



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: December 1, 2025 Staff Member/Dept: Paige Nied, Associate Planner
Planning and Building Department

Agenda Item: Recommendation to approve the Crossbuck North Townhomes Preliminary Plat and Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision for both applications.

Recommended Motion:

Motion #1: "I move to re-approve the Crossbuck North Townhomes Preliminary Plat, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision."

Motion #2: "I move to approve the Crossbuck North Townhomes Final Plat, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision."

Reasons for Recommendation:

- The Planning and Zoning Commission unanimously approved the Crossbuck North Townhomes (previously called the 7th Street Townhomes) Design Review Application File No. P22-031 and recommended approval of the Townhouse Subdivision Preliminary Plat Application File No. P22-031A on April 11, 2023. The City Council approved the Crossbuck North Townhomes Preliminary Plat on May 15, 2023.
- Pursuant to Ketchum Municipal Code §16.04.030.I, failure to record a Final Plat within two years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void. There have been no changes to the Preliminary Plat, which expired on May 15, 2025.
- The Final Plat application was received on October 20, 2025. The application is in conformance with the preliminary plat and complies with all applicable standards for Final Plats and Townhouse Subdivisions as specified in the Subdivision Regulations (Title 16) of Ketchum Municipal Code. The Final Plat also complies with all conditions, except for the expiration of the Preliminary Plat approval. All city departments have reviewed the application and have no issues or concerns with the proposed townhouse subdivision.
- In preparing this staff report, staff noticed an error in the original Findings of Fact for the Preliminary Plat application where criteria KMC 16.04.040.R & 16.04.040.S were omitted. These standards have been added to the updated Findings of Fact for the Preliminary Plat application.

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

Sustainability Impact:

Approval of the Townhouse Subdivision Final Plat does not limit the ability of the City to reach the goals of the adopted Climate Action Plan.

Financial Impact:

None OR Adequate funds exist in account:	None
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Attachments:

1. Preliminary Plat Application and Supporting Materials
2. Crossbuck North Townhomes Preliminary Plat
3. Preliminary Plat Draft Findings of Fact, Conclusions of Law, and Decision
4. Final Plat Application and Supporting Materials
5. Crossbuck Subdivision Final Plat
6. Final Plat Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum

Attachment 1: Preliminary Plat Application & Supporting Materials



City of Ketchum
Planning & Building

OFFICIAL USE ONLY

Subdivision Application

Submit completed application and payment to the Planning and Building Department electronically to planningandzoning@ketchumidaho.org. Once your application has been received, we will review it and contact you with next steps. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: 7TH STREET TOWNHOMES			
Owner of Record: MMDM12 LLC.			
Address of Owner: PO Box 2028, SUN VALLEY, ID 83353			
Representative of Owner: BRUCE SMITH, PLS ALPINE ENTERPRISES INC.			
Legal Description: KETCHUM TOWNSITE, BLOCK 68, LOT 3			
Street Address: NONE ASSIGNED			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 TOWNHOUSE SUBLOTS			
Total Land Area: 8,238 SQ. FT., 0.19 AC.			
Current Zoning District: GR-L, GENERAL RESIDENTIAL LOW-DENSITY			
Proposed Zoning District: GR-L, GENERAL RESIDENTIAL LOW-DENSITY			
Overlay District: NONE			
TYPE OF SUBDIVISION			
Condominium ☐	Land ☐	PUD ☐	Townhouse ☒
Adjacent land in same ownership in acres or square feet: NONE			
Easements to be dedicated on the final plat: 10' P.U.E. ALONG W. 7TH ST. ROW, 5' P.U.E. ALONG ALLEY R.O.W., AND MUTUAL RECIPROCAL UTILITY EASEMENTS ON SUBLOTS 1 AND 2 FOR USE, MAINTENANCE, AND REPAIR.			
Briefly describe the improvements to be installed prior to final plat approval: CONSTRUCT BUILDINGS, INFRASTRUCTURE, AND LANDSCAPING.			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org			

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

Bruce S. Alpine Enterprises Inc.
Applicant Signature
REPRESENTATIVE

11 APR 22 10 SEP 25
Date

Once your application has been received, we will review it and contact you with next steps. No further action is required at this time.



0 100 200 400
Feet

1 inch = 200 feet

A Vicinity Map Showing
7th Street Townhomes
City of Ketchum
Blaine County, Idaho

ALPINE ENTERPRISES INC.

PO Box 2037
660 Bell Drive, Unit 1
Ketchum, Idaho
208-727-1988

April 2022

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
120 2nd Avenue Suite 101, PO Box 7999
Ketchum, ID 83340

Instrument # 678101

HAILEY, BLAINE, IDAHO
01-11-2021 12:42:49 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - KETCHUM
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **912512K (smw)**

Date: **January 04, 2021**

For Value Received, **Andrew C. Fehr as his sole and separate property**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **MMDM12, LLC, an Idaho limited liability company**, hereinafter called the Grantee, whose current address is **PO Box 2028, Sun Valley, ID 83353**, the following described premises, situated in **Blaine County, Idaho**, to-wit:

Lot 3 in Block 68 of the REPLAT OF BLOCK 68, TOWN OF KETCHUM, according to the official plat thereof, recorded as Instrument No. 185154, records of Blaine County, Idaho.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 01/04/2021

Warranty Deed
- continued

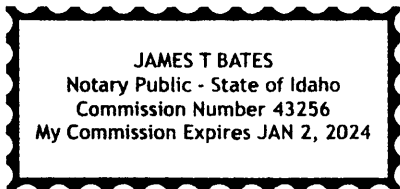
File No.: 912512K (smw)

Andrew C. Fehr

Andrew C. Fehr

STATE OF Idaho)
COUNTY OF BLAINE)
SS.

On this 8th day of January, 2021, before me, a Notary Public in and for said State, personally appeared **Andrew C. Fehr**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



[Signature]
Notary Public for the State of
Residing at: Ketchum ID
My Commission Expires: 01.02.2024



OWNER'S POLICY OF TITLE INSURANCE

Policy Number **OX 13546069**

Issued by Old Republic National Title Insurance Company

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

COVERED RISKS

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

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

bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

(i) to be timely, or

(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

Issued through the Office of:

First American Title Company

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111



Authorized Signature

By



President

Attest



Secretary

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a

condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

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

this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

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

8. DETERMINATION AND EXTENT OF LIABILITY

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

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

9. LIMITATION OF LIABILITY

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

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

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the

exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

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

14. ARBITRATION

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

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

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

SCHEDULE A

**First American Title Company
120 2nd Avenue Suite 101, PO Box 7999
Ketchum, ID 83340**

File No.: **912512K**
Address Reference: **Lot 3 Blk 68 Ketchum Ketchum, ID
83340**

Policy No.: **OX 13546069**

Amount of Insurance: **\$825,000.00**
Date of Policy: **January 11, 2021 at 12:42 P.M.**

Premium: **\$2,618.00**

1. Name of Insured:

MMDM12, LLC, an Idaho limited liability company

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

Fee Simple

3. Title is vested in:

MMDM12, LLC, an Idaho limited liability company

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

Lot 3 in Block 68 of the REPLAT OF BLOCK 68, TOWN OF KETCHUM, according to the official plat thereof, recorded as Instrument No. 185154, records of Blaine County, Idaho.

SCHEDULE B

Policy No.: OX 13546069

File No. 912512K

EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or rights to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2021 taxes are an accruing lien, not yet payable.
8. Levies and Assessments for service charges of the City of Ketchum Water and Sewer Department.
9. Easement and Notes, as shown on the plat of REPLAT OF BLOCK 68, TOWN OF KETCHUM, recorded as Instrument No. 185154, records of Blaine County, Idaho.
10. Restrictive Covenants, executed by CASA BLANCA COMPANY, recorded 3-29-1979 as Instrument No. 192290, records of Blaine County, Idaho.
11. Underground Power Line Easement, in favor of Idaho Power Company, recorded 11-12-1978, Instrument No. 289842, records of Blaine County, Idaho.
12. Deed of Trust dated January 08, 2021, to secure an original indebtedness of \$552,500.00, and any other amounts and/or obligations secured thereby.
Recorded: January 11, 2021, as Instrument No. 678102
Grantor: MMDM12, LLC, an Idaho limited liability company
Trustee: First American Title Company
Beneficiary: Mountain West Bank, Division of Glacier Bank



FACTS		WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.	

Reasons we can share your personal information	Does Old Republic Title Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?		Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.		
Definitions				
Affiliates		Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>		
Non-affiliates		Companies not related by common ownership or control. They can be financial and non-financial companies. • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>		
Joint marketing		A formal agreement between non-affiliated financial companies that together market financial products or services to you. • <i>Old Republic Title doesn't jointly market.</i>		
Affiliates Who May Be Delivering This Notice				
American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement , LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that Casa Blanca Company, a general partnership, hereby covenants and agrees with all persons, firms or corporations hereafter acquiring any property or lots described as Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 68, City of Ketchum, State of Idaho, all of which lots are presently owned by Casa Blanca Company, are hereby subjected to the following restrictions as to the use thereof running with said property by whomsoever owned, to-wit:

1. Each and every owner of the whole or any portion of said lots shall comply with the City of Ketchum Zoning Ordinance together with any and all other governmental regulations regarding said lots.

2. No trailers or temporary residences shall be used for any purpose and no temporary building of any kind shall be used except during the actual course of construction.

3. No trash cans or clothes lines shall be visible but shall be protected by enclosures or fences.

4. No power, utility or television lines shall be above the surface of the ground and no radio or television antennae shall be allowed.

5. Fences four feet high shall be allowed on boundary lines and to within ten feet of the street line; boundary fences may be increased in height to a maximum of six feet if the consent of the adjoining owner is given, and screen fences of six feet may be allowed around patios connected to the residence. (All materials used shall be submitted to the Design Committee for approval.)

6. No exposed cinder-block construction shall be allowed, except as shall be allowed by the Grantor or such committee designated thereby.

7. No single family residence shall be constructed on these premises of less than 1500 square feet of floor space plus a double car garage. No multi-family unit shall be constructed on these premises of less than 1000 square feet per unit plus a double car garage.

8. No trash or weeds shall be allowed to accumulate on the premises, and the full lot shall be landscaped according to the Master Plan developed by Casa Blanca Company.

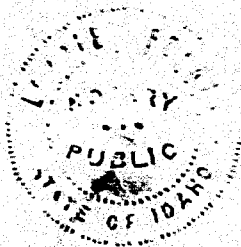
9. No signs shall be allowed, except a sign indicating the number of the residence, the name of the resident, or such temporary signs as "for sale" signs.

10. All structures shall be stained or painted with natural or earth tone color to be approved by Design Committee, and all roofs shall be wood shingle or shake.

11. Grantors or their designated committee comprised of Lot owners, shall act as a design review board. Each Lot shall be given one vote with five a majority. Each residence shall be located within the building envelope designated by Grantors. All building plans, site plans, landscaping plans and all structures to be placed on said premises shall be specifically approved by said board previous to any construction or development. Approval of said plans shall not be unreasonably withheld.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1999, at which time said covenants shall be automatically extended for successive periods to ten years unless by vote of two-thirds of the then-owners of the lots, it is agreed to change said covenants in whole or in part.

Dated this March 23, 1979



By: Emil J. Capiak
EMIL J. CAPIK

By: Alex Higgins
ALEX HIGGINS

STATE OF IDAHO }
County of Blaine)

On this 28th day of March, 1979 before me, the undersigned Notary Public in and for said State, personally appeared EMIL J. CAPIK and ALEX HIGGINS, known to me to be the Individuals, and acknowledged to me that they executed the within instrument.

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

Louise Lewis
NOTARY PUBLIC For IDAHO

Residing at Ketchum, Idaho

My commission expires 7/8

Saintoth title Co
3:45
March 29, 1979

Miss
MARIE ME LUYA
Hazel Barber
2:45pm

No: 192290

45-701-678

Idaho Power Company
UNDERGROUND POWER LINE EASEMENT

Emil J. CAPIK and BARBARA R. CAPIK
his wife, Grantor(s) of BLAINE County, State of IDAHO, do hereby
grant and convey to IDAHO POWER COMPANY, a corporation, with its principal office located at 1220 Idaho Street,
Boise, Idaho, its licensees, successors and assigns, Grantee, for One Dollar and other valuable considerations, receipt of
which is hereby acknowledged, a permanent and perpetual easement and right of way, sufficient in width to install and
maintain an underground electric power line, including the perpetual right to enter upon the real estate hereinafter de-
scribed, at all reasonable times, to construct, maintain and repair underground power lines over, through, under and
across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for
the location of said power lines, and the further right to remove trees, bushes, sod, flowers and shrubbery and other ob-
structions and improvements, interfering with the location, construction and maintenance of said power lines, over, on and
across the following premises, belonging to the said Grantor(s) in Blaine County,
State of Idaho, in the following location, to-wit:

A parcel of land in the SE1/4 Section 13, T4N, R17E, B.M., Blaine County, Idaho.

Said parcel is located in Lot 3, Replat of Block 68, Ke-chua Townsite as shown
on the official plat thereof now on file and of record in the office of the
County Recorder of Blaine County, Idaho. More particularly described as
follows:

A 10.0 foot strip of land being 5.0 feet on each side of the following described
line:

Commencing at the Western most corner of said Lot 3 and running thence
S 44° 43' E a distance of 5 feet to the REAL POINT OF BEGINNING; thence
N 45° 17' E a distance of 75 feet to the point of terminus....

The electrical system generally will consist of buried power wires, transformers, junction boxes and other
equipment, part of which may extend above ground, necessary to serve electric power to these premises and adjacent
premises.

Executed and delivered this 4 day of MAY, 19 87

STATE OF IDAHO }
County of BLAINE } ss.

On this 4 day of MAY, 19 87, before me, DAVID D. JOHNSON
a Notary Public, personally appeared EMIL J. CAPIK
AND BARBARA R. CAPIK known to me to be the person(s) who executed the foregoing
instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes
therein mentioned.

(Notarial Seal)

David D. Johnson
Notary Public, residing at HAILEY
Commission expires MARCH 20, 19 92

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE 7TH STREET TOWNHOMES**

THIS DECLARATION is made on the date hereunder set forth by **MMDM12, LLC**, 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: Lot 3 in Block 68 of the REPLAT OF BLOCK 68 Town of Ketchum, as shown on the official plat thereof recorded as Instrument No. 185154, records of Blaine County, Idaho (hereinafter sometimes referred to as "Subdivision.
- B. The Lot, and all improvements and structures to be erected and maintained thereon, is a Townhome 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 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 The 7th Street Townhomes, and all real property, parcels, lot, Townhome sub-lots and common area now or hereafter situated within, 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 7th Street Townhomes Owners Association, Inc.

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

Section 4. "Association" shall mean and refer to The 7th Street 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 Sub-lot as shown on the official plat of the development.

Section 7. "7th Street Townhomes Owners Association, Inc." shall mean and refer to the association of owners of Townhome Sub-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 either Townhome Sub-lot; provided, however, that the term "Owner" shall not include those having only a security interest in either 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 either Sub-lot.

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 Sub-lot as depicted on the plat.

ARTICLE II

PROJECT DEVELOPMENT

Section 1. Development of Sub-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 Sub-lot.

Section 2. Common Area. Any Common Area shown on the Plat for the Townhomes 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. Sub-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 either Sub-lot.

Section 2. Exterior Changes and Alterations. No changes or alterations to the exterior of any Townhome or other improvement on either Sub-lot may be made or undertaken without the prior approval of the Architectural Design Committee of the 7th Street Townhomes; 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, roofing, 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 either Sub-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 7th Street Townhomes. 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 either Sub-lot or Common Area, nor shall any Sub-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 either 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 the neighboring Sub-lot.

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 the 7th Street Townhomes.

Section 7. Nuisances. No rubbish, waste or debris of any kind shall be placed or permitted to accumulate upon any Sub-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 the other Sub-lot or to the occupants of either residence within the 7th Street Townhomes. 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 either Sub-lot or Common Area so as to be offensive or detrimental to the other Sub-lot, or its occupants, or to the occupants of any residence within the 7th Street Townhomes.

Section 8. Hazardous Activities. No activities shall be conducted, and no improvements shall be constructed on either Sub-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 either Sub-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 either Sub-lot so as to be visible from the adjoining Sub-lot, 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 the other Townhome, Common Area, or properties within the 7th Street Townhomes. For the common good of the Owners, it is the intent of this provision that both Townhomes and related improvements be maintained in a first class manner. Every Owner, by accepting a deed to a Sub-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. 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.

ARTICLE IV COMMON AREA

Section 1. Conveyance to the Association. Prior to the sale of either Sub-lot, 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 storage areas have been provided for 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 Sub-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 Sub-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. Each 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 Declarant shall have two (2) votes for every Sub-lot unit it owns. The total number of votes which may be cast by all Members of the Association shall be the same as the total number of Sub-lots, and each membership shall be entitled to one (1) vote, except as pointed out above.

Section 3. Governance. The Association shall be governed by a Board of Directors and officers in accordance with its Articles of Incorporation and Bylaws. The Board of Directors shall be composed of two directors each of whom shall be appointed by each of the Sub-lot owners.

Section 5. Management of the Common Area. 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 Sub-lot owned by the Declarant, hereby covenants, and each subsequent Owner of either Sub-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 Sub-lots and collected from time-to-time in the manner provided in this Article VI.

Section 2. Annual Assessments. Annual assessments against the Sub-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 Sub-lots.

Section 5. Exemption from Assessment. Notwithstanding anything to the contrary herein contained, no annual or special assessments shall be levied against either Sub-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 Sub-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 Sub-lot shall be secured by a lien on said Sub-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 Sub-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 Sub-lot the legal description of said Sub-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 either Sub-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 Sub-Lot.

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

ARTICLE VII

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 both Sub-lots 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 either Sub-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 Sub-lot, whether the burdens thereon are increased or decreased by any such amendment or revocation, and whether or not the Owner consents thereto.

ARTICLE VIII

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.

Section 6. Prevailing Law. The provisions of this Declaration shall be construed and enforced pursuant to the laws of the State of Idaho, and all applicable statutes of the City of Ketchum, Idaho.

Section 7. Third Party Beneficiaries. The 7th Street Townhomes Homeowners Association, Inc., and each of its Members, are hereby declared to be expressed beneficiaries of this Declaration, and all covenants, conditions and restrictions herein contained, and may enforce the same by injunction or other appropriate equitable or legal action in the event of a default or failure to perform by the 7th Street Townhomes Owners Association, Inc., or any Owner. Any and all costs, including attorney fees, incurred by 7th Street Townhomes Homeowners Association or any of the members may be recovered from the 7th Street Townhomes Owners Association, Inc.

Section 8. Enforcement. This Declaration, and each and every covenant, condition and restriction herein contained, may be enforced by all legal and equitable means available by any Owner; by the Association, by and through its Board of Directors; or by the 7th Street Townhomes Homeowners Association, Inc., by and through its Board of Directors.

This Declaration is executed this _____ day of _____, 2023.

"DECLARANT"
MMDM12, LLC

By: _____
Jeff A. McNee, Manager

STATE OF _____)
County of _____)
ss.

On this ____ day of _____, 2022, before me, a Notary Public for the State of Idaho, personally appeared JEFF A. MCNEE, known or identified to me, to be one of the manager of MMDM12, LLC and the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

NOTARY PUBLIC
Residing at _____

PRIVATE ROADWAY MAINTENANCE AGREEMENT

THIS PRIVATE ROADWAY MAINTENANCE AGREEMENT ("Agreement") is made this ____ day of _____ 2022, by and among _____ which owns "Sub-lot 1A" as described below and _____ "Sub-lot 1B" as described below, both in Ketchum, Idaho.

RECITALS

A. Sub-lot 1A is ____ 7th Street, Ketchum, Idaho which is legally described as Lot 3 in Block 68 of the REPLAT OF BLOCK 68 Town of Ketchum, as shown on the map attached hereto as "Exhibit A" and incorporated herein by this reference, and as more particularly described as _____, according to the official plat thereof, recorded as Instrument No. 185154, records of Blaine County, Idaho.

B. Sub-lot 1B is ____ 7th Street, Ketchum, Idaho which is legally described as Lot 3 in Block 68 of the REPLAT OF BLOCK 68 Town of Ketchum, as shown on the map in green attached hereto as Exhibit "A" and incorporated herein by this reference, and as more particularly described as _____, according to the official plat thereof, recorded as Instrument No. 185154, records of Blaine County, Idaho.

C. Sub-lot 1A and Sub-Lot 1B are owned by the individual or entities set forth above, and are individually referred to as "Owner" and collectively referred to herein as "Owners," of the private driveway known as 7th Street City Alley, Ketchum, Idaho, as shown on the map in orange attached hereto as "Exhibit A" and incorporated herein by this reference, and as more particularly described as the 7th Street City Alley, a non-dedicated private access driveway, as more particularly set forth on the official plat Lot 3 in Block 68 of the REPLAT OF BLOCK 68 Town of Ketchum, Blaine County, Idaho ("7th Street City Alley"). The 7th Street City Alley runs along both Sublots 1A and 1B and the Owners utilize that portion pursuant to an easement, as set forth on the official 1995 revised S/G Subdivision plat, recorded as Instrument No 391119, records of Blaine County, Idaho.

D. The parties desire to set forth their agreement regarding maintenance and liability for use of 7th Street City Alley and certain other matters as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the terms and conditions of this Agreement, and other valuable and mutual considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Maintenance. The parties hereby agree to repair and maintain the 7th Street City Alley at all times in good condition and repair, to include, without limitation, grading, filling, repairing, snowplowing, and re-surfacing, when necessary. The maintenance of 7th Street City Alley shall include maintenance of the shoulders and removal of any weed or plant growth. The parties agree that _____ (landscape company) shall perform the snowplowing, grading, shoulder and weed/plant removal and any other maintenance which.

_____ is capable of performing. In the event that a cost for grading, paving or resurfacing is reasonably anticipated to exceed \$5,000.00, such cost shall be by both Owners after obtaining two bids and selecting the lowest bid or upon the mutual written agreement of the Owners selecting a bid.

2. Costs. The owner of Sub-Lot 1A shall pay fifty (50) percent of all maintenance costs of 7th Street City Alley and the owner of Sub-lot 1B shall pay fifty (50) percent of all maintenance costs of 7th Street City Alley.

3. Each shall, upon receipt of a bill for maintenance, pay said bills within thirty (30) days after receipt. Each shall cooperate in selecting maintenance and other service providers and shall endeavor to have the service providers invoice each owner separately where possible.

4. In the event an Owner or Owner's licensee(s) or invitee(s) causes extraordinary damage to 7th Street City Alley, said Owner shall be solely responsible for the cost to repair such damage, and will do so within thirty (30) days.

5. Enforcement. In the event a party fails or refuses to pay when due his, her, or its share of any 7th Street City Alley maintenance expense, which failure continues for a period of ten (10) days after receipt of written notice thereof, such failure shall constitute a default and legal action may thereafter be instituted against the defaulting party by any other party or other person paying the maintenance expenses of the defaulting party ("Curing Party") for reimbursement, plus interest from and after the date said bill was due and payable to and including the date said bill is paid at a rate of twelve percent (12%) per annum. Furthermore, the cost due the Curing Party, including, without limitation, interest, costs and reasonable attorneys' fees, shall become a lien upon the portion of the Property owned by the party upon recordation of a Notice of Assessment stating the amount of the claim of delinquency, the interest and costs which have accrued thereof, the legal description and the street address of the portion of the Property against which the lien is assessed and the name of the record owner thereof. Such notice shall be signed and acknowledged by the Curing Party. Upon recordation, it shall create a lien upon the property described in the Notice of Assessment. The lien shall continue until fully paid or otherwise satisfied. When the lien has been fully paid or satisfied, a further notice releasing the lien shall be recorded by the Curing Party at the expense of the defaulting party. Such lien may be foreclosed in the same manner as is provided in the laws of the State of Idaho for the foreclosure of liens on real property or as otherwise provided by law.

6. Attorneys Fees. In the event any person, trust or entity initiates or defends any action or proceeding to enforce or interpret this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding his, her, or its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal) as determined by the arbitrator or court in the same or a separate proceeding.

7. Liability. The Owners acknowledge and agree the owner of Lot 2A has no obligation to maintain or pay any expense related to the maintenance of Rose Court, including the Easement Area. Further, the Owners agree to indemnify and hold harmless the owner of Lot

2A from any claim, lawsuit or other assertion of damage by any user arising out of the design of the Easement Area or the maintenance of the Easement Area.

8. Mediation/Binding Arbitration. In the event of any controversy, claim or dispute between the parties concerning this Agreement or the breach of this Agreement, including questions concerning the scope and applicability of this dispute resolution provision, the parties agree to participate in good faith in a mediation of said dispute in Blaine County, Idaho. If mediation is unsuccessful then the dispute shall be finally settled by binding arbitration in Blaine County Idaho, pursuant to the rules then applying of the American Arbitration Association and the laws of the State of Idaho. The decision or award in writing of the arbitrator shall be binding and conclusive on the parties to this Agreement. The arbitrator shall have no power to award punitive or exemplary damages.

9. Dedication. At any time the city or county in which 7th Street City Alley is located is willing to accept ownership of 7th Street City Alley, the parties hereby agree to permit such transfer and agree to cooperate with the city or county (including signing all documents as may be required) in order to transfer 7th Street City Alley. At such time as 7th Street City Alley is owned and maintained by the governmental agency, this Agreement shall terminate and no longer be of any force or effect.

10. Binding Agreement. This Agreement shall run with the land and inure to the benefit and be binding upon the parties, their heirs, personal representatives, successors and assigns, and upon any person acquiring an interest in 7th Street City Alley, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

11. Appurtenance. Each term, covenant, condition and agreement contained herein respecting a party's property, or any portion thereof, shall be a burden on the party's property, shall be appurtenant to and for the benefit of the other parties' properties herein and shall run with the land.

12. Amendment. This Agreement may not be modified in any respect whatsoever or terminated, in whole or in part, except with the written and duly executed, notarized, and recorded consent of all parties.

13. Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by certified United States mail, Return Receipt Requested, or by United States express mail or other established express delivery (such as Federal Express), postage or delivery charge prepaid, addressed to the person and address shown on the then current real property tax rolls in Blaine County. All notices given pursuant to this Agreement shall be deemed given upon receipt.

14. Invalidation. If any term or provision of this Agreement or the application of it to any person, entity or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons, entities, or circumstances, other than those to which it is invalid or unenforceable, shall not be affected thereby, and each

term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

15. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.

16. Headings. The captions and headings in this Agreement are for reference only and shall not be deemed, to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

17. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

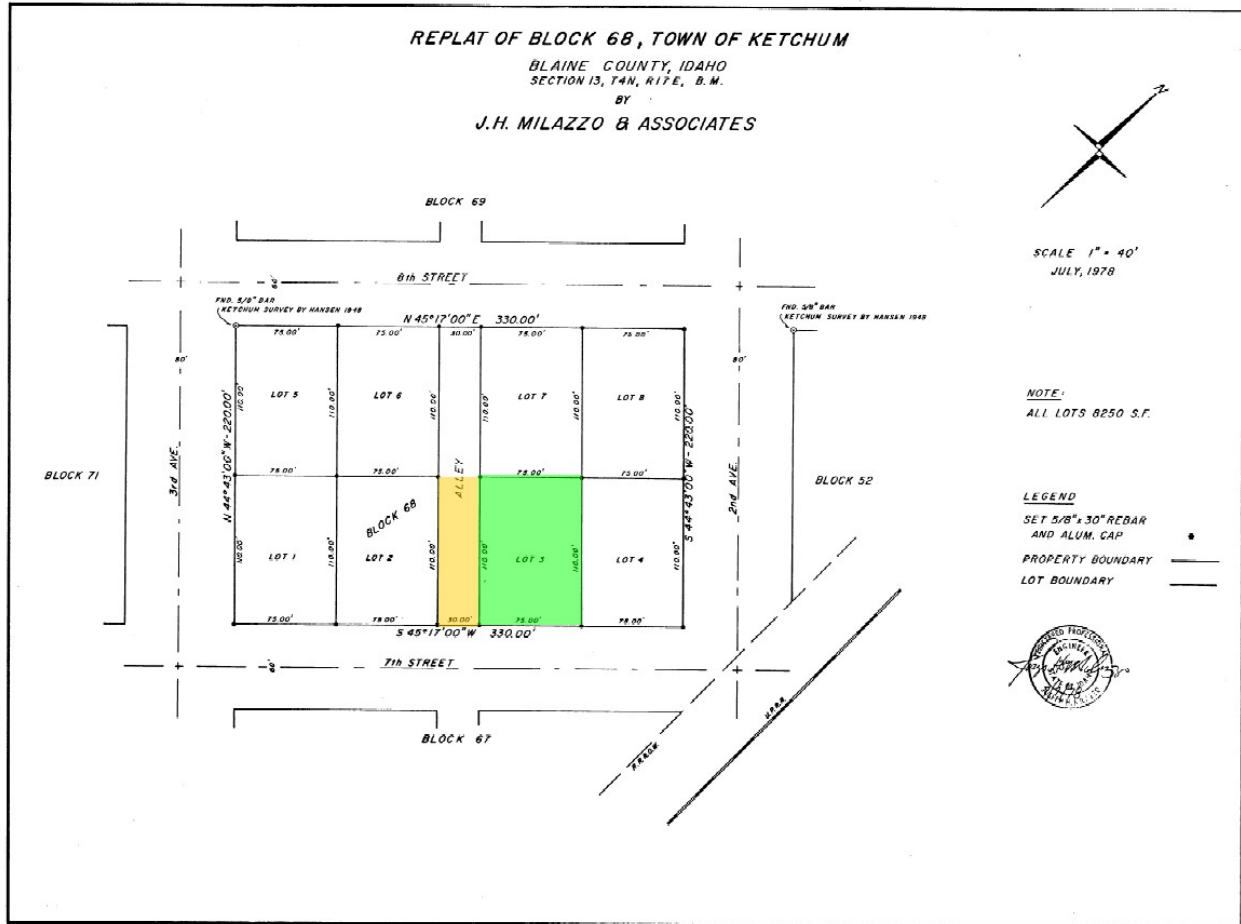
18. Construction. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

19. Joint and Several. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

20. Recording. This Agreement shall be recorded in the office of the recorder of Blaine County.

EXECUTED as of the day and year first above written.

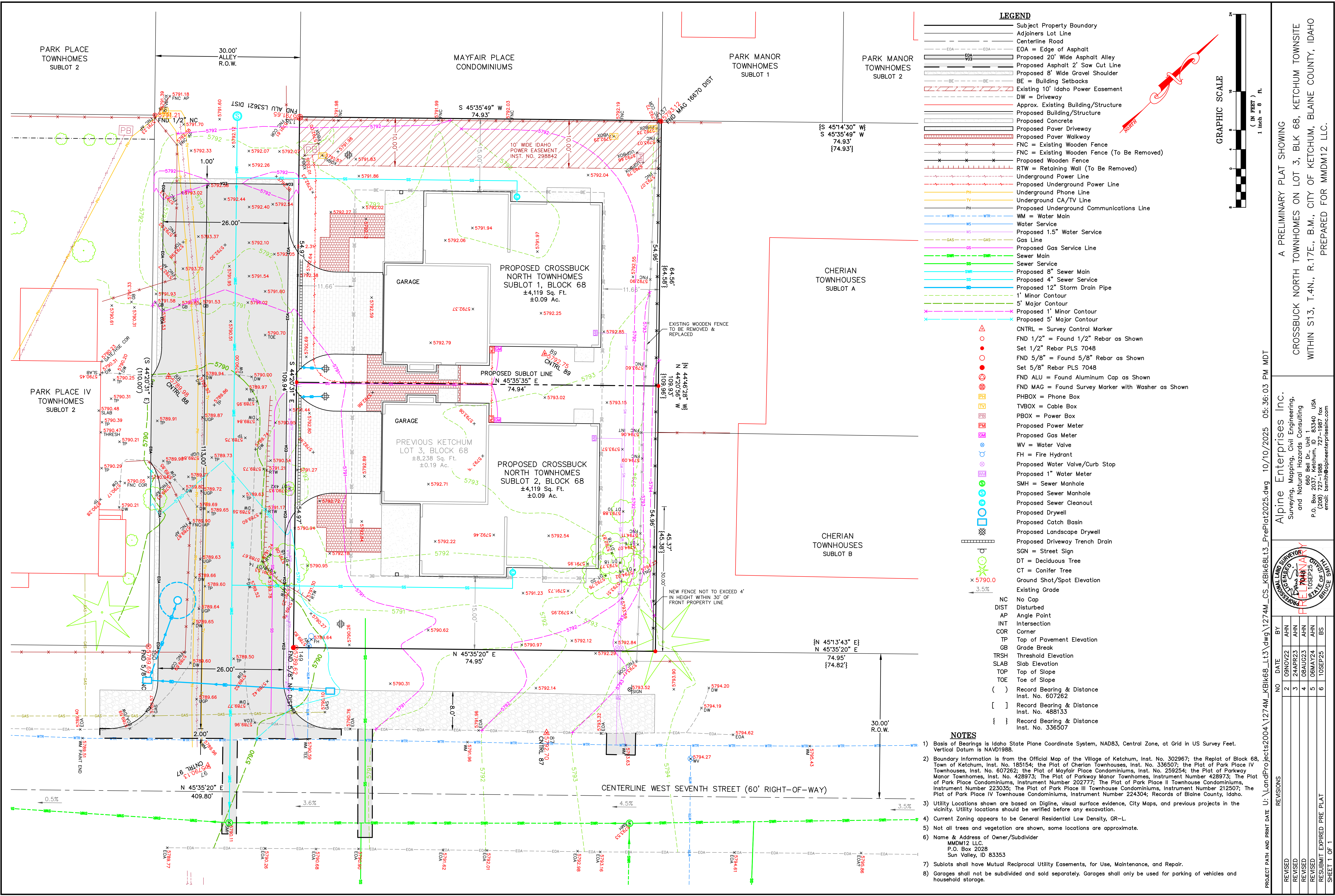
EXHIBIT A





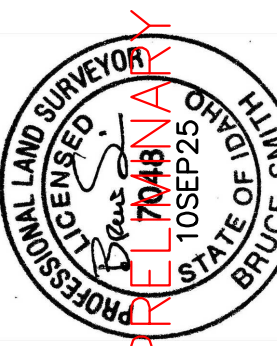
City of Ketchum

Attachment 2: Crossbuck North Townhomes Preliminary Plat



A PRELIMINARY PLAT SHOWING
CROSSBUCK NORTH TOWNHOMES ON LOT 3, BLK 68, KETCHUM TOWNSITE
WITHIN S1/3, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR MDM12 LLC.

Alpine Enterprises Inc.
Surveying, Mapping, Civil Engineering,
and Natural Hazards Consulting
660 Bell Dr., Unit 1
P.O. Box 2037, Ketchum, ID 83340 USA
(208) 727-1988
email: bsmit@alpineenterprises.com



NO	DATE	BY	REVISIONS	
			NO	DATE
2	09NOV22	AHN	NO	DATE
3	24APR23	AHN	NO	DATE
4	08AUG23	AHN	NO	DATE
5	08MAY24	AHN	NO	DATE
6	10SEP25	BS	NO	DATE

- NOTES**
- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Vertical Datum is NAVD1988.
 - 2) Boundary Information is from the Official Map of the Village of Ketchum, Inst. No. 302967; the Replat of Block 68, Town of Ketchum, Inst. No. 185154; the Plat of Chierian Townhouses, Inst. No. 336507; the Plat of Park Place IV Townhouses, Inst. No. 607262; the Plat of Mayfair Place Condominiums, Inst. No. 259254; the Plat of Parkway Manor Townhomes, Inst. No. 428973; the Plat of Parkway Manor Townhomes, Instrument Number 428973; The Plat of Park Place Condominiums, Instrument Number 202777; The Plat of Park Place II Townhouse Condominiums, Instrument Number 223035; The Plat of Park Place III Townhouse Condominiums, Instrument Number 212507; The Plat of Park Place IV Townhouse Condominiums, Instrument Number 224304; Records of Blaine County, Idaho.
 - 3) Utility Locations shown are based on Digline, visual surface evidence, City Maps, and previous projects in the vicinity. Utility locations should be verified before any excavation.
 - 4) Current Zoning appears to be General Residential Low Density, GR-L.
 - 5) Not all trees and vegetation are shown, some locations are approximate.
 - 6) Name & Address of Owner/Subdivider
MDM12 LLC.
P.O. Box 2028
Sun Valley, ID 83353
 - 7) Sublots shall have Mutual Reciprocal Utility Easements, for Use, Maintenance, and Repair.
 - 8) Garages shall not be subdivided and sold separately. Garages shall only be used for parking of vehicles and household storage.



City of Ketchum

Attachment 3:

Preliminary Plat Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum
Planning & Building

IN RE:	)	
	)	
Crossbuck North Townhomes	)	KETCHUM CITY COUNCIL
Townhouse Subdivision – Preliminary Plat	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: December 1, 2025	)	DECISION
	)	
File Number: 22-031A	)	

PROJECT:	Crossbuck North Townhomes
APPLICATION TYPE:	Townhouse Subdivision – Preliminary Plat
FILE NUMBER:	P22-031A
ASSOCIATED APPLICATIONS:	Design Review (P22-031), Preliminary Plat (P22-031A), and Building Permits (24-KET-00032 & 24-KET-00033)
REPRESENTATIVE:	Bruce Smith, Alpine Enterprises Inc.
OWNER:	MMDM12, LLC
LOCATION:	720 & 740 Crossbuck Lane (Ketchum Townsite Block 68, Lot 3)
ZONING:	General Residential – Low Density (GR-L)
OVERLAY:	None

RECORD OF PROCEEDINGS

The Planning and Zoning Commission (the “Commission”) considered the Townhouse Subdivision Preliminary Plat (File No. P22-031A) for the 7th Street Townhomes project during their meeting on April 11, 2023. The application was considered concurrently with the Design Review application (File No. P22-031) and the public hearings were combined in accordance with Idaho Code §67-6522. The Commission unanimously approved the Design Review application File No. P22-031 and recommended approval of the Townhouse Subdivision Preliminary Plat File No. P22-031A and the associated Phased Development Agreement #22844 to the Ketchum City Council.

The City Council reviewed the townhouse preliminary plat application, staff analysis, and recommendation from the Planning and Zoning Commission at their regular meeting on May 15, 2023, and approved the application. The Preliminary Plat expired on May 15, 2025, due to a failure to record a Final Plat within two years of Council’s approval. No changes were made to the Preliminary Plat, and it was reapproved by City Council on December 1, 2025.

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on March 22, 2023. The public hearing notice was published in the Idaho Mountain Express on March 22, 2023. A notice was published on the project site and on the city website on April 4, 2023. Story poles were documented on the project site as of April 4, 2023.

FINDINGS OF FACT

The Ketchum City Council, having reviewed the entire project record, provided notice, and conducted the required public hearing, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

BACKGROUND

The applicant is proposing two new 3,713 square foot three-story detached townhomes with attached two-car garages (the “project”), located at Lot 3, Block 68, Ketchum Townsite (the “subject property”). The subject property is zoned General Residential – Low Density (GR-L). Detached townhomes are a permitted use within the GR-L zone district provided that all dimensional standards are met. The project proposes to subdivide the property into two townhouse sublots and construct a new detached dwelling unit on each of the newly created sublots. The subdivision was previously called the 7th Street Townhomes but has since been changed to the Crossbuck North Townhomes.

The project will construct improvements in the right-of-way per the City of Ketchum improvement standards. The project proposes access to both sublots from the alley off 7th Street. The project proposes paver driveways with no snowmelt for both driveways. All improvements to the right-of-way have been preliminarily reviewed by the Streets Department and the City Engineer. All improvements will be inspected by the City Engineer and Streets Department prior to issuance of a Certificate of Occupancy.

FINDINGS REGARDING COMPLIANCE WITH TOWNHOUSE SUBDIVISION REQUIREMENTS

Townhouse Plat Requirements				
Compliant			Standards	
Yes	No	N/A	City Code	City Standards
☐	☐	☒	16.04.080.B	Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed 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.
			<i>Findings</i>	The project proposes detached townhouses; therefore, no party wall agreement is required. The applicant has provided draft covenant documents as part of the application materials.

☒	☐	☐	16.04.080.C.1	Preliminary Plat Procedure: Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection. All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.
			<i>Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse subdivision application. Both applications were reviewed and approved by the Planning and Zoning Commission during their April 11, 2023, meeting.
☒	☐	☐	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.
			<i>Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse subdivision application. Both applications were reviewed and approved by the Planning and Zoning Commission during their April 11, 2023, meeting.
☒	☐	☐	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.
			<i>Findings</i>	Following adoption of the Findings of Fact for the Townhouse Subdivision application, staff will transmit the application and findings to the City Council for review and approval prior to issuance of a building permit for the project.
☐	☐	☒	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.
			<i>Findings</i>	A phased townhouse development is proposed. The phased development agreement was reviewed and approved by the City Council on May 15, 2023, as part of their initial review of the townhouse preliminary plat.
☒	☐	☐	16.04.080.D	D. Final Plat Procedure: 1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either: a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or

				b. Signed council approval of a phased development project consistent with §16.04.110 herein. 2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.
			<i>Findings</i>	The applicant submitted an application for final plat on October 20, 2023, and followed all procedures as outlined in Title 16 of the Ketchum Municipal Code.
☒	☐	☐	16.04.080.E. 1	Required Findings: In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.
			<i>Findings</i>	The maximum building coverage in the GR-L zone district is 35% of the lot. The subject property is 8,238 square feet. The proposed detached townhomes have a building coverage of 2,883 square feet. This results in a total building coverage of 35% of the lot.
☒	☐	☐	16.04.080.E. 2	Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.
			<i>Findings</i>	Both sublots include two car garages. The preliminary plat includes plat note #8 which states the garages may not be subdivided and sold separately and shall only be used for vehicle parking and household storage.
☒	☐	☐	16.04.080.E. 3	General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)
			<i>Findings</i>	During department review of the Design Review application, staff reviewed the project for compliance with the Zoning Regulations, dimensional standards, and development standards for the City of Ketchum. As conditioned, the townhouse subdivision application meets all applicable regulations.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements					
Compliant					
Yes	No	N/A	City Code	City Standards	
☒	☐	☐	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.	
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on May 31, 2022.	
☒	☐	☐	16.04.030.J	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.	
			<i>Findings</i>	The subdivision application was deemed complete on February 13, 2023.	
☒	☐	☐	16.04.030.J.1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.	
			<i>Findings</i>	This standard is met as shown on the preliminary plat.	
☒	☐	☐	16.04.030.J.2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.	
			<i>Findings</i>	As shown on the preliminary plat, the subdivision is named "Crossbuck North Townhomes" which is not the same as any other subdivision in Blaine County, Idaho. The preliminary plat was previously named "7 th Street Townhomes".	
☒	☐	☐	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.	
			<i>Findings</i>	As shown on the preliminary plat, the owner and subdivider is MMDM12, LLC. The plat was prepared by Bruce Smith of Alpine Enterprises Inc.	
☒	☐	☐	16.04.030.J.4	Legal description of the area platted.	
			<i>Findings</i>	The legal description of the area platted is shown on the preliminary plat.	
☒	☐	☐	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.	
			<i>Findings</i>	The preliminary plat indicates the boundary lines of the adjoining lots including condominium lots and townhouse lots.	
☒	☐	☐	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.	
			<i>Findings</i>	The preliminary plat shows the contour lines for the subject property.	

☒	☐	☐	16.04.030.J .7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Findings</i>	The preliminary plat shows the location of the proposed units and all adjacent streets and easements.
☒	☐	☐	16.04.030.J .8	Boundary description and the area of the tract.
			<i>Findings</i>	The preliminary plat provides the boundary description of the area and includes square footage and acreage of both sublots.
☒	☐	☐	16.04.030.J .9	Existing zoning of the tract.
			<i>Findings</i>	Plat note #4 of the preliminary plat lists the existing zoning of the subject property.
☒	☐	☐	16.04.030.J .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			<i>Findings</i>	The preliminary plat shows the locations and lot lines for the proposed townhouse sublots. No new streets or blocks are being proposed with this application.
☐	☐	☒	16.04.030.J .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			<i>Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
☒	☐	☐	16.04.030.J .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			<i>Findings</i>	As shown on the preliminary plat, each detached townhouse will have separate services for sewer and water from the main lines on 7 th Street.
☐	☐	☒	16.04.030.J .13	The direction of drainage, flow and approximate grade of all streets.
			<i>Findings</i>	This standard does not apply as no new streets are proposed.
☐	☐	☒	16.04.030.J .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			<i>Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.
☐	☐	☒	16.04.030.J .21	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Findings</i>	This standard does not apply as no additional tests are required.
☒	☐	☐	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	A draft for the Crossbuck North Townhomes Covenants, Conditions and Restrictions is included in the project plans.
☒	☐	☐	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 sheet that satisfies this requirement.
☐	☐	☒	16.04.030.J .16	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			Findings	The subject property is not within a floodplain, floodway, or avalanche zone district.
☐	☐	☒	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	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek, or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
☒	☐	☐	16.04.030.J .18	Lot area of each lot.
			Findings	As shown on the preliminary plat, the area of Sublot 1 is 4,119 square feet and the area of Sublot 2 is 4,119 square feet.
☒	☐	☐	16.04.030.J .19	Existing mature trees and established shrub masses.
			Findings	As shown on the preliminary plat, there are a variety of trees and shrubs existing on the property and within the right-of-way.
☒	☐	☐	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	The applicant provided a title report issued by Old Republic National Title Insurance Company dated January 11, 2021, recorded at Instrument Number Ox 13546069 and a warranty deed issued by First American Title Company dated January 4, 2021, recorded at Instrument Number 678101 with the initial application.
☒	☐	☐	16.04.030.J .24	A digital copy of the preliminary plat shall be filed with the administrator.
			Findings	The City of Ketchum received a digital copy of the preliminary plat at the time of application.
☒	☐	☐	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction

				standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	All proposed improvements to the public right-of-way are shown in the project plans. The applicant also submitted a set of preliminary construction design plans for review by the City Engineer. Final review and approval of the right-of-way improvements were conducted during the building permit review per the conditions of approval. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
☐	☐	☒	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
☐	☐	☒	16.04.040.C	Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
☐	☐	☒	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.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
☐	☐	☒	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
☒	☐	☐	16.04.040.F	Lot Requirements: 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 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. 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. 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.
			<i>Findings</i>	1. The proposed townhouse subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot is 8,238 square feet. The new detached townhouses meet minimum setback requirements in the GR-L for the front, side, and rear. There are no minimum setbacks to the interior lot line of a townhouse lot. 2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets. 3. The subject property is a not a corner lot. 4. The parent lot of the townhouse subdivision and the newly created subplot lot line is within 20 degrees to a right angle to the street lot line along 7th Street. 5. The subject property is not a double frontage lot. 6. The parent lot has a minimum of 20 feet of frontage on 7th Street.
☐	☐	☒	16.04.040.G	Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements: 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.

			Findings	This standard does not apply as no new blocks are being created.
☐	☐	☒	16.04.040.H	Street Improvement Requirements: 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 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; 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°); 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; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited; 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets; 13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval; 14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 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; 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; 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; 18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement; 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; 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; 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; 22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and 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.
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			<i>Findings</i>	This standard does not apply as no new streets are proposed.
☒	☐	☐	16.04.040.I	Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.
			<i>Findings</i>	A 26-foot alley exists off 7 th Street. Access for the detached townhouses is proposed off the alley. The project will improve the alley to meet city standards triggered by the clearing and grubbing of existing vegetation in the alley and the necessity to manage drainage within the right-of-way and alley appropriately.
☒	☐	☐	16.04.040.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. 1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities. 2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse. 3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision. 4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion. 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.

				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.
			<i>Findings</i>	As shown on the preliminary plat, an existing 10-foot-wide Idaho Power easement exists along the northern property line. During the Planning and Zoning meeting, staff noted the addition of a 5-foot-wide public utility easement to accommodate the Idaho Power infrastructure required for the project. After a conversation with the applicant, it was confirmed that this additional utility easement is not needed and therefore has been removed. Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.
☐	☐	☒	16.04.040.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.
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in 7th Street.
☐	☐	☒	16.04.040.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	This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum water system main found in 7 th Street.
☐	☐	☒	16.04.040.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	This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed townhouse sublots.
☐	☐	☒	16.04.040.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. 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. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such

				revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<i>Findings</i>	This standard does not apply as this application is the subdivision of an existing lot. On-site grading for the new detached townhouses meets all grading requirements and all disturbance will be revegetated per the landscape plan included in the approved project plans.
☒	☐	☐	16.04.040.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.
			<i>Findings</i>	The applicant submitted a site grading and drainage plan with the townhouse subdivision application showing drainage for each subplot. No common drainage courses are utilized or disturbed. The grading and

				drainage plan meets all requirements and each subplot is managing stormwater runoff independently, not impacting adjacent properties.
☒	☐	☐	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Findings</i>	All utilities are proposed underground per the KMC requirements. During the due diligence stages of the project, Idaho Power reviewed the project for electrical service to the project and determined that adequate utilities exist to service the proposed development. The utility easements are shown in the landscape plan, civil plan, and subdivision applications.
☐	☐	☒	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Findings</i>	The proposed townhouse development does not create substantial additional traffic; therefore, no improvements are required.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Townhouse Preliminary Plat application for the development and use of the project site.
2. The Council has authority to review and recommend approval of the applicant's Townhouse Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Townhouse Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The Crossbuck North Townhouse Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** this Townhouse Preliminary Plat Application File No. P22-031A this Monday, May 15, 2023, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The preliminary plat is subject to all conditions of approval associated with Mountain Overlay Design Review Approval P22-031.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Administrative Appeal Notice: Applicant has the opportunity, pursuant to Ketchum City Code 17.20.030(F) and 17.144, to administratively appeal this Decision to the City Council.

Regulatory Taking Analysis Notice: Applicant has the opportunity, pursuant to Idaho Code 67-8003, to submit a written request for a regulatory taking analysis of this Decision.

Findings of Fact **adopted** this 1st day of December 2025.

Neil Bradshaw, Mayor
City of Ketchum



City of Ketchum

Attachment 4: Final Plat Application & Supporting Materials



City of Ketchum
Planning & Building

OFFICIAL USE ONLY
Application Number: P25-055
Date Received: 10/20/25
By: LK
Fee Paid: \$2900
Approved Date:
By:

Subdivision Application-Final Plat

Submit completed application and documentation to planningandbuilding@ketchumidaho.org Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID 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. You will be contacted and invoiced once your application package is complete.

APPLICANT INFORMATION			
Name of Proposed Subdivision: CROSSBOCK NORTH TOWNHOMES			
Owner of Record: MMDM12, LLC			
Address of Owner: PO Box 2028, SUN VALLEY, ID 83353			
Representative of Owner: BRUCE SMITH, PLS		Phone #: 208-727-1988	
Email: BSMITH@ALPINEENTERPRISESINC.COM			
Legal Description: KETCHUM, BLK 68, LOT 3 RPK 0000068003A			
Street Address: NOT ASSIGNED YET			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 TOWNHOUSE SUBLOTS			
Total Land Area: 8238 sq.ft = 0.19 AC.			
Current Zoning District: GR-L			
Proposed Zoning District: NO CHANGE			
Overlay District: NONE			
TYPE OF SUBDIVISION			
Condominium ☐	Land ☐	PUD ☐	Townhouse ☒
Adjacent land in same ownership in acres or square feet: NONE			
Easements to be dedicated on the final plat: IDAHO POWER, FENCE AGREEMENT, PUE'S			
Briefly describe the improvements to be installed prior to final plat approval: BUILD THE TOWNHOMES & ASSOCIATED INFRASTRUCTURE			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org			

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

BRUCE S. SMITH REPRESENTATIVE
Applicant Signature BRUCE SMITH, PLS, ALPINE

01 OCT 25
Date



199 Country Lane, Jerome, ID 83338
Phone (208)324-6822 | Fax (208)324-6823

Jr. Title Officer: Hallie Reed - hallie.reed@fste.com

Commitment No. 1208789

RE: Property Address: Bare Land, Ketchum, ID 83340

ENCLOSED please find the following:

- Title Commitment
- Map and Supporting documents

WARNING - WIRE FRAUD ADVISORY

In our ongoing effort to protect funds from fraudulent activity, our company uses a secure portal powered by **ClosingLock** to communicate wire transfer information. Do not trust wire transfer information from any other source. We initiate wires only after first confirming instructions via phone call.

If you have an escrow or closing transaction with us and receive an email containing Wire Transfer Instructions, other than through **ClosingLock**, **DO NOT RESPOND OR REPLY TO THE EMAIL.**



FACTS		WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.	

Reasons we can share your personal information	Does Old Republic Title Share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.
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Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May Be Delivering This Notice				
American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement , LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

ALTA COMMITMENT FOR TITLE INSURANCE
Issued By
OLD REPUBLIC NATIONAL TITLE INSURANCE 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 EXTRACTIONAL 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, Old Republic National Title Insurance Company, a Florida 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 Amount of Insurance 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.

Issued through the office of:
Flying S Title and Escrow of Idaho, Inc.
199 Country Lane
Jerome, ID 83338
(208)324-6822

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com



 Authorized Officer or Agent

By  President
 Attest  Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. [the Notice](#);
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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 IS 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 closing, settlement, escrow, or any other purpose.
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. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

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File No. 1208789-J	Page 3 of 12	ALTA Commitment for Title Insurance (07-01-2021)
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ALTA Commitment for Title Insurance
issued by
Old Republic National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Flying S Title and Escrow of Idaho, Inc.
Issuing Office: 199 Country Lane, Jerome, ID 83338
Issuing Office Phone Number: (208)324-6822
Issuing Office's ALTA ® Registry ID: 0006462
Loan ID No.:
Issuing Office Commitment/File No.: 1208789-J
Property Address: [Bare Land](#), Ketchum, ID 83340

Revision No.:

SCHEDULE A

1. Commitment Date: **October 03, 2025 at 7:30 A.M.**
2. Policy to be issued: Premium Amount reflects applicable rate
 - a. 2021 ALTA ® Standard Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below.**
Proposed Amount of Insurance: **\$TBD** Premium Amount \$ **TBD**
The estate or interest to be insured: **See Item 3 below**
Endorsements: \$
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple.**
4. The Title is, at the Commitment Date, vested in:
MMDM12, LLC, an Idaho limited liability company
5. The Land [is described as follows:](#)

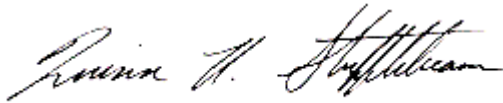
Lot 3 in Block 68 of the Replat of Block 68, Town of Ketchum, according to the official plat thereof, recorded as Instrument No. [185154](#), records of Blaine County, Idaho.

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File No. 1208789-J	Page 4 of 12	ALTA Commitment for Title Insurance (07-01-2021)
--------------------	--------------	--



By: _____

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

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File No. 1208789-J	Page 5 of 12	ALTA Commitment for Title Insurance (07-01-2021)
--------------------	--------------	--

ALTA Commitment for Title Insurance

issued by

Old Republic National Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
Deed from vested owners to the new buyers.
6. With respect to MMDM12, LLC an L.L.C. we require:
 - a. A copy of its operating agreement and any amendments,
 - b. A certificate of good standing of recent date issued by the secretary of state of the L.L.C.'s state of domicile,
 - c. That the forthcoming conveyance, encumbrance or other instrument executed by the L.L.C. upon which the Company is asked to rely, be executed in accordance with its operating agreement.
 - d. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
7. Release(s) or Reconveyance(s) of item(s) 14, 18, 19 & 21
8. For each Policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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9. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's Policy shall be issued for not less than (1) the amount of the current sales price of the Land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the Land and any existing improvements at the time of issuance of the Policy. A Loan Policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured Mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral, then for not less than the unencumbered value of the Land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

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File No. 1208789-J	Page 7 of 12	ALTA Commitment for Title Insurance (07-01-2021)
--------------------	--------------	--

ALTA Commitment for Title Insurance

issued by

Old Republic National Title Insurance Company

SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Taxes or assessments that 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.
2. Any facts, rights, interest, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances that are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material, unless such lien is shown by the Public Records at Date of Policy.
7. Any right, title, or interest of the Public, County, or Highway District to roads or highways on the premises whether or not shown by the public records.
8. 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.

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9. 2025 taxes and special assessments are an accruing lien, amounts not yet due and payable.

The first one-half becomes delinquent after December 20th of the current year, the second one-half becomes delinquent after June 20th of the following year.

Taxes which may be assessed and entered on the property roll for 2024 with respect to new improvement and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	First Half / Status	Second Half / Status	Parcel Number	Covers
2024	\$1,731.61 Paid	\$1,731.61 Paid	RPK0000068003A	Subject Land

Homeowner's Exemption is not in effect for 2024.

10. Levies and assessments of City of Ketchum Water and Sewer Department.
11. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of REPLAT OF BLOCK 68, TOWN OF KETCHUM, as Instrument No. [185154](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
12. Restrictive Covenants, executed by CASA BLANCA COMPANY, recorded 3-29-1979 as Instrument No. [192290](#), records of Blaine County, Idaho.
13. Underground Power Line Easement in favor of Idaho Power Company, recorded November 12, 1978, as Instrument No. [289842](#).
14. Deed of Trust dated June 30, 2022, to secure an original indebtedness of \$552,000.00, and any other amounts and/or obligations secured thereby
Recorded: June 30, 2022, as Instrument No. [694703](#)
Grantor: MMDM12 LLC, an Idaho Limited Liability Company
Trustee: First American Title Company
Beneficiary: Bank of Idaho
15. 7th Street Townhomes Phased Townhouse Subdivision Agreement #22844 upon the terms, conditions and provisions contained therein:
Parties: City of Ketchum, an Idaho municipal corporation and MMDM12 LLC, an Idaho limited liability company
Recorded: May 19, 2023, as Instrument No. [700210](#) and being re-recorded May 30, 2023 as Instrument No. [700326](#)
16. Right-of-Way Encroachment Agreement 22872 upon the terms, conditions and provisions contained therein:
Parties: City of Ketchum, Idaho, a municipal corporation and MMDM12 LLC
Recorded: August 14, 2023, as Instrument No. [701576](#)

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17. Grant of License and Alley Maintenance Agreement 22874 upon the terms, conditions and provisions contained therein:
Parties: City of Ketchum, and Idaho municipal corporation and MMDM12 LLC
Recorded: August 14, 2023, as Instrument No. [701577](#)
18. Deed of Trust dated July 15, 2024, to secure an original indebtedness of \$3,449,729.00, and any other amounts and/or obligations secured thereby
Recorded: July 17, 2024, as Instrument No. [707172](#)
Grantor: MMDM12 LLC, an Idaho Limited Liability Company
Trustee: Matthew W. Chakoian, Attorney (as Trustee, Idaho State Bar #7340)
Beneficiary: Bank of Idaho
- Subordination Agreement for Young Construction, Inc, an Idaho corporation, recorded July 17, 2024, as Instrument No. [707174](#).
- Subordination Agreement for Eddie Construction, LLC, an Idaho limited liability company, recorded July 17, 2024, as Instrument No. [707175](#).
- Subordination Agreement for Allen Construction, Inc, an Idaho corporation, recorded July 17, 2024, as Instrument No. [707176](#).
- Subordination Agreement for Alpine Enterprises, Inc, an Idaho corporation, recorded July 17, 2024, as Instrument No. [707177](#).
- Subordination Agreement for Chad Blincoe dba Blincoe Architecture, recorded July 17, 2024, as Instrument No. [707178](#).
- Subordination Agreement for Apollo Construction LLC, an Idaho limited liability company, recorded July 17, 2024, as Instrument No. [707179](#).
19. Deed of Trust dated July 15, 2024, to secure an original indebtedness of \$2,007,840.00, and any other amounts and/or obligations secured thereby
Recorded: July 17, 2024, as Instrument No. [707173](#)
Grantor: MMDM12 LLC, an Idaho Limited Liability Company
Trustee: Matthew W. Chakoian, Attorney (as Trustee, Idaho State Bar #7340)
Beneficiary: Bank of Idaho

Subordination Agreement for Young Construction, Inc, an Idaho corporation, recorded July 17, 2024, as Instrument No. [707174](#).

Subordination Agreement for Eddie Construction, LLC, an Idaho limited liability company, recorded July 17, 2024, as Instrument No. [707175](#).

Subordination Agreement for Allen Construction, Inc, an Idaho corporation, recorded July 17, 2024, as Instrument No. [707176](#).

Subordination Agreement for Alpine Enterprises, Inc, an Idaho corporation, recorded July 17, 2024, as Instrument No. [707177](#).

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Subordination Agreement for Chad Blincoe dba Blincoe Architecture, recorded July 17, 2024, as Instrument No. [707178](#).

Subordination Agreement for Apollo Construction LLC, an Idaho limited liability company, recorded July 17, 2024, as Instrument No. [707179](#).

20. Easement & Waiver Agreement upon the terms, conditions and provisions contained therein:
Parties: MMDM12 LLC, an Idaho limited liability company, Benjamin W. Worst and Susan C. Worst and Richard W. Worst and Rebecca B. Worst
Recorded: November 5, 2024, as Instrument No. [709153](#)
21. Deed of Trust dated November 5, 2024, to secure an original indebtedness of \$None shown, and any other amounts and/or obligations secured thereby
Recorded: November 20, 2024, as Instrument No. [709435](#)
Grantor: MMDM12 LLC, an Idaho Limited Liability Company
Trustee: Blaine County Title, Ketchum Idaho
Beneficiary: Amal Murgian
22. Unrecorded leaseholds; rights of parties in possession, rights of secured parties, vendors and vendees under conditional sales contracts of personal property installed on the premises herein, and rights of tenants to remove trade fixtures.

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File No. 1208789-J	Page 11 of 12	ALTA Commitment for Title Insurance (07-01-2021)
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INFORMATIONAL NOTES

- A. As an accommodation and not part of this commitment, no liability is assumed by noting the following conveyances describing all or a part of the subject Land, which have been recorded within the last 48 months:

Warranty Deed executed by Andrew C. Fehr as his sole and separate property, to MMDM12 LLC, an Idaho limited liability company, recorded January 11, 2021, as Instrument No. [678101](#).

- B. Jr. Title Officer
Hallie Reed
hallie.reed@fste.com
(208)324-6822

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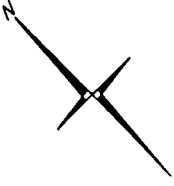
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REPLAT OF BLOCK 68, TOWN OF KETCHUM

BLAINE COUNTY, IDAHO
 SECTION 13, T4N, R12E, B.M.

BY
J.H. MILAZZO & ASSOCIATES

THIS MAP IS PROVIDED FOR INFORMATIONAL
 PURPOSES ONLY. NO ASSURANCES ARE
 MADE AS TO THE QUANTITY OF THE AREA,
 SQUARE FOOTAGE, OR ACREAGE OF THE LAND
 OR OF ANY IMPROVEMENT TO THE LAND.
 FLYING S TITLE AND ESCROW



SCALE 1" = 40'
 JULY, 1978

NOTE:
 ALL LOTS 8250 S.F.

LEGEND
 SET 5/8" x 30" REBAR
 AND ALUM. CAP
 PROPERTY BOUNDARY
 LOT BOUNDARY



OWNER'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS THAT EMIL CAPIK AND ALEX HIGGINS DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE FOLLOWING DESCRIBED PARCEL:
A PARCEL OF LAND SITUATED IN SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOTS 1, 2, 3, 4, 5, 6, 7, 8, BLOCK 68, CITY OF KETCHUM, BLAINE COUNTY ACCORDING TO OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF BLAINE COUNTY, IDAHO.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 6TH DAY OF JULY, 1978 A.D.

Emil Capik
EMIL CAPIK
Alex Higgins
ALEX HIGGINS

ACKNOWLEDGEMENT

STATE OF IDAHO) ss
COUNTY OF BLAINE)

ON THIS 6TH DAY OF JULY, 1978 A.D. BEFORE ME, A NOTARY PUBLIC FOR IDAHO, PERSONALLY APPEARED EMIL CAPIK AND ALEX HIGGINS, KNOWN TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE ABOVE INSTRUMENT, AND ACKNOWLEDGEMENT TO ME THAT THEY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST WRITTEN ABOVE.

William O. Carr
NOTARY PUBLIC



ENGINEER'S CERTIFICATE

I, JOSEPH H. MILAZZO, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS REPLAT OF BLOCK 68, TOWN OF KETCHUM IS A TRUE AND ACCURATE MAP OF LAND SURVEYED BY ME, THAT THE LOT CORNERS ARE MARKED AS SHOWN AND THAT THIS SURVEY WAS DONE IN STRICT ACCORDANCE WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



CITY ENGINEER'S APPROVAL

I, Henry K. Olson, CITY ENGINEER IN AND FOR THE CITY OF KETCHUM, IDAHO DO HEREBY APPROVE THAT THIS REPLAT OF BLOCK 68, TOWN OF KETCHUM.

Henry K. Olson



7-98-78

COUNTY RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILLED FOR RECORD AT THE REQUEST OF Emil Capik AT 1:25 MINUTES PAST 1:00 O'CLOCK P.M. THIS 28TH DAY OF July, 1978 A.D. IN MY OFFICE AND DULY RECORDED IN BOOK 18 OF 402 AT PAGE 1.

By: Margaret L. Bunker
Deputy Clerk
INSTRUMENT NO. 11111

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
120 2nd Avenue Suite 101, PO Box 7999
Ketchum, ID 83340

Instrument # 678101

HAILEY, BLAINE, IDAHO
01-11-2021 12:42:49 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - KETCHUM
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **912512K (smw)**

Date: **January 04, 2021**

For Value Received, **Andrew C. Fehr as his sole and separate property**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **MMDM12, LLC, an Idaho limited liability company**, hereinafter called the Grantee, whose current address is **PO Box 2028, Sun Valley, ID 83353**, the following described premises, situated in **Blaine County, Idaho**, to-wit:

Lot 3 in Block 68 of the REPLAT OF BLOCK 68, TOWN OF KETCHUM, according to the official plat thereof, recorded as Instrument No. 185154, records of Blaine County, Idaho.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 01/04/2021

Warranty Deed
- continued

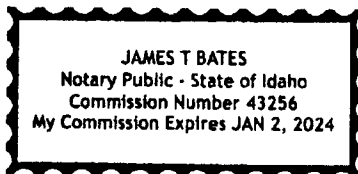
File No.: 912512K (smw)

Andrew C. Fehr

Andrew C. Fehr

STATE OF Idaho)
COUNTY OF BLAINE)
SS.

On this 8th day of January, 2021, before me, a Notary Public in and for said State, personally appeared **Andrew C. Fehr**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



[Signature]
Notary Public for the State of
Residing at: Ketchum ID
My Commission Expires: 01.02.2024



BLAINE COUNTY TREASURER
JOHN DAVID DAVIDSON
219 1ST AVE SOUTH SUITE 102
HAILEY ID 83333
TELEPHONE: (208) 788-5530

TAX MASTER INQUIRY

PARCEL NUMBER
RPK0000068003A

TAX CODE AREA
003-022

LEGAL DESCRIPTION
KETCHUM
LOT 3 BLK 68
8250SF

PRIMARY PROPERTY ADDRESS
KETCHUM ID 83340

MMDM12 LLC
PO BOX 2028
SUN VALLEY ID 83353

BALANCE DUE	INTEREST DATE 10/14/2025
Paid in Full	BALANCE AS OF 10/14/2025 10:20 am
TOTAL	

Tax Year Assessment Roll

Bill Number: 428574

2024	PRIMARY	FIRST HALF	SECOND HALF	FULL YEAR
TAX / CERTIFICATION				
Charges		\$ 1,731.61	\$ 1,731.61	\$ 3,463.22
Adjustments		\$ 0	\$ 0	\$ 0
Payments		\$ -1,731.61	\$ -1,731.61	\$ -3,463.22
LATE CHARGE				
Charges/Adjustments		\$ 0	\$ 0	\$ 0
Payments		\$ 0	\$ 0	\$ 0
FEES				
Charges/Adjustments		\$ 0	\$ 0	\$ 0
Payments		\$ 0	\$ 0	\$ 0
INTEREST				
Charges/Adjustments		\$ 0	\$ 0	\$ 0
Payments		\$ 0	\$ 0	\$ 0
AMOUNT DUE		\$ 0	\$ 0	\$ 0

VALUATION	
TAXABLE VALUE:	\$ 1,014,750

CHARGES	
Tax Code Area: 003-001	Levy: 0.003412920
Tax Charge:	\$ 3,463.22
Certifications:	\$ 0
TOTAL CHARGES:	\$ 3,463.22



Parcel Number

RPK0000068003A

Property Address

KETCHUM ID 83340

Property Year

2025

Legal Description

KETCHUM
LOT 3 - BLK 68
8250SF

Tax Code Area

003-022

Owner/Contact Name

MMDM12 LLC

Type
OWNER

Relationship
BUSINESS

Owner% HOE
100.00%

Mailing Address
PO BOX 2028
SUN VALLEY ID 83353

Parcel Status
Property Type
Sub Type

Active
Real Property

Land Group
KETCHUM TOWNSITE
Township
4N Range
17E Section
13

Location Code
Parcel Type
Zoning

EERS

Building Permits
None

Associated Parcels
None

Reappraisal Year
Inspection Date
Appraiser Initials

2025
08/15/2024
APC

CB: No NC: No

Tax Certification

District Roll Type Units Amount

Comments
(1 Additional Instrument)

EASEMENTS

Instrument	Eff Date	Action	Source	Target
709153	11/06/2024	No Action	2024	
701577	08/14/2023	No Action	2023	
701576	08/14/2023	No Action	2023	
700326	05/30/2023	No Action	2023	
700210	05/19/2023	No Action	2023	

Parcel Exemption: None

SCC	PROPERTY IDENTIFICATION			ROLLS			VALUATION SUMMARY			URBAN RENEWAL		
	Type	Suffix	Description	Assessed	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Value	Net Taxable Base	Net Taxable Incr
20	LAND			PRIMARY	NO	E	0.189	\$ 1,014,750	\$ --	\$ 1,014,750	--	--
41	RES	1	720 CROSSBUCK LN	PRIMARY	NO	E		\$ 0	\$ --	\$ 0	--	--
	RES	2	740 CROSSBUCK LN	PRIMARY	NO	E		\$ 0	\$ --	\$ 0	--	--
TOTALS:							0.189	\$ 1,014,750	\$ --	\$ 1,014,750	--	--

ROLL STATUS: E Equalized (Final)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CROSSBUCK NORTH

THIS DECLARATION is made on the date hereunder set forth by MMDM12, LLC, 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: Lot 3 in Block 68 of the REPLAT OF BLOCK 68 Town of Ketchum, as shown on the official plat thereof recorded as Instrument No. 185154, records of Blaine County, Idaho (hereinafter sometimes referred to as "Subdivision" or "Property").
- B. The Lot, and all improvements and structures to be erected and maintained thereon, is a Townhome 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 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 Property, parcels, lots and Townhome sub-lots hereafter situated within, 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. "Articles" shall mean the Articles of Incorporation of the Crossbuck North Owners Association, Inc.

Section 2. "Assessments" shall mean assessments described herein.

Section 3. "Association" shall mean and refer to Crossbuck North Owners Association, Inc., a non-profit corporation organized pursuant to this Declaration under the laws of the State of Idaho, its successors and assigns.

Section 4. "Lot" shall mean and refer to a Townhome Sub-lot as shown on the official plat of the development.

Section 5. "Crossbuck North Owners Association, Inc." shall mean and refer to the association of owners of Townhome Sub-lots within the Subdivision.

Section 6. "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 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to either Townhome Sub-lot; provided, however, that the term "Owner" shall not include those having only a security interest in either Lot through a lien, encumbrance, deed of trust or mortgage, or other similar security instrument.

Section 8. "Property" shall mean and refer to the real property within either Sub-lot.

Section 9. "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 Sub-lot as depicted on the plat.

ARTICLE II

PROJECT DEVELOPMENT

Section 1. Development of Sub-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 Sub-lot.

ARTICLE III

TOWNHOME RESTRICTIONS

Section 1. Residential Purposes. Sub-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 either Sub-lot.

Section 2. Exterior Changes and Alterations. No changes or alterations to the exterior of any Townhome or other improvement on either Sub-lot may, including adding or changing exterior landscape features, trees and shrubs, shall be made or undertaken without the prior approval of all Members, 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, roofing, 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. Domestic pets are allowed so long as (A) such pets are of a size and nature that do not cause disruption or nuisance to other Owners, and (B) such pets are not allowed to run at large, chase humans or other animals or bark excessively. No animals may be kept, bred or maintained for any commercial purpose and cannot endanger the health of other residents. Pets are not allowed outside the Townhome except when kenneled in an approved dog run, leashed or otherwise under someone's direct control and shall not unreasonably disturb the occupants of any other Townhome, or the owners, occupants or residents of the Crossbuck North.

Section 4. Signs and Business Activities. No advertising signs, billboards, or commercial equipment or supplies shall be erected, placed, or permitted to remain on a Sub-lot which may endanger the health or unreasonably disturb the Owner or occupant of either 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 the neighboring Sub-lot.

Section 6. Exterior Antennas. No exterior television, radio antennas or satellite receivers or "dishes" or similar communication installations shall be placed on any Lot without prior written approval from all of the Members.

Section 7. Nuisances. No rubbish, waste or debris of any kind shall be placed or permitted to accumulate upon any Sub-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 the other Sub-lot or to the occupants of either residence within the Crossbuck North. 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 a Sub-lot so as to be offensive or detrimental to the other Sub-lot, or its occupants, or to the occupants of any residence within the Crossbuck North.

Section 8. Hazardous Activities. No activities shall be conducted, and no improvements shall be constructed on either Sub-lot which are or might be unsafe or hazardous to any person or property. Without limiting the foregoing, no firearms shall be discharged upon a Sub-lot 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. Unightly Articles. No unsightly articles shall be permitted to remain on either Sub-lot so as to be visible from the adjoining Sub-lot, including, without limitation, trailers, campers, motorhomes, boats, tractors, vehicles, inoperable vehicles, snowmobiles, and snow removal, garden, or maintenance equipment.

Section 10. Exterior Maintenance. Each owner at its own expense shall at all times keep the exterior of each Townhome and appurtenant exterior decks, fences, sidewalks, porches and patios and landscaping (including but not limited to irrigation, planting, pruning, grasses and shrubs) 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 the other Townhome, or properties within the Crossbuck North.

For the common good of the Owners, it is the intent of this provision that both Townhomes and related improvements be maintained in a first-class manner. Every Owner, by accepting a deed to a Sub-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 levy, penalties and/or passing on the costs to the Owners..

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. 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. Recreational vehicles, motor homes, campers, snowmobiles, and boats may be parked only in Owner's driveways for seasonal use (not year-round storage). Inoperable vehicles shall not be stored on the Property or in driveways.

ARTICLE IV THE ASSOCIATION

Section 1. Membership. Each 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 Declarant shall have two (2) votes for every Sub-lot unit it owns. The total number of votes which may be cast by all Members of the Association shall be the same as the total number of Sub-lots, and each membership shall be entitled to one (1) vote, except as pointed out above.

Section 3. Governance. The Association shall be governed by a Board of Directors and officers in accordance with its Articles of Incorporation and Bylaws. The Board of Directors shall be composed of two directors each of whom shall be appointed by each of the Sub-lot owners.

Section 4. 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 necessary for the management of the Property.

Section 5. Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Property, which rules, and regulations shall be consistent with the rights and duties established in this Declaration. The Rules may set forth a schedule of fines for failure to abide by the terms of the Declaration. 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 6. 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 herein, including the cost of any snowmelt systems.

Section 7. 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 V ASSESSMENTS

Section 1. Agreement to Pay Assessments. Declarant, for each Sub-lot owned by the Declarant, hereby covenants, and each subsequent Owner of either Sub-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 Sub-lots and collected from time-to-time in the manner provided in this Declaration and Idaho law.

Section 2. Annual Assessments. Annual assessments against the Sub-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. Expenses shall be shared on a 50/50 basis, unless and may include, among other things, those incurred for taxes, insurance, liability insurance, legal and accounting services, road maintenance and snow removal, and landscaping installation and maintenance. All Seasons Landscaping shall be initially retained to perform snow removal services.

Any insurance obtained by the Owners Association shall be only for the affairs and responsibilities of the Owners Association, including but not limited to Directors and Officers liability insurance. Owners shall obtain and pay for their own insurance to cover the improvements on their Lot, personal belongings, and liability protection, etc. Owners are responsible for reviewing any Association policy and their personal policy to ensure they have adequate coverage for their specific needs.

Section 3. Special Assessments. In addition to the annual assessments authorized hereinabove, the Association may levy at any time a special assessment payable over such a period as the Association may determine for the purpose of defraying in whole or in part the unanticipated cost of any 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 Sub-lots on a 50/50 basis.

Section 5. Exemption from Assessment. Notwithstanding anything to the contrary herein contained, no annual or special assessments shall be levied against either Sub-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 Sub-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 Sub-lot shall be secured by a lien on said Sub-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 Sub-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 Sub-lot the legal description of said Sub-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 either

Sub-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 Property or by the sale or abandonment of the Sub-Lot.

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

ARTICLE VI

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 both Sub-lots to the provisions of this Declaration on the effective date of the amendment or revocation.

ARTICLE VII

MISCELLANEOUS

Section 1. Compliance. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and Bylaws, attached hereto 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. Address. Each Owner shall provide the Association with such Owner's mailing address and email address, which address shall be used for the mailing or other service of any and all notices, assessments or communications from the Association. Any notice referred to in this section shall be deemed given by the Association when it has been deposited in the United States mail, postage prepaid, addressed to the Owner at the given address, or transmitted electronically via email, with confirmation from the sender's computer that the message was sent.

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.

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

Residing at _____

Expires:

Exhibit A
Articles of Incorporation

Exhibit B

Bylaws

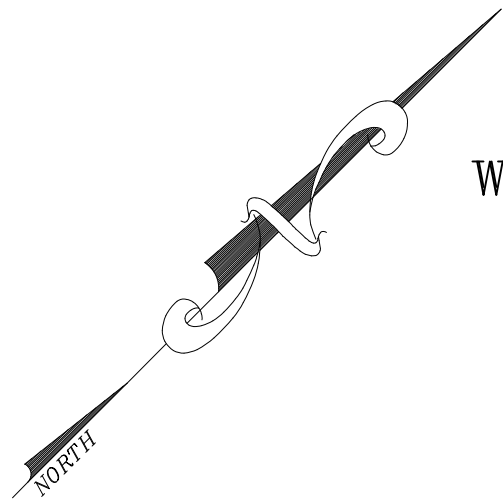


City of Ketchum

Attachment 5:

Crossbuck North Townhomes

Final Plat

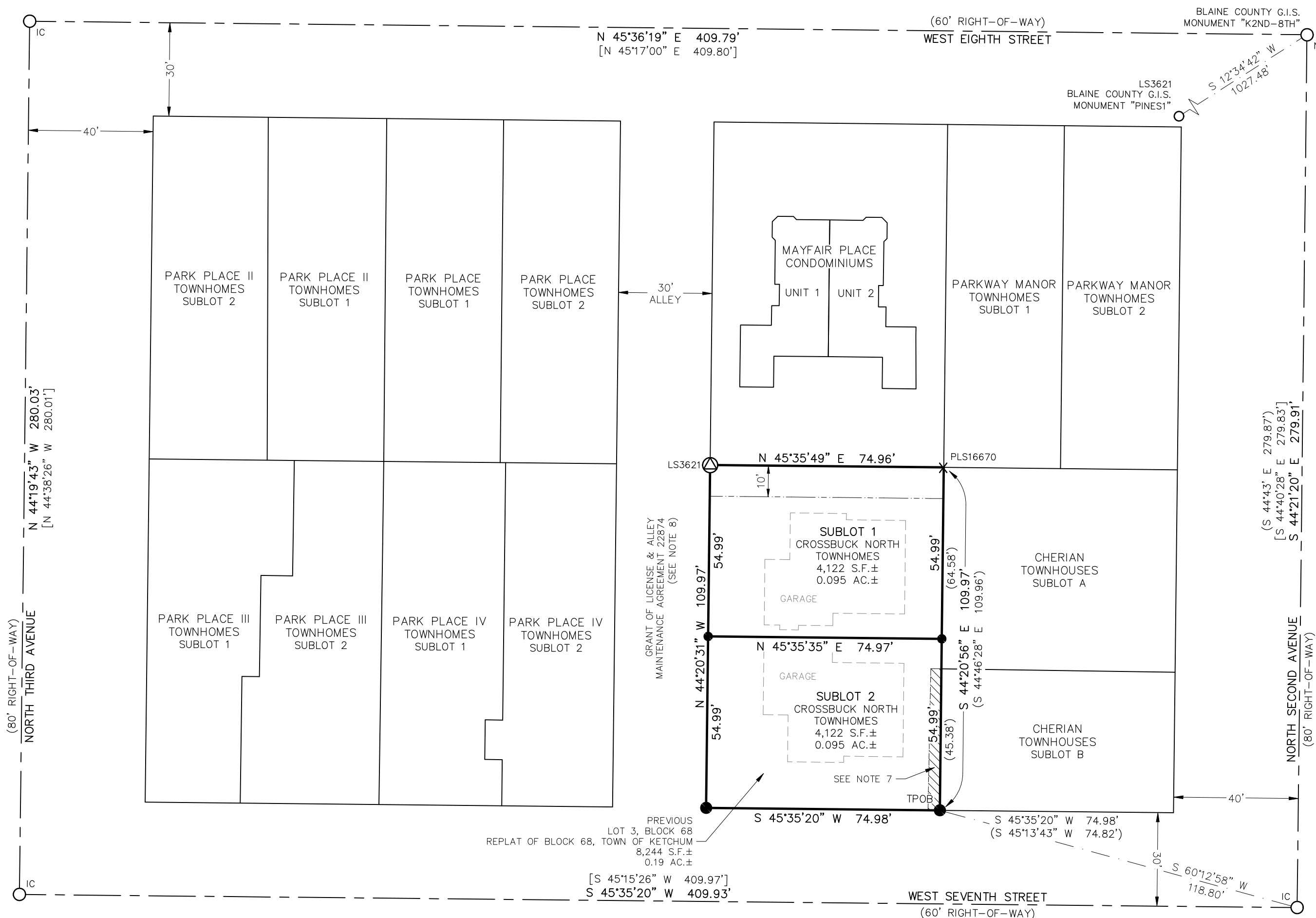
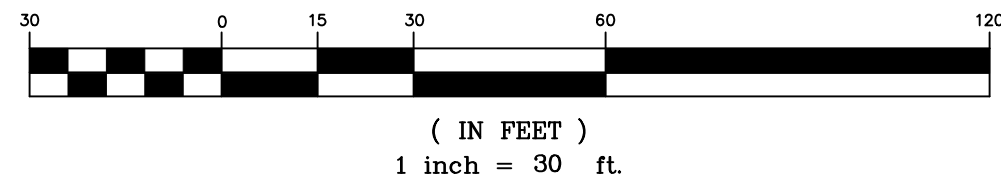


A PLAT SHOWING CROSSBUCK NORTH TOWNHOMES

WHEREIN LOT 3 IN BLOCK 68 OF THE REPLAT OF BLOCK 68, TOWN OF KETCHUM IS REPLATTED AS
TOWNHOUSE SUBLOTS 1 & 2, AS SHOWN HEREON

LOCATED WITHIN
SECTION 13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
NOVEMBER 2025

GRAPHIC SCALE



LEGEND

	Subject Boundary
	Centerline Right-of-Way
	Adjoining Lot Lines
	10' Wide Underground Power Line Easement (Inst. No. 289842) (See Note 9)
	Easement & Waiver Agreement (Inst. No. 709153) (See Note 7)
	Blaine County G.I.S. Tie
	Found Aluminum Cap, as Shown
	Found Mag Nail with Washer, as Shown
	Found 1/2" Rebar, as Shown
	Found 5/8" Rebar, as Shown
	Set 5/8" Rebar, PLS 7048
	Set 1/2" Rebar, PLS 7048
	TPOB True Point of Beginning
	NC No Cap
	IC Illegible Cap
	[] Record Bearing and Distance Inst. No. 488133
	() Record Bearing and Distance Inst. No. 336507

NOTES

- 1) Basis of Bearings is Grid North per Idaho State Plane Coordinate System, Central Zone, NAD83, (1992), at Ground in US Survey Feet with a Project Combined Scale Factor of 1.00031686, scaled from the True Point of Beginning (TPOB), with a Grid North to Geodetic North Convergence Angle of $-00^{\circ}15'21''$.
- 2) Boundary Information used or considered includes the Plats of:
 - Replat of Block 68, Town of Ketchum, Inst. No. 185154;
 - Park Place Condominiums, Instrument Number 202777;
 - Park Place III Townhouse Condominiums, Instrument Number 212507;
 - Park Place II Townhouse Condominiums, Instrument Number 223035;
 - Park Place IV Townhouse Condominiums, Instrument Number 224304;
 - Mayfair Place Condominiums, Inst. No. 259254;
 - Parkway Manor Condominiums, Inst. No. 292890;
 - Official Map of the Village of Ketchum, Inst. No. 302967;
 - Cherian Townhouses, Inst. No. 336507;
 - Parkway Manor Townhomes, Inst. No. 428973;
 - Park Place Townhomes, Instrument Number 488133;
 - Park Place II Townhomes, Instrument Number 579647;
 - Park Place IV Townhomes, Inst. No. 607262;
 - Park Place III Townhomes, Inst. No. 607503;
 - Record of Survey, Instrument Number 674314;Records of Blaine County, Idaho.
- 3) Please refer to the Plat Notes, Easements, Reservations, Dedications, Conditions, Covenants, and Restrictions on Original Plat and subsequent surveys that may affect the Subject Property.
- 4) Deceleration of Covenants, Conditions and Restrictions of Crossbuck North Townhomes is Recorded in Blaine County under Inst. No. _____.
- 5) The Crossbuck North Townhomes Sublots shall have Mutual Reciprocal Utility Easements for the Installation, Repair, Maintenance, and Replacement of Utilities.
- 6) Documents that may affect this Plat include:
 - Repat of Block 68, Town of Ketchum, Inst. No. 185154;
 - Restrictive Covenants, executed by CASA BLANCA COMPANY, Instrument Number 192290;
 - Right-of-Way Encroachment Agreement 22872
Parties: City of Ketchum, Idaho, a municipal corporation and MDM12 LLC
Recorded: August 14, 2023, as Instrument No. 701576
Records of Blaine County, Idaho.
- 7) This property is subject to a Easement & Waiver Agreement
Parties: MDM12 LLC, an Idaho limited liability company, Benjamin W. Worst and Susan C. Worst and Richard W. Worst and Rebecca B. Worst
Purpose: To grant Cherian Townhouses, Sublot B, an easement for landscaping and fencing.
Recorded: November 5, 2024, as Instrument No. 709153
- 8) This property is subject to a Grant of License and Alley Maintenance Agreement 22874
Parties: City of Ketchum, an Idaho municipal corporation and MDM12 LLC
Recorded: August 14, 2023, as Instrument No. 701577
- 9) This property is subject to a 10' wide Underground Power Line Easement, in favor of Idaho Power Company
Recorded: November 12, 1978, as Instrument No. 289842
- 10) The Garage areas shall not be subdivided and sold separately and shall only be used for parking of vehicles and household storage.

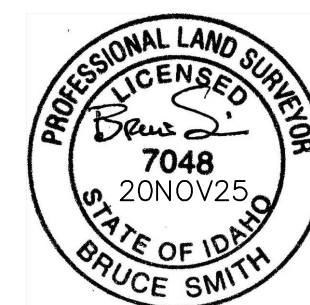
SURVEYOR NARRATIVE

The purpose of this survey is to replat Lot 3 in Block 68 of the Replat of Block 68, Town of Ketchum, into Townhouse Sublots 1 & 2, as shown hereon. During a Boundary Retracement of Lot 3 in Block 68 of the Replat of Block 68, Town of Ketchum, it was found that some of the monuments were either missing or never set. All found monuments were accepted as either original corners or replacements of original corners. The missing monuments were reset based on a Block Breakdown using found centerline right-of-way monuments.

CROSSBUCK NORTH TOWNHOMES
ALPINE ENTERPRISES INC.
KETCHUM, IDAHO
SHEET 1 OF 2

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

Date _____ South Central Public Health District, EHS



CERTIFICATE OF OWNERSHIP

This is to certify that MMDM12, LLC., an Idaho Limited Liability Company Organized and Existing under the Laws of the State of Idaho and Duly Qualified to do Business in the State of Idaho, is the owner in Fee Simple of the Real Property described as follows:

A parcel of land located within Section 13, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lot 3 in Block 68 of the REPLAT OF BLOCK 68, TOWN OF KETCHUM, according to the official plat of thereof, recorded as Instrument Number 185154; records of Blaine County, Idaho, to be Replatted as shown hereon.

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

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

Jeff A. McNee, Manager
MMDM12, LLC.
An Idaho Limited Liability Company

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2025, before me, a Notary Public in and for said State, personally appeared Jeff A. McNee, known or identified to me to the Manager of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

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

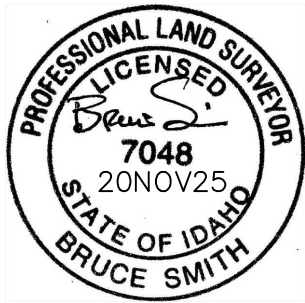
Notary Public in and for said State

Residing At

My Commission Expires

SURVEYOR’S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of Crossbuck North Townhomes is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



COUNTY SURVEYOR’S APPROVAL

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Sam Young, PLS 11577.
County Surveyor

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the _____ day of _____ 2025, this plat was duly accepted and approved.

Trent Donat, City Clerk,
City of Ketchum

CITY ENGINEER’S CERTIFICATE

I, the undersigned, City Engineer for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this _____ day of _____, 2025, and certify that it is in accordance with the City of Ketchum Subdivision Ordinance.

Robyn Mattison, City Engineer,
City of Ketchum

CITY PLANNER’S CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approved this plat on this _____ day of _____, 2025, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

_____, City Planner,
City of Ketchum

COUNTY TREASURER’S APPROVAL

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50–1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Crossbuck North Townhomes have been paid in full on this _____ day of _____ 2025. This Certification is valid for the next thirty (30) days only.

Blaine County Treasurer

COUNTY RECORDER’S CERTIFICATE

STATE OF IDAHO
COUNTY OF BLAINE

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.



City of Ketchum

Attachment 6:

Final Plat Draft Findings of Fact, Conclusions of Law, and Decision



**City of Ketchum
Planning & Building**

IN RE:)
)
Crossbuck North Townhomes) **KETCHUM CITY COUNCIL**
Townhouse Subdivision – Final Plat) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
Date: December 1, 2025) **DECISION**
)
File Number: P25-055)

PROJECT: Crossbuck North Townhomes

APPLICATION TYPE: Townhouse Subdivision – Final Plat

FILE NUMBER: P25-055

ASSOCIATED APPLICATIONS: Design Review (P22-031), Preliminary Plat (P22-031A), and Building Permits (24-KET-00032 & 24-KET-00033)

REPRESENTATIVE: Bruce Smith, Alpine Enterprises Inc.

OWNER: MMDM12, LLC

LOCATION: 720 & 740 Crossbuck Lane (Ketchum Townsite Block 68, Lot 3)

ZONING: General Residential – Low Density (GR-L)

OVERLAY: None

RECORD OF PROCEEDINGS

The City of Ketchum received the application for the Townhouse Subdivision Final Plat for the Crossbuck North Townhomes on October 20, 2025. The application was reviewed and scheduled for a public hearing after two rounds of review by City departments. As of the date of these findings, all City department comments have been resolved or addressed through conditions of approval. The Ketchum City Council conducted their review of the Townhouse Subdivision Final Plat application during their meeting on December 1, 2025. After considering staff’s analysis and the application materials, the City Council approved the Townhouse Subdivision Final Plat application.

BACKGROUND

The Applicant is requesting Final Plat approval for the Crossbuck North Townhomes located at 720 and 740 Crossbuck Lane (the “subject property”) within the General Residential – Low Density (GR-L) Zoning District. The subdivision was previously called the 7th Street Townhomes but has since been changed to the Crossbuck North Townhomes. The Townhouse Subdivision Final Plat application proposes to subdivide the property into two townhouse sublots and create the Crossbuck North Townhomes, where both subplot 1 and 2 are 4,122 square feet in size. The Planning and Zoning Commission considered, conducted the required public hearing for the preliminary plat, and recommended approval of the Townhouse Subdivision Preliminary Plat to City Council on

April 11, 2023. The City Council reviewed and approved the Crossbuck North Townhomes Preliminary Plat on May 15, 2023. The Preliminary Plat expired on May 15, 2025, due to a failure to record a Final Plat within two years of Council's approval. No changes were made to the Preliminary Plat, and it was reapproved by City Council on December 1, 2025.

FINDINGS OF FACT

The Ketchum City Council, having reviewed the entire project record, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

FINDINGS REGARDING FINAL PLAT SUBDIVISION REQUIREMENTS

Final Plat Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
☒	☐	☐	16.04.030.K.1	Point of beginning of subdivision description tied to at least two governmental survey corners, or in lieu of government survey corners, to monuments recognized by the City Engineer.
			<i>Findings</i>	The point of beginning of the subdivision description is tied to two governmental survey corners on Sheet 1 of the Final Plat.
☒	☐	☐	16.04.030.K.2	Location and description of monuments.
			<i>Findings</i>	The location and description of monuments are provided on Sheet 1 of the Final Plat.
☒	☐	☐	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right-of-way lines and centerlines, other rights-of-way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>Findings</i>	Sheet 1 of the final plat indicates the property lines and boundary lines for the subject property, adjacent subdivisions, easements, and adjacent streets. The subject property is not located within the floodplain, floodway, or avalanche hazard area.
☒	☐	☐	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>Findings</i>	As shown on Sheet 1 of the final plat, the subject property is adjacent to the Cherian Townhomes, Mayfair Place Condominiums, and the Park Place IV Townhomes.
☒	☐	☐	16.04.030.K.5	Name and right-of-way width of each street and other public rights-of-way.
			<i>Findings</i>	No new streets or other public rights-of-way are proposed <u>created</u> with the Crossbuck North Townhomes. Sheet 1 of the Final Plat indicates the 30-foot-wide alley, 80-foot-wide North 2 nd Avenue right-of-way, and the 60-foot-wide West 7 th Street right-of-way.
☒	☐	☐	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.

			Findings	Sheet 1 of the Final Plat specifies the location and dimension of the 10-foot-wide Idaho Power Easement recorded as instrument #289842 along the northern property line of Sublot 1 and the location of the Easement & Waiver Agreement recorded as instrument #709153 along the east property line on Sublot 2.
☐	☐	☒	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			Findings	This townhouse subdivision is part of the original Ketchum Townsite, and no new blocks are being created.
☐	☐	☒	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			Findings	This standard is not applicable as no dedications are proposed or required for this townhouse subdivision.
☒	☐	☐	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the City, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			Findings	As shown on Sheet 1 of the final plat, the name of the proposed Subdivision is Crossbuck North and all the location and description information is included.
☒	☐	☐	16.04.030.K.10	Scale, north arrow and date.
			Findings	The scale, north arrow, and date are included on Sheet 1 of the final plat.
☒	☐	☐	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision.
			Findings	No new streets or other public rights-of-way are proposed with the Crossbuck North Townhomes. Sheet 1 of the Final Plat indicates the adjacent 30-foot-wide alley, 80-foot-wide North 2 nd Avenue right-of-way, and the 60-foot-wide West 7 th Street right-of-way.
☒	☐	☐	16.04.030.K.12	A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			Findings	Plat note 4 on Sheet 1 of the final plat references the Covenants, Conditions, and Restrictions for the Crossbuck North Townhomes.
☒	☐	☐	16.04.030.K.13	Certificate by a registered professional land surveyor making the plat certifying the correctness of the plat.
			Findings	Sheet 2 of the final plat provides the certificate from the licensed Professional Land Surveyor certifying the accuracy of the plat.
☒	☐	☐	16.04.030.K.14	A current title report of all property contained within the plat shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.
			Findings	A title report by Old Republic National Title Insurance Company dated October 3, 2025, was submitted with the application.
☒	☐	☐	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			Findings	Sheet 2 of the final plat includes a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property.

☒	☐	☐	16.04.030.K.16	Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
			<i>Findings</i>	Sheet 2 of the final plat includes a City Engineer's certificate.
☒	☐	☐	16.04.030.K.17	Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
			<i>Findings</i>	Sheet 2 of the final plat includes the certification and signature of the City Clerk verifying the subdivision has been approved by the City Council.
☐	☐	☒	16.04.030.K.18	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Findings</i>	N/A. This standard is not applicable as no additional restrictions are necessary to provide for public health, safety, and welfare.

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Yes	No	N/A	City Code	City Standards
☒	☐	☐	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-031), Townhouse Subdivision Preliminary Plat (P22-031A), and Building Permit (24-KET-00032 & 24-KET-00033). All improvements, including the private driveways, utilities, and right-of-way improvements, will be inspected during the final inspection by city departments prior to issuance of the Certificate of Occupancy for the detached townhomes on subplot 1 & 2. The subject property does not contain any watercourses, rock outcroppings, shrub masses, or historic areas.
☐	☐	☒	16.04.040.B	Improvement Plans: Prior to approval of final plat by the council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-031), Townhouse Subdivision Preliminary Plat (P22-031A), and Building Permit (24-KET-00032 & 24-KET-00033).
☐	☐	☒	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual

				construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-031), Townhouse Subdivision Preliminary Plat (P22-031A), and Building Permit (24-KET-00032 & 24-KET-00033). All improvements will be inspected during the final inspection by city departments prior to issuance of the Certificate of Occupancy for the detached townhomes on subplot 1 & 2.
☐	☐	☒	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.
			<i>Findings</i>	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-031), Townhouse Subdivision Preliminary Plat (P22-031A), and Building Permit (24-KET-00032 & 24-KET-00033).
☒	☐	☐	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Findings</i>	The Final Plat indicates two monuments, both of which have been verified by the subdivider's surveyor and City Engineer.
☒	☐	☐	16.04.040.F	Lot Requirements: 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. 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. 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. Minimum lot sizes in all cases shall be reversed frontage lot(s).
		Council Findings	1. The proposed townhouse subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot is 8,244 square feet and both sublots are 4,122 square feet in size. The new detached townhouses meet minimum setback requirements in the GR-L for the front, side, and rear. There are no minimum setbacks to the interior lot line of a townhouse lot. 2. This standard does not apply, as building envelopes are not required because the subject property is not within the floodplain/floodway,

				avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets 3. The subject property is not a corner lot so this standard does not apply. 4. The parent lot of the townhouse subdivision and the newly created subplot lot line is within 20 degrees to a right angle to the street lot line along 8th Street. 5. The subject property is not a double frontage lot. 6. The parent lot has a minimum of 20 feet of frontage off 7th Street.
☐	☐	☒	16.04.040.G	G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements: 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			Council Findings	This application does not create a new block. This requirement is not applicable.
☐	☐	☒	16.04.040.H	Street Improvement Requirements: 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way

			when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 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; 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°); 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; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited; 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets; 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; 14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 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; 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; 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; 18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement; 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;
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				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; 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; 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; 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 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.
			Council Findings	This standard is not applicable as this proposal does not create a new street, private road or bridge. All improvements, including the private driveways, utilities, and right-of-way improvements will be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1 & 2.
☐	☐	☒	16.04.040.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.
			Council Findings	This standard is not applicable as no new alleys are being created.
☒	☐	☒	16.04.040.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. 1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities. 2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to

				contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse. 3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision. 4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion. 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. 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.
			Council Findings	Sheet 1 of the Final Plat specifies the location and dimension of the 10-foot-wide Idaho Power Easement recorded as instrument #289842 along the northern property line of Sublot 1 and the location of the Easement & Waiver Agreement recorded as instrument #709153 along the east property line on Sublot 2. Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs Road, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.
☒	☐	☐	16.04.040.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.
			Council Findings	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-031), Townhouse Subdivision Preliminary Plat (P22-031A), and Building Permit (24-KET-00032 & 24-KET-00033). All improvements will be inspected during the final inspection by city departments prior to issuance of the Certificate of Occupancy for the detached townhomes on subplot 1 & 2.
☒	☐	☐	16.04.040.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.
			Council Findings	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-031), Townhouse Subdivision Preliminary Plat (P22-031A), and Building Permit (24-KET-00032 & 24-KET-00033). All improvements will be inspected during the final inspection by city departments prior to issuance of the Certificate of Occupancy for the detached townhomes on subplot 1 & 2.
☐	☐	☒	16.04.040.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.
			Council Findings	This standard is not applicable as this application does not create a new subdivision. There are not incompatible uses adjacent to the proposed townhouse sublots.
☒	☐	☐	16.04.040.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.

			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. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback
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				distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<i>Council Findings</i>	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-031), Townhouse Subdivision Preliminary Plat (P22-031A), and Building Permit (24-KET-00032 & 24-KET-00033). All improvements will be inspected during the final inspection by city departments prior to issuance of the Certificate of Occupancy for the detached townhomes on subplot 1 & 2.
☒	☐	☐	16.04.040.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.
			<i>Council Findings</i>	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-031), Townhouse Subdivision Preliminary Plat (P22-031A), and Building Permit (24-KET-00032 & 24-KET-00033). All improvements will be inspected during the final inspection by city departments prior to issuance of the Certificate of Occupancy for the detached townhomes on subplot 1 & 2.
☐	☐	☒	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Council Findings</i>	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-031), Townhouse Subdivision Preliminary Plat (P22-031A), and Building Permit (24-KET-00032 & 24-KET-00033). All improvements will be inspected during the final inspection by city departments prior to issuance of the Certificate of Occupancy for the detached townhomes on subplot 1 & 2.
☐	☐	☒	16.04.040.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.
			<i>Council Findings</i>	This standard is not applicable as no off-site improvements are required for the application

☐	☐	☒	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Council Findings	This standard is not applicable because the subject property is not located in the Mountain Overlay District or the Avalanche Zone District.
☐	☐	☒	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Council Findings	This standard is not applicable because the subject property did not contain existing natural features such as mature trees, watercourses, rock outcroppings, established shrub masses, or historic areas to preserve.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Townhouse Subdivision Final Plat application for the development and use of the project site.
2. The Townhouse Subdivision Final Plat application is governed under Chapter 16.04 Subdivision Regulations of Ketchum Municipal Code.
3. The Ketchum City Council has authority approval of the applicant's Townhouse Subdivision Final Plat Application pursuant to Chapter 16.04 of Ketchum Municipal Code.
4. The Crossbuck North Townhomes Final Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the City Council **approves** this Townhouse Final Plat Application File No. P25-055 this Monday, December 1, 2025, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The final plat shall be filed with the Blaine County Recorder within one (1) year after final plat approval by the City Council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void.
2. The final plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to Ketchum Municipal Code §16.04.030.J, including certificates and signatures.

Administrative Appeal Notice: Applicant has the opportunity, pursuant to Ketchum City Code 17.20.030(F) and 17.144, to administratively appeal this Decision to the City Council.

Regulatory Taking Analysis Notice: Applicant has the opportunity, pursuant to Idaho Code 67-8003, to submit a written request for a regulatory taking analysis of this Decision.

Findings of Fact **adopted** this 1st day of December 2025.

Neil Bradshaw, Mayor
City of Ketchum