



City of Ketchum

May 17, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve the Westcliff Townhomes Subdivision Preliminary Plat & Phased Development Agreement

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Townhouse Subdivision Preliminary Plat and Phased Development Agreement for the Westcliff Townhomes project.

Recommended Motion: "I move to approve the Westcliff Townhomes Subdivision Preliminary Plat and Phased Development Agreement 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 reviewed the project's Design Review application (File No. 21-019) concurrently with the Townhouse Subdivision Preliminary Plat and Phased Development Agreement (Application File No. P21-019) during their meeting on April 27th, 2021. After holding the required public hearing, the Planning & Zoning Commission: (1) unanimously approved the new townhome development's Design Review application and (2) unanimously recommended approval of the Townhouse Subdivision Preliminary Plat application and Phased Development Agreement to the City Council on April 27th, 2021.

Analysis

The Westcliff Townhomes project is a new 4-unit detached townhome development on a vacant lot located at the southwest corner of Bird Drive and Rember Street within the General Residential High-Density (GR-H) Zoning District. The Townhouse Subdivision Preliminary Plat (Application P21-008) will subdivide the development into 4 townhouse sublots. 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 will collect building permit fees based on the project's estimated cost of construction.

Attachments

- (A) Draft Findings of Fact, Conclusions of Law, and Decision
- (B) Westcliff Townhomes Preliminary Plat Application Submittal
- (C) Phased Development Agreement

Attachment A:

Draft Findings of Fact,
Conclusions of Law, and
Decision



**City of Ketchum
Planning & Building**

IN RE:)
)
Westcliff Townhomes Subdivision) **KETCHUM CITY COUNCIL**
Preliminary Plat & Phasing Agreement) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
Date: May 17, 2021) **DECISION**
)
File Number: 21-008)

PROJECT: Westcliff Townhomes

FILE NUMBERS: P21-008

APPLICATION TYPE: Townhouse Subdivision Preliminary Plat and Phased Development Agreement

REPRESENTATIVES: Peter & Kristin Anderson, Anderson Architecture, P.A. and Garth McClure,
Benchmark Associates

OWNER: Westcliff LLC

LOCATION: 106 & 110 Rember Street (Bavarian Village Subdivision: Lot 3B)

ZONING: General Residential (GR-H) High Density

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 3rd, 2021. The public hearing notice was published in the Idaho Mountain Express the on March 3rd, 2021. A notice was posted on the project site and the city's website on March 16th, 2021. The public hearing for this project was continued from the March 23rd, 2021 Planning & Zoning Commission Meeting.

FINDINGS OF FACT

The Westcliff Townhomes is a new four-unit, multi-family residential development located at 106 and 110 Rember Street within the General Residential High Density (GR-H) Zoning District. The development is comprised of four identical detached townhome units and associated site improvements.

The Westcliff Townhomes project requires both Design Review for the development of multi-family residential dwellings (Ketchum Municipal Code §17.96.010.A3) and a Townhouse Subdivision Preliminary Plat to create the townhouse sublots (Ketchum Municipal Code §16.04.080). Additionally,

the developer plans to offer units for sale individually as construction is completed and has submitted a Phased Development Plan and Agreement for review concurrently with the Townhouse Subdivision Preliminary Plat application (Ketchum Municipal Code §16.04.110). The Planning & Zoning Commission reviewed the project's Design Review application (File No. 21-019) concurrently with the Townhouse Subdivision Preliminary Plat and Phased Development Agreement (Application File No. P21-019) during their meeting on April 27th, 2021. After holding the required public hearing, the Planning & Zoning Commission: (1) unanimously approved the new townhome development's Design Review application and (2) unanimously recommended approval of the Townhouse Subdivision Preliminary Plat application and Phased Development Agreement to the City Council on April 27th, 2021.

Table 1: City Department Findings

City Department comments are based on the project concept as proposed with the Design Review project plans. All City Departments shall review and approve the project through the Building Permit application process. All comments pertaining to the Design Review drawings are subject to change. All right-of-way improvements must be reviewed and approved by the City Engineer and Streets Department prior to issuance of a Building Permit for the project.

City Department Comments
<i>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.</i>
<p>Fire Department:</p> <ul style="list-style-type: none"> It is the General Contractor's responsibility to understand and adhere to all Fire Protection Ordinance #1217 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. In lieu of a 20-foot-wide fire apparatus access road, the building located on the interior southwest corner of the project shall be provided with a minimum 14-foot-wide driveway and shall have an approved automatic fire sprinkler system installed throughout the building per City of Ketchum Ordinance No. 1217 and the National Protection Association Standard 13. An approved fire sprinkler flow bell, Knox box, and Fire Department connection shall be installed in an approved location visible to approaching firefighters. Water service lines to structures shall be hydraulically calculated for size to meet fire sprinkler flow requirements. Fire sprinkler systems shall be annually tested and maintained per NFPA 25. An approved Fire Department connection and flow bell shall be installed in a location approved by the Fire Department and the system shall be supervised by an approved alarm system. <p>Note: One electronic set of fire sprinkler system plans must be submitted to the Ketchum Fire Department as well as the State Fire Marshal's Office and a Ketchum Fire Department Permit must be obtained prior to installation of fire sprinkler systems. Inspections of fire sprinkler systems by the Fire Chief or an appointee are required. Inspections must be scheduled at least 48 hours in advance.</p> <ul style="list-style-type: none"> An approved monitored fire sprinkler alarm system shall be installed per City of Ketchum Ordinance No. 1217 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 townhome unit, with the appropriate keys, for emergency 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 townhome unit.
- Smoke and carbon monoxide detectors shall be installed per NFPA and the 2018 International Fire Code. Smoke detectors shall be installed inside each bedroom, within 21 feet of each sleeping area, and on every level of occupancy, including the basement. Carbon monoxide alarms shall be installed in a central location outside each sleeping area and on every level of the townhome unit.
- 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.
- An approved access roadway per 2018 International Fire Code Appendix D 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.
- Fire extinguishers shall be installed and maintained per 2018 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 townhome unit shall 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. During construction, three 5-pound Class A fire extinguishers shall be required in each townhome unit.
- Spark arresters are required on all solid fuel burning appliance chimneys to reduce potential fires from burning embers. A minimum 10-feet of separation from all chimneys to combustible vegetation and tree crowns shall be maintained at all times.
- This project shall comply with the City of Ketchum Fire Protection Ordinance No. 1217 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 mesh 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. All materials within 12 inches vertical of finished grade shall be 1-hour rated, non-combustible, or covered with minimum 28-gauge flashing. The area 12-inches horizontal from the base of a wall shall be finished

in a way to prevent any vegetation growing, and for vegetative debris to be easily removed. Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum horizontal clearance of 10 feet. Tree crowns within 30 feet of any structure shall be pruned to remove limbs located less than 6 feet above the ground surface adjacent to the trees. Non-fire-resistant vegetation or growth shall be kept clear of buildings and structures, in such a manner as to provide a clear area for fire suppression operations.

- 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).
- 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 the 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 adjacent ROW along Rember Street and Bird Drive must be improved to City standards for residential streets. Material shall be pervious/permeable to allow drainage. Surface must allow for vehicle parking and be consistent along the entire property frontage. Material within the first eight (8) feet from edge of asphalt shall be distinct from driveway and rest of property in order to visually appear to be available for parking. Grading and drainage improvements must meet the following standards: minimum 5% slope, no obstructions, such as boulders or berms, no buried irrigation systems within the first eight (8) feet from the edge of asphalt, and no subsurface irrigation lines are permitted beyond the first eight (8) feet, however popup heads are not permitted anywhere in the ROW. No live plant material within the first eight (8) feet from edge of asphalt. Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species is preferred.
- 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 property owner/developer and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water and sewer lines serving the property.
- Each detached townhome unit shall have separate water and sewer services. Connection fees are determined based on water and sewer meter sizes. The applicant shall have the proposed water and sewer service connection line and meter sizes verified by an Idaho-licensed plumber or mechanical engineer. The service line connections shall be installed to City standards.
- The City must approve the timing of the water and sewer connections to the municipal systems due to groundwater on the subject property. The contractor may tap the main upon inspection and approval by the Utilities Department.
- As specified in the Phased Development Agreement, by December 30, 2022 or prior to obtaining Certificate of Occupancy for the first townhome unit, each townhouse subplot shall be adequately served by both water and sewer services as shown on Sheets C1-C3 of the project plans.
- The project plans show the applicant intends to use an existing stub for the sewer service connection to serve the townhome unit located on subplot 4. Any existing stubs connecting to the property that are not proposed to be used for the new multi-family residential development must be cut and capped at the main.
- Drywells must have proper separation from potable water lines.
- The final civil drawings shall be approved by DEQ prior to issuance of a building permit for the project.
- 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: Zoning and Dimensional Standards Findings

Zoning and Dimensional Standards Analysis				
Compliant			Standards and City Council Findings	
Yes	No	N/A	Guideline	City Standards and City Council Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Minimum Lot Area
			Findings	Required Minimum Lot Area: 8,000 square feet minimum

				<p>Required Minimum Townhouse Sublot Area: equal to the of the perimeter of the townhouse unit</p> <p>KMC §17.08.020 defines <i>Area of Lot</i> as the area of a lot, exclusive of any area contained within a private driveway easement.</p> <p><i>Ketchum Municipal Code §17.08.020: Definitions</i> <i>AREA OF LOT: The area within the boundaries of a lot, exclusive of any area contained within a public or private street, alley, fire lane or private driveway easement; also, exclusive of any narrow strip of land connecting a lot set back from any public street for the purpose of providing driveway access with that street and exclusive of any portion of the property that lies between the mean high-water marks of the Big Wood River, Trail Creek and Warm Springs Creek. All exclusions shall not be used for the purpose of calculating density and building coverage. Lot area shall include the area of any dedicated public bike path, equestrian path or other public pathway within the boundaries of a lot.</i></p> <p>Proposed: Lot 3B of Bavarian Village Subdivision has a total area of 18,130 square feet (0.42 acres).</p> <p>The area of the private driveway easement on subplot 2 is 1,556 square feet.</p> <p>The area of the lot as defined by KMC §17.08.020 exclusive of the private driveway easement on subplot 2 is 16,574 square feet.</p> <p>Lot 3B is proposed to be subdivided into four townhouse sublots. All townhouse sublots within the proposed subdivisions are greater than the perimeter of the townhouse unit. No land within the townhouse subdivision is proposed to be designated as common area. The proposed areas of each townhouse sublot are indicated on the preliminary plat. Townhouse Sublot 1: 4,886 square feet Townhouse Sublot 2: 4,934 square feet Townhouse Sublot 3: 4,038 square feet Townhouse Sublot 4: 4,269 square feet</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<p>Minimum Open Space</p> <p>Findings</p> <p>Required: 35% (Footnote 5: 5% open site area may be used for private decks or patios and walkways subject to Design Review approval)</p> <p>Proposed: 6,472 square feet of open space is provided on site, which is 36% of the townhome development site's total area (Sheet A1)</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.040	<p>Floor Area Ratios and Community Housing</p>

			<p>Findings</p> <p>Gross FAR Permitted in General Residential High Density (GR-H) Zone Gross FAR Permitted in GR-H Zone: 0.5 Gross FAR Permitted with Inclusionary Housing Incentive: 1.4</p> <p>The Planning & Zoning Commission may allow an increased FAR subject to Design Review (Ketchum Municipal Code §17.124.040.B). Ketchum Municipal Code does not guarantee 1.4 as the allowed FAR. New developments may be permitted an increased FAR above 0.5 at the Commission's discretion through Design Review. To receive more floor area, new buildings must complement the scale and character of the surrounding neighborhood.</p> <p>KMC §17.124.040.B.2b allows for a gross floor area credit if groundwater issues on a development site, verified by an Idaho-licensed engineer, preclude the construction of underground parking. Upon determination by the City that groundwater on the subject property precludes underground parking, a credit of 350 square feet per required parking space may be subtracted from the net livable square footage prior to the calculation for the 20% deed restricted community housing contribution.</p> <p>The applicant has submitted a geotechnical report and hydrology opinions prepared by Idaho-licensed engineer Steve Butler attached as Exhibit E to the Staff Report. The report confirms that groundwater on the development site was observed as high as 4.3 feet below existing grade on October 17, 2019 and as high as 5.5 feet below grade on July 24, 2020. The report notes that a below-grade parking structure would be impacted by groundwater during an average snowpack runoff and is economically impractical to construct on the development site.</p> <p>Proposed Gross Floor Area Ratio Townhome Unit Gross Floor Area: 3,737 gross square feet Total Gross Floor Area (x4 townhome units): 14,948 gross square feet Parking Space Credit for Groundwater: 2,800 square feet (350 square feet x 8 required parking spaces) Total Gross Floor Area Minus Parking Space Credit for Groundwater: 12,148 gross square feet Bavarian Village Subdivision Lot 3B Area: 18,130 square feet Private Driveway Easement on Sublot 2 Area: 1,556 square feet Lot Area (as defined by KMC §17.08.020 exclusive of the private driveway easement on sublot 2): 16,574 square feet. Proposed Floor Area Ratio (FAR): 0.73 (12,148 gross square feet/16,574 square feet lot area)</p> <p>Community Housing Contribution Calculation Total Gross Floor Area Permitted with 0.5 FAR: 8,287 gross square feet</p>
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				<p>Proposed Gross Floor Area: 12,148 gross square feet Increase Above Permitted 0.5 FAR: 3,861 gross square feet 20% of Increase: 772 gross square feet Net Livable (15% Reduction): 656 net livable square feet</p> <p>As specified in the Phased Development Agreement attached as Exhibit D to the Staff Report, the applicant intends to pay the community housing in-lieu fee (\$238 per square foot) in exchange for the gross floor area increase above the 0.5 FAR permitted in the GR-H Zone.</p> <p>Community Housing Contribution: 656 net livable square feet Community Housing In-Lieu Fee: \$156,128</p> <p>Prior to issuance of a building permit for the project, the Ketchum City Council shall review and approve a FAR Exceedance Agreement addressing the square footage above the permitted 0.5 Floor Area Ratio and memorializing the associated community housing contribution.</p> <p>The Phased Development Agreement (Exhibit D) specifies that the owner agrees to pay the total \$156,128 at the time of building permit issuance for the first townhome unit.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Minimum Building Setbacks
			Findings	<p>Required: Front: 15 feet Side: 1 foot for every 3 feet in building height or 5 feet minimum and no less than 10 feet minimum for one-family dwellings Rear: 15 feet</p> <p>KMC §17.128.020: Supplementary Yard Regulations H. Decks less than 30 inches in height from existing grade may be constructed to the property line.</p> <p>Proposed: Dimensioned setbacks from property lines are indicated on Sheet L-1.0 of the project plans.</p> <p>Front (North/Rember Street): The townhome units are sublots 3 and 4 are both setback 15 feet from the development's front property line along Rember Street.</p> <p>Street Side (East/Bird Drive): The townhome unit on subplot 4 is setback 12 feet from the east side property line along Bird Drive. The</p>

				<p>townhome unit on subplot is setback 13.3 feet from the east side property line along Bird Drive.</p> <p>Side (West/Interior): The townhome unit on subplot 3 is setback 12 feet from the west side property line. The townhome unit on subplot 1 is setback 18.8 feet from the west side property line.</p> <p>Rear (South/Interior): The townhome unit on subplot 2 is setback 20 feet from the rear property line. The townhome unit on subplot 1 is setback 18.8 feet from the rear property line.</p> <p>At-grade patios on townhouse sublots 2, 3, and 4 extend into the required setback areas, which is permitted pursuant to KMC §17.128.020.H.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Building Height
			Findings	<p>Maximum Permitted: 35 feet</p> <p>Proposed:</p> <p>The building sections on Sheet A7 of the project plans (Exhibit A) specify each townhome unit's maximum height from the highest point of the roof to lowest grade. All townhome units are less than 35 feet in height from lowest existing grade.</p> <p>Townhome Unit Sublot 1: 33'-7"</p> <p>Townhome Unit Sublot 2: 33'-4"</p> <p>Townhome Unit Sublot 3: 34'-5"</p> <p>Townhome Unit Sublot 4: 34'-1"</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.030H	Curb Cut
			Findings	<p>Required:</p> <p>A maximum of 35% of the linear footage of any street frontage may be devoted to access off-street parking. Corner lots may select either or both streets as access but shall still not devote more than 35% of the total linear footage of street frontage to access off-street parking.</p> <p>Proposed:</p> <p>The dimensions of the driveway access widths are specified on Sheet L-1.0 of the project plans.</p> <p>Sublot 3 Driveway Access Width Along Rember Street: 16'-3"</p> <p>Sublot 4 Driveway Access Width Along Rember Street: 16'-3"</p> <p>Sublot 2 Driveway Access Width Along Bird Drive: 16'-3"</p> <p>Sublot 1 Private Driveway Width Along Bird Drive: 14'</p> <p>As noted on the site plan (Sheet L-1.0) and the preliminary plat, a 20-foot-wide access easement is provided on subplot 2 for ingress, egress, public utilities, and emergency vehicle access to benefit interior subplot 1. While the access easement is 20 feet wide, the width of the improved driveway access to subplot 1 is 14 feet wide.</p>

				<p>27% (32.5' driveway/120.72' street frontage) of the property's street frontage along Rember Street will be dedicated to off-street parking access.</p> <p>22% (30.25' driveway/136.89' street frontage) of the street frontage along Bird Drive will be dedicated to off-street parking access.</p> <p>Pursuant to KMC §17.96.060.G3, vehicle, bicycle, and pedestrian traffic shall flow safely within the project and onto adjacent streets. Prior to issuance of a building permit for the project, the City Engineer and Streets Department shall review the civil drawings to ensure adequate sight distances and proper signage for the proposed driveway accesses.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.040	Parking Spaces
			Findings	<p>Off-street parking standards apply to any new development and to any new established uses.</p> <p>Required: Multiple-Family Residential Dwelling Units in the GR-H Zone Units 2,001 square feet and above: 2 parking spaces</p> <p>Proposed: All townhome units exceed 2,001 square feet. Each townhome unit has its own attached 2-car garage.</p>

Table 3: Townhouse Subdivision Requirements Findings

Townhouse Plat Requirements				
Compliant			Standards and City Council Findings	
Yes	No	N/A	City Code	City Standards and City Council Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.B	<p>Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed 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.</p>
			City Council Findings	<p>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 CC&Rs document to the Planning & Building Department and file such document prior to recordation of the final plat.</p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	<p>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.</p> <p>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.</p>
			City Council Findings	The townhouse subdivision shall be platted under the procedures contained in the subdivision ordinance.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.2	The subdivider may apply for preliminary plat approval from the commission pursuant 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 commission may 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 Planning & Zoning Commission reviewed the project's Design Review application (File No. 21-019) concurrently with the Townhouse Subdivision Preliminary Plat and Phased Development Agreement (Application File No. P21-019) during their meeting on April 27th, 2021. After holding the required public hearing, the Planning & Zoning Commission: (1) unanimously approved the new townhome development's Design Review application and (2) unanimously recommended approval of the Townhouse Subdivision Preliminary Plat application and Phased Development Agreement to the City Council on April 27th, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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 reviewed the project's Design Review application (File No. 21-019) concurrently with the Townhouse Subdivision Preliminary Plat and Phased Development Agreement (Application File No. P21-019) during their meeting on April 27th, 2021. After holding the required public hearing, the Planning & Zoning Commission: (1) unanimously approved the new townhome development's Design Review application and (2) unanimously recommended approval of the Townhouse Subdivision Preliminary Plat application and Phased Development Agreement to the City Council on April 27th, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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 Findings	The applicant has proposed a phased development project. The final plat procedure for each phase shall follow KMC §16.04.030.G and comply with the additional provisions of KMC §16.04.110.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	<p>D. Final Plat Procedure:</p> <p>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:</p> <ul style="list-style-type: none"> 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. <p>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.</p>
			City Council Findings	The applicant shall follow the final plat procedure as specified in the City's subdivision ordinance and as specified in the Phased Development Agreement.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.1	<p>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</p> <p>All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</p>
			City Council Findings	The townhome project is located within the General Residential High Density (GR-H) Zone. The townhomes development has a Floor Area Ratio of 0.73 (12,148 gross square feet/16,574 square feet lot area).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.2	<p>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.</p>
			City Council Findings	Each townhome unit includes an attached and enclosed 2-car garage.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.3	<p>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)</p>
			City Council Findings	This townhouse subdivision will comply with all applicable local, state, and federal ordinances, rules, and regulations.

Table 4: Preliminary Plat Requirements and Subdivision Design & Development Standards Findings

Preliminary Plat Requirements and Subdivision Design & Development Standards Findings				
Compliant			Standards and City Council Findings	
Yes	No	N/A	City Code	City Standards and City Council Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			Findings	The application has been reviewed and determined to be complete.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	Application and Preliminary Plat Contents: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:
			Findings	All required materials for the preliminary plat application have been submitted.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.1	The scale, north point and date.
			Findings	This standard has been met. The preliminary plat contains a scale, north point, and date.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	The name of the proposed subdivision.
			Findings	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			Findings	This information has been provided on the application form and indicated on the Preliminary Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.4	Legal description of the area platted.
			Findings	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			Findings	This standard has been met. The neighboring Bavarian Village Townhomes and the West Ketchum Residences currently under construction are indicated on the plat map.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of 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.
			Findings	This project plans include a topographic map.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			Findings	Rember Street and Bird Drive are indicated on the plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.8	Boundary description and the area of the tract.
			Findings	This boundary description and the area of the tract is noted on the Preliminary Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.9	Existing zoning of the tract.

Westcliff Townhomes Subdivision Preliminary Plat and Phased Development Agreement

Findings of Fact, Conclusions of Law, and Decision

City Council Meeting of May 17th, 2021

City of Ketchum Planning & Building Department

			Findings	The property is within the GR-H Zone.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			Findings	This standard has been met. No new streets are proposed. The 20-foot-wide access easement is specified within plat note 5 and the location and dimensions of the access easement are designated as parcel A on the plat map. The subplot lines and dimensions are indicated on the preliminary plat map.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			Findings	The townhome development does not provide any land intended to be dedicated for public use or for the common use of all future property owners within the proposed subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			Findings	The project plans indicate the locations of all utilities that will serve the townhome development. The Phased Development Agreement includes the required construction and completion scheduled for the required improvements and designates the owner's maintenance responsibilities.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.13	The direction of drainage, flow and approximate grade of all streets.
			Findings	The project plans include drainage improvements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			Findings	All drainage improvements have been indicated on the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.15	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			Findings	The project plans include a vicinity map.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.16	The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.
			Findings	N/A. The property is not currently mapped to be in the floodplain/floodway. The property is not located within the avalanche zone.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.17	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection

				of two (2) or more streets.
			Findings	N/A. The property is not located within the floodway, floodplain, or avalanche zone. The property does not lie adjacent to a river or creek. The lot does not contain slopes of 25% or greater. The project does not create a new lot—the preliminary plat subdivides an existing corner lot into 4 townhouse sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.18	Lot area of each lot.
			Findings	The existing and proposed size of each subplot is indicated.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.19	Existing mature trees and established shrub masses.
			Findings	The project plans indicate existing mature trees and shrub masses.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.20	To be provided to Administrator: Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County Assessor.
			Findings	The Westcliff Townhomes subdivision name is unique and is not the same as another townhouse subdivision in Blaine County.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.21	All percolation tests and/or exploratory pit excavations required by state health authorities.
			Findings	N/A. This project will connect to municipal services.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.22	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			Findings	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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.23	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			Findings	This standard has been met. The applicant has submitted a Title Report and the Last Deed of Record.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.24	A digital copy of the preliminary plat shall be filed with the administrator.
			Findings	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Findings	This standard has been met. Sheet L-1.0 indicates existing trees and

				vegetation to be removed. The landscape plans on Sheets L-2.0 and L3.0 show the new landscaping proposed with the townhome development, including evergreen trees, deciduous trees, shrubs, and ornamental grasses.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			Findings	Improvement plans shall be reviewed and approved by City Departments through the building permit application process.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			Findings	The completion of improvements shall follow the construction schedule specified in the Phased Development Agreement.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall 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.
			Findings	The completion and acceptance of improvements shall follow the construction schedule specified in the Phased Development Agreement.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required

				<p>improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			Findings	The applicant shall meet the required monumentation standards prior to recordation of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.

				<p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat..</p>
			Findings	<p>Standards 1, 3, 4, 5, and 6 have been met.</p> <p>Standard 1 has been met—the lot and townhouse sublots sizes, widths, and depths comply with the dimensional standards for lots and townhouse sublots required in the GR-H Zone. The proposed townhome development complies with setbacks from front, rear, and side property lines required in the GR-H Zone.</p> <p>Standard 6 has been met. Sublot 3 has 62.26 feet of street frontage along Rember Street, Sublot 4 has 58.46 feet of street frontage along Rember Street, and Sublot 2 has 70.39 of street frontage along Bird Drive. Sublot 1 is accessed from a 20-foot-wide access easement that border the rear property line on subplot 2.</p> <p>Standard 2 is not applicable as the subdivision is not located in the floodplain, mountain overlay, or avalanche zone.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			Findings	N/A. No new blocks are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.1	<p>H. Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;

			Findings	N/A. The townhome development is an infill project within an existing subdivision. No new streets are proposed. The townhomes are accessed from Bird Drive, Rember Street, and a private driveway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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 having jurisdiction, now existing or adopted, amended or codified;
			Findings	This proposal does not create a new street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.3	3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;
			Findings	N/A. No street frontage improvements like planting strips are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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;
			Findings	N/A. This proposal does not create a new street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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;
			Findings	N/A. This proposal does not create a new street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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;
			Findings	N/A. This proposal does not create a new dead end street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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;

			Findings	N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.9	9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);
			Findings	N/A. No new streets are proposed with this townhome development.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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 radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;
			Findings	N/A. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.11	11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;
			Findings	N/A. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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 townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.13	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 townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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 townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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 streets;
			Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.17	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 townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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 townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed and no sidewalks are required to be installed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.19	19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;
			Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new private streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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 townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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	While the Westcliff Townhomes project qualifies as a substantial improvement, sidewalks are not required to be installed within this residential neighborhood. The applicant shall improve the right-of-way (ROW) adjacent to the front property line along Rember Street and the street side property line along Bird Drive to City ROW standards for residential roadways. The required right-of-way improvements are indicated on Sheet C2 of the project plans (Exhibit A). Material shall be pervious/permeable to allow drainage. Surface must allow for vehicle parking and be consistent along the entire property frontage. Material within the first eight (8) feet from edge of asphalt shall be distinct from driveway and rest of property in order to visually appear to be available for parking. Grading and drainage improvements must meet the following standards: minimum 5% slope, no obstructions, such as boulders or berms, no buried irrigation systems within the first eight (8) from the edge of asphalt, and no subsurface irrigation lines are permitted beyond the first eight (8) feet, however popup heads are not permitted anywhere in the ROW. No live plant

				<p>material within the first eight (8) feet from edge of asphalt. Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species is preferred.</p> <p>Final civil drawings for all associated ROW improvements shall be submitted with the building permit application to be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit for the project.</p> <p>See Table 1 for comments and conditions from the City Engineer & Streets Department.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.23	<p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p>
			Findings	No gates are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.24	<p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone</p>
			Findings	N/A. The townhouse sublots are not located within the Avalanche Zone.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>I. Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			Findings	N/A. The townhouse sublots are located in a residential neighborhood within the City's GR-H Zone and do not abut an alley.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.1	<p>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.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p>
			Findings	N/A. These easements are not required as the project create a new street and the property is not adjacent to Warm Springs Road.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.2	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 as the townhouse sublots do not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			Findings	N/A as the townhouse sublots do not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.4	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 as the townhouse sublots do not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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 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.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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 an existing residential neighborhood. The City Engineer has determined that sidewalks are not required for this project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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. The Phased Development Agreement includes the required construction and completion scheduled for the required improvements and designates the owner's maintenance responsibilities.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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. The Phased Development Agreement includes the required construction and completion scheduled for the required improvements and designates the owner's maintenance responsibilities.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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 L-3.0 of the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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 cuts,

				fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following: 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application.
			Findings	The applicant has submitted a geotechnical report for the project site, which will be included with the building permit application for review by the City Engineer. The project shall meet all cut, fill, and grading standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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, commission or Council to adequately review the affect of the proposed improvements.
			Findings	The project plans include a grading plan prepared by an Idaho-licensed engineer.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.3	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.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.4	4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.
			Findings	N/A. The townhome development is an infill project on a vacant lot surrounding by existing development.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.

				<p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>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.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			Findings	The project shall meet these development standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.0	<p>O. Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			Findings	<p>The drainage system must keep all storm water within the project site. Storm water is prohibited from draining onto the Rember Street or Bird Drive rights-of-way. All drainage improvements must meet city standards. Drainage improvements are indicated on Sheet C1, C2, C3, and L2 of the project plans (Exhibit A). Proposed drainage improvements include a system of drywells, catch basins, and storm drain pipes.</p> <p>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 geotechnical report with the building permit application for review by the City Engineer. As noted in the Utilities Department's comments, all drywells must</p>

				have proper separation from potable water lines. See Table 1 for City Department comments and conditions.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	P. Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			Findings	All utilities, including electricity, natural gas, telephone, and cable services, shall be installed underground.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Q. Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Findings	N/A. The townhouse subdivision does not trigger off-site improvements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	R. Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Findings	N/A. The townhouse sublots are not located in the Avalanche or Mountain overlay zoning districts.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	S. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Findings	The applicant will install new landscaping as indicated on Sheet L-3.0 of the project plans.

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 approve 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 Townhouse Subdivision Preliminary Plat and Phased Development Agreement this Monday, May 17th, 2021 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The project shall meet all City Department requirements as specified in Table 1 and all governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No.1217), Building Department (2018 International Building Code, the 2018 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
2. The project shall comply with all conditions and comments as specified in Table 3: Townhouse Subdivision Requirements and Table 4: Preliminary Plat Requirements and Subdivision Design & Development Standards.
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 Planning & Building Department 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 17th day of May 2021.

Neil Bradshaw
Mayor
City of Ketchum

Attest:

Lisa Enourato, Interim City Clerk

Attachment B:
Westcliff Townhomes
Preliminary Plat
Application Submittal



City of Ketchum
Planning & Building

OFFICIAL USE ONLY

Application Number:

Date Received:

By:

Fee Paid:

Approved Date:

By:

Subdivision Application

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: Westcliff Townhomes			
Owner of Record: PB Investments / Westcliff LLC			
Address of Owner: PO Box 1906, Twin Falls, ID 83303			
Representative of Owner: Benchmark Associates, PA			
Legal Description: Bavarian Subdivision, Lots 3B			
Street Address: 106/110 Rember Street			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 1 lot being divided into 4 townhouse sublots			
Total Land Area: 18,130 sf			
Current Zoning District: GR-H			
Proposed Zoning District: GR-H			
Overlay District: none			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet: n/a			
Easements to be dedicated on the final plat: 10' utility easement per Inst. Nos. 660804 & 661178			
Briefly describe the improvements to be installed prior to final plat approval: building improvements per building permit			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format.			

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

Applicant Signature

1/15/20
Date

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WESTCLIFF TOWNHOMES**

THIS DECLARATION is made on the date hereunder set forth by **WESTCLIFF, L.L.C.**, an Idaho limited liability company, hereinafter referred to as "Declarant".

RECITALS

This Declaration is made in contemplation and furtherance of the following facts and purposes:

- A. Declarant is the owner of certain real property located in the City of Ketchum, Blaine County, State of Idaho, more particularly described as follows: Bavarian Subdivision Lot 3B as shown on the official plat thereof recorded as Instrument No. _____, records of Blaine County, Idaho (hereinafter sometimes referred to as "Subdivision).
- B. The Subdivision, and all improvements and structures to be erected and maintained thereon, is a Townhome subdivision project developed pursuant to applicable zoning, subdivision and land use ordinances of the City of Ketchum, Idaho.
- C. It is the intent of the Declarant to create a quality residential Townhome project in Ketchum within Westcliff Townhomes Subdivision and the surrounding environment, for the enjoyment and convenience of persons living within said project, and to secure said objectives through the covenants, conditions and restrictions hereinafter set forth.

DECLARATION

Declarant hereby declares that Westcliff Townhomes Subdivision, and all real property, parcels, lots, Townhome sub-lots and common area now or hereafter situated within said Subdivision, or otherwise made subject hereto, shall all be held, conveyed, encumbered, leased and used subject to the following covenants, conditions, restrictions and equitable servitudes hereinafter set forth or provided for, which shall run with said land and be binding upon, and benefit, all parties now or hereafter having or 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. "Architectural Design Committee" shall mean the committee created pursuant to Article VII hereof.

Section 2. "Articles" shall mean the Articles of Incorporation of the Westcliff Townhomes Owners Association, Inc.

Section 3. "Assessments" shall mean assessments described in Article VI.

Section 4. "Association" shall mean and refer to Westcliff Townhomes Owners Association, Inc., a non-profit corporation organized pursuant to Article V of this Declaration under the laws of the State of Idaho, its successors and assigns.

Section 5. "Common Area" means the roadways, driveways and other properties so designated as "common area" on the townhouse unit plat map, a copy of which is attached hereto as Exhibit "A", as well as any other lots or real property purchased by Association.

Section 6. "Lot" shall mean and refer to a Townhome lot as shown on the official plat of the Subdivision.

Section 7. "Westcliff Homeowners Association, Inc." shall mean and refer to the association of owners of Townhome lots within the Subdivision.

Section 8. "Member" shall mean a member of the Association, who shall be an Owner and shall qualify for membership in the Association in the manner hereinafter set forth.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Townhome Lot; provided, however, that the term "Owner" shall not include those having only a security interest in any Lot through a lien, encumbrance, deed of trust or mortgage, or other similar security instrument.

Section 10. "Property" shall mean and refer to the real property within the Subdivision.

Section 11. "Townhome" shall mean and refer to a Townhome residential unit, as that term is defined in the applicable land use ordinances of the City of Ketchum, Idaho, to be built and maintained on each Lot as depicted on the Subdivision plat.

ARTICLE II PROJECT DEVELOPMENT

Section 1. Development of Lots. Declarant has or shall construct, or cause to be constructed, pursuant to plans and specifications approved by the City of Ketchum, Idaho, a Townhome on each Lot within the Subdivision.

Section 2. Common Area. Any Common Area shown on the Plat for the Subdivision shall be deeded by the Declarant to the Association, to be held, improved, maintained, managed and used by the Association for the common benefit, use and enjoyment of the Owners and their respective family members, guests and invitees subject to the provisions of this Declaration. Prior to being deeded to the Association, the Declarant, at its sole cost and expense, shall improve or make appropriate provisions for the improvement of the Common Area in a manner consistent with the official Plat for the Subdivision and specifications approved by the City of Ketchum, Idaho.

ARTICLE III TOWNHOME RESTRICTIONS

Section 1. Residential Purposes. Lots shall be restricted exclusively to residential use. No structures of a temporary character, trailer, tent, shack, carport, garage or other similar improvement shall be used as a residence, either temporarily or permanently, on any Lot.

Section 2. Exterior Changes and Alterations. No changes or alterations to the exterior of any Townhome or other improvement on any Lot may be made or undertaken without the prior approval of the Architectural Design Committee of the Westcliff Townhomes Townhome Subdivision; provided, however, that this provision shall not preclude exterior painting provided there is no change in existing color, or the replacement or repair of broken or damaged exterior windows, siding, trim, decking, sidewalks, driveways, fences, exposed structural members or foundations, if the same does not alter the size of the Townhome, the configuration of its exterior, or the architectural features of the Townhome, including the size and shape of windows, or the pitch or configuration of roof lines, eaves and exposed gables.

Section 3. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that not more than a total of two (2) dogs, cats, or other household pets may be kept by Owners, provided they are not kept, bred or maintained for any commercial purpose, do not endanger the health of other residents, are not allowed outside the Townhome except when kenneled in an approved dog run, leashed or otherwise under someone's direct control, and do not unreasonably disturb the occupants of any other Townhome, or the owners, occupants or residents of the Westcliff Townhomes Subdivision. The term "household pets" is defined as dogs and cats.

Section 4. Signs and Business Activities. No advertising signs, billboards, or commercial equipment or supplies shall be erected, placed, or permitted to remain on any Lot or Common Area, nor shall any Lot or Common Area be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner or occupant of any Townhome.

Section 5. Service Facilities. No outside clotheslines shall be permitted, and all garbage cans, maintenance tools, and similar items shall be kept screened or enclosed to conceal them from the view of neighboring Lots.

Section 6. Exterior Antennas. No exterior television or radio antennas or similar communication installations shall be placed on any Lot without prior written approval from the Architectural Design Committee of Westcliff Townhomes Subdivision.

Section 7. Nuisances. No rubbish, waste or debris of any kind shall be placed or permitted to accumulate upon any Lot, and no odor shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to the occupants of any residence within Westcliff Townhomes Subdivision. No exterior lights or noise, including but not limited to, noise created by people, animals, equipment and/or machinery, shall be permitted to exist, emanate from, or operate upon any Lot or Common Area so as to be offensive or detrimental to any other Lot, or its occupants, or to the occupants of any residence within Westcliff Townhomes Subdivision.

Section 8. Hazardous Activities. No activities shall be conducted, and no improvements shall be constructed on any Lot or Common Area which are or might be unsafe or hazardous to any person or property. Without limiting the foregoing, no firearms shall be discharged upon any Lot or Common Area and no open fires shall be lighted or permitted except in a contained barbecue unit while attended and in use for cooking purposes, or within a safe and well designed interior fireplace or stove.

Section 9. Unsightly Articles. No unsightly articles shall be permitted to remain on any Lot so as to be visible from adjoining Lots or Westcliff Townhomes Subdivision, including, without limitation, trailers, campers, motorhomes, boats, tractors, vehicles, inoperable vehicles, snowmobiles, and snow removal, garden, or maintenance equipment.

Section 10. Exterior Maintenance. The Association shall at all times keep the exterior of each Townhome and appurtenant exterior decks, fences, sidewalks, porches and patios in good condition and repair, and shall not let the condition thereof deteriorate to the point where it has a negative impact on the value, use or enjoyment of other Townhomes, Common Area, or properties within the Westcliff Townhomes Subdivision. For the common good of all Owners, and the owners of lots within Westcliff Townhomes Subdivision, it is the intent of this provision that all Townhomes and related improvements be maintained in a first class manner. Every Owner, by

accepting a deed to a Lot, is deemed to grant unto the Association such easements, rights to access and other authorizations as may be necessary to permit the Association, or their designated agents, to complete the necessary exterior repairs and maintenance, and upon completion, to recover any costs reasonably incurred therefor, through the levy of annual or special assessments as provided for in Article VI hereinafter.

Section 11. Townhome Alterations. Notwithstanding anything to the contrary herein contained, no Townhome shall be increased in size, exterior, configuration or square footage through any remodel, addition or replacement, or through the conversion or enclosure of any storage areas, porches, patios, decks or garage space into residential living area.

Section 12. Fire and Casualty Insurance of Townhomes. The Association shall acquire and maintain a policy or policies of insurance on each Townhome, insuring it to its full insurable value against loss or damage due to fire or other cause insured in a standard fire and casualty policy of insurance.

Section 13. Townhome Contents and Liability Insurance. Each Owner shall be solely responsible to determine, obtain and pay for any desired fire and casualty insurance coverage for contents and personal property situated within said Owner's Townhome or on said Owner's Lot, and any desired liability insurance for activities conducted, or otherwise occurring, on said Lot.

Section 14. Occupancy Limits. Full-time occupants of the Townhomes within the Subdivision shall be limited to four (4) persons with no exceptions. For purposes of this section "full-time" shall refer to any consecutive period of seven (7) days.

Section 15. Garage Use. Garages are intended and shall be used primarily for the parking and temporary storage of automobiles belonging to the owners of said garages. No garage shall be used for any storage or other purpose which would prevent its use for such automobile parking or temporary storage. All Townhome Owner's and occupant's vehicles must be kept in their respective garages.

ARTICLE IV COMMON AREA

Section 1. Conveyance to the Association. Prior to the sale of any Lot within the Subdivision, the Declarant at its sole cost and expense shall improve or make appropriate provision for the improvement of said Common Area in a manner consistent with the plat and development plans approved by the City of Ketchum, and deed the same to the Association, which the Association shall accept, at no cost to it, free and clear of all liens and encumbrances other than easements of record.

Section 2. Snow melt systems have been installed for the driveways within the project. However, in the event a heavy snowfall necessitates removal of the snow by hauling it away, such expense shall be deemed a common area expense of the Association.

Section 3. Enjoyment of Common Area. Subject to the following provisions and limitations, each Owner shall have a non-exclusive right and easement of enjoyment, in common with all other Owners, in and to any Common Area, and such right and easement shall be appurtenant to and pass with the title to each Lot:

- A. The right of Association to assess reasonable fees for operation, repairs and maintenance of the Common Area.
- B. The right of the Association to suspend the voting rights and right to use Common Area by an Owner for any period during which said Owner remains delinquent in the payment of any assessment duly levied against any Lot owned by said Owner.
- C. The right of the Association to promulgate reasonable rules and regulations governing the use and enjoyment of Common Area by Owners, their family members, and guests.
- D. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of further improving Common Area and related facilities; and in aid thereof to place a mortgage, deed of trust or other security instrument upon the Common Area.

Section 4. Improvement of Common Area. 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 therefor as may be reasonably necessary, subject to the provisions and limitations set forth herein.

Section 5. Common Area Obstructions. Notwithstanding anything to the contrary herein contained, the Common Area shall not be used for the storage of equipment, recreational vehicles (including boats, trailers, campers, watercraft, snowmobiles, motorcycles and similar vehicles), inoperable automobiles and trucks, trash, debris, or other items which may impede the use of the paved access of the Common Area for access and temporary vehicular parking.

ARTICLE V

THE ASSOCIATION

Section 1. Membership. Every Owner shall be entitled and required to be a Member of the Association. If title to a Lot is held by more than one person or entity, the membership related

to that Lot 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 Lot is held. An Owner shall be entitled to one membership for each Lot owned by that Owner. No person or entity other than an Owner may be a member of the Association.

Section 2. Voting Rights. The total number of votes which may be cast by all Members of the Association shall be the same as the total number of Lots, and each membership shall be entitled to one (1) vote.

Section 3. Cumulative Voting. 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 a 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 4. Governance. The Association shall be governed by a Board of Directors and officers in accordance with its Articles of Incorporation and Bylaws.

Section 5. Management of the Common Area. Subject to the exclusive landscaping easement referred to in Article IV, Section 5 hereinabove, the Association shall be responsible for exclusive management and control of the Common Area. All driveways, parking areas, landscaping and other improvements situated on or included in Common Area, shall be kept in good condition and repair and all driveways and parking areas belonging to the Association shall be kept reasonably free of debris, obstructions, and snow by the Association. The Association shall keep the Common Area and its improvements fully insured against reasonable risks of casualties, and shall maintain public liability insurance coverage on the Common Area in an amount the Board of Directors deems appropriate.

Section 6. Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage the Association's affairs, or any part thereof, to the extent the Association deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of its purposes and obligations, whether such personnel are furnished or employed directly by the Association or any person or entity with whom the Association contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property, or the enforcement of this Declaration. The Association may arrange with others to furnish insurance, electricity, water, sewer, snow removal, trash collection, landscaping, or other services for the Common Area or other property owned or managed by the Association pursuant to this Declaration.

Section 7. Rules and Regulations. 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. Such rules and regulations may include, without limitation, govern the use of all driveways and parking areas owned or controlled by the Association for the benefit of the Owners. The Association may also take judicial action against any Owner to enforce compliance with any of its rules or regulations, or the other terms or provisions of this Declaration.

Section 8. Assessments. The Association shall be empowered to levy, enforce, and collect annual assessments and special assessments, against Townhomes and the Owners thereof in the manner and amounts set forth in Article VI hereinbelow.

Section 9. Implied Rights. 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 or privilege.

ARTICLE VI ASSESSMENTS

Section 1. Agreement to Pay Assessments. Declarant, for each Lot owned by the Declarant, hereby covenants, and each subsequent Owner of any Lot, by the acceptance of a deed therefor, 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 pay to the Association the assessments provided for in this Declaration. In the case of joint or co-ownerships, this liability shall be joint and several. Such assessments shall be levied against Lots and collected from time-to-time in the manner provided in this Article VI.

Section 2. Annual Assessments. Annual assessments against all Lots 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 Association's affairs. Such expenses may include, among other things, those incurred for taxes, fire and casualty insurance, liability insurance, legal and accounting services, road maintenance, snow removal, landscaping installation and maintenance, Common Area utilities, Common Area improvements and equipment, the repair, maintenance and replacement of Common Area improvements and equipment, the repair and maintenance of the exterior components of Townhomes, and the creation of a reasonable contingency reserve, surplus and/or sinking fund for capital improvements, replacements and repair.

Section 3. Special Assessments. In addition to the annual assessments authorized hereinabove, the Association may levy at anytime 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 expenses duly incurred or to be incurred as provided in this Declaration, but not adequately provided for by the annual assessment. This section shall not be construed as independent authority for the Association to incur expenses, but shall be construed to prescribe an alternative manner of assessing for expenses authorized in other sections hereof.

Section 4. Apportionment of Assessments. Unless otherwise provided to the contrary herein, annual and special assessments shall be apportioned equally among the Owners and their respective Lots.

Section 5. Exemption from Assessment. Notwithstanding anything to the contrary herein contained, no annual or special assessments shall be levied against any Lot owned by the Declarant, nor be payable by, or collected from the Declarant.

Section 6. Notice of Assessments and Time for Payment Thereof. The Association shall establish an annual assessment each year, the exact date to be determined by its Board of Directors, and shall further establish and levy special assessments whenever circumstances, in the opinion of the Board of Directors, require it to meet the financial obligations and necessities of the Association. Such assessments shall be payable annually, quarterly, monthly, or in a lump sum, as the Association from time-to-time determines. The Association shall provide each Owner with notice specifying the amount of the assessment levied against its Lot and the date or dates of payment of the same. No payment shall be due less than 15 days after said written notice has been given and each assessment shall bear interest at the rate of 12 percent per annum from and after the date it becomes due and payable if not paid within 30 days after such date. 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 in such a case shall be deferred to a date 15 days after such notice has been given.

Section 7. Lien of Assessment. All sums assessed against any Lot shall be secured by a lien on said Lot 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 Lot, 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 may 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 Lot the legal description of said Lot. Such notice shall

be signed by an officer of the Association and may be recorded in the office of the County Recorder of Blaine County, Idaho. No such notice of assessment shall be recorded until there is a 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.

Unless sooner satisfied and released, or the enforcement initiated as provided earlier in this section, any lien created pursuant to this section shall expire and be of no further force or effect one year from the date of recordation of said notice of assessment; provided, however, said one year period may be extended by the Association for an additional period not to exceed one year by a written extension signed by an officer of the Association and recorded in the office of County Recorder of Blaine County, Idaho, prior to the expiration of the initial one year period.

Section 8. Personal Obligation of Owner. The amount of any assessment against any Lot shall be the personal obligation of the Owner thereof to the Association. A suit to recover a money judgment for such obligation can 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 waiver of the use and enjoyment of any of the common area, or by the sale or abandonment of the Lot.

Section 9. Personal Liability of Purchasers. Subject to the provisions of Section 7 immediately hereinabove, the purchaser of a Lot 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 Lot.

ARTICLE VII ARCHITECTURAL DESIGN COMMITTEE

Section 1. Architectural Review and Approval. No improvement, alteration or change to the exterior of any Townhome, or any appurtenant exterior appurtenance, such as decks, porches, patios, and exterior colors shall be constructed, installed, or completed until the plans and specifications therefor have been submitted to, and approved in writing by, the Architectural Design Committee (hereinafter "ADC") of the Westcliff Townhomes Subdivision. All plans and specifications shall be evaluated as to compliance with this Declaration, harmony, and compatibility with the external design of other Townhomes and the location of any proposed improvements in relation to surrounding structures, topography and neighborhood design characteristics.

Section 2. Architectural Design Committee. Appointments to the ADC shall be made by the Board of Directors of the Association, and members shall serve at the pleasure of said Board of Directors. Members may, but need not, be Owners. A majority of the ADC 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 ADC.

Section 3. Powers and Duties of the ADC. The ADC shall have the following powers and duties:

- A. To require submission to the ADC of complete sets of plans and specifications for any proposed exterior improvement, alteration, change or structure for any Townhome or Lot. The ADC may also require submission of samples of building 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 proposed alterations, additions, changes, modifications, or improvements to the exterior of any Townhome or Lot. All decisions of the ADC shall be submitted in writing to the applicant, and signed by all members of the ADC participating in such decision. In the event that the ADC fails to approve or disapprove any plans or specifications requested within thirty (30) days after receiving an application therefor, together with all additional information, plans or specifications requested by the ADC, approval of the ADC shall conclusively be deemed to have been given.
- C. To require a fee to be set and, as necessary from time-to-time amended, by the ADC, in an amount reasonably calculated to defray the costs incurred in reviewing proposed development plans, including the costs incurred for the services of any architects, engineers or other professional consultants retained by the ADC to assist it in the review process.
- D. To obtain, and pay for, the services of architects, engineers or other professional consultants which the ADC deems necessary or appropriate to assist in the review process.

Section 4. Development by Declarant. The ADC shall not have any jurisdiction over, or right to review, approve or disapprove of any Townhome Unit or other improvement placed upon any Lot or other portion of the Property by the Declarant, or its designated agents or contractors; provided, however, that all Townhome Units or other improvements constructed by the Declarant or its designated agents or contractors shall conform substantially with plans and inspections approved by the City of Ketchum.

ARTICLE VIII REVOCATION OR AMENDMENT

Section 1. Method of Revocation or Amendment. This Declaration may be amended or revoked, in part in whole, by an instrument duly executed by the record Owners of more than two-thirds of the total number of Lots subject to the provisions of this Declaration on the effective date of the amendment or revocation, and by all mortgagees and deed of trust beneficiaries under any mortgage or deed of trust encumbering any Lot appearing of record at the time of revocation or amendment. Any such revocation or amendment duly adopted shall be binding upon every Owner and Lot, whether the burdens thereon are increased or decreased by any such amendment or revocation, and whether or not the Owner consents thereto. Notwithstanding the foregoing, the provisions of Article III; Article IV, Sections 5 and 6; Article VII, Section 1; Article VIII; and Article IX, Sections 7 and 8, shall not be amended or revoked without the prior written consent of the Board of Directors of the Westcliff Townhomes Homeowners Association, Inc.

ARTICLE IX MISCELLANEOUS

Section 1. Compliance. Each Owner shall comply with the provisions of this Declaration, the 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 damages or injunctive relief, or both, maintainable by the Association or any Owner.

Section 2. Mailing Address. Each Owner shall provide the Association with such Owner's mailing 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, addressed to the Owner at the given address.

Section 3. Transfer of Rights. Any right or interest reserved hereby to the Declarant may be transferred or assigned by the Declarant to any person or entity.

Section 4. Number and Gender. 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 5. Severability. If 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 this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

Instrument # 678686

HAILEY, BLAINE, IDAHO
01-28-2021 2:20:46 PM No. of Pages: 3
Recorded for: ROBERTSON & SLETTE, PLLC
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

After Recording Return To:

Gary D. Slette
Robertson & Slette, pllc
P.O. Box 1906
Twin Falls, ID 83303

This Space Reserved for Recording Purposes

QUITCLAIM DEED

FOR VALUE RECEIVED, **PB INVESTMENTS**, an Idaho general partnership, does hereby convey, release, remise and forever quitclaim unto, **WESTCLIFF, LLC**, an Idaho limited liability company, whose address is P.O. Box 1906, Twin Falls, Idaho 83303, all of its right, title and interest in and to the following described premises, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF BY THIS REFERENCE**

Subject to a recorded deed of trust in favor of D.L. Evans Bank recorded as Instrument No. 671148 on July 27, 2020, in the records of Blaine County, Idaho.

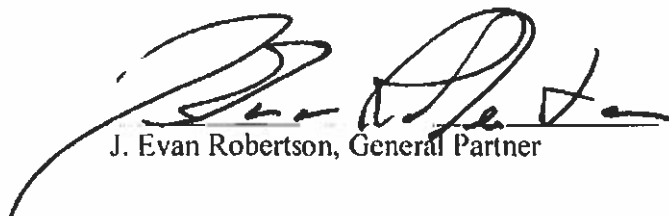
To have and to hold the said premises and their appurtenances unto the said Grantee, its successors and assigns, forever.

DATED this 28th day of January, 2021.

**PB INVESTMENTS, an Idaho
general partnership**



Gary D. Slette, General Partner

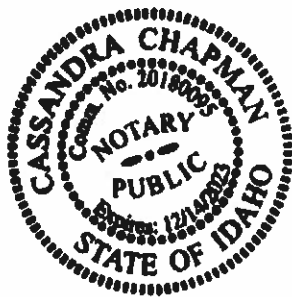


J. Evan Robertson, General Partner

STATE OF IDAHO)
 ss.
County of Twin Falls)

On this 28th day of January, 2021, before me, a Notary Public, in and for said County and State, personally appeared **GARY D. SLETTE**, known or identified to me to be a general partner of **PB INVESTMENTS**, the partnership that executed the foregoing instrument, and acknowledged to me that such partnership 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.

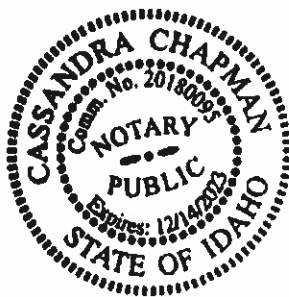


Cassandra Chapman
NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls

STATE OF IDAHO)
 ss.
County of Twin Falls)

On this 28th day of January, 2021, before me, a Notary Public, in and for said County and State, personally appeared **J. EVAN ROBERTSON**, known or identified to me to be a general partner of **PB INVESTMENTS**, the partnership that executed the foregoing instrument, and acknowledged to me that such partnership 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.



Cassandra Chapman
NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls

EXHIBIT “A”

LEGAL DESCRIPTION

Parcel I

Lot 3A, Block 1 of BAVARIAN VILLAGE SUBDIVISION: LOTS 3A, 4A, 5A, 6A, 7 A & 8A, as shown on the official plat thereof recorded as Instrument No. 631181, records of Blaine County, Idaho.

Parcel II

Lot 4A, Block 1 of BAVARIAN VILLAGE SUBDIVISION: LOTS 3A, 4A, 5A, 6A, 7 A & 8A, as shown on the official plat thereof recorded as Instrument No. 631181, records of Blaine County, Idaho.

stewart title

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:


Authorized Countersignature

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




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 2022352

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 1 of 3



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 2022352

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 3 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"
LEGAL DESCRIPTION**

Parcel I

Lot 3A, Block 1 of BAVARIAN VILLAGE SUBDIVISION: LOTS 3A, 4A, 5A, 6A, 7A & 8A, as shown on the official plat thereof recorded as Instrument No. 631181, records of Blaine County, Idaho.

Parcel II

Lot 4A, Block 1 of BAVARIAN VILLAGE SUBDIVISION: LOTS 3A, 4A, 5A, 6A, 7A & 8A, as shown on the official plat thereof recorded as Instrument No. 631181, records of Blaine County, Idaho.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 2022352

ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2022352- Amended No. 2

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. 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.
3. 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.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
5. 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.
6. (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.
7. 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.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
9. General taxes for the year 2020 and subsequent years, which are a lien not yet payable.

General taxes for the year 2019, a lien in the amount of \$2,358.12, which are paid in full. (Parcel No. RPK042000003A)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 2022352

ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

NOTE: The following conveyances describing all or a part of the subject property have been recorded within the last 24 months:

Grant Deed from TBDBV, LLC(grantor) to Robert L. Van Fossan Jr. Trustee of the Robert L. Van Fossan Revocable Deed of Trust dated, December 12, 2013 and Mary D. Van Fossan, Trustee of the Mary D. Van Fossan Revocable Deed of Trust dated December 12, 2013 (grantee), recorded 08/14/2018 as Instrument No. 654127 and Correction Deed recorded 09/07/2018 as Instrument No. 654782

Grant Deed from TBDBV, LLC(grantor) to Hanggi Family Limited Partnership, an Idaho limited partnership (grantee), recorded 08/14/2018 as Instrument No. 654128

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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Page 3 of 3



Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this Privacy Notice for California Residents ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Attachment C:
Phased Development
Agreement

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

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

(Space Above Line For Recorder's Use)

WESTCLIFF TOWNHOMES PHASED TOWNHOUSE SUBDIVISION AGREEMENT

THIS PHASED TOWNHOUSE SUBDIVISION AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____ 2021, by and between the City of Ketchum, an Idaho municipal corporation ("City") and Westcliff, LLC, an Idaho limited liability company ("Owner").

RECITALS

WHEREAS, Owner owns that certain real property located at 106 and 110 Rember Street, Ketchum, Idaho legally described as Bavarian Village Subdivision, Block 1, Lot 3B 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 "Property"); and

WHEREAS, Owner has applied for a Preliminary Plat, creating Sublots 1-4 within the City of Ketchum ("Preliminary Plat Property") 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 accessing Sublot 1 and water and sewer lines 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. Maintenance Responsibilities.

A. *Owner.*

(1) *Water Service Lines 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 lines serving the

Preliminary Plat Property. The private line is from the point of the meter on Bird Drive and Rember Street and connecting to each unit.

(2) *Sewer Service lines Sublots 1-4.* Owner and all successors in interest are responsible for the installation, maintenance and repair and other costs associated with private sewer lines serving the Preliminary Plat Property. The private line is from the point of the meter on Bird Drive and Rember Street and connecting to each Unit.

(3) *Private Driveway.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private driveway serving Sublot 1.

2. Construction and Completion Schedule.

A. Prior to issuance of a Certificate of Occupancy for the first 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.

B. By December 30, 2022 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) Bird Drive and Rember Street right of way improvements consistent with Ketchum Municipal Code, Title 12.04.030.H.1 and current right of way standards shall be completed and installed to the satisfaction of the City Engineer. Completion of right of way improvements shall occur prior to Certificate of Occupancy is issued for the first townhouse unit.

(3) Water and sewer mains and services serving sublots 1-4.

C. By December 30, 2022 or prior to issuance of a Certificate of Occupancy for either of the townhouse units on Sublot 1 or Sublot 2, the private driveway accessing Sublot 1 shall be installed.

D. By December 31, 2023 all townhomes on Sublots 1-4 shall be completed as evidenced by issuance of a Certificate of Occupancy for each townhouse unit.

E. By February 1, 2024 the Final Plat for each townhouse unit shall be recorded.

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 2A and B of this Agreement.
4. Sublot Releases. 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 above recitals.
5. In Lieu Affordable Housing, Payments and Payment Schedule. Owner agrees to pay the \$156,128 in-lieu affordable housing fee at time of issuance of the building permit for the first townhouse unit.
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 Westcliff Homeowner's Association, Inc.
8. 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”:

WESTCLIFF LLC,
an Idaho limited liability company

By: _____
Neil Bradshaw, Mayor

By: _____
J. Evan Robertson, Managing Member

ATTEST:

Jade Riley, Acting City Clerk

ACKNOWLEDGEMENT FOR CITY

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this _____ day of _____, 2020, 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 _____, 2020, 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 _____

ACKNOWLEDGEMENT FOR OWNER

STATE OF _____)
 _____) ss.
 COUNTY OF _____)

On this ____ day of _____, 2020, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the Managing Member of Bowry 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 _____