



City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve the 780 N 1st Ave Multi-Family Condominium Subdivision Preliminary Plat and FAR Exceedance Agreement #22742

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Preliminary Plat and adopt the findings of fact, conclusions of law, and decision for a condominium subdivision submitted by Sam Stahlnecker, of Galena Engineering on behalf of the property owner, SV Ventures, LLC. Staff also recommends approval of FAR Exceedance Agreement #22742, memorializing the voluntary commitment of the applicant to provide community housing in exchange for increased floor area. The request is a condominium subdivision application for the development of a new 11,758 square foot multi-family residential development at 780 N 1st Ave, requiring 982 square feet of community housing.

Recommended Motion: "I move to approve the 780 N 1st Ave Multi-Family condominium preliminary plat application, as conditioned, and adopt the findings of fact, conclusion of law, and decision, as it conforms to all applicable subdivision regulations for a preliminary plat and condominium subdivision."

Recommended Motion: "I move to approve FAR Exceedance Agreement #22742, between the city and SV Ventures, LLC for the 780 N 1st Ave Multi-Family project."

The reasons for the recommendation are as follows:

- The request meets all applicable standards for Preliminary Plats and Condominium Subdivisions contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- The Ketchum Planning and Zoning Commission reviewed the application and unanimously voted to recommend approval, as conditioned, on September 21, 2021.
- All city departments have reviewed the proposal and have no issue with the proposed condominium subdivision.
- The applicant will provide one on-site unit and make a payment in-lieu for the remaining required square footage in the amount of \$125,645, prior to issuance of a building permit, per the exceedance agreement.

Introduction and History

The Applicant is proposing an 11,758 square foot three-story multi-family development (the “project”), located at 780 N 1st Avenue (the “subject property”). The subject property is a vacant corner lot zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) just south of the Mountain Rides facility, diagonal from the Hemingway School. As proposed, the project includes seven residential dwelling units. One dwelling unit on the ground floor, four on the second floor, and two on the third floor. Four of the dwelling units are less than 2,000 square feet, the remaining three are less than 750 square feet. Four parking spaces and one ADA parking space is required for the project. The project proposes four standard and one ADA alley loaded parking spaces. The project is proposing to take advantage of the Floor Area Ratio (FAR) bonus for Community Housing, mitigating the additional floor area by dedicating one deed restricted unit on-site and making a payment-in-lieu for the remaining square footage amount. The project will construct improvements to the right-of-way per the City of Ketchum improvement standards including, asphalt, curb and gutter, and sidewalks. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

The project proposes to snowmelt the sidewalks adjacent to the project and the ground level patio on N 1st Ave in lieu of on-site snow storage. An encroachment permit approved by the City Council will be required, prior to issuance of a building permit, for the snow melt system and roof overhangs. The parking area is not proposed to be snowmelt; however, the parking area is fully covered by the second floor of the building, therefore snow removal is not necessary.

The Preliminary Plat was submitted on April 9, 2021, in conjunction with the Preapplication Design Review application, and was held until the Final Design application was received. The Final Design and Preliminary Plat applications were reviewed concurrently and were deemed complete on August 19, 2021, after two reviews for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on September 1, 2021.

Analysis

During Department Review, staff reviewed the preliminary plat application for conformance with KMC 16.04.030 – *Procedures for subdivision approval*, KMC 16.04.040 – *Development and Design*, and KMC 16.04.070 – *Condominiums*. As shown in the draft Findings of Fact (Attachment C), the subdivision application meets all requirements for a preliminary plat and a condominium plat. Where “N/A” is checked, the standard is not applicable for one of the following reasons:

- The standard applies to the creation of new subdivisions or new infrastructure. The application does not propose any new streets, water or sewer extensions of main lines, or master drainage infrastructure.
- The standard applies to action that shall be taken at the final plat stage of the process and this application is for a preliminary plat.
- Per provisions of the standard, the City Engineer has determined that the standard does not apply.

The alley between N 1st Ave and N Washington Ave meets the minimum width requirement of 20 feet. Due to the topography of the alley and proximity of structures on the adjacent lot, the full 20 feet is not able to be improved to city standards as a retaining wall is necessary along the eastern

edge of the alley. As shown on Sheet C1.0, an Eco Block wall ranging from 1-3 feet in height will be placed, limiting the width of travel in the alley to 17 feet. This width still provides for safe movement of vehicles in and out of the parking areas. The applicant will be responsible for maintenance of the alley, including snow removal, adjacent to the subject property until such time when the full length of the alley is brought into conformance with city standards for improvements. This is likely to occur with the redevelopment of the adjacent properties. Upon redevelopment of the property adjacent to the retaining wall, the development will be required to bring the alley into full conformance with city standards, including relocation of the retaining wall out of the right-of-way. The construction method for the retaining wall is of a stacked block construction, easily moved during future construction.

Staff recommends approval of the Preliminary Plat application for a condominium subdivision with the following recommended Conditions of Approval:

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-069.
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.

Sustainability

The proposed preliminary plat does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020.

Financial Impact

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

Attachments

- A. Application and supplemental materials
- B. Preliminary Plat Plan Set
- C. Draft City Council Findings of Fact, Conclusions of Law, and Decision
- D. FAR Exceedance Agreement #22742

Attachment A:

Application and Supplemental
Materials



City of Ketchum
Planning & Building

**CERTIFIED
COMPLETE**

8-23-21

mf

OFFICIAL USE ONLY

Application # P21-038

Date Received 4-9-21

By: mf

Fee Paid 3150⁰⁰

Approved Date:

By:

Subdivision Application

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: The Lofts at 780 1st Avenue			
Owner of Record: SV Ventures, LLC			
Address of Owner: PO Box 5023, Ketchum, ID 83340			
Representative of Owner: Galena Engineering			
Legal Description: Ketchum Lot 5 Block 33			
Street Address: 780 N 1st Avenue			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 6 Residential Condominium Units			
Total Land Area: +/- 5,496 sf (0.13 acres)			
Current Zoning District: Community Core (CC) Mixed Use Subdistrict			
Proposed Zoning District: N/A			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: None.			
Briefly describe the improvements to be installed prior to final plat approval: Certificate of Occupancy per 16.04.070C1a			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format.			

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

Signature

04/09/2021


Applicant Signature

Date

Instrument # 682094

HAILEY, BLAINE, IDAHO
04-30-2021 2:01:15 PM No. of Pages: 2
Recorded for: TITLEONE - TWIN FALLS
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

Sun Valley Title

 A TitleOne Company

Order Number: 20395710

Warranty Deed

For value received,

Richard Saiya, Trustee of the DSI Trust, dated November 13, 2007, as amended, as to an undivided 50% interest and Brigitte M. Saiya, Trustee of the Brimoni Grossa Trust dated February 25, 2004, as amended, as to an undivided 50% interest

the grantor, does hereby grant, bargain, sell, and convey unto

SV Ventures, LLC, an Idaho limited liability company

whose current address is PO Box 5023, Ketchum ID 83340_

the grantee, the following described premises, in Blaine County, Idaho, to wit:

Lot 5, Block 33

of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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

Order Number: 20395710

Dated: April 27, 2021

The DSI Trust, dated November 13, 2007, as amended

X Richard Saiya
By: Richard Saiya, Trustee

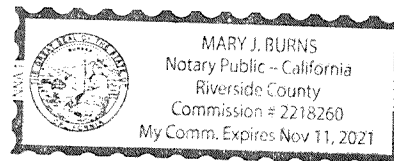
The Brimoni Grossa Trust dated February 25, 2004, as amended

X Brigitte M. Saiya
By: Brigitte M. Saiya, Trustee

State of Calif, County of Riverside, ss.

On this 29th day of April, 2021, before me, the undersigned, a notary public in and for said state personally appeared Richard Saiya, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of The DSI Trust and acknowledged to me that he/she executed the same as trustee.

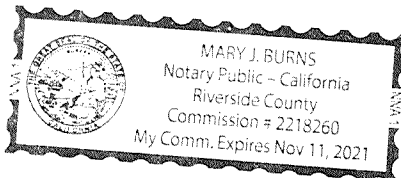
Mary J. Burns
Notary Public
Residing In: Palm Desert, Ca 92260
My Commission Expires: 11-11-2021
(seal)



State of Calif, County of Riverside, ss.

On this 29th day of April, 2021, before me, the undersigned, a notary public in and for said state personally appeared Brigitte M. Saiya, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of The Brimoni Grossa Trust and acknowledged to me that he/she executed the same as trustee.

Mary J. Burns
Notary Public
Residing In: Palm Desert, Ca 92260
My Commission Expires: 11-11-2021
(seal)



Sun Valley Title

 A TitleOne Company

Sun Valley Title

Authorized Agent for:

Title Resources Guaranty Company

File Number: 20395710

Contact Information

We would like to thank you for your business and we appreciate the opportunity to serve you. The title commitment has been sent to the parties listed below.

If you have any closing questions, please contact your Escrow team:

Alison Warner

ali@sunvalleytitle.com

(208)726-9341

Beth Landes

beth.landes@sunvalleytitle.com

TitleOne Corporation dba Sun Valley Title State License: 712444

If you have any title questions, please contact your Title Officer:

Nick Busdon

nbusdon@sunvalleytitle.com

(208)726-9341

Sun Valley Title Address:

271 1st Avenue North, PO Box 2365

Ketchum, ID 83340

Agents / Brokers and Transaction Coordinators

Matt Bogue

Paul Kenny & Matt Bogue Real

Estate LLC

matt@kenny-bogue.com

(208)720-7948

Matt Bogue

matt@kenny-bogue.com

(208)720-7948

Reid Sanborn

Engel & Volkers Sun Valley

reid.sanborn@evusa.com

(208)720-8244

Jessica Blake

jessica.blake@evusa.com

Matt Gelso

mgelso@kenny-bogue.com

(530) 448-9470

Paul Kenny

paul@kenny-bogue.com

(208) 726-1918

Theresa Curnow

theresa.curnow@engelvoelkers.com



COMMITMENT FOR TITLE INSURANCE
Issued by
TITLE RESOURCES GUARANTY COMPANY

Title Resources Guaranty Company, a Texas corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Title Resources Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

A large, stylized handwritten signature in black ink, appearing to be "WK".

An authorized signature



Title Resources Guaranty Company

By: _____
President/CEO

Michael Gayden
Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. 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 as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

Privacy Policy Notice

Rev. 10-23-2017

FACTS		WHAT DOES SUN VALLEY 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?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number and account balances• Payment history and credit card or other debt• Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>		
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 Sun Valley Title chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does Sun Valley Titleshare?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), 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 nonaffiliates to market to you		No	We don’t share
Questions?	Go to http://www.sunvalleytitle.com/Legal/Privacy		

Who we are	
Who is providing this notice?	Sun Valley Title
What we do	
How does Sun Valley 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.
How does Sun Valley Title collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Sun Valley Title does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> • <i>Sun Valley Title does not share with nonaffiliated financial companies for joint marketing purposes.</i>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at http://www.sunvalleytitle.com/Legal/Privacy

For our California Customers	Please see our notice about the California Consumer Protection Act located at http://www.sunvalleytitle.com/Legal/Privacy
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FACTS		WHAT DOES TITLE RESOURCES GUARANTY COMPANY 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?		<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number and account balances• Payment history and credit card or other debt• Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
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 TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information		Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), 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 nonaffiliates to market to you		No	We don’t share
Questions?	Go to https://www.trgc.com/privacypolicy		

Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY 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.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes –information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies that are owned in whole or in part by Realty Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> • TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at https://www.trgc.com/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.trgc.com/privacypolicy



COMMITMENT FOR TITLE INSURANCE
Issued by
TITLE RESOURCES GUARANTY COMPANY

Issuing Office: TitleOne Corporation dba Sun Valley Title
 ALTA® Universal ID: 1065022
 Commitment Number: 20395710

SCHEDULE A

1. Commitment Date: December 23, 2020 at 07:30 AM

2. Policy or Policies to be issued:

X ALTA Owners Policy (6/17/06)	Standard Coverage	Policy Amount:	\$1,400,000.00
Proposed Insured:		Premium:	\$3,855.00
Galena Peak Partners LLC and/or as assigns			

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Brigitte M. Saiya, Trustee of the Brimoni Grossa Trust dated February 25, 2004, as to an undivided 50% interest and Richard Saiya, trustee of the DSI Trust, dated November 13, 2007, as to an undivided 50% interest

5. The Land described as follows:

See Attached Schedule C

Title Resources Guaranty Company

TitleOne Corporation dba Sun Valley Title

By:

Nick Busdon, Authorized Signatory

Title Resources Guaranty Company
 By:
 President/CEO
 Michael Boyden
 Secretary

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

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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**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. 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.
5. NOTE: According to the available records, the purported address of said land is:

780 N 1st Ave, Ketchum, ID 83340
6. Necessary conveyance to the proposed insured.
7. Note: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.
8. The Company will require delivery of and approval by the Company of an Indemnity and Affidavit as to Debts, Liens and Possession, prior to the issuance of the policy.
9. The Company will require a copy of the Operating Agreement and other related documents for Galena Peak Partners LLC, showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of said limited liability company.

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

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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SCHEDULE B, PART II
Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company. If the Company's requirements are satisfied, Exceptions 1 through 7 will be removed on Enhanced/Extended coverage policies.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. 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, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
8. Taxes for the year 2019 are paid in full.
Parcel Number: RPK00000330050
Original Amount: \$2,305.78
9. Taxes, including any assessments collected therewith, for the year 2020 which are due and payable, but not delinquent.
Parcel Number: RPK00000330050
Original Amount: \$2,089.54
Without homeowner's exemption
10. Water and sewer charges, if any, for the City of Ketchum.
11. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite.
12. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded June 12, 1947 as Instrument No. [91734](#).
13. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

(End of Exceptions)

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

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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SCHEDULE C

Legal Description:

Lot 5, Block 33 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

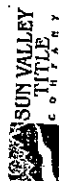
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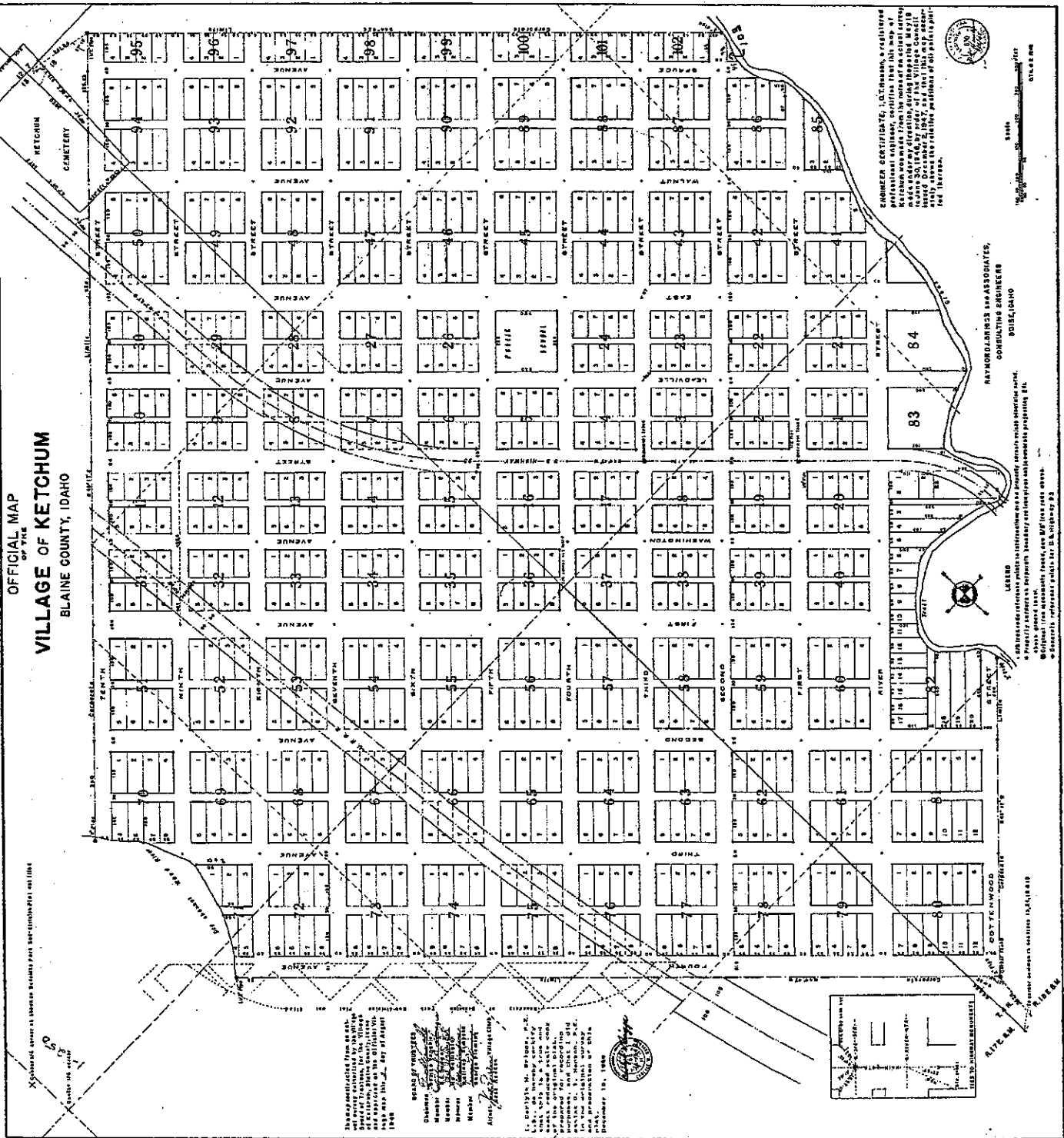
302967

STATE OF IDAHO
COUNTY OF BLAINE
City of Ketchum
AT 4:03 PM
2-13-89
RECORDED
BY [Signature]
FEES \$11.00



THIS MAP IS A PHOTOGRAPHIC REPRODUCTION OF
THE ORIGINAL MAP ON FILE IN THE
SUN VALLEY TITLE COMPANY OFFICE. THE COMPANY ASSUMES NO
LIABILITY FOR INACCURACIES, IF ANY, WITH ANOTHER
ON RE-SHOWN.

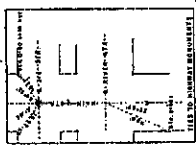
OFFICIAL MAP OF THE VILLAGE OF KETCHUM BLAINE COUNTY, IDAHO



3144
0.1748 km

RAYMOND J. ASSOCIATES,
CONSULTING ENGINEERS
BOISE, IDAHO

THIS MAP WAS PREPARED FOR THE CITY OF KETCHUM, IDAHO, BY RAYMOND J. ASSOCIATES, CONSULTING ENGINEERS, BOISE, IDAHO. THE MAP WAS PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE IDAHO STATUTES RELATING TO THE SURVEYING AND MAPPING OF LAND. THE MAP WAS PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE IDAHO STATUTES RELATING TO THE SURVEYING AND MAPPING OF LAND.





Parcel Number

RPK00000330050

Property Year

2021Legal Description
KETCHUM
LOT 5 BLK 33
5500SFBase Code Area 003-001
Incr Code Area 003-014
Project Name
KETCHUM 003-001Property Address
780 N 1ST AVE
KETCHUM ID 83340Parcel Status Active
Property Type Real Property
Sub Type

Owner/Contact Name	Type	Relationship	Owner%	HOE
SAIYA RICHARD TRUSTEE	OWNER	TRUSTEE1	0.00%	
DSI TRUST	OWNER	TRUST	50.00%	
SAIYA BRIGITTE M TRUSTE	OWNER	TRUSTEE1	0.00%	
BRIMONI GROSSA TRUST	OWNER	TRUST	50.00%	

Mailing Address
633 QUARRY RD
SAN CARLOS CA 94070Land Group
KETCHUM TOWNSITE
Township 4N Range 17E Section 13
Location Code ERES
Parcel Type
ZoningAssociated Parcels
NoneBuilding Permits
NoneReappraisal Year 2019
Inspection Date 03/05/2019
Appraiser Initials TLR

Parcel Exemption: None

CB: No NC: No

Tax Certification District Roll Type Units Amount

Instrument 555819 Eff Date 02/20/2008 Action Ownership Source 2008 Target Comments

SCC	CHARACTERISTIC			ROLLS			ACRES	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	O	0.126	\$ 357,500	\$ --	\$ 357,500	\$ 330,000	\$ 27,500
TOTALS:							0.126	\$ 357,500	--	\$ 357,500	\$ 330,000	\$ 27,500

ROLL STATUS: 0 Open, Subject to Change

**BLAINE COUNTY TREASURER****JOHN DAVID DAVIDSON**

219 1ST AVE SOUTH SUITE 102

HAILEY ID 83333

TELEPHONE: (208) 788-5530

TAX MASTER INQUIRY

PARCEL NUMBER

RPK00000330050

TAX CODE AREA

003-001

LEGAL DESCRIPTION

KETCHUM

LOT 5 BLK 33

5500SF

PRIMARY PROPERTY ADDRESS

780 N 1ST AVE

KETCHUM ID 83340

SAIYA RICHARD TRUSTEE

DSI TRUST

633 QUARRY RD

SAN CARLOS CA 94070

BALANCE DUE**\$ 2,089.54**

TOTAL

INTEREST DATE

12/17/2020

BALANCE AS OF

12/17/2020 1:25 pm

Tax Year Assessment Roll

2020 PRIMARY

FIRST HALF

SECOND HALF

FULL YEAR

Bill Number: 333823

VALUATION

TAX / CERTIFICATION			
Charges	\$ 1,044.77	\$ 1,044.77	\$ 2,089.54
Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0
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			
	\$ 1,044.77	\$ 1,044.77	\$ 2,089.54

TAXABLE VALUE: \$ 357,500

CHARGES

Tax Code Area: 003-001 Levy: 0.005844856

Tax Charge: \$ 2,089.54

Certifications: \$ 0

TOTAL CHARGES: \$ 2,089.54

The amount due shown here is as of 1:25 pm on December 17, 2020, with interest calculated to December 17, 2020.

**ARTICLES OF INCORPORATION
OF
THE RESIDENCES AT SEVEN EIGHTY 1ST AVE OWNERS ASSOCIATION, INC.**

The undersigned, for the purpose of forming a nonprofit corporation under the laws of the State of Idaho in compliance with the Idaho Nonprofit Corporation Act (Title 30, Chapter 30, Idaho Code), do hereby certify, declare, and adopt these Articles of Incorporation of The Residences at Seven Eighty 1st Ave Owners Association, Inc. (“**Articles**”):

**ARTICLE I
NAME**

The name of the corporation is The Residences at Seven Eighty 1st Ave Owners Association, Inc. (the “**Association**”).

**ARTICLE II
TERM**

The period of existence and duration of the life of the Association is perpetual.

**ARTICLE III
NONPROFIT**

The Association is a nonprofit, membership corporation.

**ARTICLE IV
REGISTERED AGENT**

Reid Sanborn, whose street address is 291 N. First Ave., Ketchum, Idaho 83340, is hereby appointed as the initial registered agent of the Association.

**ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is formed to exercise all powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Condominium Declaration for The Residences at Seven Eighty 1st Ave, as the same shall hereinafter be recorded in the real property records of Blaine County, Idaho, as may be amended from time to time according to its terms (the “**Declaration**”). The Declaration is incorporated by this reference as if fully set forth herein. Capitalized terms used and not defined in these Articles have the meanings set forth in the Declaration. The Association does not contemplate pecuniary gain or profit to the Members. The Association is formed for the purpose of acting as the “management body” of the Project in accordance with the Condominium Act.

**ARTICLE VI
MEMBERSHIP & VOTING RIGHTS**

Member” means each Person holding a membership in the Association, including Grantor. Every Owner of a Unit is a Member of the Association and has one (1) membership for each Unit in the Project owned by such Owner. If the Owner of a Unit shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Unit may not be split and shall be exercised by one (1) representative selected by such

Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Unit. To this end, only one (1) vote is allocated to each Unit, regardless of the number of Persons that hold an ownership interest in such Unit. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

(a) Class A Members. "**Class A Members**" shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

(b) Class B Member. The "**Class B Member**" is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the "**Initial Development Period**"). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the "**Class B Member Termination Date**").

ARTICLE VII BOARD OF DIRECTORS

The business and affairs of the Association is managed and controlled by the Board of Directors (the "**Board**"). The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. The names and addresses of the persons who are to act in the capacity of initial directors until the selection of their respective successors are as follows:

Reid Sanborn	291 N. First Ave. Ketchum, Idaho 83340
Garrison Belles	100 Sun Valley Rd. #1497 Ketchum, ID 83340
Jon Gilmour	PO Box 5973 Ketchum, Idaho 83340

ARTICLE VIII DISSOLUTION

The Association will only be dissolved at an annual meeting, or a special meeting of the Association called for that purpose, by the affirmative votes of eighty-five percent (85%) or more of the total voting power of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the real and personal property of the Association will be distributed as follows: (i) dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was

created; or (ii) granted, conveyed, and assigned to a nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE IX
AMENDMENTS

These Articles may be amended at any annual meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of sixty-five percent (65%) or more of the total voting power of the Association. No amendment that is inconsistent with the provisions of the Declaration will be valid.

ARTICLE X
INCORPORATOR

The name and address of the incorporator of the Association is:

Reid Sanborn
291 N. First Ave.
Ketchum, Idaho 83340

IN WITNESS WHEREOF, these Articles are executed effective this ____ day of _____,
2020.

Reid Sanborn, Incorporator

Attachment B:
Preliminary Plat Plan Set

WHEREIN THE BUILDING ON LOT 5, BLOCK 33, KETCHUM TOWNSITE IS CONVERTED TO CONDOMINIUMS
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

SCALE IN FEET

	Property Line		Building
	Adjoiner's Lot Line		Asphalt
	Centerline of Right of Way		Retaining Wall
	Fence Line		Conifer Tree
	GIS Tie Line		Gas Main
	Survey Tie Line		Cable TV Buried
	Calculated Point, Not Set		Cable TV Riser
	Found Aluminum Cap on 5/8" Rebar		Buried Telephone Line
	Found 5/8" Rebar		Buried Power Line
	Found 1/2" Rebar		Power Manhole
	Set 5/8" Rebar, P.L.S. 16670		Sewer Main
	5' Contour Interval		Sewer Service
	1' Contour Interval		Sewer Manhole
	Curb & Gutter		Water Main
	FNC = Fence Line		Water Service
			Water Valve
		W.C.	Witness Corner

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of Lot 5, Block 33, Ketchum Townsite and to condominiumize said property as shown hereon. The boundary shown is based on found centerline monuments and the Plat of the Village of Ketchum, Instrument Number 302967, records of Blaine County, Idaho. All found monuments have been accepted. The missing property corners were reset by block breakdown and proportioning record distances. Vertical Datum is NAVD 1988.
2. In interpreting the Declaration, Plat or Plats, and Deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and/or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and/or deeds, and the actual boundaries of the units in the buildings.
3. Dimensions shown hereon will be subject to slight variations, owing to normal construction tolerances.
4. Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling: vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
5. Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument Number _____, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of common and limited common area.
6. All area outside of units that is not designated as limited common is common area. areas of "common" or "limited common" are shown by diagram.
7. Building ties are to the interior corners of unit walls.
8. Utility easements necessary to allow for access and maintenance of utilities serving units other than the unit they are located in are hereby granted by this plat.
9. The current zoning is CC, Mixed Use. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
10. The owner is SV Ventures, LLC. The surveyor/representation is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.
11. This development is subject to an Exceedance Agreement recorded under Instrument Number # _____.

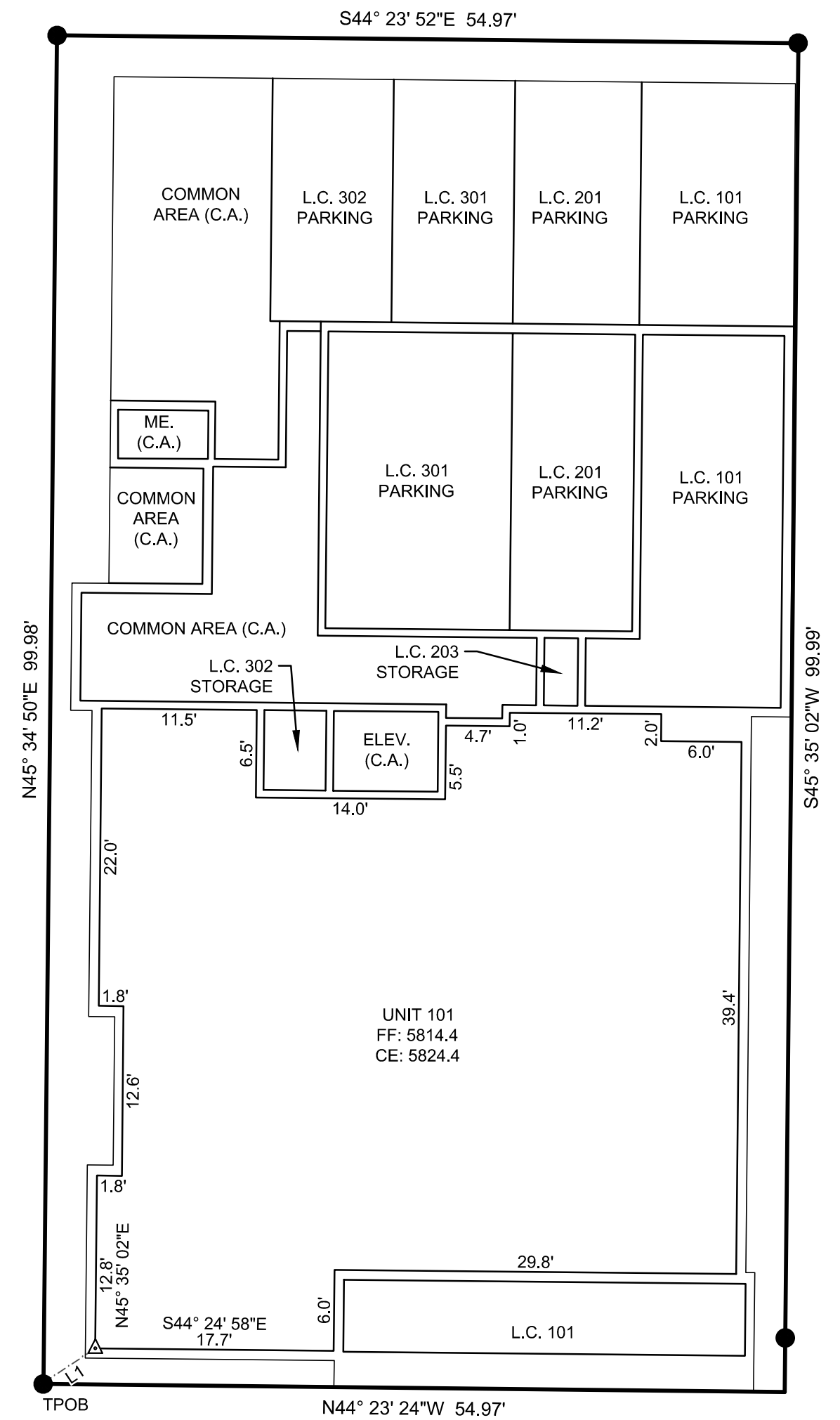
Date _____ South Central District Health Dept., EHS

Ketchum File No. 921-038

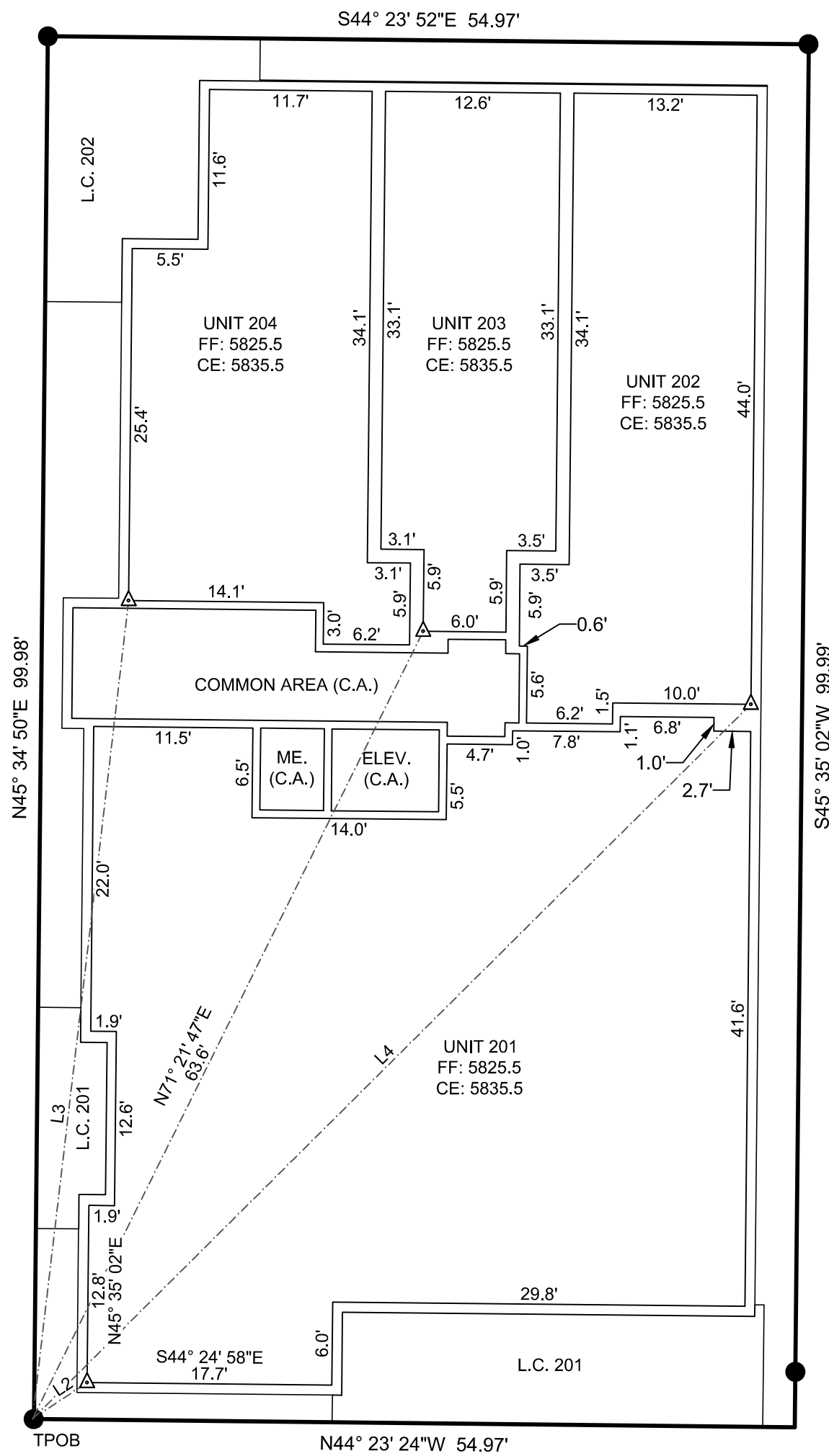
A CONDOMINIUM PLAT SHOWING
THE LOFTS AT 780 1ST AVENUE
SEPTEMBER 2021



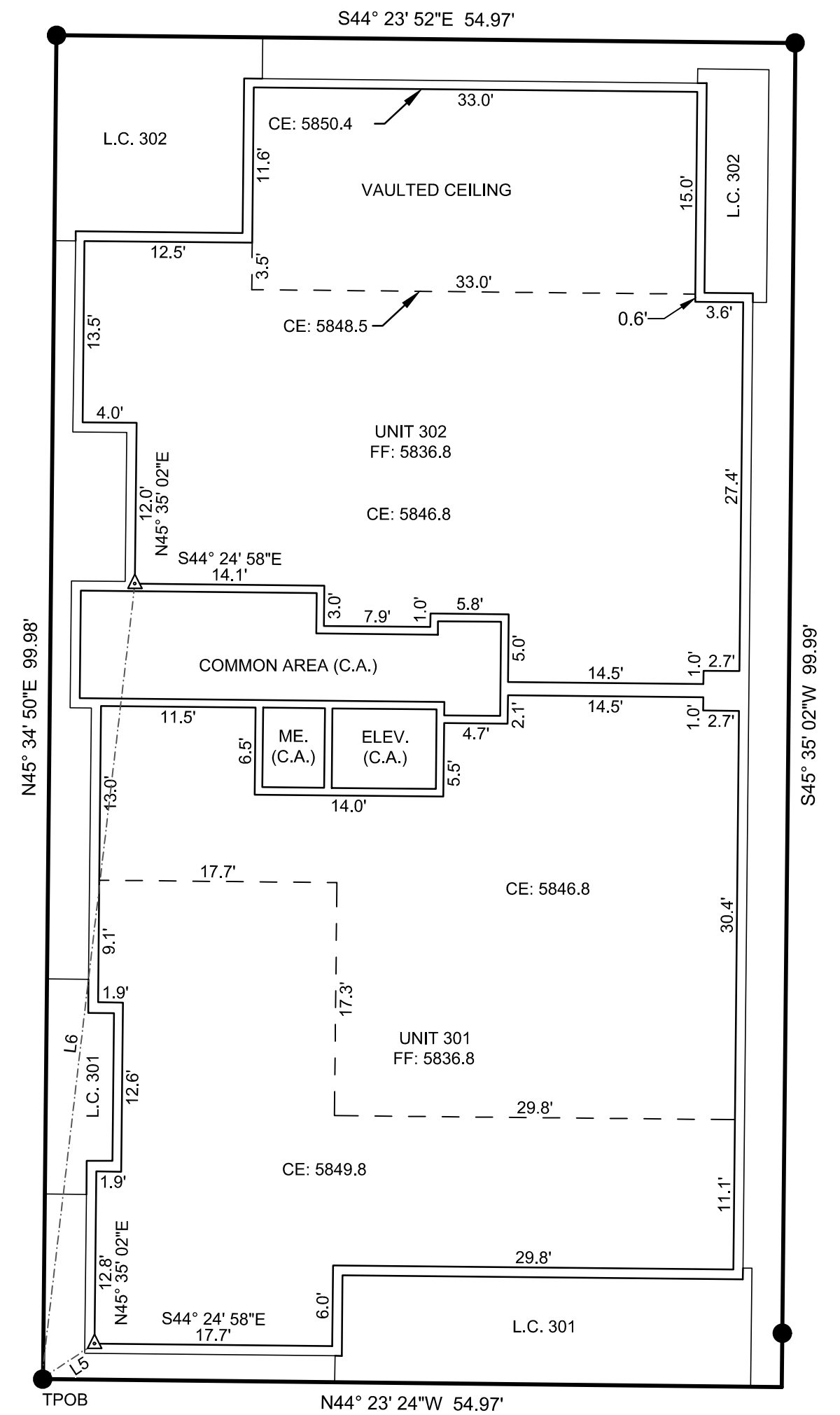
SCALE: 1" = 10'



FIRST FLOOR
UNIT 101



SECOND FLOOR
UNITS 201, 202, & 203



THIRD FLOOR
UNITS 301 & 302

LEGEND

- Property Line
- - - Ceiling Break Lines
- - - Building Tie Lines
- TPOB = True Point of Beginning
- △ Unit Tie point
- Set 5/8" Rebar
- CE = Ceiling Elevation
- FF = Finished Floor Elevation
- L.C. = Limited Common
- C.A. = Common Area
- ME. = Mechanical Room
- ELEV. = Elevator

Line Table		
Line #	Direction	Length
L1	S78°40'46"E	4.7'
L2	S78°40'46"E	4.7'
L3	N51°41'30"E	59.6'
L4	S89°52'17"E	73.2'
L5	S78°40'46"E	4.7'
L6	N51°41'30"E	59.6'



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

THE LOFTS AT 780 1ST AVENUE
GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 2 OF 3
Job No. 3559-02

Ketchum File No. 921-038

CERTIFICATE OF OWNERSHIP

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

A parcel of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lot 5, Block 33, Ketchum Townsite

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

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

SV Ventures, LLC, an Idaho Limited Liability Company

Reid Sanborn, Registered Agent

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2021, before me, a Notary Public in and for said State, personally appeared Reid Sanborn, known or identified to me to be a member of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

Notary Public in and for said State

Residing in _____

My Commission Expires _____

SURVEYOR’S CERTIFICATE

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

Mark E. Phillips, P.L.S. 16670



BLAINE COUNTY SURVEYOR’S APPROVAL

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

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

Date _____

KETCHUM CITY ENGINEER’S APPROVAL

The foregoing plat was approved by _____, City Engineer for the City of Ketchum on this _____ day of _____, 2021.

City Engineer _____

KETCHUM CITY COUNCIL’S APPROVAL

I, _____, Planner in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to the Ketchum Subdivision–Ordinance.

By: _____

Certified by City Clerk

By: _____

BLAINE COUNTY TREASURER’S APPROVAL

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

Blaine County Treasurer

Date _____

BLAINE COUNTY RECORDER’S CERTIFICATE

THE LOFTS AT 780 1ST AVENUE

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 3 OF 3
Job No. 3559-02

Ketchum File No. 921-038

Attachment C:

Draft City Council Findings of
Fact, Conclusions of Law, and
Decision



**City of Ketchum
Planning & Building**

IN RE:)	
)	
780 N 1 ST Ave)	KETCHUM CITY COUNCIL
Condominium Subdivision – Preliminary Plat)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: November 1, 2021)	DECISION
)	
File Number: 21-038)	

PROJECT:	780 N 1 st Ave
APPLICATION TYPE:	Condominium Subdivision – Preliminary Plat
FILE NUMBER:	P21-038
ASSOCIATED APPLICATIONS:	Design Review (P21-069)
REPRESENTATIVE:	Sam Stahlnecker, Galena Engineering (engineer)
OWNER:	SV Ventures, LLC
LOCATION:	780 N 1 st Ave – Lot 5, Block 33, Ketchum Townsite
ZONING:	Community Core – Subdistrict 2 – Mixed Use (CC-2)
OVERLAY:	None

RECORD OF PROCEEDINGS

The City of Ketchum received the application for Final Design Review on July 23, 2021. The Preliminary Plat was submitted on April 9, 2021, in conjunction with the Preapplication Design Review application, and was held until the Final Design application was received. The Final Design and Preliminary Plat applications have been reviewed concurrently and were deemed complete on August 19, 2021, after two reviews for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on September 1, 2021. All department comments were addressed satisfactorily through applicant revision of project plans or conditions of approval.

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 September 1, 2021. The public hearing notice was published in the Idaho Mountain Express the on September 1, 2021. A notice was posted on the project site and the city's website on September 13, 2021.



City of Ketchum Planning & Building

The Planning and Zoning Commission (the “Commission”) considered the 780 N 1st Ave Design Review (Application No. P21-069) and the Condominium Subdivision Preliminary Plat (Application No. P21-038) applications during a special meeting on October 26, 2021. The development applications were considered concurrently, and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering staff’s analysis, the applicant’s presentation, and public comment, the Commission unanimously approved the 780 N 1st Ave Design Review application and unanimously recommended approval of the Condominium Subdivision Preliminary Plat application to the City Council.

BACKGROUND

The Applicant is proposing an 11,758 square foot three-story multi-family development (the “project”), located at 780 N 1st Avenue (the “subject property”). The subject property is a vacant corner lot zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) just south of the Mountain Rides facility, diagonal from the Hemingway School. As proposed, the project includes seven residential dwelling units. One dwelling unit on the ground floor, four on the second floor, and two on the third floor. Four of the dwelling units are less than 2,000 square feet, the remaining three are less than 750 square feet. Four parking spaces and one ADA parking space is required for the project. The project proposes four standard and one ADA alley loaded parking spaces. The project is proposing to take advantage of the Floor Area Ratio (FAR) bonus for Community Housing, mitigating the additional floor area by dedicating one deed restricted unit on-site and making a payment-in-lieu for the remaining square footage amount. See Table 2 in Attachment F for the FAR calculations for the project.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards including, asphalt, curb and gutter, and sidewalks. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

The project proposes to snowmelt the sidewalks adjacent to the project and the ground level patio on N 1st Ave in lieu of on-site snow storage. An encroachment permit approved by the City Council will be required for the snow melt system. The parking area is not proposed to be snowmelt; however, the parking area is fully covered by the second floor of the building, therefore snow removal will not be necessary.

FINDINGS OF FACT

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



City of Ketchum
Planning & Building

FINDINGS REGARDING COMPLIANCE WITH PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on July 23, 2021.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	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 August 19, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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 Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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 Sheet 1 of the preliminary plat, the subdivision is named "The Lofts at 780 1 st Avenue" which is not the same as any other subdivision in Blaine County, Idaho.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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 Sheets 1 and 2, the owner and subdivider is SV Ventures, LLC. The plat was prepared by Mark E. Phillips of Galena Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Findings</i>	The legal description of the area platted is shown in the Certificate of Ownership on Sheet 3 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining Ketchum Townsite lots to the east and south.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 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.



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			<i>Findings</i>	Sheet 1 of the preliminary plat shows the location of the existing building on the adjacent building to the south and all adjacent streets and easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of the lot. Sheet 2 indicates the area of each residential unit as will be platted for sale.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			<i>Findings</i>	Plat note #9 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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>	Sheets 1 and 2 of the preliminary plat shows the locations and lot lines for the master lot and lot lines of condominium units. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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>	Sheet 1 of the preliminary plat shows all existing and proposed water mains, sanitary sewer mains.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .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.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .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.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Findings</i>	This standard does not apply as no addition tests are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			<i>Findings</i>	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.



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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Findings</i>	The cover sheet to the project plans includes a vicinity map that satisfies this requirement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Findings</i>	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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Findings</i>	Sheets 1 and 2 of the preliminary plat shows the area of the overall lot and area of each individual unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Findings</i>	Sheet L1 and the topographic survey of the project plans outlines the existing vegetation on the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Findings</i>	The applicant provided a title commitment issued by Sun Valley Title dated December 23, 2020, and a warranty deed recorded at Instrument Number 682094 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock



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				outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, all proposed improvements to the public right-of-way are shown. 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 will be conducted during building permit review. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall 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.



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			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
			16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
			16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> 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.



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				<p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<i>Findings</i>	This standard is not applicable as no new lots are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<i>Findings</i>	This standard is not applicable as no new lots are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and



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			<p>emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p>
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				<p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<i>Findings</i>	No new streets are proposed, however, the project is required to bring the current streets of N 1 st Ave and 8 th Street into conformance with city street standards. Prior to certificate of occupancy, the project will extend asphalt, formalize parking, and install curb, gutter, and sidewalks.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Findings</i>	The alley between N 1 st Ave and N Washington Ave meets the minimum width requirement of 20 feet. Due to the topography of the alley and proximity of structures on the adjacent lot, the full 20 feet is not able to be improved to city standards as a retaining wall is necessary along the eastern edge of the alley. As shown on Sheet C1.0, an Eco Block wall ranging from 1-3 feet in height will be placed, limiting the width of travel in the alley to 17 feet. This width still provides for safe movement of vehicles in and out of the parking areas. The applicant will be responsible for maintenance of the alley, including snow removal, adjacent to the subject property until such time when the full length of the alley is brought into conformance with city standards for improvements. This is likely to occur



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				with the redevelopment of the adjacent properties. Upon redevelopment of the property adjacent to the retaining wall, the development will be required to bring the alley into full conformance with city standards, including relocation of the retaining wall out of the right-of-way. The construction method for the retaining wall is of a stacked block construction, easily moved during future construction.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	This standard does not apply as no easements exist or are required.



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<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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 and no new sanitary sewer mains are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision and no new water mains are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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,



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			<p>streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none">1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information:<ol style="list-style-type: none">a. Proposed contours at a maximum of five foot (5') contour intervals.b. Cut and fill banks in pad elevations.c. Drainage patterns.d. Areas where trees and/or natural vegetation will be preserved.e. Location of all street and utility improvements including driveways to building envelopes.f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such 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:<ol style="list-style-type: none">a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by 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.
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				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 a condominium subdivision of an existing lot. On-site grading for the new condominium building meets all grading requirements. Final grading plan will be reviewed and approved by the City Engineer prior to issuance of a building permit.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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 condominium subdivision application showing drainage for the subject property. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements, not impacting adjacent properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat and Sheets C1.0 and C1.2 of the project plans, all utilities will be installed underground.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.



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			<i>Findings</i>	The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.
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FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISION REQUIREMENTS

Condominium Subdivision Requirements				
Compliant				
Yes	No	N/A	City Code	Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B	The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.
			<i>Findings</i>	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.D	All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.
			<i>Findings</i>	As shown on Sheet 2 of the preliminary plat, the garage units are designated as limited common elements and specifically referenced to a unit number.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E	Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.
			<i>Findings</i>	As shown on Sheet 2 of the preliminary plat, the unit sizes facilitate the storage of personal property within the units. Additional storage units are provided on the first floor for Units 302 and 203.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F	A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.
			<i>Findings</i>	Mechanical equipment rooms are designated on each floor, serving dual purpose for housing of mechanical equipment and storage of maintenance equipment and supplies. Supplies for larger maintenance projects will be supplied by the contractors responsible for the project on an as needed basis.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.G	The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.
			<i>Findings</i>	Each condominium unit, with the exception of two, is provided a private balcony adjacent to the unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.H	All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.
			<i>Findings</i>	The project has been reviewed for compliance with all other section of the subdivision standards. The project is in compliance as discussed above.



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CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Townhouse Preliminary Plat application for the development and use of the project site.
2. The City Council has authority to review and approve the applicant's Condominium Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Condominium Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The 780 N 1st Ave Condominium Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the City Council **approves** this Condominium Preliminary Plat Application File No. P21-038 this Monday, November 1, 2021 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-069.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 1st day of November 2021.

Neil Bradshaw, Mayor
City of Ketchum

Attachment D:
FAR Exceedance Agreement
#22742

**FAR EXCEEDANCE
AGREEMENT #22742**

Parties:

City of Ketchum	"City"	P.O. Box 2315, 191 5 th Street W, Ketchum, Idaho 83340
SV Ventures LLC	"Owner"	Mailing: PO Box 5023, Ketchum, ID 83340 Physical Address: 780 N 1st Avenue (Ketchum Townsite: Block 33: Lot 5)

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and SV Ventures LLC, a limited liability corporation, the owner of the development project.

RECITALS

- A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).
- B. Litigation was brought challenging the constitutionality and legality of the City's FAR standards in relation to the inclusionary housing incentive under K.M.C. 17.124.040 that was voluntarily dismissed.
- C. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

THEREFORE, in consideration of the mutual agreement herein contained and subject to the terms and conditions stated, it is hereby understood and agreed by the Parties as follows:

- 1. **Attestation of Developer.** Developer, by this Agreement, attests that the City has disclosed potential litigation challenging K.M.C. 17.124. Developer desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR

standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.

2. **Waiver and Release of Claims.** Developer, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially challenging the validity of K.M.C. 17.124 and its standards. It is Developer's intent to accept and proceed with such standards as outlined in K.M.C. 17.124 for Developer's development plan for purposes of allowable FAR and Developer voluntarily and knowingly accepts the mitigation measures as proposed.
3. **FAR Exceedance Consideration.** In consideration for Developer's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Developer's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
5. **Withdrawal.** Developer may withdraw from this Agreement upon thirty days notice to City provided that Developer has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement.
6. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
7. **No Assignment.** Developer shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.
8. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
9. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.
10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail,

certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.

11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
12. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS ____ DAY OF NOVEMBER, 2021.

Developer

City of Ketchum, Idaho

Reid Sanborn
SV Ventures, LLC

Neil Bradshaw, Mayor

Attest:

Tara Fenwick, City Clerk

17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:

- A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in [chapter 17.08](#) of this title may exceed the floor area listed in the table below subject to section [17.124.050](#) of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
T	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

B. Inclusionary Housing Incentive:

- The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.
- An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
 - A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.
 - After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.
 - Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit

rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.

- d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.
 - e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.
 - f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:
 - (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
 - (2) Payment of an in lieu fee; or
 - (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.
 - g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:
 - (1) Land conveyance to the city;
 - (2) Existing housing unit buy down or mortgage buy down; or
 - (3) Other proposals and options as approved by the city council.
3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

Exhibit B

EXCEEDANCE AGREEMENT COMPLIANCE

PROJECT: 780 N 1st Ave

APPLICATION FILE NUMBERS: Design Review P21- 069

OWNER: SV Ventures LLC

REPRESENTATIVE: Hollis Partners Architects

REQUEST: Development of a new seven unit, 11,758 sq ft multi-family residential building.

LOCATION: 780 N 1st Avenue (Ketchum Townsite: Block 33: Lot 5)

ZONING: Mixed-Use Subdistrict of the Community Core (CC-2)

BACKGROUND:

1. The applicant is proposing to construct a new 11,758 sq ft three-story building is comprised of seven dwelling units including one community housing unit studio. The project includes eight on site covered parking spaces accessed from the Block 33 alleyway.
2. The site is located at 780 N 1st Avenue (Ketchum Townsite: Block 33: Lot 5) within the Mixed-Use Subdistrict of the Community Core (CC-2). Multi-family dwelling units are a permitted use in the CC-2 Zone, and unlike the Retail Core Subdistrict (CC-1), dwelling units may be sited on the ground floor
3. The subject interior lot has an area of 5,496 sq ft.
4. The proposed floor area of the project will have a total area of 11,758 gross square feet.
5. Pursuant to the definition of gross floor area (KMC §17.08.020), up to four parking stalls for developments on single Ketchum Townsite lots of 5,600 sq ft or less are not included in the gross floor area calculation. As the project has three garage spaces, the project receives a reduction of 486 sq ft.
6. With the parking stall discount, the multi-family residential building has a proposed Floor Area Ratio (FAR) of 2.05 (11,272 gross sq ft/5,496 sq ft lot area).
7. As a condition of Design Review approval, the project shall comply with the requirements of Ketchum City Code §17.124.040, *Floor Area Ratios and Community Housing*, as adopted on the date a Building Permit is submitted for the project.
8. The Planning and Zoning Commission approved the Design Review application (P21-069) for the 780 N 1st Ave multi-family residential building on October 26, 2021. Building Permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator.

EXCEEDANCE ANALYSIS

The project shall comply with the requirements of Ketchum City Code § 17.124.040 as adopted on the date a building permit is submitted for the project.

Permitted in Community Core Subdistrict 2 (CC-2)

Permitted Gross FAR: 1.0

Permitted Gross FAR with Inclusionary Housing Incentive: 2.25

Proposed Gross Floor Area: 11,758 gross square feet

Gross Floor Area with Parking Discount: 11,272 sq ft (reduction of 486 square feet for three stalls that are 9 x 18 feet)

Ketchum Townsite Lot Area: 5,496 sq ft

FAR Proposed: 2.05 (11,272 gross sq ft/5,496 sq ft lot area)

Increase Above Permitted FAR: 5,776 sq ft

20% of Increase: 1,155 sq ft

Net Livable (15% Reduction): 982 sq ft community housing required.

The applicant is providing one on-site unit for community housing, Unit 203, a 454 sq ft community housing unit on the second level of the multi-family residential building.

Total Proposed Community Housing Net Livable Sq Ft Contribution: 454 sq ft

Remainder (528 sq ft) Community Housing In-Lieu Fee: \$125,645.

780 N 1st AVE COMMUNITY HOUSING CONTRIBUTION

The applicant shall provide the following:

1. Provide one 454 sq ft community housing studio (Unit 203) on the second floor of the proposed multi-family residential building.
2. Purchase price for said unit shall be set according to Blaine County Housing Authority Income Category 4 and shall be listed through the Blaine County Housing Authority concurrent with the issuance of Certificate of Occupancy for the building.
3. Deed covenant for Unit 203 shall be recorded prior to Certificate of Occupancy for the building and notated on the Final Condominium Plat.
4. The payment in-lieu for the remaining 528 sq ft of community housing will be \$125,645 and shall be due prior to the issuance of a building permit for the project.