



City of Ketchum  
Planning & Building

STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
REGULAR MEETING OF NOVEMBER 26, 2024

- PROJECT:** Sapp Townhomes
- APPLICATION TYPE:** Phased Development Agreement Amendment (P22-052A)
- APPLICANT:** Layne Sapp (owner)
- PROPERTY OWNER:** Sapp Family Holdings, LLC
- REQUEST:** Amendment to Phased Townhouse Subdivision Agreement #22812 to amend development timeframes for Sublot 2, changes to sequencing of final plat recording, and Certificate of Occupancy issuance.
- LOCATION:** 780 N 4th Ave (Ketchum Townsite: Lot 5A, Block 72)
- ZONING:** General Residential – Low Density (GR-L)
- REVIEWER:** Morgan R. Landers, AICP – Senior Planner
- NOTICE:** A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on November 6, 2024. The public hearing notice was published in the Idaho Mountain Express and on the city’s website on November 6, 2024. A notice was posted on the project site on November 19, 2024.

**EXECUTIVE SUMMARY**

The Sapp Townhomes development is for two new 3,655 square foot two-story detached townhomes with attached two-car garages (the “project”), located at 780 N 4th Ave (the “subject property”). Figure 1 shows the subject property, which is within the General Residential – Low Density (GR-L) zone district. The project received Design Review (File No. P22-052) approval on November 8, 2022, and Preliminary Plat (File No. P22-052A), Lot Line Shift (File No. P22-052B) and Phased Townhouse Development Agreement (#22812) approval on November 21, 2022. A building permit was issued for Sublot 1 on February 7, 2024, and a temporary certificate of occupancy was issued on November 21, 2024.



Figure 1: Subject Property

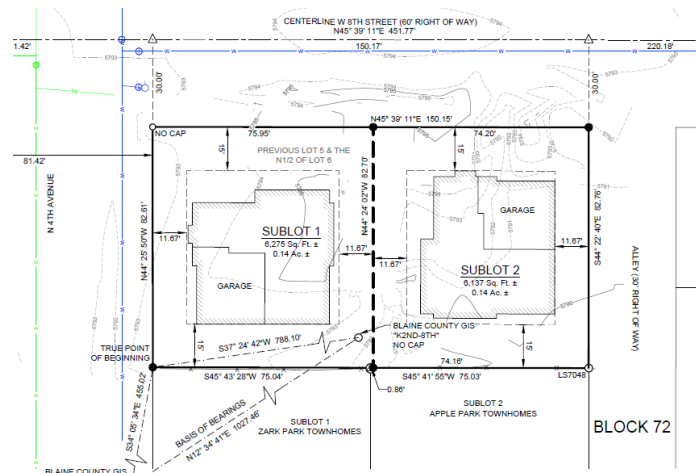


Figure 2: Sublots with Proposed Development

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

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

### ANAYLSIS

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

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

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


**STAFF RECOMMENDATION**

Staff recommends the Commission recommend approval of the amended phased development agreement to City Council.

MOTION: "I move to recommend approval of the Amended Sapp Townhomes Phased Development Agreement #22812A to City Council"

**ATTACHMENTS:**

- A. Sapp Townhomes Phased Townhouse Development Agreement #22812
- B. Amended Sapp Townhomes Phased Townhouse Subdivision Agreement #22812A

<p><b>RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:</b></p> <p>City Clerk, City of Ketchum          PO Box 2315          Ketchum Idaho, 83340</p>	<p><b>Instrument # 697753</b>  <b>HAILEY, BLAINE, IDAHO</b>          12-6-2022 01:53:29 PM No. of Pages: 11          Recorded for : CITY OF KETCHUM  <b>STEPHEN MCDOUGALL GRAHAM</b> Fee: 0.00          Ex-Officio Recorder Deputy          Index to: ADDENDUM/MEMORANDUM/AGREEMENT</p> 
---	---

(Space Above Line For Recorder's Use)

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

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

**RECITALS**

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

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

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

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

**AGREEMENT**

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

1. Maintenance Responsibilities.

A. *Owner.*

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

2. Construction and Completion Schedule.

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

(4) Alley surfacing and drainage improvements; and

(5) Water and sewer mains and services serving sublots 1 and 2; and

D. Prior to obtaining a Certificate of Occupancy for the last detached townhouse unit, all landscaping as generally depicted in Exhibits A and B shall be installed.

3. 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. The first building permit shall include plans and improvements as identified in Sections 2A and B of this Agreement.

4. Townhouse Sublot Final Plat. The City agrees to accept and process a townhouse final plat application for approval by City Council provided a Certificate of Occupancy has been issued for the first townhouse unit on the Property should Owner comply with all above recitals.

5. Owners' Association Assumption of Responsibilities. Upon the recording of the Townhouse Sublot Final Plat, Owner may assign and transfer its maintenance responsibilities and obligations under this Agreement to the Sapp Townhomes Homeowner's Association.

6. General Provisions.

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

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

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

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


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

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

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

"CITY":

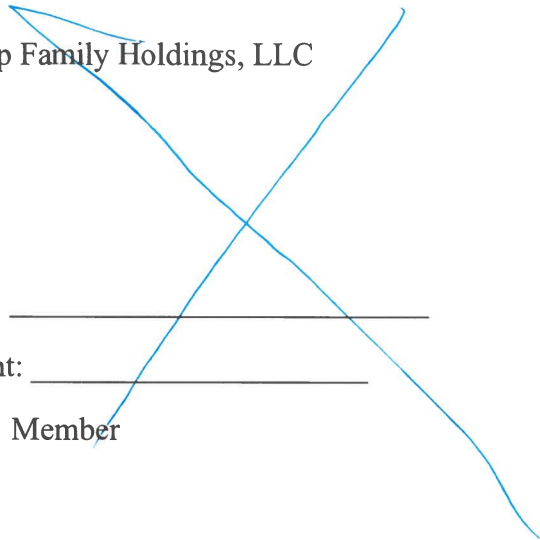
CITY OF KETCHUM,  
an Idaho municipal corporation

By:   
Neil Bradshaw, Mayor

"OWNER":

Sapp Family Holdings, LLC

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Member



ATTEST:

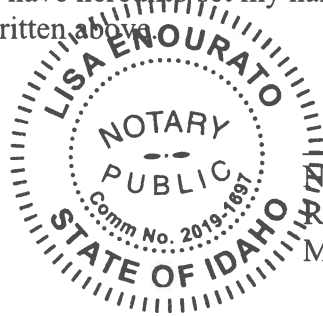
  
Trent Donat, City Clerk

**ACKNOWLEDGEMENT FOR CITY**

STATE OF IDAHO )  
 ) ss.  
COUNTY OF BLAINE )

On this 23rd day of November, 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

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



*[Handwritten signature]*

Notary Public for the State of Idaho  
Residing at Hailey  
My Commission Expires 8/21/25

**ACKNOWLEDGEMENT FOR OWNER**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the owner of certain real property at 780 N 4<sup>th</sup> Ave, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_




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

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


"CITY":

CITY OF KETCHUM,  
an Idaho municipal corporation

By:   
Neil Bradshaw, Mayor

"OWNER":

Sapp Family Holdings, LLC

By:   
Print: LAYNE E. SAPP  
Member



ATTEST:

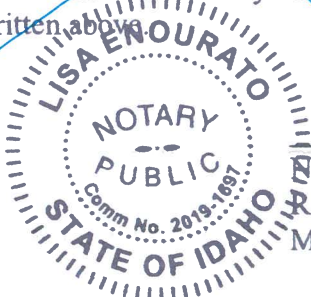
  
Trent Donat, City Clerk

**ACKNOWLEDGEMENT FOR CITY**

STATE OF IDAHO )  
 ) ss.  
COUNTY OF BLAINE )

On this 23<sup>rd</sup> day of November, 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

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



[Signature]  
Notary Public for the State of Idaho  
Residing at Hailey  
My Commission Expires 8/21/25

**ACKNOWLEDGEMENT FOR OWNER**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 1 day of DECEMBER, 2022, before me, a Notary Public in and for said State, personally appeared WAYNE E. SAPP, known to me to be the owner of certain real property at 780 N 4<sup>th</sup> Ave, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

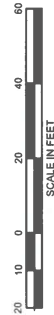
Notary Public  
State of Washington  
Sharon Dianne Le Roux  
Commission No. 187444  
Commission Expires 08-03-26

[Signature]  
Notary Public for the State of WA  
Residing at AMMAMISH  
My Commission Expires 08/03/2026

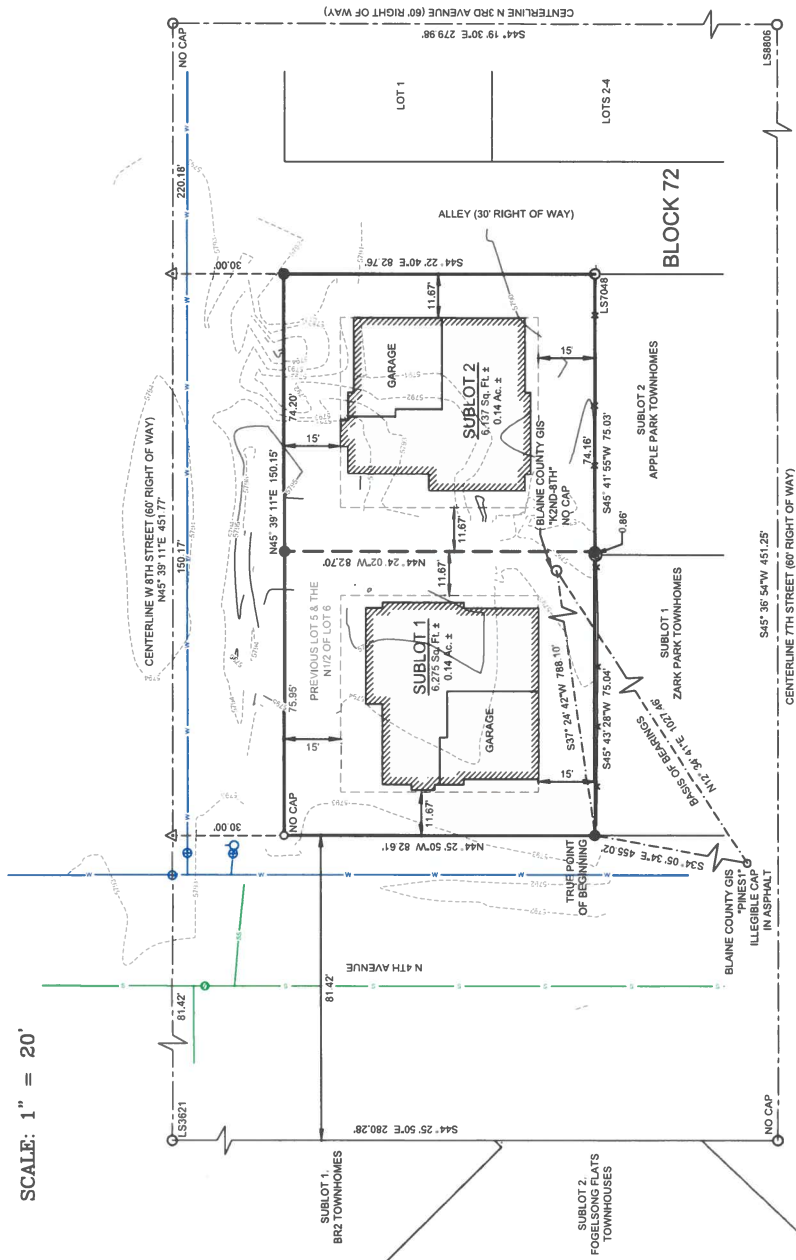
A PLAT SHOWING

SAPP TOWNHOMES

WHERE IN LOT 5 & THE N1/2 OF LOT 6, BLOCK 72, IS SUBDIVIDED INTO TOWNHOME SUBLOTS 1 & 2 AS SHOWN HEREON  
 LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 JULY 2022



SCALE: 1" = 20'



LEGEND

- Property Line
- Proposed Lot Line
- Adjacent Lot Line
- Centerline of Right of Way
- Fence Line
- Survey Tie Line
- GIS Tie Line
- Building Setback, Width as Shown
- Water Main Line
- Sewer Main Line
- Sewer Service Line
- 5' Contour Interval
- 1' Contour Interval
- Proposed Building
- Found Aluminum Cap on 5/8" Rebar by LS432
- Found 5/8" Rebar
- Found 1/2" Rebar
- Set 5/8" Rebar, P.L.S. 16670
- Calculated Point, Nothing Set
- Manhole
- Water Valve
- Fire Hydrant

SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found and set during the boundary re-creation of Lot 5 & the N1/2 of Lot 6, Block 72, Ketchum Township and Blaine County, Idaho. The survey was conducted on July 20, 2022. The boundary shown is based on found monuments and lot corner monuments and the Official Map of the Village of Ketchum, Instrument No. 302987, records of Blaine County, Idaho. All found monuments have been accepted. Additional documents used in the course of this survey are: Survey of the City of Ketchum, Instrument No. 222222, the Plat showing Apple Park Townhomes, Instrument Number 683014, the Plat showing Zark Park Subdivision, Instrument Number 348073, and the Plat showing Apple Park Subdivision, Instrument Number 35988. All records of Blaine County, Idaho.
2. The distances shown are measured. Refer to the above referenced documents for previous record data.
3. Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to obtain a Title Policy and determine whether it should be included. If the client desires this information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.
4. Unless otherwise shown hereon, this survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
5. All utilities shall be installed underground.
6. All townhome (with) owners shall have mutual reciprocal easements for existing and future water, cable tv, sewage, telephone, natural gas and electrical lines over, under, and across their townhouses and setbacks for the repair, maintenance, and replacement thereof.
7. Garage space shall not be converted to living space or used other than parking of vehicles and household storage.
8. The townhome setbacks shown hereon are considered as one (1) lot lot coverage requirements and other bulk regulations per the City of Ketchum ordinances apply to the subtitle as one parcel.
9. The owner/individual is Sapp Family Holdings LLC, 1100 Bellevue Way, NE Suite 8A, Box 551, Bellevue, Washington 98004. The surveyor/representative is Mark Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, ID 83433.
10. The current zoning is GR-L. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.



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

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

South Central Public Health District

Date

SAPP TOWNHOMES  
 GALENA ENGINEERING, INC.  
 HAILEY, IDAHO

SHEET 1 OF 2  
 Job No. 8237-01

**CERTIFICATE OF OWNERSHIP**

This is to certify that the undersigned is the owner in fee simple of the following described parcel of land:  
A parcel of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:  
LOT 5 & THE N1/2 OF LOT 6, BLOCK 72, KETCHUM TOWNSITE

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

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

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

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

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

**PROJECT ENGINEER'S CERTIFICATE**

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

Sean M Flynn, PE 12497, Galena Engineering, INC

**SURVEYOR'S CERTIFICATE**

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



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

**BLAINE COUNTY SURVEYOR'S APPROVAL**

I, Sam Young, County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats and Surveys.

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

**KETCHUM CITY COUNCIL CERTIFICATE**

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

Tara Fenwick, City Clerk, City of Ketchum

**KETCHUM CITY ENGINEER CERTIFICATE**

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

Sherri Newland, City Engineer, City of Ketchum

**KETCHUM CITY PLANNER CERTIFICATE**

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

Morgan Landers, City of Ketchum

**BLAINE COUNTY TREASURER'S APPROVAL**

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

Blaine County Treasurer \_\_\_\_\_ Date \_\_\_\_\_

**BLAINE COUNTY RECORDER'S CERTIFICATE**

SAPP TOWNHOMES  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO  
SHEET 2 OF 2  
Job No. 8237-01



# RIGHT OF WAY IMPROVEMENT DETAILS

## SAPP TOWNHOMES

PROJECT INFORMATION  
 PREPARED FOR WELLS PARTNERS ARCHITECTS, P.C.  
 174 N. R. I.T.E. B.M. CITY OF KETCHIKAN COUNTY, IDAHO



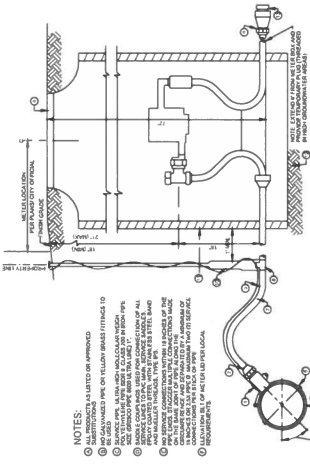
DATE: 08/27/24  
 DRAWN BY: [Redacted]  
 CHECKED BY: [Redacted]

**GALENA**  
 ENGINEERS & LAND SURVEYORS  
 317 N. River Street  
 Ketchikan, Alaska 99901  
 (907) 738-1700  
 email: galena@gaena-engineers.com

NO.	DATE	BY	REVISIONS

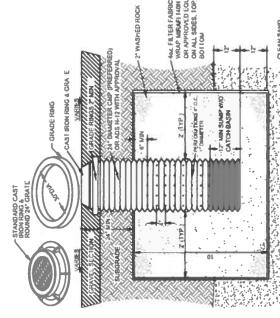
C2.00

PURPOSE: ISSUE FOR PERMIT



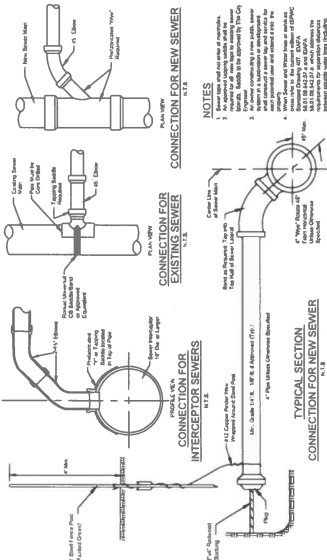
- NOTES:**
- ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
  - ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
  - ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
  - ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
  - ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
  - ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
  - ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
  - ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
  - ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
  - ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.

1" WATER SERVICE CONNECTION  
 N.T.S.  
 C2.00

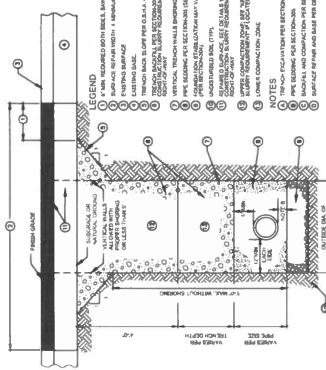


- NOTES:**
- ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
  - ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
  - ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
  - ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
  - ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
  - ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
  - ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
  - ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
  - ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
  - ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.

DRYWELL DETAIL (6' Ø)  
 N.T.S.  
 C2.00



1" SEWER SERVICE CONNECTION DETAIL  
 N.T.S.  
 C2.00



- LEGEND:**
- 12" DIA. 1/2" WALL PIPING
  - 12" DIA. 1/2" WALL PIPING
  - 12" DIA. 1/2" WALL PIPING
  - 12" DIA. 1/2" WALL PIPING
  - 12" DIA. 1/2" WALL PIPING
  - 12" DIA. 1/2" WALL PIPING
  - 12" DIA. 1/2" WALL PIPING
  - 12" DIA. 1/2" WALL PIPING
  - 12" DIA. 1/2" WALL PIPING
  - 12" DIA. 1/2" WALL PIPING

TYPICAL TRENCH SECTION  
 N.T.S.  
 C2.00

<p><b>RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:</b></p> <p>City Clerk, City of Ketchum  PO Box 2315  Ketchum Idaho, 83340</p>	
---	--

(Space Above Line For Recorder’s Use)

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

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

**RECITALS**

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

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

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

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

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

WHEREAS, Owner has requested to amend the terms of the Phased Townhouse Subdivision Agreement to allow for construction of the remaining improvements to be completed with construction of Sublot 2; and

WHEREAS, City agrees to defer certain improvements for completion with Sublot 2 to allow for an efficient and cost effective approach to completion of the development.

## **AGREEMENT**

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

1. Maintenance Responsibilities.

A. *Owner.*

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

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

(3) *Paver Driveway.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private driveways serving Sublots 1 and 2.

2. Construction and Completion Schedule.

A. A building permit for the townhouse unit on Sublot 2 shall be filed and all fees paid no later than December 31, 2024.

B. The townhouse unit on Sublot 2 shall be completed no later than three years from the date of issuance of a building permit, as evidenced by issuance of a Certificate of Occupancy for the townhouse unit.

C. Prior to obtaining a Certificate of Occupancy for the townhouse unit on Sublot 2, the following improvements as generally depicted on Exhibit B shall be completed and/or extended to each Sublot:

(1) All hardscape pathways and access points for adequate and safe egress from the unit; and



(2) 8<sup>th</sup> Street right of way improvements consistent with Ketchum Municipal Code, Title 12.04.030.H.1 and current right of way standards completed and installed to the satisfaction of the City Engineer; and

(3) Alley surfacing and drainage improvements; and

(4) Water and sewer mains and services serving Sublot 2; and

D. Prior to obtaining a Certificate of Occupancy for the townhouse unit on Sublot 2, all landscaping as generally depicted in Exhibits A and B shall be installed.

3. 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. The first building permit shall include plans and improvements as identified in Sections 2A and B of this Agreement.

4. Townhouse Sublot Final Plat. The City agrees to accept and process a townhouse final plat application for approval by City Council in accordance with KMC 16.04.080.D.1 should Owner comply with all above recitals.

5. Owners' Association Assumption of Responsibilities. Upon the recording of the Townhouse Sublot Final Plat, Owner may assign and transfer its maintenance responsibilities and obligations under this Agreement to the Sapp Townhomes Homeowner's Association.

6. General Provisions.

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

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

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

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

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”:

Sapp Family Holdings, LLC

By: \_\_\_\_\_  
Neil Bradshaw, Mayor

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Member

ATTEST:

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

***ACKNOWLEDGEMENT FOR OWNER***

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the owner of certain real property at 780 N 4<sup>th</sup> Ave, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

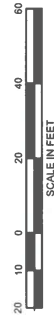
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

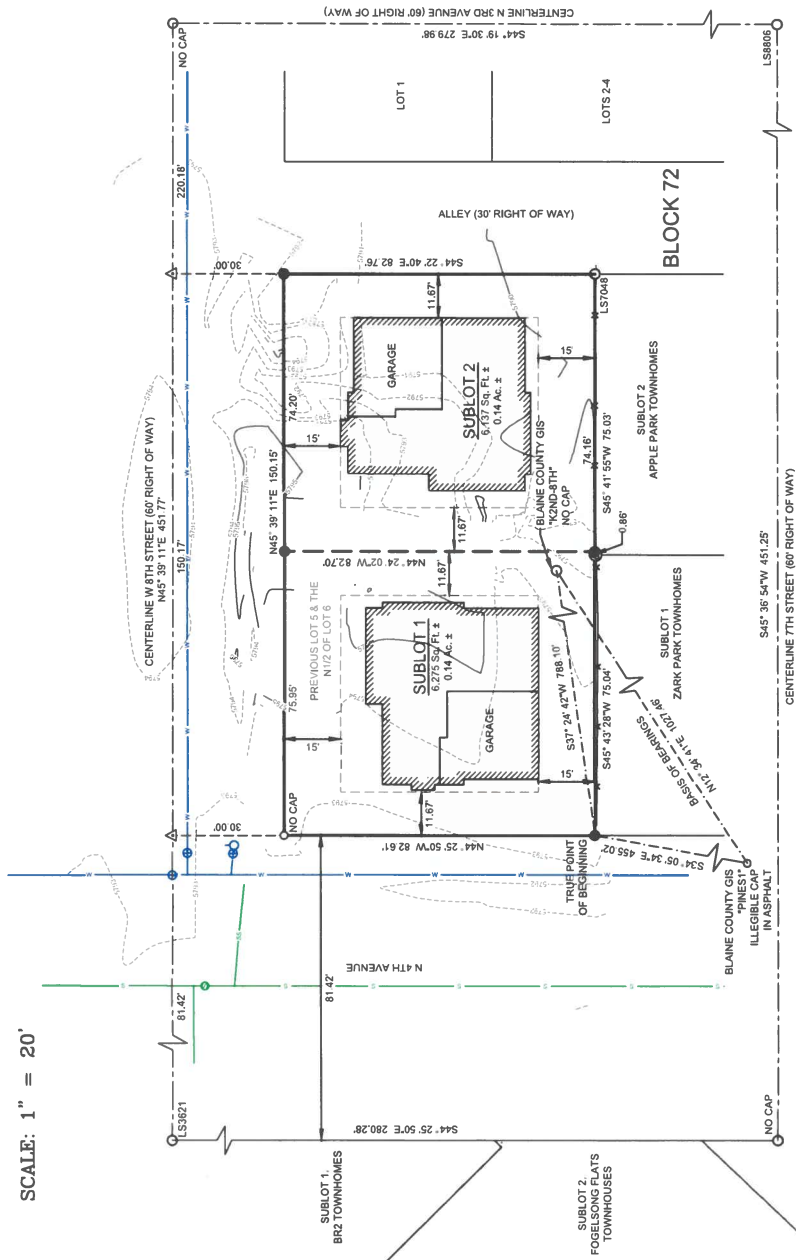
A PLAT SHOWING

# SAPP TOWNHOMES

WHERE IN LOT 5 & THE N1/2 OF LOT 6, BLOCK 72, IS SUBDIVIDED INTO TOWNHOME SUBLOTS 1 & 2 AS SHOWN HEREON  
 LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 JULY 2022



SCALE: 1" = 20'



### LEGEND

- Property Line
- Proposed Lot Line
- Adjacent Lot Line
- Centerline of Right of Way
- Fence Line
- Survey Tie Line
- GIS Tie Line
- Building Setback, Width as Shown
- Water Main Line
- Sewer Main Line
- Sewer Service Line
- 5' Contour Interval
- 1' Contour Interval
- Proposed Building
- Found Aluminum Cap on 5/8" Rebar by LS432
- Found 5/8" Rebar
- Found 1/2" Rebar
- Set 5/8" Rebar, P.L.S. 16670
- Calculated Point, Nothing Set
- Manhole
- Water Valve
- Fire Hydrant

### SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found and set during the boundary re-creation of Lot 5 & the N1/2 of Lot 6, Block 72, Ketchum Township and Blaine County, Idaho. The survey was conducted on July 20, 2022. The boundary shown is based on found monuments and lot corner monuments and the Official Map of the Village of Ketchum, Instrument No. 302887, records of Blaine County, Idaho. All found monuments have been accepted. Additional documents used in the course of this survey are: Survey of the Blaine County GIS, Instrument Number 440458, the Plat showing Apple Park Townhomes, Instrument Number 683014, the Plat showing Zark Park Subdivision, Instrument Number 348073, and the Plat showing Apple Park Subdivision, Instrument Number 35988. All records of Blaine County, Idaho.
- The distances shown are measured. Refer to the above referenced documents for previous record data.
- Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to obtain a Title Policy and determine whether it should be included. If the client desires this information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.
- Unless otherwise shown hereon, this survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
- All utilities shall be installed underground.
- All townhome (t/h) owners shall have mutual reciprocal easements for existing and future water, cable tv, sewage, telephone, natural gas and electrical lines over, under, and across their townhouses and setbacks for the repair, maintenance, and replacement thereof.
- Garage space shall not be converted to living space or used other than parking of vehicles and household storage.
- The townhome setbacks shown hereon are considered as one (1) level lot coverage requirements and other bulk regulations per the City of Ketchum ordinances apply to the subtitle as one parcel.
- The owner/individual is Sapp Family Holdings LLC, 1100 Bellevue Way, NE Suite 8A, Box 551, Bellevue, Washington 98004. The surveyor/representative is Mark Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, ID 83433.
- The current zoning is GR-L. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.



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

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

South Central Public Health District

Date

SAPP TOWNHOMES  
 GALENA ENGINEERING, INC.  
 HAILEY, IDAHO  
 SHEET 1 OF 2  
 Job No. 8237-01

**CERTIFICATE OF OWNERSHIP**

This is to certify that the undersigned is the owner in fee simple of the following described parcel of land:  
A parcel of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:  
LOT 5 & THE N1/2 OF LOT 6, BLOCK 72, KETCHUM TOWNSITE

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

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

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

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

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

**PROJECT ENGINEER'S CERTIFICATE**

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

Sean M Flynn, PE 12497, Galena Engineering, INC

**SURVEYOR'S CERTIFICATE**

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



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

**BLAINE COUNTY SURVEYOR'S APPROVAL**

I, Sam Young, County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats and Surveys.

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

**KETCHUM CITY COUNCIL CERTIFICATE**

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

Tara Fenwick, City Clerk, City of Ketchum

**KETCHUM CITY ENGINEER CERTIFICATE**

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

Sherri Newland, City Engineer, City of Ketchum

**KETCHUM CITY PLANNER CERTIFICATE**

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

Morgan Landers, City of Ketchum

**BLAINE COUNTY TREASURER'S APPROVAL**

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

Blaine County Treasurer \_\_\_\_\_ Date \_\_\_\_\_

**BLAINE COUNTY RECORDER'S CERTIFICATE**

SAPP TOWNHOMES  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO  
SHEET 2 OF 2  
Job No. 8237-01



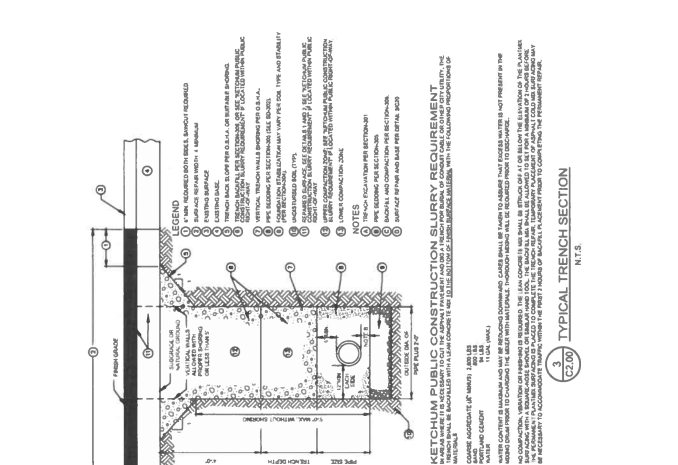
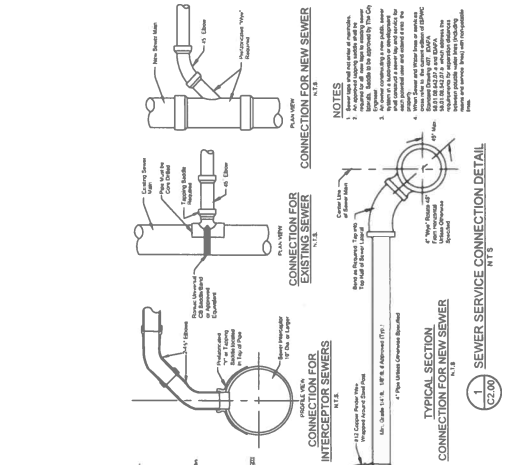
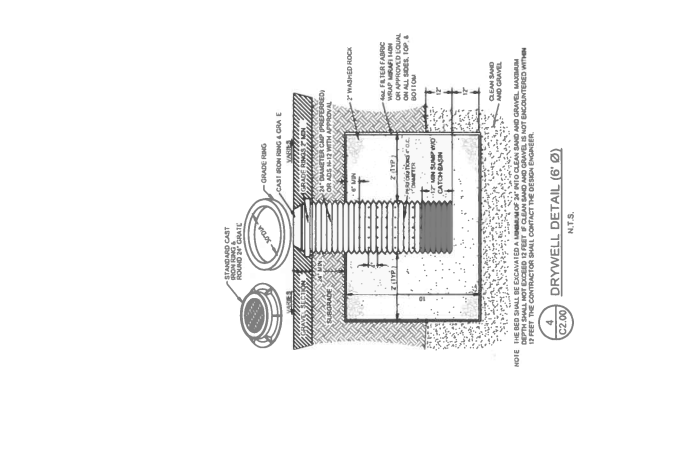
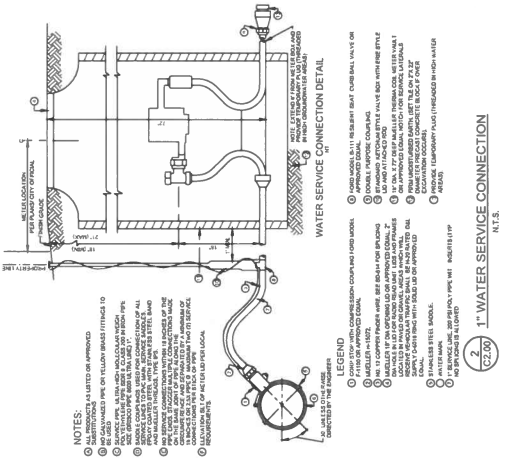


DESIGNED BY  
 DRAWN BY  
 CHECKED BY

**GALENA**  
 ENGINEERING & LAND SURVEYORS  
 317 N. River Street  
 Ketchikan, Alaska 99901  
 (907) 738-1755  
 email: galena@galena-engineering.com

NO.	DATE	BY	REVISIONS

PURPOSE: ISSUE FOR PERMIT  
 C2.00



**KETCHIKAN PUBLIC CONSTRUCTION SLURRY REQUIREMENT**  
 ALL MATERIALS TO BE APPROVED BY THE LOCAL HEALTH DEPARTMENT.  
 ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH THE LOCAL HEALTH DEPARTMENT.  
 ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH THE LOCAL HEALTH DEPARTMENT.  
 ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH THE LOCAL HEALTH DEPARTMENT.  
 ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH THE LOCAL HEALTH DEPARTMENT.  
 ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH THE LOCAL HEALTH DEPARTMENT.  
 ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH THE LOCAL HEALTH DEPARTMENT.  
 ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH THE LOCAL HEALTH DEPARTMENT.  
 ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH THE LOCAL HEALTH DEPARTMENT.  
 ALL CONNECTIONS TO BE MADE IN ACCORDANCE WITH THE LOCAL HEALTH DEPARTMENT.