOA	Asphalt	●	CB = Catch Basin
	Pavers	D	DWELL = Dry Well
	Favers	——KCW——8"——	 Ketchum City Water Line (8")
	Rock Retaining Wall	——KSW——6"——	 Ketchum Spring Line (6")
	Conifer Tree	WS	- WS = Water Service
× AX		\otimes	WV = Water Valve
E S	Deciduous Tree		BOW = Back of Walk
SIGN	Sign		LIP = Lip of Gutter
->	Drainage Swale		TP = Top of Pavers
-25%	25% Slope Line		



— – — — Centerline of Access Driveway New Asphalt Heated Pavers 5' Contour Interva Sewer Manhole Water Valve Water Fittings Blow-off Hydrant Ditch Drywell Landscape Drywell Catch Basin Storm Drain Manhole Transformer Cable TV Riser Telephone Riser

Approximate Limits of Disturbance

SHEET INDEX

<u>EET#</u> 1	DESCRIPTION COVER SHEET
2	EXISTING SITE CONDITIONS (BENCHMARK AND ASSOCIATES AND 2017 BLAINE COUNTY LIDAR)
0	VALLEYWOOD DR. RIGHT-OF-WAY IMPROVEMENT PLAN
1	ROAD PLAN AND PROFILE, AREA GRADING, AND DRAINAGE SHEET
2	GRADING AND DRAINAGE DETAIL SHEET
0	UTILITY PLAN AND SEWER PROFILE SHEET
1	UTILITY DETAILS AND NOTES SHEET
2	UTILITY DETAILS SHEET

Owner 128 Saddle Road, L.L.C. P.O. Box 284 Sun Valley, ID 83353

Address 128 Saddle Rd., Ketchum, ID 83340

Architect Rich Childress, AIA Point Architects 209 E 35th Street Garden City, Idaho 83714

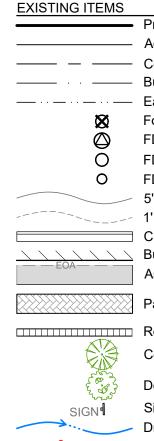
Landscape Architect Nathan Schutte, LLA NS Consulting, PLLC 380 E. Highway 26 Shoshone, ID 83352

Engineer Sean M. Flynn, PE Galena Engineering, Inc. 317 N. River Street KETCHUM, ID 83333

Surveyor Mark Phillips, PLS Galena Engineering, Inc. 317 N. River Street KETCHUM, ID 83333

		128 SADDLE ROAD TOWNHOUSES	LOCATED WITHIN SECTION 7, T 4 N, R 18 E, B,M, CITY OF KETCHUM, BLAINE COUNTY, IDAHO	PREPARED FOR 128 SADDLE ROAD LLC / ROBERT PARKER	PROJECT INFORMATION	P:\sdskproj\8051\dwg\Construction\8051 Eng Base.dwg_03/18/21 7:28:09 AM		
A A	REGISTER IN REGISTER PRESI							
	- SIGN - AWN 1F ECK	I BY ED BY						
		ENGINEERING, INC.	J UNII Engineers & Land Surveyors 317 N. River Street	KETCHUM, Idaho 83333	(208) 788-1705	email galena@galena-engineering.com		
	REVISIONS							
URPOSE:	O DATE BY							
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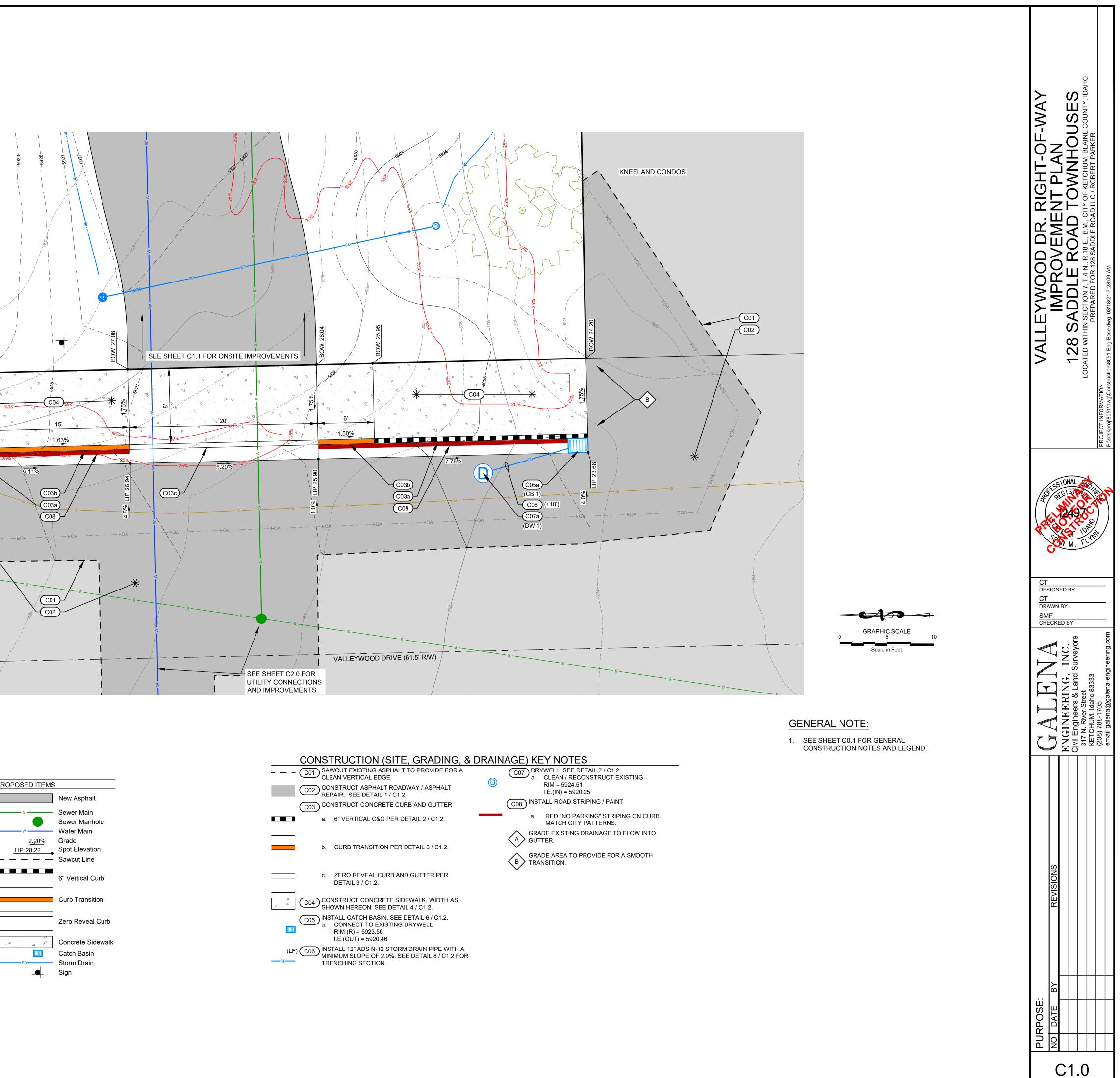


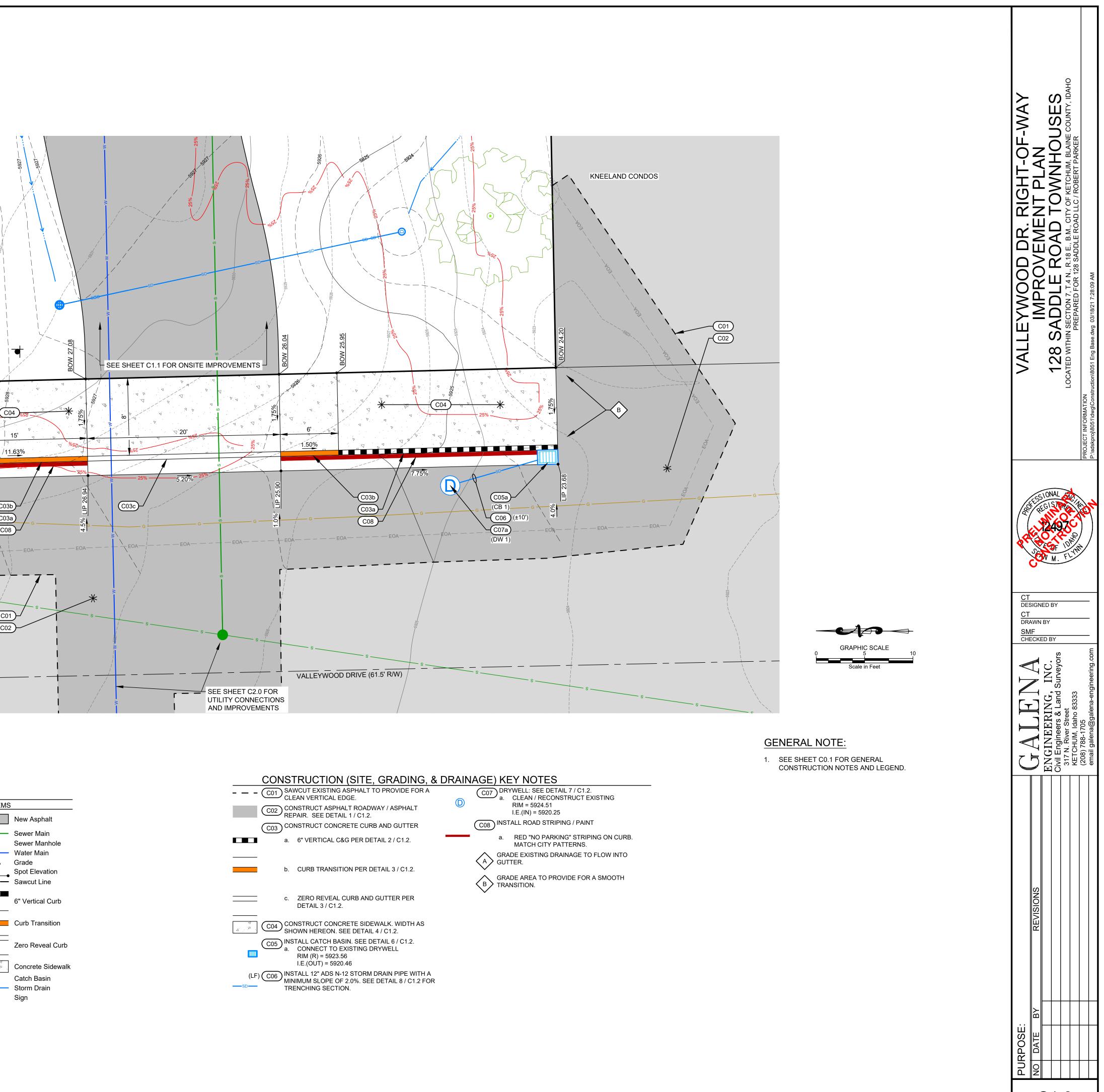
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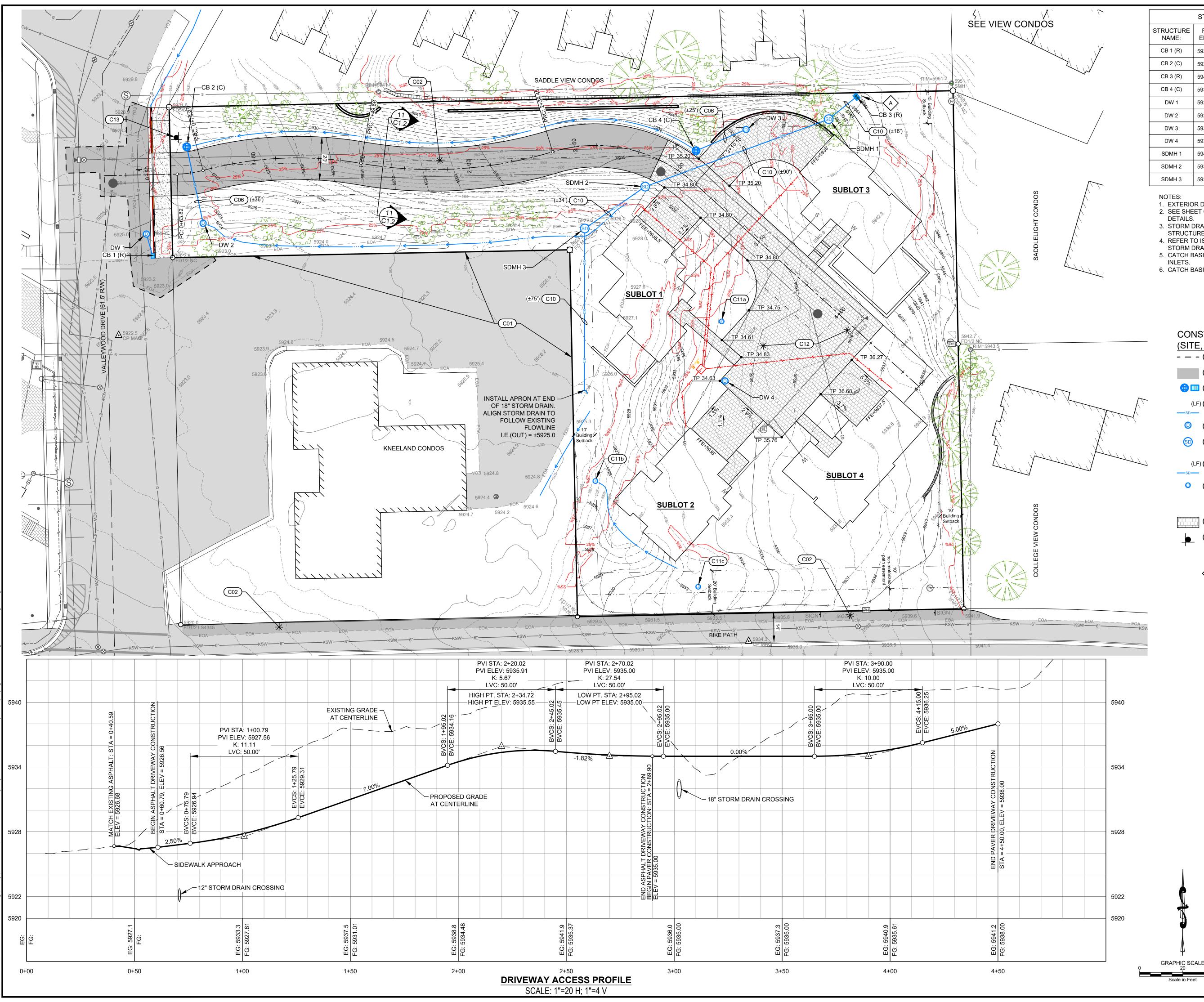
C0.2

SADDLE VIEW CONDOS 2.6%

ISTING ITEMS	
	Property Line
	Adjoiner's Lot Line
	Centerline
	5' Contour Interval 1' Contour Interval
— EOA— — —	Asphalt
	Conifer Tree
	Deciduous Tree
·····	Drainage Swale
G	GM = Gas Main
s	Sewer Main
(S) (D)	SMH = Sewer Manhole Drywell
	BOW = Back of Walk
-25%	LIP = Lip of Gutter







STORM SYSTEM STRUCTURE TABLE						
STRUCTURE NAME:	RIM ELEV.	I.E. (IN)	I.E. (OUT)	STATION & O/S		
CB 1 (R)	5923.56'		5920.46' (N)	STA: 0+52.30, 37.5 R		
CB 2 (C)	5926.23'		5922.23' (S)	STA: 0+70.00, 12.3 L		
CB 3 (R)	5944.25'		5940.25' (SW)	STA: 3+38.53, 80.1 L		
CB 4 (C)	5930.59'		5929.43' (NE)	STA: 3+01.73, 12.3 L		
DW 1	5924.51'	5920.25' (S)		STA: 0+48.94, 27.5 R		
DW 2	5922.50'	5920.50' (N)		STA: 0+71.62, 23.9 R		
DW 3	5930.06'	5928.90' (SW)		STA: 3+10.79, 34.5 L		
DW 4	5934.60'			STA: 3+81.76, 58.4 R		
SDMH 1	5940.37'	5935.40' (NE)	5935.30' (W)	STA: 3+35.95, 63.8 L		
SDMH 2	5934.55'	5930.20' (E)	5930.10' (SW)	STA: 2+89.45, 14.0 R		
SDMH 3	5927.90'	5925.50' (NE)	5925.40' (S)	STA: 2+48.38, 38.1 R		

NOTES:

1. EXTERIOR DIAMETER OF DRYWELLS (DW) ARE 6 FT. 2. SEE SHEET C1.2 FOR CATCH BASIN (CB), AND DRYWELL

DETAILS.

- 3. STORM DRAIN MANHOLES (SDMH) ARE CATCH BASIN STRUCTURES WITH A SOLID CIRCULAR LID.
- 4. REFER TO ISPWC SECTION 601 FOR CULVERT AND
- STORM DRAIN INSTALLATION STANDARDS. 5. CATCH BASINS DESIGNATED AS "(R)" HAVE RECTANGULAR
- INLETS. 6. CATCH BASINS DESIGNATED AS "(C)" HAVE CIRCULAR INLETS.

CONSTRUCTION KEY NOTES (SITE, GRADING, & DRAINAGE)

- - CO1 SAWCUT EXISTING ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
- C02 CONSTRUCT ASPHALT DRIVEWAY. SEE DETAIL 11 / C1.2.
- (INSTALL CATCH BASIN. SEE DETAIL 6 / C1.2. SEE STORM STRUCTURE SYSTEM TABLE.
- (LF) C06 INSTALL 12" ADS N-12 STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. SEE DETAIL 8 / C1.2 FOR -SD-TRENCHING SECTION.
- C07 INSTALL DRYWELL. SEE DETAIL 7 / C1.2. SEE STORM STRUCTURE SYSTEM TABLE. D
- C09 INSTALL STORM DRAIN MANHOLE. SEE DETAIL 6 / C1.2. (NOTE: LID IS SOLID) SD SEE STORM STRUCTURE SYSTEM TABLE.
- (LF) C10 INSTALL 18" ADS N-12 STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. SEE DETAIL 8 / C1.2 FOR TRENCHING SECTION.
- C11 INSTALL LANDSCAPE DRYWELL. SEE DETAIL 10 / C1.2. O a. RIM = 5934.4

b. RIM = 5925.5 c. RIM = 5933.0



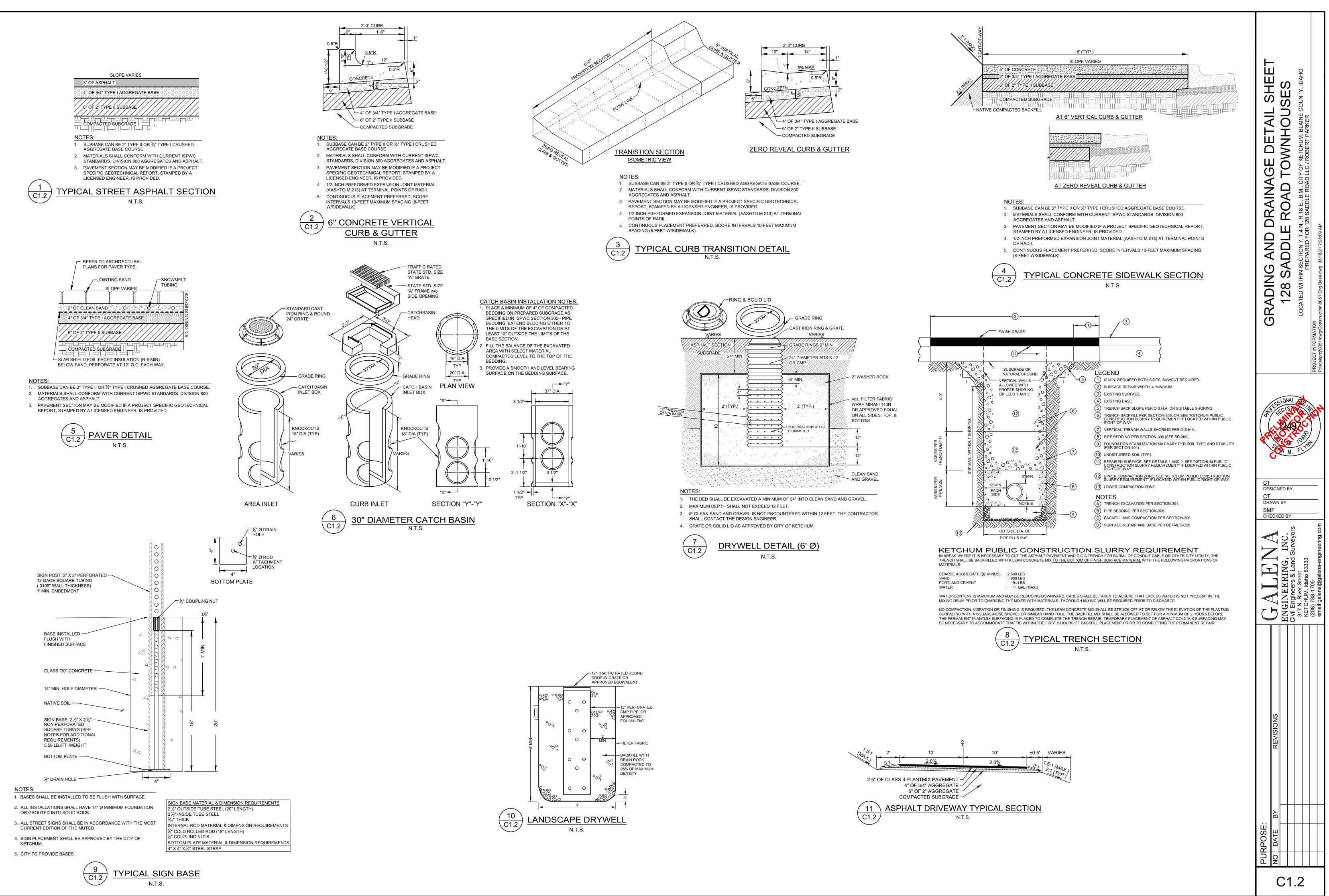
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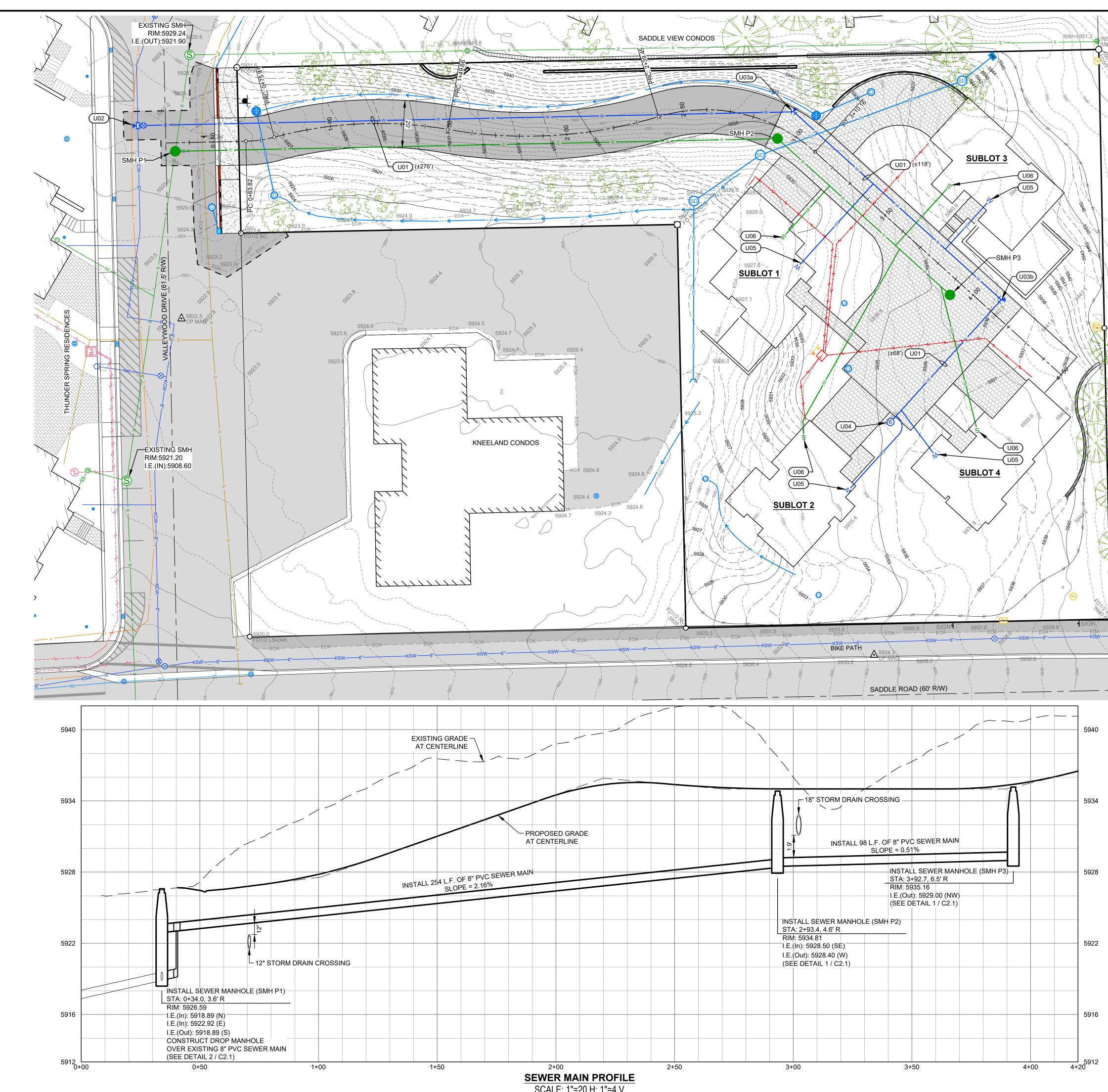
- C12 CONSTRUCT PAVER ROADWAY. SEE DETAIL 5 / C12. C13 INSTALL STOP / STREET SIGN. SEE DETAIL 9 / C1.2 FOR SIGN BASE DETAIL. COORDINATE FINAL LOCATION WITH CITY OF KETCHUM.
 - GRADE AS NECESSARY TO CAUSE OVERLAND STORM WATER TO FLOW INTO CATCH BASIN.

GENERAL NOTE:

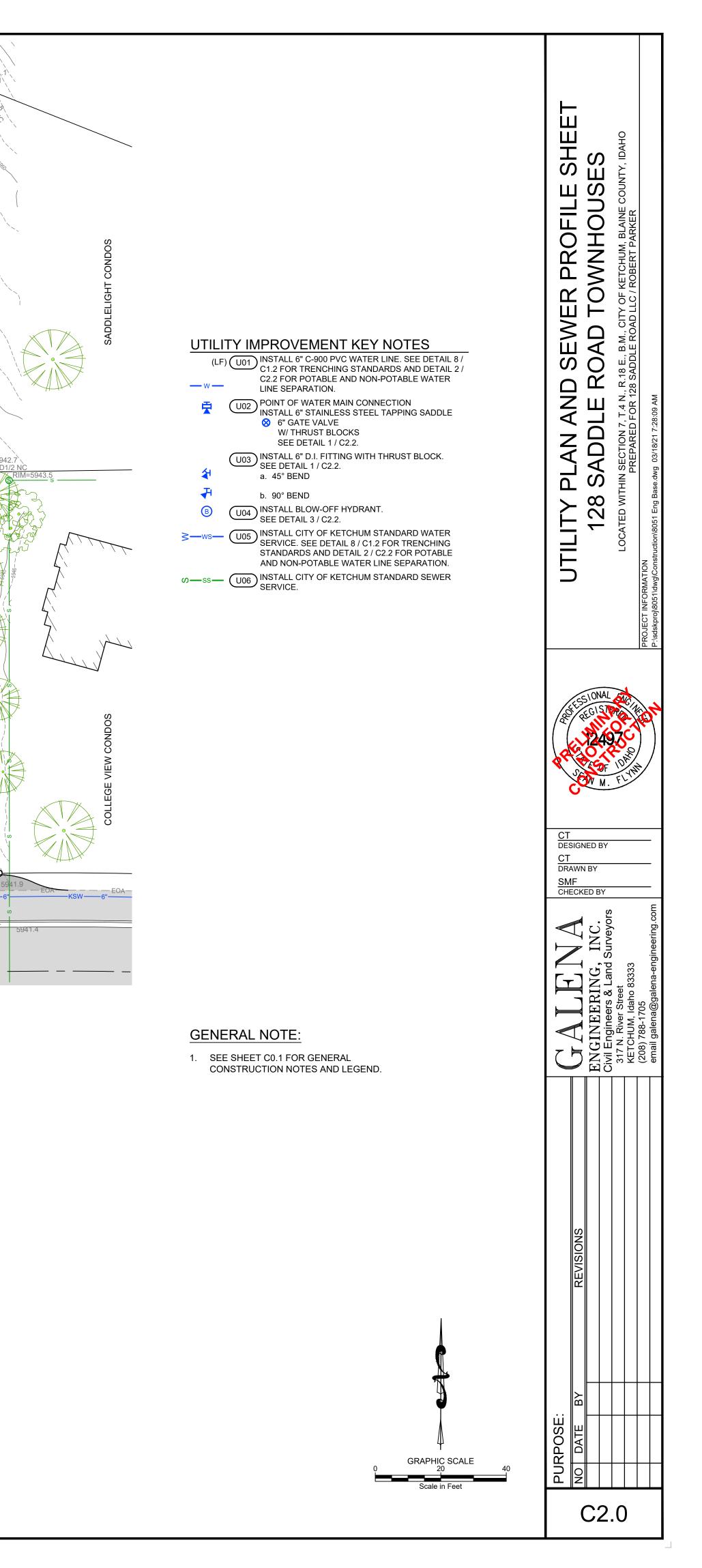
GRADIN က ^{_} Шí S S \square ຽ; ທ ***** LΨΟ $\sim = \cap$ ОЩф AND I AND I ADDL S ∞⊵ \mathbf{N} \square \cap \sim CT DESIGNED BY СТ DRAWN BY SMF CHECKED BY IEERING neers & Lan C1.1

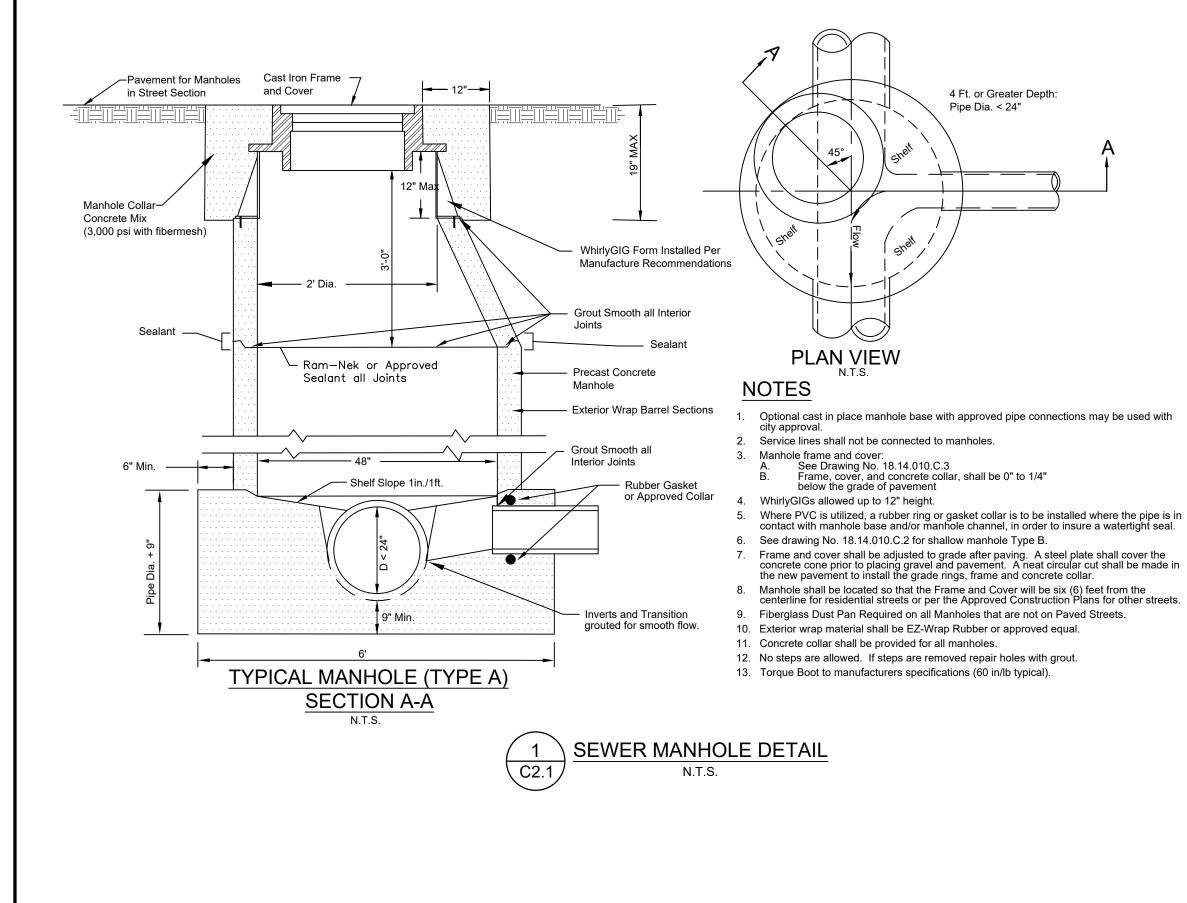
1. SEE SHEET C0.1 FOR GENERAL CONSTRUCTION NOTES AND LEGEND.

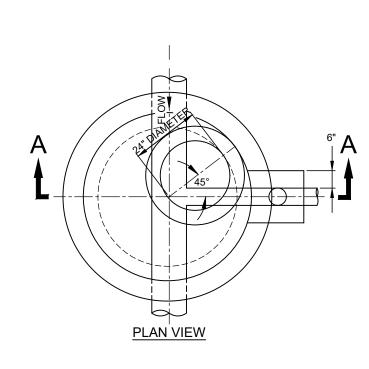


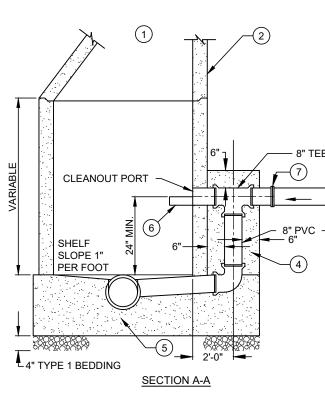


SCALE: 1"=20 H; 1"=4 V











I FGEND (1) FRAME AND COVER PER TYPICAL SEWER MANHOLE

- 2) MANHOLE PER TYPICAL SEWER MANHOLE DETAIL
- (4) CLASS 3000 psi CONCRETE, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- (5) CONCRETE BASE CAST IN PLACE PER ISPWC SECTION
- (6) EXTEND HALF PIPE DIAMETER INTO MANHOLE 12" MIN. 7) FLEXIBLE JOINT
- A) PLACE VERTICAL WALL ON UPSTREAM SIDE OF MANHOLE, ROTATED 45 DEGREES.
- MANHOLE FRAME AND COVER A. REFER TO STANDARD DRAWING SD-507. B. FRAME AND COVER SHALL BE FLUSH WITH
- SLOPE OF PAVEMENT. CONSTRUCT BASIC MANHOLE PER TYPE SPECIFIED GRADE RINGS NOT TO EXCEED 1-FOOT IN HEIGH
- WHERE PVC PIPE IS UTILIZED, A RUBBER RING OF GASKETED COLLAR IS TO BE INSTALLED WHERE THE PIPE IS IN CONTACT WITH MANHOLE BASE AND/OF MANHOLE CHANNEL, IN ORDER TO INSURE A
- NATERTIGHT SEAL (F) IF THE DROP MANHOLE IS ON THE UPSTREAM SIDE. ATE MANHOLE 180 DEGREES SO THE VERTICAL
- WALL WILL BE DOWNSTREAM. REFER TO STANDARD DRAWING NO SD-509 FOR STEP SPECIFICATIONS.
- H) OPTIONAL CAST-IN-PLACE MANHOLE BASE WITH APPROVED PIPE CONNECTIONS MAY BE USED WITH
- (I) PROVIDE MANHOLE CONCRETE REINFORCING TO ACCOMMODATE TRAFFIC LOADINGS
- (J) FITTINGS TO BE DUCTILE IRON.

ENGINEER'S APPROVAL.

SEWER CONSTRUCTION NOTES

ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC) AND THE CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ABOVE STANDARDS AND SPECIFICATIONS AND A SET OF PLANS STAMPED WITH THE DEQ APPROVAL STAMP AND A COPY OF THE DEQ APPROVAL LETTER ON SITE AT ALL TIMES DURING CONSTRUCTION.

- 2. ALL MAINS AND SERVICES SHALL COMPLY WITH IDAPA 58.01.08.542.07.a AND IDAPA 58.01.08.542.07.b WHICH ADDRESS THE REQUIREMENTS FOR SEPARATION DISTANCES BETWEEN POTABLE WATER LINES (INCLUDING MAINS AND SERVICE LINES) WITH NON-POTABLE LINES (SEE ILLUSTRATION OF THESE SEPARATION REQUIREMENTS ON SHEET C2.2). IN ADDITION, WATER MAINS SHALL BE CONSTRUCTED WITH AT LEAST 25 FEET HORIZONTAL SEPARATION FROM INFILTRATION TRENCHES AND DRY WELLS.
- 3. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- 4. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL EXISTING WATER AND SEWER MAINS AT ALL PROPOSED CROSSINGS. SOME RELOCATION OF WATER AND SEWER MAINS MAY BE REQUIRED IN ADDITION TO THOSE SHOWN ON THE PLANS.
- 5. POTABLE/NON-POTABLE CROSSINGS SHALL COMPLY WITH ISPWC STANDARD DRAWING NO. SD-407 AND IDAPA SECTION 58.01.08.542.07.
- 6. THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN ALL NECESSARY PERMITS PRIOR TO EXCAVATION.
- 7. ALL SEWER SERVICE STUBS SHALL BE MARKED AND CAPPED WITH A GREEN PAINTED METAL FENCE POST. SEWER SERVICE LINES SHALL BE PLACED AT A SLOPE OF 2%, WITH MARKERS PER ISPWC. CLEANOUTS ARE REQUIRED AT CHANGES IN ALIGNMENT, GRADE, AND MINIMUM 150' LENGTH.
- 8. ALL PIPE SHALL BE BEDDED WITH (ISPWC) TYPE I BEDDING MATERIAL.
- 9. TRENCHES SHALL BE BACK FILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- 10. THE CONTRACTOR SHALL PRESSURE TEST ALL SEWER MAINS AND SEWER SERVICE CONNECTIONS IN ACCORDANCE WITH THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" AND THE CITY OF KETCHUM STANDARDS. NO SEWER MAIN OR SERVICE SHALL BE BACKFILLED UNTIL THEY HAVE BEEN INSPECTED AND APPROVED BY THE CITY AND ENGINEER. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF TWENTY-FOUR (24) HOURS' NOTICE TO THE CITY AND ENGINEER PRIOR TO TESTING. REFER TO KETCHUM CODE SECTION 18.10.012.
- 11. ALL SEWER MAINS SHALL BE CONSTRUCTED OF PVC PIPE CONFORMING TO ASTM D3034 SDR 35. MINIMUM PIPE DIAMETER FOR GRAVITY SEWER MAINS SHALL BE 8-INCHES. MINIMUM SLOPE FOR 8-INCH SEWER MAIN SHALL BE 0.4%. INSTALL PIPE AT SLOPES INDICATED ON PLANS.
- 12. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ISPWC STANDARD DRAWING SD-501. MINIMUM DIAMETER SHALL BE 48 INCHES, AT ALL PIPE INTERSECTION, CHANGES IN ALIGNMENT, CHANGES IN GRADE, AND AT TERMINAL ENDS.

WATER MAIN CONSTRUCTION NOTES

- WATER MAIN AND SERVICE CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE CITY OF KETCHUM STANDARDS. NO WATER MAIN OR SERVICES SHALL BE BACKFILLED UNTIL THEY HAVE BEEN INSPECTED AND APPROVED BY THE CITY AND ENGINEER. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF TWENTY-FOUR (24) HOURS' NOTICE TO THE CITY AND ENGINEER PRIOR TO TESTING. REFER TO KETCHUM CODE SECTION 18.10.010.
- 2. WATER MAINS AND SERVICES SHALL HAVE A MINIMUM COVER OF SIX FEET (6.0'), MEASURED FROM FINISHED GRADE.
- 3. ALL 4" AND LARGER WATER MAINS SHALL BE CONSTRUCTED WITH AWWA C-900, CLASS 235 PVC PIPE. ALL WATER MAINS SHALL BE PRESSURE TESTED IN CONFORMANCE WITH ISPWC SECTION 401.3.6 AND THE CITY OF KETCHUM STANDARDS. TRACER WIRE SHALL BE NO. 12 GAUGE COPPER LOCATING WIRE INSULATED PER ISPWC SECTION 401 AND THE CITY OF KETCHUM SPECIFICATIONS.
- 4. SEE FLUSHING AND DISINFECTION REQUIREMENTS THIS SHEET. ALL BACTERIA TEST RESULTS SHALL BE SUBMITTED TO THE ENGINEER AND THE CITY OF KETCHUM WATER AND SEWER DEPARTMENT FOR FINAL APPROVAL AND ACCEPTANCE PRIOR TO ACTIVATION OF THE WATER MAIN AND SERVICES.
- 5. ALL WATER DISTRIBUTION AND WATER SERVICE INSTALLATION MATERIALS AND CHEMICALS USED TO DISINFECT POTABLE WATER COMPONENTS MUST BE COMPLIANT WITH ANSI/NSF STANDARD 60/61. ALL MATERIALS MUST BE COMPLIANT WITH THE LOW LEAD RULE (<0.25%Pb BY WEIGHT).
- 6. ALL TEES, PLUGS, CAPS AND BENDS SHALL BE SECURED AND ANCHORED BY SUITABLE THRUST BLOCKING (MECHANICAL RESTRAINTS ARE NOT ALLOWED). THRUST BLOCKS SHALL CONFORM TO ISPWC SD-403 AND THE CITY OF KETCHUM STANDARDS.
- 7. ALL VALVES SHALL BE GATE VALVES WITH NON-RISING STEM, "O" RING SEALS, AND TWO-INCH OPERATING NUTS MEETING AWWA STANDARDS PER ISPWC SECTION 402. ALL GATE VALVES LOCATED IN PAVEMENT SHALL BE FITTED WITH CAST IRON VALVE BOXES WITH CONCRETE COLLARS PER ISPWC SD-406 AND THE CITY OF KETCHUM SPEFICIATIONS.
- 8. ALL WATER MAIN FITTINGS SHALL BE DUCTILE IRON CONFORMING TO THE REQUIREMENTS OF AWWA C-110 FOR 250 PSI WORKING PRESSURE. JOINTS ON BURIED VALVES SHALL BE MECHANICAL JOINTS UNLESS OTHERWISE NOTED. FLANGED JOINTS SHOULD IN GENERAL BE AVOIDED UNDERGROUND.
- 9. FIRE HYDRANTS SHALL CONFORM WITH THE CITY OF KETCHUM STANDARDS.
- 10. ALL TAPPING SADDLES SHALL BE CONSTRUCTED FROM T-304 STAINLESS STEEL WITH ANSI/AWWA C-207 CLASS 150 FLANGES, ALL WELDS SHALL CONFORM TO ASTM A-380, THE TEST OUTLET SHALL BE 3/4" NPT WITH 3/4" NPT PLUG.
- 11. ALL WATER MAINS SHALL COMPLY WITH IDAPA 58.01.08.542.07.a AND IDAPA 58.01.08.542.07.b WHICH ADDRESS THE REQUIREMENTS FOR SEPARATION DISTANCES BETWEEN POTABLE WATER LINES (INCLUDING MAINS AND SERVICE LINES) WITH NON-POTABLE LINES (SEE ILLUSTRATION OF THESE SEPARATION REQUIREMENTS ON SHEET C2.4). IN ADDITION, WATER MAINS SHALL BE CONSTRUCTED WITH AT LEAST 25 FEET HORIZONTAL SEPARATION FROM INFILTRATION TRENCHES AND DRY WELLS.
- 12. ALL WATER SERVICES SHALL BE IN COMPLIANCE WITH ISPWC SECTION 404 AND THE CITY OF KETCHUM STANDARDS. A USC EC APPROVED REDUCED PRESSURE BACKFLOW ASSEMBLY (RPBA) SHALL BE INSTALLED ON PRIMARY SERVICE CONNECTIONS (INCLUDING FIRE SUPPRESSION SERVICES, IF APPLICABLE) IN ACCORDANCE WITH THE CITY OF KETCHUM WATER DEPARTMENT, FIRE MARSHAL, PLUMBING BUREAU, AND STATE OF IDAHO BACKFLOW PREVENTION REQUIREMENTS. IN AREAS WHERE MULTIPLE WATER SERVICE LINES ARE IN SAME TRENCH SEPARATE LINES BY 6".
- 13. THE CONTRACTOR SHALL KEEP THE EXISTING WATER DISTRIBUTION SYSTEM LIVE, TO THE GREATEST EXTENT POSSIBLE, WHILE INSTALLING THE NEW WATER MAIN AND SERVICES MINIMIZING DISRUPTION TO EXISTING WATER SYSTEM USERS. THE NEW WATER MAIN AND SERVICES SHALL BE INSTALLED, BACKFILLED, PRESSURE TESTED AND DISINFECTED AND FLUSHED PRIOR TO CONNECTING THE NEW MAIN TO THE EXISTING MAIN. THE MAXIMUM ALLOWABLE SERVICE OUTAGE FOR ANY SHUTDOWN IS 4 HOURS.
- 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROMPTLY REMOVING AND DISPOSING OF WATER ENTERING THE TRENCH DURING THE TIME THE TRENCH IS BEING PREPARED FOR INSTALLATION OF THE UTILITY, INCLUDING COMPLETION OF BACKFILL OF THE PIPE ZONE, AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL DISPOSE OF THE WATER IN A SUITABLE MANNER WITHOUT CAUSING DAMAGE TO PROPERTY.
- 15. EXTRA FITTINGS MAY BE NECESSARY IN ADDITION TO THOSE SHOWN HEREON TO CONTROL ELEVATION AND AVOID UNDERGROUND CONFLICTS.

FLUSHING AND DISINFECTION

- A. FLUSHING PRIOR TO DISINFECTION
- 2. USE A MINIMUM FLUSHING VELOCITY IN THE MAIN OF 2.5 FEET/SECOND.

- IS IN GOOD CONDITION.
- B. DISINFECTION OF WATER PIPES
- 1. GENERAL.
- c. DISINFECT ALL WATER PIPES AND APPURTENANCES PRIOR TO PLACING IN SERVICE.
- 2. FORM OF CHLORINE USED TO BE PRE-APPROVED BY THE ENGINEER. a. LIQUID CHLORINE
- 2) STANDARD: ANSI/AWWA B 301.
- 4) AUTHORIZATION: ONLY WITH WRITTEN AUTHORIZATION OF THE ENGINEER. b. SODIUM HYPOCHLORITE.
- 2) STANDARD: ANSI/AWWA B 300. c. CALCIUM HYPOCHLORITE.
- 2) STANDARD: ANSI/AWWA B 300. 3. METHODS OF CHLORINATION USED TO BE PRE-APPROVED BY THE ENGINEER.
- a. TABLET OR GRANULE METHOD.
- 1) SOLUTION STRENGTH: 25 MG/L MINIMUM. JOINT STEEL PIPE
- AND AT 500-FOOT INTERVALS. 4) GRANULAR QUANTITY: REFER TO TABLE 2
- 6) TABLET QUANTITY: REFER TO TABLE 3 (1) ADJUST FOR PIPE LENGTH OTHER THAN 18 FEET.
- b. CONTINUOUS FEED METHOD. 1) SOLUTION STRENGTH: DOSE AT 25 MG/L FOR 4 HOURS. 2) RESIDUAL: 10 MG/L AT 24 HOURS.
- 3) DOSING METHODS:
- b) DIRECT FEED: NOT ALLOWED. d) CALCIUM HYPOCHLORITE GRANULES: REFER TO PREVIOUS SECTION.
- c. SLUG METHOD.
- 1) SOLUTION STRENGTH: 100 MG/L. 2) DOSING METHODS: PER ENGINEER'S DIRECTION.

C. FINAL FLUSHING.

- 2. DISPOSAL OF FLUSHING WATER TO BE DONE IN A MANNER SO THAT IT DOES NOT: a. REACH SURFACE WATERS OR WATERS OF THE STATE
- b. DAMAGE SURROUNDING PROPERTIES
- D. BACTERIOLOGICAL TESTS.
- TAKE 2 SAMPLES FROM EACH LOCATION AT LEAST 24 HOURS APART.
- E. REDISINFECTION.
- F. SWABBING

TABLE 1 REQUIRED FLOW AND OPENINGS TO FLUSH PIPELINES 40 PSI RESIDUAL PRESSURE IN WATER MAIN (1)

	Flow Required to Produce 2.5 fps (approx)	Size of Tap (inch) (1) (1-1/2) (2)			Hydrant Outlets	
Pipe Diam. (inch)	Velocity in Main, (Gpm)	Number of taps on pipe (2)			Number	Size in (inch)
4	100	1			1	2-1/2
6	220		1		1	2-1/2
8	400		2	1	1	2-1/2
10	600		3	2	1	2-1/2
12	900			2	2	2-1/2
16	1600			4	2	2-1/2
1)	With a 40 psi pressure in the main with the hydrant flowing to atmosphere, a 2- 1/2 inch hydrant outlet will discharge approximately 1,000 gpm and a 4-1/2 inch hydrant will discharge approximately 2500 gpm.					
2)	Number of taps on pipe based on discharge through 5 feet of galvanized iron (GI) pipe with one 90° elbow.					

1. BEFORE CHLORINATION, FLUSH THE MAINS THOROUGHLY AFTER THE PRESSURE AND LEAKAGE TEST ARE COMPLETE.

3. IF NO HYDRANT IS INSTALLED AT THE END OF THE MAIN, PROVIDE A TAP OF THE SIZE SUFFICIENT TO PRODUCE A VELOCITY IN THE MAIN OF AT LEAST 2.5 FEET/SECOND. 4. TABLE 1 SHOWS THE RATES OF FLOW REQUIRED TO PRODUCE A VELOCITY OF 2.5 FEET/SECOND IN VARIOUS SIZE PIPES. 5. EXERCISE EXTREME CARE AND CONDUCT A THOROUGH INSPECTION DURING THE WATER MAIN LAYING TO PREVENT AND DETECT SMALL STONES, PIECES OF CONCRETE PARTICLES OF MATERIAL, OR OTHER FOREIGN MATERIAL THAT MAY HAVE ENTERED THE MAINS. 6. CLEAN LARGE MATERIAL BY FLUSHING AND INSPECTING ALL HYDRANTS ON THE LINES TO ENSURE THAT THE ENTIRE VALVE OPERATING MECHANISM OF EACH HYDRANT

a. COMPLY WITH ANSI/AWWA C 651: DISINFECTING WATER MAINS, THESE SPECIFICATIONS, AND ENGINEER'S DIRECTION b. KEEP THE INTERIOR OF ALL PIPE, FITTINGS AND APPURTENANCES FREE FROM DIRT, HEAVY AND FOREIGN PARTICLES

1) FORM: LIQUID CONTAINING 100% AVAILABLE CHLORINE UNDER PRESSURE IN STEEL CONTAINERS.

3) EXECUTION: USED ONLY BY TRAINED PERSONNEL WITH APPROPRIATE GAS-FLOW CHLORINATORS AND EJECTORS.

1) FORM: LIQUID CONTAINING APPROXIMATELY 5% TO 15% AVAILABLE CHLORINE.

1) FORM: GRANULAR OR IN 5G TABLETS CONTAINING APPROXIMATELY 65% AVAILABLE CHLORINE BY WEIGHT.

2) USE: ONLY IF THE PIPES AND APPURTENANCES ARE KEPT CLEAN AND DRY DURING CONSTRUCTION. DO NOT USE SOLVENT WELDED PLASTIC OR SCREWED 3) PLACEMENT WHEN USING GRANULES: DURING CONSTRUCTION, PLACE CALCIUM HYPOCHLORITE GRANULES AT THE UPSTREAM END OF EACH BRANCH MAIN,

5) PLACEMENT WHEN USING TABLETS: DURING CONSTRUCTION, PLACE 5G CALCIUM HYPOCHLORITE TABLES IN EACH SECTION OF PIPE AND ALSO PLACE ONE TABLET IN EACH HYDRANT, HYDRANT BRANCH AND OTHER APPURTENANCES. ATTACH TABLETS TO THE INSIDE OF THE PIPE USING AN ADHESIVE SUCH AS PERMATEX NO. 2 OR APPROVED SUBSTITUTION. ASSURE NO ADHESIVE IS ON THE TABLET EXCEPT ON THE BROAD SIDE ATTACHED TO THE SURFACE OF THE PIPE. ATTACH ALL THE TABLETS AT THE INSIDE TIP OF THE MAIN, WITH APPROXIMATELY EQUAL NUMBERS OF TABLETS AT EACH END OF A GIVEN PIPE LENGTH. IF THE TABLES ARE ATTACHED BEFORE THE PIPE SECTION IS PLACED IN THE TRENCH, MARK THEIR POSITION ON THE SECTION SO IT CAN BE READILY DETERMINED THAT THE PIPE IS INSTALLED WITH THE TABLES AT THE TOP.

(2) BASED ON 3.25G AVAILABLE CHLORINE PER TABLET.

7) FILLING PROCEDURE: WHEN GRANULE OR TABLET INSTALLATION HAS BEEN COMPLETED, FILL THE MAIN WITH CLEAN WATER AT A VELOCITY NOT EXCEEDING 1 FPS. TAKE PRECAUTIONS TO ASSURE THAT AIR POCKETS ARE ELIMINATED. LEAVE THIS WATER IN THE PIPE FOR AT LEAST 24 HOURS. IF THE WATER TEMPERATURE IS LESS THAN 41° F, LEAVE THE WATER IN THE PIPE FOR AT LEAST 48 HOURS. POSITION VALVE SO THAT THE CHLORINE SOLUTION IN THE MAIN BEING TREATED WILL NOT FLOW INTO WATER MAINS IN ACTIVE SERVICE.

a) LIQUID CHLORINE: SOLUTION FEED VACUUM-OPERATED CHLORINATOR IN COMBINATION WITH A BOOSTER PUMP

c) HYPOCHLORITE SOLUTION: CHEMICAL FEED PUMP DESIGNED FOR FEEDING CHLORINE SOLUTIONS.

4) FILLING PROCEDURE: USE APPROVED SOURCE TO FLOW CLEAN WATER AT A CONSTANT, MEASURED RATE INTO THE NEWLY LAID WATER MAIN. FILL AT A POINT NOT MORE THAN 10 FEET DOWNSTREAM FROM THE BEGINNING OF THE NEW MAIN. MEASURE THE CHLORINE CONCENTRATION AT REGULAR INTERVALS AND ENSURE A 25 MG/L DOES. POSITION VALVES SO THAT THE CHLORINE SOLUTION IN THE MAIN BEING TREATED DOES NOT FLOW INTO WATER MAINS IN ACTIVE SERVICE. DO NOT STOP CHLORINE APPLICATION UNTIL THE ENTIRE MAIN IS FILLED WITH CHLORINATED WATER. RETAIN THE CHLORINATED WATER IN THE MAIN FOR AT LEAST 4 HOURS, OPERATING ALL VALVES AND HYDRANTS IN THE SECTION TREATED. AT THE END ON THE 24 HOUR PERIOD, VERIFY THE TREATED WATER IN ALL PORTIONS OF THE MAIN HAS RESIDUAL OF 10 MG/L FREE CHLORINE

3) FILLING PROCEDURE: USE APPROVED SOURCE TO FLOW CLEAN WATER AT A CONSTANT, MEASURED RATE INTO THE NEWLY LAID WATER MAIN. FILL AT A POINT NOT MORE THAN 10 FEET DOWNSTREAM FROM THE BEGINNING OF THE NEW MAIN. MEASURE CONCENTRATION AT REGULAR INTERVALS TO ENSURE 100 MG/L DOSE APPLY THE CHLORINE CONTINUOUSLY AND FOR THE TIME REQUIRED TO DEVELOP A SOLID COLUMN OR "SLUG" OF CHLORINATED WATER THAT WILL. AS IT MOVES THROUGH THE MAIN, EXPOSE ALL INTERIOR SURFACES TO A 100 MG/L FOR AT LEAST 3 HOURS. MEASURE THE CHLORINE RESIDUAL IN THE SLUG AS IT MOVES THROUGH THE MAIN. IF AT ANY TIME IT DROPS BELOW 50 MG/L, STOP FLOW AND RELOCATE CHLORINATION EQUIPMENT AT THE HEAD OF THE SLUG, AND AS FLOW IS RESUMED, ADD CHLORINE TO RESTORE THE FREE CHLORINE IN THE SLUG TO NOT LESS THAN 100 MG/L. AS THE CHLORINATED WATER FLOWS PAST FITTINGS AND VALVES, OPERATE VALVES AND HYDRANTS TO DISINFECT APPURTENANCES AND PIPE BRANCHES.

1. AFTER THE RETENTION PERIOD, FLUSH THE CHLORINATED WATER FROM THE MAIN UNTIL CHLORINE MEASUREMENTS SHOW THAT THE CONCENTRATION IN THE WATER LEAVING THE MAIN IS NO HIGHER THAN THAT IN THE SYSTEM, OR IS ACCEPTABLE FOR DOMESTIC USE.

c. TAKE PLACE DURING PERIODS WHEN THE AMBIENT TEMPERATURE IS ABOVE 85° WITHOUT PRIOR APPROVAL OF THE ENGINEER

3. IF WATER CAN NOT BE RETAINED ON SITE AND IF IT IS NOT ALLOWED TO ENTER THE SANITARY SEWER COLLECTION SYSTEM, WATER SHALL BE DECHLORINATED TO HAVE A MAXIMUM AVAILABLE CHLORINE CONCENTRATION OF 0.13 MG/L AND THE APPROPRIATE PRIVATE, FEDERAL AND STATE DISCHARGE AND DISPOSAL APPROVALS SHALL BE ACQUIRED PRIOR TO COMMENCEMENT OF FLUSHING ACTIVITIES. SHOULD THERE BE A POTENTIAL FOR THE GROUNDWATER RULE TO BE VIOLATED AS A RESULT OF A CHLORINATED DISCHARGE THE ENGINEER SHALL COORDINATE DISPOSAL WITH REGIONAL DEQ STAFF PRIOR TO FLUSHING.

1. AFTER FINAL FLUSHING AND BEFORE THE WATER MAIN IS PLACED IN SERVICE, TEST SAMPLES COLLECTED FROM THE MAIN(S) FOR COLIFORM BACTERIA. 2. UNLESS OTHERWISE DIRECTED BY THE ENGINEER, COLLECT SAMPLES FROM EACH 1,200 FEET ON THE NEW MAIN AND ONE FROM EACH BRANCH.

1. IF THE INITIAL DISINFECTION FAILS TO PRODUCE APPROVED BACTERIOLOGICAL SAMPLES, REFLUSH AND RESAMPLE THE MAIN. 2. IF CHECK SAMPLES SHOW BACTERIAL CONTAMINATION, RE-CHLORINATE THE MAIN UNTIL APPROVED RESULTS ARE OBTAINED.

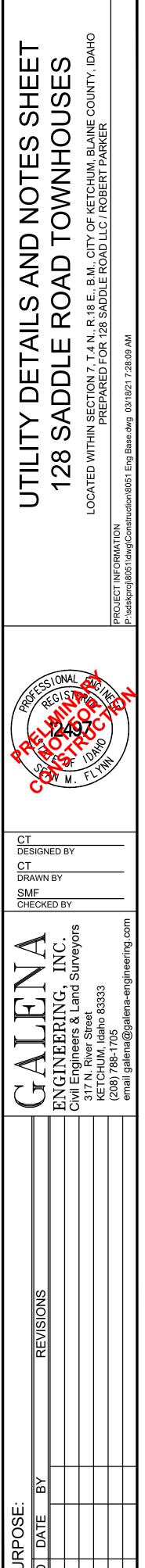
1. IF CONNECTIONS ARE NOT DISINFECTED ALONG WITH THE NEWLY INSTALLED MAIN, SWAB OR SPRAY THE INTERIOR OF ALL PIPES AND FITTINGS USED IN MAKING THE CONNECTIONS WITH A 1% HYPOCHLORITE SOLUTION BEFORE INSTALLATION.

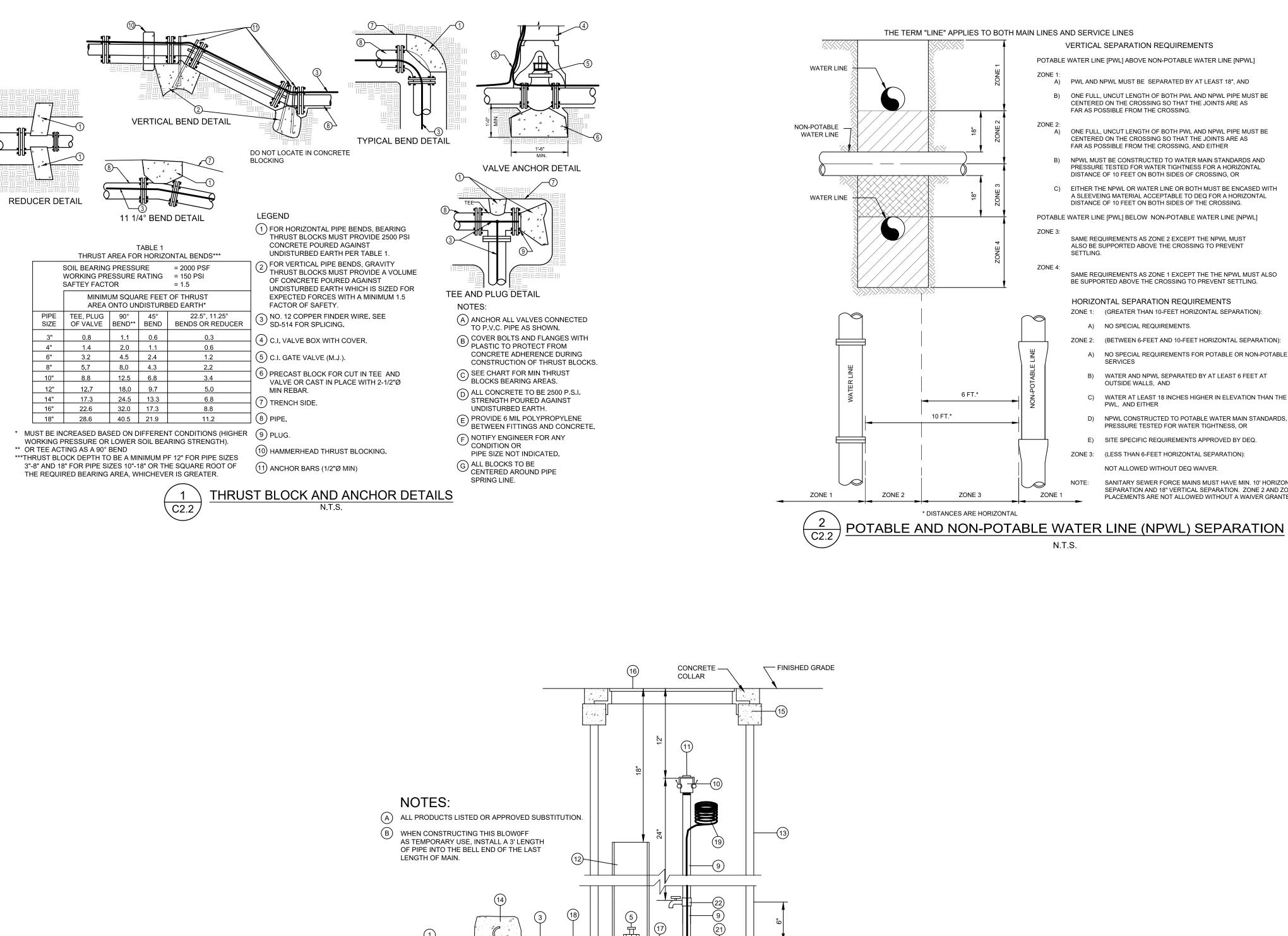
TABLE 2 OUNCES OF GRANULES				
Pipe Diameter	Amount			
(inches)	(ounces)			
4	1.7			
6	3.8			
8	6.7			
10	10.5			
12	15.1			
16	26.8			
18	34.0			
20	41.9 60.4			
24				

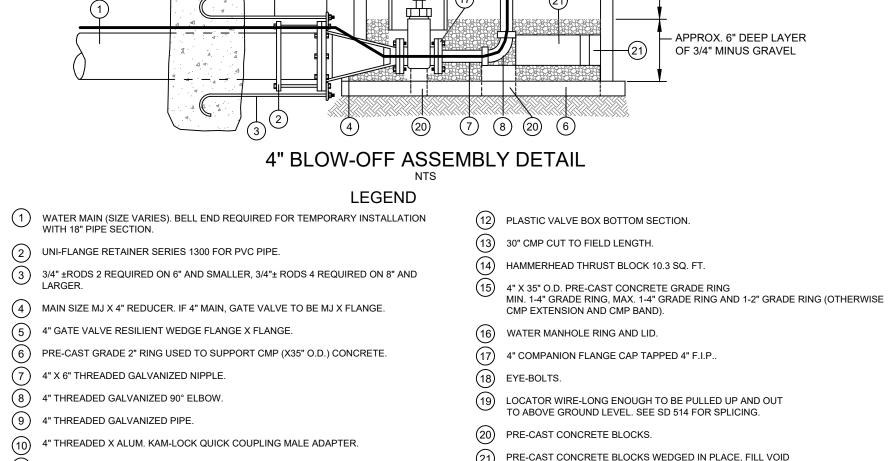
NUMBER OF TABLETS (1)				
Pipe Diameter	Number of 5g Tablets (2)			
(inches)				
4	1			
6	1			
8	2 3			
10				
12	4			
16	6			
18	7			
20	9			
24	10			

24

TABLE 3







- (20) PRE-CAST CONCRETE BLOCKS. PRE-CAST CONCRETE BLOCKS WEDGED IN PLACE, FILL VOID BETWEEN TILE AND BLOCKS. (22) 1/4" DRAIN VALVE WITH SADDLE (1/4 TURN TO OPEN).

– APPROX. 6" DEEP LAYER

OF 3/4" MINUS GRAVEL

- (19) LOCATOR WIRE-LONG ENOUGH TO BE PULLED UP AND OUT TO ABOVE GROUND LEVEL. SEE SD 514 FOR SPLICING.

4" BLOW-OFF ASSEMBLY DETAIL (ISPWC SD-405)

N.T.S.

- (11) 4" KAM-LOCK CAP.

C2.2

A١	ND SERVI	CE LINES
١	/ERTICAL	SEPARATION REQUIREMENTS
E	WATER LIN	E [PWL] ABOVE NON-POTABLE WATER LINE [NPWL]
)	PWL AND N	IPWL MUST BE SEPARATED BY AT LEAST 18", AND
)	CENTERE	UNCUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE ON THE CROSSING SO THAT THE JOINTS ARE AS SSIBLE FROM THE CROSSING.
)	CENTERED	UNCUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE ON THE CROSSING SO THAT THE JOINTS ARE AS SSIBLE FROM THE CROSSING, AND EITHER
)	PRESSURE	T BE CONSTRUCTED TO WATER MAIN STANDARDS AND TESTED FOR WATER TIGHTNESS FOR A HORIZONTAL OF 10 FEET ON BOTH SIDES OF CROSSING, OR
)	A SLEEVEI	E NPWL OR WATER LINE OR BOTH MUST BE ENCASED WITH NG MATERIAL ACCEPTABLE TO DEQ FOR A HORIZONTAL OF 10 FEET ON BOTH SIDES OF THE CROSSING.
E	WATER LIN	E [PWL] BELOW NON-POTABLE WATER LINE [NPWL]
:		UIREMENTS AS ZONE 2 EXCEPT THE NPWL MUST UPPORTED ABOVE THE CROSSING TO PREVENT
:		UIREMENTS AS ZONE 1 EXCEPT THE THE NPWL MUST ALSO RTED ABOVE THE CROSSING TO PREVENT SETTLING.
	HORIZO	NTAL SEPARATION REQUIREMENTS
	ZONE 1:	(GREATER THAN 10-FEET HORIZONTAL SEPARATION):
	A)	NO SPECIAL REQUIREMENTS.
	ZONE 2:	(BETWEEN 6-FEET AND 10-FEET HORIZONTAL SEPARATION):
	A)	NO SPECIAL REQUIREMENTS FOR POTABLE OR NON-POTABLE SERVICES
	B)	WATER AND NPWL SEPARATED BY AT LEAST 6 FEET AT OUTSIDE WALLS, AND
	C)	WATER AT LEAST 18 INCHES HIGHER IN ELEVATION THAN THE PWL, AND EITHER
	D)	NPWL CONSTRUCTED TO POTABLE WATER MAIN STANDARDS, AND PRESSURE TESTED FOR WATER TIGHTNESS, OR
	-	

E) SITE SPECIFIC REQUIREMENTS APPROVED BY DEQ. ZONE 3: (LESS THAN 6-FEET HORIZONTAL SEPARATION): NOT ALLOWED WITHOUT DEQ WAIVER.

SANITARY SEWER FORCE MAINS MUST HAVE MIN. 10' HORIZONTAL SEPARATION AND 18" VERTICAL SEPARATION. ZONE 2 AND ZONE 3 PLACEMENTS ARE NOT ALLOWED WITHOUT A WAIVER GRANTED BY DEQ.

		128 SADDLE ROAD TOWNHOUSES	LOCATED WITHIN SECTION 7, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO PREPARED FOR 128 SADDLE ROAD LLC / ROBERT PARKER	PROJECT INFORMATION P:\sdskproj\8051\dwg\Construction\8051 Eng Base.dwg_03/18/21 7:28:09 AM			
Col Col	CT DESIGNED BY CHECKED BY						
CT DR/							
		ENGINEERING, INC.	XETCHUM, Idaho 83333	(208) 788-1705 email galena@galena-engineering.com			
	REVISIONS						
PURPOSE:	NO DATE BY						
	C2.2						

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SADDLE ROAD RESIDENCES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this _____ day of _____, 2021, by 128 Saddle Road, LLC, an Idaho limited liability company ("<u>Declarant</u>").

RECITALS

THIS DECLARATION IS MADE in contemplation and furtherance of the following:

A. Declarant is the owner of certain real property in the City of Ketchum, Blaine County, Idaho, known as SADDLE ROAD RESIDENCES, according to the official plat thereof, recorded in the records of Blaine County, Idaho.

B. Consistent with all applicable ordinances of the City of Ketchum, and the Covenants, Conditions and Restrictions herein provided for, Declarant intends to develop and construct four (4) Townhome Sublots, Townhome Units, and related Common Areas on the property contained within Saddle Road Residences, in such phases and at such times as Declarant determines.

DECLARATION

Declarant hereby declares that all of the property within Saddle Road Residences, including all Townhome Sublots, Townhome Units, and Common Areas now or hereafter situated therein, and all improvements constructed and installed thereon, shall be held, conveyed, encumbered, leased, and used subject to the covenants, conditions, restrictions and equitable servitudes hereinafter set forth, all of which shall run with title to said real property and be binding upon, and benefit, all parties presently owning, or hereafter acquiring any right, title or interest therein, or to any part thereof.

ARTICLE I DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the following meaning:

Section 1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time.

Section 1.2 "Assessments" shall mean all annual and special assessments described in Article VI.

Section 1.3 "Association" shall mean and refer to Saddle Road Residences Owners Association, Inc., a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 1.4 "Board of Directors" shall mean and refer to the Board of Directors of the Association, as provided for and governed by the Articles and Bylaws.

Section 1.5 "Bylaws" shall mean and refer to the Bylaws duly adopted for the Association, as the same may be amended from time to time.

Section 1.6 "Common Area" shall mean all property so designated on the official subdivision plat for the townhome subdivision under the purview of this Declaration, and all other real property hereafter owned or leased by the Association for such common purposes, or in which the Association acquires a license or an easement.

Section 1.7 "Design Review Committee" shall mean the committee which may, at the discretion of the Board, be created pursuant to Article VII hereof, and may be hereinafter referred to as the "DRC."

Section 1.8 "Improvement" shall mean and refer to all Townhome Units, other structures and landscaping proposed for, or constructed or installed on, any Sublot or Common Area, and all subsequent additions and exterior alterations thereto.

Section 1.9 "Member" shall mean a member of the Association, who shall be an Owner of a Sublot and shall qualify for membership in the Association in the manner set forth in the Articles, Bylaws and Article V hereof. There shall be only one (1) membership in the Association for each Sublot.

Section 1.10 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Sublot; provided, however, that the term "Owner" shall not include those having only a security interest in an Sublot through a lien, encumbrance, deed of trust, mortgage, or other similar security instrument.

Section 1.11 "Plat" shall mean and refer to the official recorded final plat of Saddle Road Residences.

Section 1.12 "Subdivision" or Townhome Subdivision" shall mean and refer to Saddle Road Residences.

Section 1.13 "Sublots," "Townhome Sublots" or "Townhouse Sublots" shall interchangeably mean and refer to Sublots shown on the official plat the Subdivision, expressly including all four (4) sublots shown on the Plat of Saddle Road Residences.

Section 1.14 "Townhome" or "Townhome Unit" shall interchangeably mean and refer to a single-family townhome or townhouse residential unit, as defined in the subdivision ordinance and zoning ordinance of the City of Ketchum, which is constructed and maintained on a Sublot, and is subject to this Declaration.

ARTICLE II PROJECT DEVELOPMENT

Section 2.1 <u>Declarant Construction Activities.</u> The covenants, conditions and restrictions contained herein shall not apply to normal construction activities during the completion of Common Area improvements, or to the construction of Townhomes and related Improvements by the Declarant, its assignees and successors, employees or contractors, upon any Sublot or Common Area, provided that such Townhomes and other Improvements have, prior to the commencement of construction, received the approval of the City of Ketchum. Further, no such construction activity shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary construction structures, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence; conforms to usual construction practices in the area; and complies with all provisions of the Ketchum City Code regulating construction activities.

Section 2.2 <u>Project Development.</u> Declarant, or its successor or assigns, shall construct, or cause to be constructed a Townhome on each Sublot, and all Common Area Improvements, pursuant to plans and specifications approved by the City of Ketchum, Idaho. Such construction may be completed in such phases and at such times as Declarant, its assignees or successors, determines.

ARTICLE III GENERAL RESTRICTIONS AND PROVISIONS

Section 3.1 <u>Residential Purposes.</u> Each Sublot shall be restricted exclusively to a single-family Townhome residence, landscaping, accessory uses and Improvements. No modular home, manufactured home, trailer, mobile home, camper, motorhome, recreational vehicle, tent, shack, carport, garage or other similar vehicle, structure or improvement shall be used as a residence,

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SADDLE ROAD RESIDENCES - 3

either temporarily or permanently, on any Sublot. Each Townhome shall include garaged parking for two (2) automobiles. All Sublots, and the Townhomes, landscaping and Improvements thereon, shall be kept and maintained in good condition and repair at all times.

Section 3.2 <u>DRC Approval.</u> All Townhomes and other Improvements and landscape constructed, erected or installed on any Sublot or Common Area, and all subsequent modifications, removals, extensions and expansions thereof, and all exterior alterations, attachments, accessories and appurtenances thereto, shall be consistent with the provisions of this Declaration, and shall not be undertaken, commenced, constructed or installed without the prior written approval of the DRC, unless expressly exempted from such approval by the terms of this Declaration.

Section 3.3 <u>Construction Site.</u> Anything contained herein to the contrary notwithstanding, it shall be permissible for the Declarant, during any period of construction of a Townhome on any Sublot, to maintain upon said Sublot such facilities as may be reasonably required, convenient or incidental to construction or sales activities, including, without limitation, construction equipment, materials storage area, temporary construction shed or trailer, or Townhome sales office.

Section 3.4 Routine Exterior Townhome Maintenance. In accordance with, and subject to the provisions of Section 5.7 and Article VII, the Association shall keep the exterior of the Townhome, and the landscaping and improvements on the Sublot on which the Townhome is situated, in good condition and repair. Without limiting the foregoing, Association shall, as necessary, repair, replace, repaint and otherwise keep in excellent condition all landscaping and exterior Townhome surfaces, including siding and trim; roofing element and materials; patios and decks; and exterior windows. It is the intent of this provision that each Townhome and Sublot be at all times maintained at a level which is consistent with the condition of other Townhomes within the Subdivision. Notwithstanding the foregoing, in the event that the need for maintenance or repair of a Townhome is caused through or by the negligent or willful act or omission of a Townhome Unit Owner or Occupant, then the expenses incurred by the Association for such maintenance or repair shall be a personal obligation of such Townhome Unit Owner; and, if the Townhome Unit Owner fails to repay the expenses incurred by the Association within fifteen (15) days after notice to the Townhome Unit Owner of the amount owed, then the failure to so repay shall be a default by the Townhome Unit Owner, and such expenses shall automatically become a default Assessment determined and levied against such Townhome Unit, enforceable by the Association in accordance with this Declaration.

Section 3.5 <u>Animals and Pets.</u> No animals of any kind shall be raised, bred or kept in or on any Townhome or Sublot, except dogs, cats, or similar

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SADDLE ROAD RESIDENCES - 4

household pets which are not kept, bred or maintained for any commercial purpose, do not endanger the health of other residents, are not allowed off the Sublot of the pet's owner except when leashed or under someone's direct control, and do not, in the sole determination of the Association, unreasonably disturb the occupants of any other Townhome, or otherwise constitute a nuisance.

Section 3.6 <u>Signs and Business Activities.</u> No advertising signs, billboards, commercial equipment, materials or supplies shall be erected, placed or permitted to remain on any Sublot or Common Area; provided, however, that this provision shall not prohibit the Declarant from erecting and maintaining temporary "for sale" signage while the Declarant still has Sublots and Townhomes for sale, nor shall it preclude the erection and maintenance of any directional or monument signs within the signage easements shown on the Plat or referenced in the Plat notes. All non-Declarant owned Townhomes are prohibited from placing any signage on the Property.

Section 3.7 <u>Service Facilities.</u> Storage of all garbage cans, recycling bins, lawn or landscape maintenance equipment and similar items shall be enclosed within garages to conceal them from the view of neighboring Sublots and streets.

Section 3.8 <u>Nuisances.</u> No nuisances, as determined by the Association or as defined in the ordinances of the City of Ketchum, shall be allowed to occur or exist on any Sublot. Without limiting the foregoing, no rubbish, waste or debris shall be stored or accumulated on any Sublot, nor shall nay noise, odor or conduct be permitted to emanate from or occur on any Sublot which is unreasonably offensive or detrimental to any other Sublots, or its occupants; including but not limited to barking, loud music and power tools.

Section 3.9 <u>Hazardous Activities.</u> No activities shall be conducted, and no improvements shall be constructed, on any Townhome, Sublot or Common Area which are illegal or might be unsafe or hazardous to any person or property. Without limiting the foregoing, no fireworks or firearms shall be discharged upon any Townhome, Sublot or Common Area and no open fires shall be permitted; provided, however, that fires are allowed within individual outdoor gas fire pits.

Section 3.10 <u>Vehicle and Equipment Parking & Storage.</u> Unless contained within a permitted and conforming to the provision of this Declaration garage, structure or screened area, no unsightly vehicles of equipment or equipment shall be stored, parked or otherwise permitted to remain on any Sublot for any period exceeding 24 hours, including, without limitation, trailers, campers, motorhomes, boats, jet skis, all-terrain vehicles, golf carts, snowmobiles, tractors, inoperable vehicles or equipment. Section 3.11 <u>Utilities.</u> All utility service lines shall be underground, and shall conform to applicable code requirements. Approval of the DRC prior to installation shall not be required. Television satellite dishes are not considered Utilities and require approval from DRC.

Section 3.12 <u>Subdivision</u>. Except as expressly provided for in <u>Section 5.7</u> of this Declaration, platted Sublots and Common Area shall not be further subdivided, and no portion of any Sublot may be sold separately from the rest of that Sublot.

Section 3.13 <u>Drainage.</u> There shall be no interference with established drainage patterns or platted drainage easements over any Sublot unless adequate provision is made for alternative drainage and is approved by the beneficiary of such easement and by the DRC. No structure, fence, planting, fill or other materials shall be placed or permitted to remain which may obstruct or retard the flow of water through established drainage channels.

Section 3.14. <u>Plat.</u> All development proposed for a Sublot and/or Common Area shall be in compliance with the official, recorded Plat for the Subdivision, including all Plat notes.

Section 3.15 <u>Snow Storage Easements.</u> Every Owner, by accepting a deed to the Sublot, is deemed to grant unto the Association an easement over all portions of said Sublot not improved with a building, structure or driveway, exclusively for the purpose of permitting the temporary deposit thereon of snow removed from Common Areas and Sublots by the Association or its contractors and employees.

Section 3.16 <u>Landscape Preservation</u>. Without approval of the Board of Directors, no trees shall be removed or replaced within any Sublot or Common Areas; provided, however, that should any Owner petition the Board of Directors for the removal of any trees or shrubs in the Common Area which unreasonably impair significant view corridors from the petitioner's Unit, the Board shall consider the petition and cause removal of the subject trees and shrubs if necessary.

ARTICLE IV COMMON AREA

Section 4.1 <u>Conveyance to the Association.</u> For this subdivision, the Declarant, its successors or assigns, at their sole cost and expense, shall landscape, improve, or make appropriate provision for such landscaping improvement of, the Common Area situated therein in a manner consistent with the Plat and development plans therefore which have been approved by the City of Ketchum, and shall thereafter deed the same to the Association, and the

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SADDLE ROAD RESIDENCES - 6

Association shall accept title to the same, at no cost to it, subject only to encumbrances of record. Common Area improvements, and its conveyance to the Association, may be completed by the Declarant in phases, consistent with development of the Townhomes.

Section 4.2 <u>Enjoyment of Common Area.</u> Subject to the exclusive rights and obligations of the Association to manage it, as set forth in Article V, each Owner shall have a non-exclusive right to use and enjoy, in common with all other Owners, any Common Area owned by the Association, and such right shall be appurtenant to and pass with the title to each Sublot.

ARTICLE V THE ASSOCIATION

Section 5.1 <u>Establishment.</u> The Association shall be incorporated under the laws of the State of Idaho as a non-profit membership corporation as Saddle Road Residences Homeowners Association, Inc. All references herein to the Association shall be to said corporation.

Section 5.2 <u>Articles and Bylaws.</u> Declarant shall adopt initial Articles of Incorporation for the Association, and will propose initial Bylaws for adoption by the Board of Directors of the Association to provide for the administration and governance of the Association, and for other purposes not inconsistent with this Declaration. In the event of conflict between this Declaration and Articles and Bylaws of the Association, the provisions of this Declaration shall prevail.

Section 5.3 <u>Board of Directors.</u> The Association shall be managed by a Board of Directors all of whom shall be Members of the Association. Their number, and the manner by which they are to be elected and function, shall be set forth in the Bylaws of the Association.

Section 5.4 <u>Membership.</u> Every Owner shall be entitled and required to be a Member of the Association. If title to a Sublot is held by more than one person or entity, the membership related to that Sublot shall be shared by all such persons or entities in the same proportionate interest and by the same type of tenancy in which title to the Sublot is held. An Owner shall be entitled to one membership for each Sublot owned by that Owner. No person or entity other than an Owner may be a member of the Association.

Section 5.5 <u>Voting Rights.</u> The Association shall have two (2) classes of membership, as follows:

A. Class A Members shall be all Owners except the Declarant, and each Class A Member shall be entitled to one (1) vote for each Sublot owned. When more than one person holds an interest in any Sublot, all such persons shall be Members, but the vote appurtenant to the Sublot owned by them shall be exercised as the joint Owners may decide among themselves, but in no event shall more than one (1) vote be cast with respect to any Sublot.

- B. Class B Member shall be limited to the Declarant and its assignees, if any designated as provided for herein, who shall be entitled to four (4) votes for each Sublot owned by them from the date each such Sublot was initially created by recordation of the Subdivision until sold to another Owner, after which the membership appurtenant to that Sublot shall become a Class A membership in the name of the Buyer.
- C. Unless otherwise provided herein, or in the Articles of Incorporation or Bylaws of the Association, decisions of the Association to be made by a vote of the Members shall be determined by a simple majority of the votes cast by Members voting, in person or by proxy, at a duly constituted meeting of the Members at which a quorum of Members representing at least fifty percent (50%) of the total authorized votes of all Members is present.

Section 5.6 <u>Cumulative Voting.</u> In any election of the members of the Board of Directors, each Member entitled to vote at such election shall have the right to cumulative voting for each director to be elected, and to thereby give one candidate, or divide among any number of the candidates, the number of votes equal to the total number of votes to which that Member is entitled to vote for all Directors to be elected. The candidates receiving the highest number of votes, up to the number of Directors to be elected, shall be deemed elected.

Section 5.7 <u>Management of the Sublots and Common Area.</u> The Association shall be responsible for exclusive management of the Common Area owned by it, consistent with the rights of the Owners to use and enjoy said Common Area set forth in Article IV and may assert exclusive management of the exterior of Improvements on Sublots. Without limitation, the Association's management of Common Area and of the exterior of Improvements on Sublots shall include the following rights and obligations:

- A. The Common Area, and all Improvements situated thereon, shall be kept by the Association in good condition and repair, reasonably free from debris and obstructions.
- B. The Paver and Hydronic Heating System as identified on the Plat as the Paver and Hydronic Heating Maintenance Easement shall be kept by the Association in good condition, operation and repair.

- C. Once the initial landscaping for the Common Area and each Sublot, including an appropriate irrigation system, has been completed by the Declarant, the Association shall, without further approval from the DRC, maintain, repair or replace, as necessary, plantings, landscape elements and the irrigation systems, unless such work changes the essential character or scope of the landscaping, and includes additional impacts on any other Sublots, including impacts on view corridors, in which case such work shall first be required to receive DRC approval prior to commencement. All landscaping shall at all times be properly maintained and irrigated.
- D. The Association shall be responsible for the removal of accumulated snow, in a timely manner as necessary following snowfall events, from all access roads, driveways, parking areas, Townhome accesses, sidewalks and improved pathways within the Subdivision, including Common Areas and Sublots.
- E. Unless otherwise agreed to in writing by the Board of Directors of the Association, all landscaping in the Common Area and on Sublots, including the planting, watering, replacement and maintenance of lawns, shrubs, trees, flowers and other vegetation and landscaping features and facilities, shall be within the sole responsibility and jurisdiction of the Association, the costs and expense of which shall be included by the Association in the calculation of its annual and/or special assessments.
- F. Unless otherwise agreed to in writing by the Board of Directors or otherwise provided in this Declaration, the Association may from time to time assert exclusive control over and responsibility for the exterior maintenance and repair of Improvements within Sublots, including painting, the cost and expense of which shall be included by the Association in the calculation of its annual and/or special assessments.
- G. The Association shall keep the Common Area and its Improvements fully insured as provided for in Article VIII.
- H. The Association shall pay, when due, and not permit to become delinquent, all real property taxes and assessments levied against the Common Area for the period commencing on the date title to the Common Area is conveyed to the Association, and continuing thereafter for so long as it remains in the ownership of the Association.
- I. The Association may, from time to time, further modify, improve or equip the Common Area for the benefit of the Owners, and make

such assessments or borrow such funds therefore as it deems necessary or appropriate, subject to the provisions and limitations set forth herein.

- J. The Association shall have the right to charge or assess reasonable user fees or assessments which may become necessary to defray costs incurred or to be incurred by the Association for improvement, operation or maintenance of any Common Area owned or hereafter acquired by the Association.
- K. The Association shall have the right to dedicate or transfer all or any part of the Common Area, or any interest therein, to any person, entity, public agency, authority or utility for such purposes and subject to such conditions as the Board of Directors of the Association may deem appropriate. Notwithstanding the foregoing, no conveyance of any portion of the Common Area in excess of 3,000 square feet shall be authorized or completed by the Association without the prior affirmative vote of not less than threequarters of the total authorized votes of all Members, nor shall the Association be entitled to re-subdivide any portion of the Common Area for the purpose of establishing any additional Sublots or development parcels without the prior written consent of all members.

Section 5.8 <u>Service Contracts and Personnel.</u> To properly manage its business affairs the Association may enter into service contracts and/or employ personnel as it deems necessary and appropriate. Without limitation, the Association may retain necessary general management services, legal and accounting services, Common Area maintenance and repair services, and professional services as necessary for the DRC to adequately review plans and specifications presented to it for approval, and to assure that all development complies with approved plans, including architectural and engineering reviews and compliance monitoring. The Association may also contract with others to furnish required services for the Common Area, including utilities, snow removal, trash collection, landscaping, public liability insurance and casualty insurance.

Section 5.9 <u>Rules and Regulations.</u> The Association may make reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may also take judicial action against any Owner to enforce compliance with the provisions of this Declaration, the Design Criteria, and any rule, regulation, assessment or fee duly promulgated or levied by it.

Section 5.10 <u>Implied Rights.</u> The Association may exercise any other right or privilege given to the Association expressly by this Declaration or by law,

and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association herein or reasonably necessary to effectuate any such right and privilege.

Section 5.11 <u>Transfer of Membership.</u> The membership in the Association of each Owner, including Declarant, shall be appurtenant to the Sublot giving rise to such membership, and shall not be transferred in any way except upon the transfer of title to the Sublot, and then only to the transferee of title to the Sublot. Any attempt to make a prohibited transfer shall be void and any transfer of title to a Sublot shall operate automatically to transfer the membership in the Association to the new Owner thereof.

Section 5.12 <u>Books and Records.</u> The Board shall cause to be kept complete, detailed and accurate books and records of the receipts and expenditures of the Association, in a form which complies with generally accepted accounting principles. The Board or a majority of the Owners may at any time require an audit prepared by an independent, certified public accountant, which shall be paid for by the Association.

Section 5.13 Inspection of Association Documents, Books and Records. Upon request, the Association shall make available to the Owners, mortgagees, prospective purchasers and their prospective mortgagees, and the agents or attorneys of any of them, current copies of this Declaration, the Articles, Bylaws and other rules, books, records and financial statements of the Association, including the most recent annual financial statement, if one has been prepared. The term "available," as used herein, shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances to be determined by the Board of Directors. The Association may require the requesting party to pay a reasonable charge for the reproduction of any document, book or records desired.

Section 5.14 <u>Banking</u>. The Association shall designate an FDIC insured commercial bank with offices in Blaine County, Idaho, as the depository for all funds collected by the Association, and for the transaction of the Association's banking activities.

ARTICLE VI ASSESSMENTS

Section 6.1 <u>Agreement to Pay Assessments.</u> Declarant, for each Sublot owned by the Declarant, hereby covenants, and each subsequent Owner of any Sublot, by the acceptance of a deed therefore, whether or not it be so expressed in said deed, shall be deemed to covenant and agree with each other and with the Association, to be bound by the provisions of this Declaration and to pay to the Association the assessments herein provided for. In the case of joint or coownerships, this liability shall be joint and several. Such assessments shall be

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levied against Sublots and collected from time to time in the manner provided for in this Article VI.

Section 6.2 <u>Annual Assessments.</u> Annual assessments against all Sublots are hereby authorized which shall be based upon advance annual estimates of cash requirements by the Association to provide for the payment of all estimated expenses to be incurred in the ensuing twelve-month period in the conduct of the management; taxes; insurance; legal and accounting services; Common Area landscaping installation, irrigation and maintenance; Common Area utilities; repair and replacement of Common Area Improvements and equipment; a reasonable contingency reserve, surplus and/or sinking fund for Common Area capital improvements, replacements and repairs; and any costs incurred by the DRC which are not otherwise defrayed by its design review fee schedule (<u>"Annual Assessments</u>").

Section 6.3 <u>Special Assessments.</u> In addition to the annual assessments authorized hereinabove, the Association may levy at any time a special assessment payable over such a period as the Association may determine for the purpose of defraying in whole or in part the unanticipated cost of any construction, reconstruction, repair or replacement of Common Area improvements; other similarly unanticipated or emergency expenses duly incurred or to be incurred by the Association for purposes provided in this Declaration; and all other duly incurred expenses of the Association which were not or could not be adequately provided for by the annual assessment ("<u>Special Assessments</u>").

Section 6.4 <u>Apportionment of Assessments.</u> Annual and Special Assessments shall be levied and assessed among the Owners of Sublots, according to the total number of square feet of each Sublot as shown on any Plat which is encumbered by and subject to, this Declaration. Each Owner shall be assessed for each of its Sublots a fraction of the total assessments, the numerator of which fraction shall be the total square footage of said Owner's Sublot(s), and the denominator of which shall be the total square footage of all Sublots in the Subdivision subject to, and within the purview of, this Declaration.

Section 6.5 <u>Individual Assessments.</u> In addition to Annual and Special Assessments, should any reimbursement owed to the Association solely by an Owner pursuant to <u>Sections 3.4</u> hereof not be paid in the manner and terms set forth in said sections, the Association is hereby authorized to levy and assess against the Sublot for which reimbursement is owed, and Owner thereof, as assessment for the amount owed ("<u>Individual Assessment</u>").

Section 6.6 <u>Notice of Periodic Assessments and Time for Payment.</u> The Board of Directors of the Association shall establish an Annual Assessment for each calendar year, the exact date to be determined by its Board of Directors, and shall further establish Special Assessments and Individual Assessments whenever circumstances in the opinion of the Board of Directors require it. Such assessments shall be payable in the manner and on the dates determined by the Board. The Board shall provide each Owner with notice specifying the amount of the assessment and the date or dates of payment of the same. No payment shall be due and payable less than thirty (30) days after said written notice has been given, and each delinquent assessment shall bear interest at the rate of Fifteen Percent (15%) per annum until paid, commencing thirty (30) days after the date it becomes due and payable. Failure of the Association to give notice of the assessment shall not affect the liability of the Owner for such assessment, but the date when payment shall become due and payable in such a case shall be deferred to a date 30 days after such notice has been given.

Section 6.7 Lien of Assessment. All sums duly assessed against any Sublot shall be secured by lien on said Sublot in favor of the Association upon recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on said Sublot, with exception of: (a) valid tax and assessment liens imposed by governmental entities; (b) the lien of prior mortgages deeds of trust or other security instruments perfected and recorded in Blaine County, Idaho; and (c) valid prior labor and materialman's liens duly perfected and recorded in Blaine County, Idaho.

To create a lien for sums assessed pursuant to this Declaration, the Association shall prepare a written notice of said assessments, setting forth the amount thereof, the date due, the unpaid balance, the name of the record Owner of the Sublot and the legal description of said Sublot. Such notice shall be signed by an officer of the Association and may be recorded until there is at least a sixty (60) day delinquency in the payment of the assessment to which it relates. The priority date of the lien shall be the date of its recordation, and it may be foreclosed and enforced in the manner permitted for consensual liens by the laws of the State of Idaho. In addition to all other sums which may be due and owing for which a lien is recorded, the Owner shall be obligated to pay all costs and expenses incurred by the Association in preparing, filing, foreclosing said lien, or otherwise collecting the assessment to which it is related, including all attorney's fees. All such costs and expenses shall be deemed to be secured by the lien being foreclosed.

Section 6.8 <u>Personal Obligation of Owner.</u> The amount of any assessment against any Sublot shall be the personal obligation of the Owner thereof to the Association. A suit to recover a money judgment for such obligation may be maintained by the Association without foreclosure or waiver of the lien securing the same, and no Owner may avoid or diminish such personal obligation by waiving use and enjoyment of any of the Common Area, or by the sale or abandonment of the Sublot. In any action or effort to collect assessments, the Association shall be entitled to recover costs and attorney fees reasonable incurred in pursuing or prosecuting the same, in addition to all delinquent assessments and accrued interest thereon.

Section 6.9 <u>Personal Liability of Purchasers.</u> Subject to the provisions of Section 6.8, the purchaser of a Sublot shall be jointly and severally liable with the seller for all unpaid assessments appurtenant thereto including any such assessments due and owing prior to said purchaser's acquisition of said Sublot, together with accrued interest thereon and, should legal action or other collection effort be instituted by the Association to collect the same, all costs and attorney fees reasonably incurred in the pursuit or prosecution of said efforts or actions.

ARTICLE VII DESIGN REVIEW

Section 7.1 <u>Design Review and Approval.</u> Except as expressly exempted therefrom by the provisions of this Declaration, no Townhome, Townhome expansion, exterior alteration, or other Improvement shall be constructed, installed or completed until the plans and specifications therefore have been submitted to, and approved in writing by, the Design Review Committee (hereinafter "<u>DRC</u>"). All plans and specifications shall be evaluated by the DRC as to (1) compliance with this Declaration and provisions of any Design Criteria which may hereafter be adopted by the DRC; (2) harmony and compatibility with the external design of other Townhomes; and (3) suitability of the location of any proposed Improvements in relation to surrounding structures, topography, view corridors and existing drainage patterns. Approval by the DRC does not obviate the necessity of receiving all applicable permits and approvals from the City of Ketchum for any such proposed expansion, exterior alteration or Improvement.

Section 7.2 <u>Maintenance, Repairs and Alterations Without DRC</u> <u>Approval.</u> All exterior maintenance, repairs and alterations must be approved by the DRC. Notwithstanding the foregoing the approval of the DRC will not be required for remodeling or renovating the interior of any Townhome, as long as such remodeling or renovation is imperceptible from the exterior, and in no way alters the configuration and architectural features of the exterior, including the size and shape of windows.

Section 7.3 <u>Design Review Committee.</u> The initial Design Review Committee shall consist of two (2) members, appointed by the Association's Board of Directors. Members of the DRC may, but need not be, Owners (including members of the Board), provided that, to the extent reasonably available, at least one (1) member shall be an architect licensed to practice in the State of Idaho, with experience in the design of single family townhome or condominiums in the Ketchum/Sun Valley area. Notwithstanding the foregoing, for a period of four (4) years from the date upon which the Declaration is

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recorded in the records of Blaine County, all members of the DRC shall be appointed by, and serve at the pleasure of, the Declarant. Thereafter, members shall be appointed, and serve at the pleasure of, the Board of Directors of the Association. A majority of the DRC shall constitute a quorum for the transaction of business at any duly called meeting thereof, and the action of a majority present at any such meeting at which a quorum is present shall constitute the action of the DRC.

Section 7.4 <u>Powers and Duties of the DRC.</u> The DRC shall have the following power and duties:

- A. To require submission to the DRC of complete sets of plans and specifications for any proposed Townhome expansion, replacement, exterior alteration, or for any other proposed Improvement on any Sublot or Common Area. The DRC may also require submission of samples of materials proposed for any such project and may require such additional information as is reasonably necessary to evaluate the proposed work.
- B. To approve or disapprove any such submitted plans or specifications. All decisions of the DRC shall be submitted in writing to the applicant, and signed by all members of the DRC participating in such decision. In the event that the DRC fails to approve or disapprove any plans or specifications requested within forty-five (45) days after receiving a complete application therefore, together with all required plans or specifications and other information reasonably requested by the DRC, approval of the DRC shall conclusively be deemed to have been given.
- C. To obtain the service of architects, engineers or other professional consultants which the DRC deems necessary or appropriate to assist in the review process for any proposed Improvements.
- D. To require a fee to be set and, as necessary from time to time amended, by the DRC, in an amount reasonably calculated to defray the costs incurred in reviewing proposed development plans, including the costs incurred for the services of any professional consultants retained by the DRC to assist it in the review process and in monitoring compliance of all development with DRC approved plans and specifications.
- E. To establish the amount, and require the deposit, of a refundable fee to assure that all approved Improvements are completed in compliance with DRC approvals, and secure the repair of any Common Area infrastructure which may be damaged during the construction of any such approved Improvements.

- F. To complete the processing of all design review applications consistent with the terms and conditions set forth in this Declaration.
- G. To adopt, by majority vote, design criteria or guidelines governing the DRC design review and approval process.

Section 7.5 <u>Development by Declarant.</u> The provisions of this Article shall not apply to Declarant's initial construction of a Townhome on any Sublot, nor to any improvement or landscaping of the Common Area, nor to the subsequent repair, replacement or maintenance of said Common Area improvements or landscaping by the Declarant or the Association.

Section 7.6 <u>Non-Liability for Actions.</u> Neither the Declarant, the Board of Directors, nor the DRC, nor their respective members, successors or assigns, shall be liable in damages to anyone submitting plans to the DRC for approval, or to any Owner affected by reason of mistake in judgment, negligence of nonfeasance arising out of, or in connection with, the approval or disapproval, or failure to approve, any plans or specifications submitted to the DRC. Every Owner or other person who submits plans to the DRC for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Board of Directors, the DRC, or the Declarant to recover any such damages.

Section 7.7 <u>Appeals.</u> Any Owner may appeal a final decision of the DRC to the Board of Directors. Any such appeal must be filed in writing with the Board not more than thirty (30) days after the date of the DRC decision, and must set out with particularity the nature of the objections to the decision and the desired relief. Upon its receipt of a duly filed appeal, the Board shall consider the matter at a meeting to be held not more than forty-five (45) days thereafter. Written notice of the meeting shall be provided to the DRC and the interested Owners, granting each an opportunity to appear and be heard. At the conclusion of the appeal hearing, including any necessary continuations thereof, the Board shall adopt and provide to the interested Owners its decision to affirm the DRC decision, to affirm it with additional conditions, overturn it, or remand the matter to the DRC with specific instructions for additional consideration. If the matter is remanded, the subsequent decision of the DRC shall also be subject to appeal in the manner set forth in this section.

ARTICLE VIII INSURANCE

Section 8.1 <u>General Requirements.</u> Commencing not later than the time of conveyance by the Declarant of a Sublot, improved with a Townhome, to a

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person other than the Declarant, the Association shall obtain, and thereafter maintain, a policy or policies of insurance, as set forth in this Article VIII, and the Board shall thereafter, no less frequently than every two (2) years, review and determine the adequacy of the Association's insurance coverage. All insurance shall be obtained from companies licensed to do business in the State of Idaho, and all insurance policies shall provide that coverage cannot be cancelled or substantially modified, including cancellation for non-payment of premiums, without at least thirty (30) days prior written notice to any and all insureds names therein.

Section 8.2 Association Insurance.

- A. Fire and Casualty Insurance. The Association shall obtain insurance for all Improvements situated on any Sublot and on Associationowned Common Areas in such amounts, to the extent available, as shall provide for full replacement thereof in the event of damage or destruction from any casualty against which such insurance applies. Such insurance shall include fire and extended coverage, including coverage for such other risks and hazards against which the Association shall deem appropriate. Said insurance coverage shall be "blanket coverage" for all Improvements, and the Association may elect such "deductible" provisions as, in the Association's opinion, are consistent with good business practices. Such fire and casualty insurance shall be carried in a form or forms naming the Association as the insured, as trustee for the respective Townhome Owners, and shall specify the interest of each Owner (Owner's name, Townhome number or address), and shall provide a standard loss-payable clause providing for payment of insurance proceeds to the Association as trustee for said Owners, and their respective mortgagees and deed of trust beneficiaries. Any such insurance proceeds obtained by the Association shall be used exclusively in accordance with this Declaration. The Association shall furnish to each Owner a true copy of all casualty insurance policies covering its Townhome, upon request, and a certificate of insurance identifying the insured interest of the Owner. No such policies of fire and casualty insurance shall preclude any other policies of fire or casualty insurance owned and maintained by any Townhome Owner, or provides that Association policies be brought into contribution with any such insurance owned and maintain by an Owner.
- B. *General Liability Insurance*. The Association shall maintain general public liability insurance insuring the Board of Directors, the Association, and Owners covering all Common Area, Sublots and Townhomes. Said insurance shall cover liability of the insureds for property damage, bodily injury and death of persons arising out of the operation, maintenance and use of the Common Area, Sublots and

Townhomes, including coverage for such risks as are customarily covered with respect to multi-family residential projects of similar construction, location and use. Said insurance shall contain a combined single policy limit for property damage, personal injury and wrongful death from a single occurrence in such amount as may be deemed appropriate by the Board of Directors, but in no event less than \$2,000,000.

- C. *Workmen's Compensation Insurance*. The Association shall maintain workmen's compensation insurance to the extent necessary to comply with the applicable laws of the State of Idaho for its employees, if any.
- D. *Directors and Officers Liability Insurance*. The Association shall maintain liability insurance for all members of the Board, in an amount to be determined by the Board of Directors.
- E. Other Insurance. The Association shall obtain and maintain such other insurance coverage as the Board, in its sole discretion, should deem necessary or appropriate to protect insurable interests of the Association and its members.

Section 8.3 <u>Sublot Owners' Insurance.</u> It should be noted by each Owner, that the Association is not required by this Declaration to provide any insurance covering Improvements within a Townhome, improvements to a Townhouse Unit beyond those included in the original construction of the Unit, personal property of any type belonging to the Owner or any other person or entity which may be located on the Common Area or Sublot, or within any Townhome. Any such insurance coverage shall be the sole responsibility of each Owner, at its sole cost and expense. Further, nothing herein contained shall preclude any Owner from obtaining any other or further insurance coverage, including fire, casualty and liability insurance, covering the Owner, the Owner's Sublot and/or Townhome.

Section 8.4 <u>Required Provisions</u>. All insurance policies carried pursuant to the requirements of this Article VIII must provide that:

(a) each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area or membership in the Association;

(b) the insurer waives its rights to subrogation under the policy against any Owner or member of his household;

(c) no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; (d) if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the risks covered by the policy, the Association's policy provides primary insurance;

(e) any loss covered by the policies must be adjusted with the Association;

(f) the insurance proceeds for any loss shall be payable to an insurance trustee designated for that purpose, or otherwise to the Association and not to any holder of a security interest; and

(g) the insurer shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or holder of a security interest.

Section 8.5 <u>Adjustment of Claims</u>. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submission of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles a property insurance claim, it shall have the authority to assess negligent Owners causing such loss or benefitting from such repair or restoration all deductibles paid by the Association. In the event more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each Owner a pro rata share of any deductible paid by the Association.

Section 8.6 <u>Copies of Policies</u>. A copy of each insurance policy obtained by the Association shall be made available for inspection by any Unit Owner or Eligible First Mortgagee at reasonable times.

ARTICLE IX FIRE OR CASUALTY DAMAGE

Section 9.1 <u>Damage Assessment.</u> Upon the occurrence of any damage to, or destruction of, any Townhome or other Sublot or Common Area Improvements resulting from any cause which is covered by the Association's fire and casualty insurance coverage, the Board of Directors shall promptly, and in all events within thirty (30) days after the occurrence of such damage or destruction, make the following determinations with respect thereto, employing such professional advice as the Board deems advisable, and make them available in writing to all Owners:

- A. The extent and nature of the damage, together with an inventory of the Townhomes and/or Improvements directly affected thereby.
- B. A reasonable estimate of the cost to repair the damage, which estimate shall, if practicable, be based upon estimates obtained from experienced contractors in Blaine County, Idaho.

- C. The estimated amount of proceeds, if any, available from the Association's fire and casualty insurance policies covering the loss or damage, and the amount of any other insurance proceeds which may be available to defer the costs of repair from any supplemental fire and casualty insurance maintained by the Owners of the affected Townhomes or Improvements.
- D. The amount, if any, by which the estimated cost of repair exceeds the expected insurance proceeds.

Section 9.2 <u>Notice of Damage.</u> The Board of Directors shall promptly, and in all events within thirty (30) days after the date of such insured damage or destruction, file a proof of loss statement with its fire and casualty insurance company(ies) if the loss is covered by insurance, and abide by all terms and conditions of said policy(ies), unless the Board reasonably determines it would not be in the best interest of the Association and the affected Owner or Owners to file a proof of loss. If the damage affects a material portion of any Townhome, the Board shall also send a notice to each mortgagee or deed of trust beneficiary of that Townhome.

Section 9.3 <u>Decision to Repair.</u> Subject to the following terms and conditions, the Board shall, without undue delay, proceed to repair or replace Townhomes or other Improvements damaged or destroyed by fire or casualties covered by the Association's insurance policies:

- A. The Board shall, as soon as possible after the damage has occurred, undertake any emergency work that it deems reasonably necessary to avoid further damage to any Townhome or Improvements within the Subdivision.
- B. The Board, not less than thirty (30) days after damages insured by the Association's fire and casualty policy have occurred with respect to any Townhome or other Sublot Improvements, promptly commence the repair thereof, applying, to the extent available and necessary, all insurance proceeds available from the Association's insurance policies and/or those policies of insurance, if any maintained by the Owner of said Townhome or Improvements. The Board shall have the authority to employ architects and engineers, advertise for bids, select contracts, and take such other action as is reasonably necessary to undertake and complete the repairs. Contracts for the repair work shall be commenced only when the Board, by means of insurance proceeds and the availability of sufficient Special Assessments, has provided for all costs to be incurred.

- C. The cost of repairing or replacing any Townhome or Improvement from insurance policies owned by the Association and/or the Owner of said Townhome or Improvement so damaged by fire or casualty, in excess of available insurance proceeds, shall be a common expense of the Association, and be subject to Special Assessments in the manner set forth in Article VI. In the event the insurance proceeds received from the Association's fire and casualty insurance policy(ies) exceed the cost of the repairs and replacements, the excess shall be distributed to the Owners in proportion to their respective obligations to pay Annual and Special Assessments.
- D. The nature and extend of said repairs or replacements shall be limited to restoring any damaged or destroyed Townhome or Improvement to substantially the same size and configuration as existed prior to the damage or destruction, in accordance with the original plans and specifications; provided, however, that modifications from those plans and specifications may, upon the request of the affected Owner, be approved by the Board of Directors subject to the following:
 - (i) Any modification must be approved by the DRC; and
 - (ii) Owner, at its sole cost and expense, agrees to be responsible for any additional costs incurred as a result of said modification.

Section 9.4 <u>Decision Not to Repair.</u> Notwithstanding the foregoing provisions of this Article IX, the Owner of any Townhome damaged or destroyed by fire or other casualty covered by the Association's insurance, may elect not to have the Townhome repaired or restored by presenting to the Board of Directors, within thirty (30) days after the damage or destruction has occurred, written notice of such election duly signed by the Owners of not less than eighty percent (80%) of all Sublots, including the Sublot containing any Townhome which is attached by a Party Wall shared with the damaged or destroyed Townhome. In the event the damaged Townhome is not repaired or restored, any insurance proceeds which the Association receives or is entitled to receive for such damage from the policies of fire and casualty insurance, less any expenses reasonable incurred by the Association in assessing or investigating the extent of the damage or in preparing for its repair, shall be distributed, as co-payees, to the Owner of said Townhome and all mortgagees, deed of trust beneficiaries, and other lien holders filed of record against said Townhome.

ARTICLE X REVOCATION OR AMENDMENT

Section 10.1 <u>Method of Revocation or Amendment</u>. This Declaration may be amended or revoked, in part or in whole, by an instrument duly approved and adopted by not less than three-quarters of the Owners entitled to vote. The amendment or revocation shall be effective as of the date a copy of the instrument adopted, together with a certification of the vote or other action of the Owners by a duly authorized officer of the Association, is recorded in the official records of Blaine County, Idaho. Any such revocation or amendment duly adopted and recorded shall be binding upon every Owner and Sublot, whether the burdens of this Declaration are increased or decreased by any such amendment or revocation, and whether or not the Owner consents thereto. Notwithstanding the foregoing, the consent of the Declarant and any assignees of Declarant established pursuant to Section 12.3 shall be required for any proposed amendment to Sections 2.1, 3.4, 3.7, 5.5, 7.5 and 12.3 if, and to the extent that, at the time of any such proposed amendment the Declarant and/or such assignees own one or more Townhome Sublots which are subject to this Declaration.

ARTICLE XI MISCELLANEOUS

Section 11.1 <u>Compliance.</u> Each Owner shall comply with the provisions of this Declaration, Design Criteria, Articles of Incorporation and Bylaws of the Association, and all rules and regulations duly enacted by the Association. Failure to comply shall be grounds for an action to recover sums due for damage or injunctive relief, or both, maintainable by the Association or any Owner.

Section 11.2 <u>Mailing Address.</u> Each Owner shall provide the Association with such Owner's mailing address and/or email address, which address shall be used for the mailing or other service of any and all notices, assessments or communications from the Association. Any notice referred to in this section shall be deemed given by the Association when it has been deposited in the United States mail, postage prepaid, or when the email has been sent, addressed to the Owner at the given address.

Section 11.3 <u>Transfer of Rights.</u> Any right or interest reserved herby to the Declarant may be transferred or assigned by the Declarant to any person or entity.

Section 11.4 <u>Number and Gender.</u> Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 11.5 <u>Severability.</u> In any of the provisions of this Declaration, or any clause, paragraph, sentence, phrase or word or the application thereof in any circumstance shall be invalidated, such invalidity shall not affect the validity of the

remainder of the Declaration, and the application of any such provision, paragraph, sentence, phrase or word in any other circumstance shall not be affected thereby.

Section 11.6 <u>Prevailing Law.</u> The provisions of this Declaration shall be construed and enforced pursuant to the laws of the State of Idaho.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year first written above.

	SADDLE ROAD RESIDENCES, LLC an Idaho Limited Liability Company
	By: Its:
STATE OF	
County of)ss.)
	, 2020 before me, a Notary and State, personally appeared snown or identified to me to be the
	of Saddle Road Residences, LLC, the limited
liability company that executed me that such entity executed t	d the foregoing instrument and acknowledged to the same.
	DF, I have hereunto set my hand and affixed my in this certificate first above written.
NOTARY PUBLIC Residing at:	
My commission expires	

ALTA OWNER'S POLICY OF TITLE INSURANCE SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

Name and Address of Title Insurance Company:

File No.: 2022867

Address Reference: 128 Saddle Rd., Ketchum, ID 83340 (For Company Reference Purposes Only)

Amount of Insurance:

Date of Policy: September 18, 2020 at 9:17 am

1. Name of Insured:

Bowry, LLC

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

Fee Simple

3. Title is vested in:

Bowry, LLC, an Idaho limited liability company

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

Lot 2 of KNEELAND SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 259187, Records of Blaine County, Idaho.

Stewart Title Guaranty Company P.O. Box 2029, Houston, TX 77252 **Policy No.:** O-0000-339978478

Premium:

SCHEDULE B

File No.: 2022867

Policy No.: O-0000-339978478

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. (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims, or title to water.
- 6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 7. 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.
- 8. General taxes for the year 2020 and subsequent years, which are a lien not yet payable.
- 9. Water and Sewer charges of the City of Ketchum.
- 10. Ketchum rubbish charges billed by Clear Creek Disposal.
- 11. Notes, Easements and Restrictions, if any, as shown on the plat of Kneeland Subdivision, recorded December 26, 1984 as <u>Instrument No. 259187</u>, records of Blaine County, Idaho.
- 12. Agreement Regarding Development of Property, including the terms and provisions thereof, recorded July 30, 1999 as <u>Instrument No. 429987</u>, records of Blaine County, Idaho.



Instrument # 680344

HAILEY, BLAINE, IDAHO 03–15–2021 2:03:23 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

Bowry, LLC, an Idaho limited liability company,

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

128 Saddle Road, LLC, an Idaho limited liability company

the Grantee, whose current address is: PO Box 284, Sun Valley, ID 83353

the following described premises, to-wit:

Lot 2 of KNEELAND SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 259187, 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 15 day of March, 2021.

Bowry, LLC By: Gary Storey

Its: Manager

Blaine County Title, Inc. File Number: 2022867 Warranty Deed - LLC Page 1 of 2

State of Idaho County of Blaine

This record was acknowledged before me on <u>L</u> day of March, 2021, by Gary Storey, as Manager of Bowry, LLC.

Notary Rublic Kathy Seal 7.26 2023 My Commission Expires:

(STAMP)

KATHY SEAL COMMISSION NO. 11803 NOTARY PUBLIC STATE OF IDAHO MY COMMISSION EXPIRES 07/26/23

Blaine County Title, Inc. File Number: 2022867 Warranty Deed - LLC Page 2 of 2 Attachment C: Phased Development Agreement

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

(Space Above Line For Recorder's Use)

PHASED TOWNHOUSE SUBDIVISION AGREEMENT

THIS PHASED TOWNHOUSE SUBDIVISION AGREEMENT ("<u>Agreement</u>") is made and entered into as of the ____ day of _____ 2021, by and between the City of Ketchum, an Idaho municipal corporation ("<u>City</u>") and 128 Saddle Road, LLC ("<u>Owner</u>").

RECITALS

WHEREAS, Owner owns that certain real property located at 128 Saddle Road, Ketchum, Idaho legally described as Kneeland Subdivision, Lot 2 within the City of Ketchum, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho (the "<u>Property</u>"); and

WHEREAS, Owner has applied for a Preliminary Plat, creating Sublots 1-4 and Parcel A- Common Parcel, within the City of Ketchum ("<u>Preliminary Plat Property</u>") and requested an extension to complete certain improvements and City is agreeable to certain extensions to address Owner's request.

WHEREAS, Owner has applied to construct infrastructure improvements to City standards and assume private maintenance of the improved private driveway and water main within the Preliminary Plat Property and City is agreeable to private maintenance of the improvements to address Owner's request.

AGREEMENT

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

- 1. <u>Maintenance Responsibilities</u>.
 - A. Owner.
 - (1) Water Main Serving Sublots 1-4. Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water main serving the Preliminary Plat

Property. The private line is from the two points of connection with the city's water main lines in Valleywood Drive and Saddle Road.

- (2) *Private Driveway*. Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private driveway serving the Preliminary Plat Property.
- B. City.
 - (1) *Sewer Main Serving Sublots 1-4*. The City is responsible for the maintenance, repair and all costs associated with the public sewer main serving the Preliminary Plat Property. The public line is from the point of connection with the city's sewer main in Valleywood Drive.
- 2. <u>Construction and Completion Schedule.</u>
 - A. Prior to issuance of a Certificate of Occupancy for the first townhouse unit, , each sublot shall be adequately served by both water and sewer services as generally depicted on Exhibit A, as affirmed in writing by the City. The City must approve the timing of water and sewer connections to the existing system.
 - B. By June 30, 2023 or prior to obtaining Certificate of Occupancy for the first townhouse unit, the following improvements as generally depicted on Exhibit A shall be completed and/or extended to each Sublot 1-4:
 - (1) Dry utility services (power, IMG, cable, etc); and
 - (2) Residential private driveway improvements within Parcel A.
 - (3) Valleywood Drive right-of-way improvements consistent with Ketchum Municipal Code, Title 12.04.030.H.1 and current right of way standards. Completion of right of way improvements shall occur prior to Certificate of Occupancy is issued for the first townhouse unit.
 - (4) Water and sewer mains and services serving sublots 1-4.
 - (5) The paver drive from the private residential driveway, the motor court, and fire turnaround shall be installed prior to issuance of a certificate of occupancy for the first townhouse unit.
 - (6) Bike path widening along the Saddle Road frontage as directed by the City Engineer to create a 14' wide asphalt bike path.

- C. By June 30, 2024 all townhomes on sublots 1-4 shall be completed, as evidenced by a receipt of Certificate of Occupancy for each townhouse unit.
- D. By August 31, 2024 the Final Plat for each townhouse unit shall be recorded.
- 3. Sidewalk and Bike Path Improvements. All improvements to include sidewalks, bike path and any other improvement in easements or the city right of way shall be completed prior to issuance of a certificate of occupancy for the first townhouse unit.
- 4. Building Permits for Each Townhouse Unit. Owner shall apply for individual building permits for each townhouse unit to be constructed. Each townhouse unit shall obtain a separate Certificate of Occupancy.
- 5. <u>Sublot Releases.</u> The City agrees to release individual Sublots for Final Plat approval by City Council provided a Certificate of Occupancy has been issued for each building should Owner comply with the above recitals.
- 7. Owners' Association Assumption of Responsibilities. Upon the recording of the final plat or the final Sublot (the forth Sublot), Owner may assign and transfer its maintenance responsibilities and obligations under this Agreement to the Saddle Road Residences Homeowner's Association, Inc.
- 8. <u>General Provisions.</u>

A. *Recitals and Construction*. The City and Owner incorporate the above recitals into this Agreement and affirm such recitals are true and correct.

B. *Effective Date*. This Agreement is effective as of the date on which the last of the City and Owner execute this Agreement. Neither party shall have any rights with respect to this Agreement until both have executed this Agreement.

C. *Owner Representations*. Owner represents and warrants to City that (a) Owner holds fee simple title to the Property, and (b) no joinder or approval of another person or entity is required with respect to Owner's authority to make and execute this Amendment.

D. *Neutral Interpretation*. City and Owner acknowledge they and, if they so choose, their respective counsel have reviewed this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, or any exhibits, attachments and addenda to the Agreement.

E. *Counterparts*. This Agreement may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the

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

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

"CITY":

CITY OF KETCHUM,

an Idaho municipal corporation

"OWNER":

128 SADDLE ROAD LLC

an Idaho LLC

By: _____

By: _____

Neil Bradshaw, Mayor

David Hutchinson, Managing Member

ATTEST:

Jade Riley, Acting City Clerk

ACKNOWLEDGEMENT FOR CITY

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this ______day of ______, 2021, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

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

Notary Public for the State of ______ Residing at ______ My Commission Expires ______

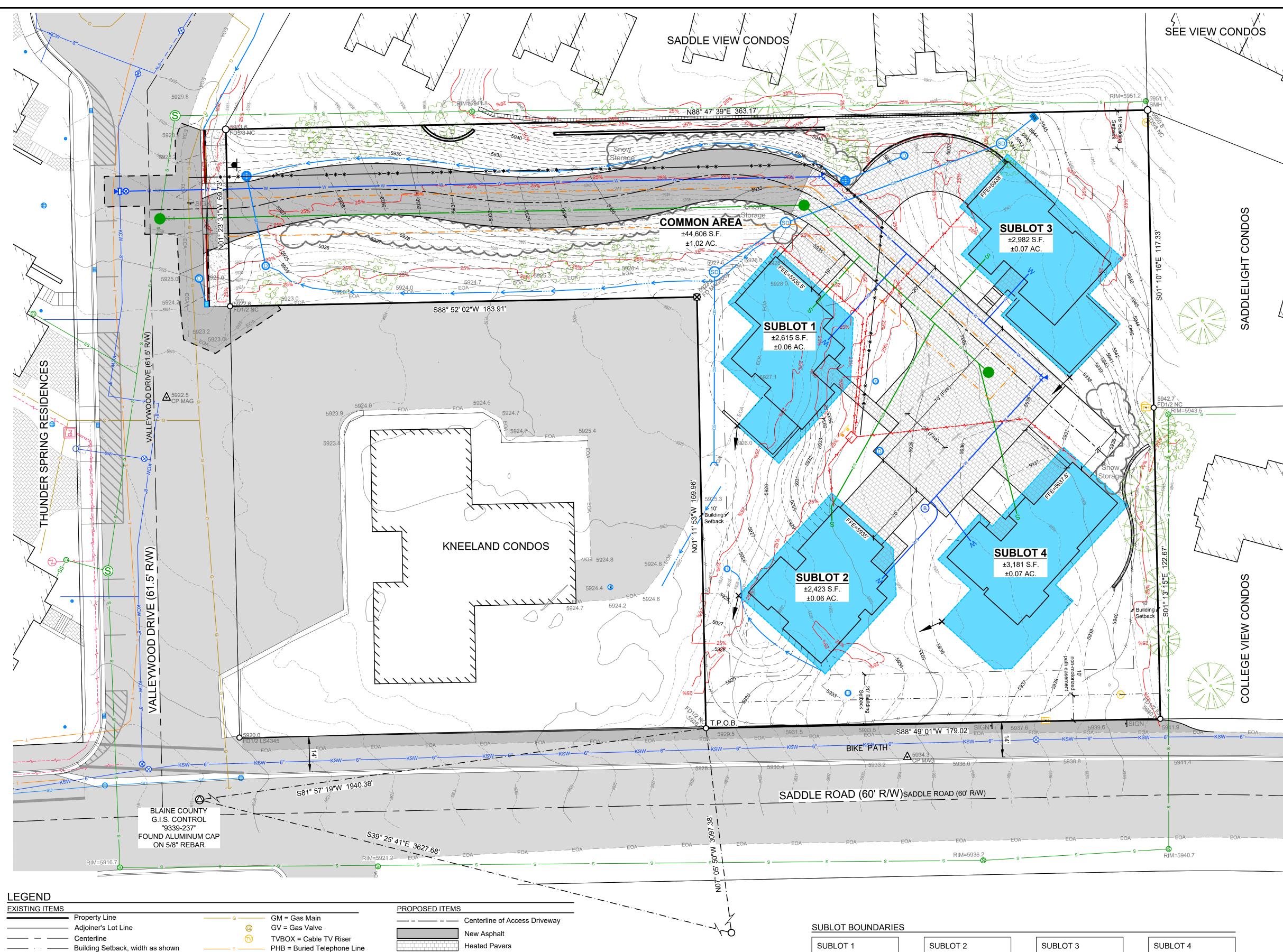
ACKNOWLEDGEMENT FOR OWNER

STATE OF _____)) ss. COUNTY OF _____)

On this _____ day of ______, 2021, before me, a Notary Public in and for said State, personally appeared ______, known to me to be the Managing Member of 128 Saddle Road LLC, an Idaho limited liability company, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

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

Notary Public for the State of ______ Residing at ______ My Commission Expires _____



LLGLIND					
EXISTING ITEMS				PROPOSED ITEMS	
	Property Line	G	GM = Gas Main		Centerline of Access D
	Adjoiner's Lot Line	©	GV = Gas Valve		Now Apphalt
<u> </u>	Centerline	$\overline{\mathbb{O}}$	TVBOX = Cable TV Riser		New Asphalt
· ·	Building Setback, width as shown	— т —	PHB = Buried Telephone Line		Heated Pavers
· · · · · ·	Easement, width as shown	PH	PHBOX = Telephone Riser		Retaining Wall
Ø	Found Mag Nail	<u>_</u>	Buried Power		5' Contour Interval
\bigcirc	FDAC = Found Aluminum Cap	PB	PBOX = Power Box		1' Contour Interval
0	FD5/8 = Found 5/8" Rebar	\bigcirc	PMTR = Power Meter	s	Sewer Main
0	FD1/2 = Found 1/2" Rebar	S	Sewer Main	sso	Sewer Service
	5' Contour Interval	SS	SS = Sewer Service		Sewer Manhole
	1' Contour Interval	S	SMH = Sewer Manhole	w	Water Main
	Curb & Gutter	©	SCO = Sewer Cleanout	ws≥	Water Service
	Building	SD	Storm Drain		Water Valve
Lon	Asphalt	⊕	CB = Catch Basin	₩∻⋫	Water Fittings
	Pavers	O	DWELL = Dry Well	B	Blow-off Hydrant
		——KCW——8"——	Ketchum City Water Line (8")	····	Ditch
	Rock Retaining Wall	——KSW——6"——	Ketchum Spring Line (6")	Ο	Drywell
	Conifer Tree	WS	WS = Water Service		Landscape Drywell
× #1 - 68 - 29 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2		\otimes	WV = Water Valve		Catch Basin
E Constant	Deciduous Tree		BOW = Back of Walk	SD	Storm Drain Manhole
SIGN	Sign		LIP = Lip of Gutter TP = Top of Pavers		Power Buried
	Drainage Swale		IF - TOP OF FAVEIS	Т	Transformer
25%	25% Slope Line			cable	Cable TV Riser

SUBLOT 1	
TIE TO T.P.C).B.
N 05° 55' 10" E	119.86'
N 41° 22' 27" E	14.01'
N 47° 49' 54" W	21.23'
N 41° 22' 27" E	19.51'
N 47° 49' 54" W	13.53'
N 41° 22' 27" E	28.01'
S 48° 37' 33" E	40.96'
S 02° 18' 35" W	25.28'
S 41° 22' 27" W	42.68'
N 47° 49' 54" W	22.13'

SUBLOT 2	
TIE TO T.P.O.B.	
N 13° 48' 12" E	53.82'
N 42° 10' 06" E	54.56'
S 47° 49' 54" E	32.71'
S 03° 50' 06" E	18.49'
S 42° 10' 06" W	41.66'
N 47° 53' 42" W	46.01'

SUBLOT 3	
TIE TO T.P.O.B.	
N 46° 00' 16" E	199.08'
N 47° 49' 54" W	36.38'
N 42° 10' 06" E	7.25'
N 47° 49' 54" W	27.76'
N 42° 10' 06" E	13.50'
N 42° 10' 06" E	28.01'
S 47° 49' 54" E	61.02'
S 42° 10' 06" W	19.52'
S 46° 49' 26" E	16.73'
S 43° 22' 09" W	28.96'

TIE TO T.P.O.B. N 65° 39' 49" E 101.97' N 42° 10' 06" E 17.12' N 47° 49' 54" W 17.54' N 42° 10' 06" E 24.01' S 47° 49' 54" E 7.04' N 42° 10' 06" E 42.01' S 47° 49' 54" E 33.97' S 42° 10' 06" W 42.36' S 47° 49' 54" E 9.32' S 42° 10' 06" W 36.07' S 88° 49' 01" W 6.86' N 47° 49' 54" W 27.80'

Telephone Riser

NOTES

- 1. All new utilities shall be installed underground.
- 2. All construction shall conform to the "City of Ketchum Standards".
- Utility locations are approximate and locations should be verified before any excavation.
- 4. Property is currently zoned T (Tourist).
- 5. Covenant, conditions, and restrictions for townhomes, exist under Inst. No. _____, records of Blaine County, Idaho.
- 6. The water main on the property shall be a private line and not owned or maintained by the City of Ketchum. The sewer main will be owned and maintained by the City of Ketchum.
- 7. All Townhome unit owners shall have mutual reciprocal easements for existing and future water, cable tv, sewage, storm, telephone, natural gas and electrical lines over, under, and across their townhouses and sublots, outside of the foundation stemwalls, for the repair, maintenance, and replacement thereof.
- 8. Garage space shall not be converted to living space or uses other than parking of vehicles and household storage.
- 9. The townhouse sublots shown hereon are considered as one (1) land lot. Coverage requirements and other bulk regulations per the City of Ketchum ordinances apply to the sublots as one parcel.
- 10. Property shown hereon is subject to the following exceptions per ALTA Commitment for Title Insurance by Stewart Title Guaranty Company, Countersigned by Blaine County Title, Commitment No. 1922046, dated December 20, 2019:
- Notes, Easements and Restrictions, if any, as shown on the plat of Kneeland
- Subdivision, recorded December 26, 1984 as Instrument No. 259187, records of Blaine County, Idaho.
- Agreement Regarding Development of Property, including the terms and provisions thereof, recorded July 30, 1999 as Instrument No. 429987, records of Blaine County, Idaho.

11. Refer to Sheet L1 prepared by NS Consulting for grading and drainage information.

<u>Owner</u> 128 Saddle Road, L.L.C. P.O. Box 284 Sun Valley, ID 83353

<u>Address</u> 128 Saddle Rd., Ketchum, ID 83340

Legal Description Lot 2, Kneeland Subdivision, according to the official plat thereof, recorded as Inst. # 259187, Records of Blaine County, Idaho.

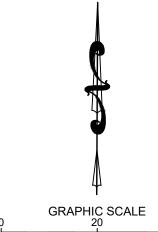
Nathan Schutte, LLA NS Consulting, PLLC 380 E. Highway 26 Shoshone, ID 83352

<u>Engineer</u> Sean M. Flynn, PE Galena Engineering, Inc. 317 N. River Street Hailey, ID 83333

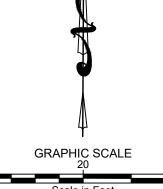
Galena Engineering, Inc. 317 N. River Street Hailey, ID 83333

BUILDING FOOTPRINT TABLE	
SQUARE FOOTAGE	
2,615	
2,423	
2,982	
3,181	
11,201	
20.0%	

SQUARE FOOTAGE INCLUDES ROOF OVERHANGS, PATIOS, AND GARAGES.









Architect
Rich Childress, AIA
Point Architects
209 E 35th Street
Garden City, Idaho 8371
-
Landscape Architect