



City of Ketchum

October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve the Final Plat Applications for the Warm Springs Ranch Large Block Subdivision and Warm Springs Ranch Residences Block 1 Subdivision.

Recommendation and Summary

After considering the project plans and Staff's analysis, Staff recommends the Ketchum City Council move to: (1) approve the Warm Springs Ranch Large Block Subdivision Final Plat and (2) approve Warm Springs Ranch Residences Block 1 Subdivision Final Plat.

Recommended Motions: (1) "I move to approve the Warm Springs Ranch Large Block Subdivision Final Plat subject to conditions of approval 1 through 9." (2) "I move to approve the Warm Springs Ranch Residences Block 1 Final Plat subject to conditions of approval 1 through 7."

The reasons for the recommendation are as follows:

- The City Council approved the preliminary plat applications for the Warm Springs Ranch Large Block Subdivision and Warm Springs Residences Block 1 Subdivision on April 5th, 2021.
- Consistent with Development & Rezoning Agreement 20609 (Application File No. P21-003), Large Block Preliminary Plat P21-010, Block 1 Subdivision Preliminary Plat P21-001, Floodplain Development Permit P21-002, and Building Permit B21-048, the developer has constructed the Block 1 subdivision improvements, including new roadways, water and sewer facilities, an 8-foot-wide sidewalk for pedestrian access, underground utilities, an unimproved parking lot, and a bus shelter along Warm Springs Road.
- In accordance with Ketchum Municipal Code §16.04.030.G, the final plat conforms to the approved preliminary plat as well as all conditions placed upon the preliminary plat by the Planning & Zoning Commission and City Council.

Introduction and History

The Planning & Zoning Commission considered the Warm Springs Ranch project during a public hearing at a special meeting on February 23rd, 2021. The Commission reviewed and made recommendations to the City Council on the proposed Development and Rezoning Agreement as well as the Warm Springs Ranch Large Block Plat and Block 1 Subdivision Preliminary Plat. After considering the project plans, Staff's analysis, the applicant's presentation, and public comment, the Planning and Zoning Commission unanimously recommended approval of the project with conditions to be transmitted to the City Council.

The City Council considered the Warm Springs Ranch project during their meeting on March 15th, 2021. The Council proposed modifications to the proposed Development and Rezoning Agreement as well as the Warm Springs Ranch Large Block Plat and Block 1 Subdivision Preliminary Plat. The applicant submitted revised project plans with modifications that responded the Council's comments. The City Council considered the revised Warm Springs Ranch project plans during a public hearing on April 5th, 2021. After considering the project plans, Staff's analysis, the applicant's presentation, and public comment, the City Council unanimously approved the project.

Analysis

Following City Council's approval of the preliminary plat, the applicant submitted Building Permit Application File No. 21-048 with final construction drawings for the subdivision improvements. After the final construction drawings were reviewed and approved by City Departments, the City issued the building permit for the Block 1 residential subdivision on April 28th, 2021.

The Warm Springs Ranch Residences Block 1 Subdivision Final Plat will create 35 single-family residential lots and parcels A, B, C, D, and E. Block 1 has a total area of 13.72 acres and the single-family residential lots range in size from a minimum area of 8,113 square feet to a maximum area of 22,241 square feet. Infrastructure improvements include new roadways, water and sewer facilities, water-efficient irrigation systems for landscaping, pedestrian access, underground utilities, an unimproved parking lot, and a new bus shelter along Warm Springs Road.

The applicant has constructed most of the subdivision improvements, including the roadways and utilities. These improvements were inspected by City Departments, including the City Engineer, and have been installed per the approved plans. The applicant has submitted the surveyed final plat map as well as as-built plan specifications for the installed improvements in accordance with Ketchum Municipal Code §16.04.030.G. The outstanding subdivision improvements to complete include exterior finishes to the new bus shelter and installing a small section of guardrail along Townhouse Lane. A temporary concrete barrier will remain in place until the permanent guardrail can be installed. Condition of Approval No. 8 of the Warm Springs Ranch Residences Subdivision requires the applicant to submit the performance bond for these outstanding improvements prior to the City Clerk's signing of the Final Plat mylar. The Council's approval of the final plat will constitute the City's acceptance of all dedications of public streets, rights-of-way, easements, and other lands dedicated for public purpose or use as shown on the final plat (Ketchum Municipal Code §16.04.030.H). The final plat conforms to the approved preliminary plat as well as all conditions placed upon the preliminary plat by the City Council. All subdivision improvements have been constructed per the approved project plans and comply with the City's construction specification standards.

The applicant has complied with all conditions incorporated by City Council during their review and approval of the preliminary plat. The 8-foot-wide pedestrian pathway on Bald Mountain Road has been paved and improved to City standards for sidewalks. Shared lane signs and sharrows have been added to Bald Mountain Road to accommodate bicyclists. The applicant has added a plat note stating that development within Block 1 shall not be eligible for variances or waivers based on site conditions or topography and that development must comply with the zoning standards in place at the time of permit approvals. A gravel shoulder has been installed from the new bus stop along Warm Springs Road east to the neighboring residential development.

The Warm Springs Ranch Large Block Subdivision removes all roads and building envelopes approved with the land use permits granted as part of the 2009 Warm Springs Ranch Resort Development Agreement. The large block plat shows each of the 8 blocks within Warm Springs Ranch. The zoning designation of each block is indicated on the plat map.

Attachments:

- A. Warm Springs Ranch Large Block Final Plat Application Submittal Material
- B. Warm Springs Ranch Residences Block 1 Subdivision Final Plat Application Submittal Material
- C. Draft Findings of Fact, Conclusions of Law, and Decision: Warm Springs Ranch Large Block Subdivision Final Plat
- D. Draft Findings of Fact, Conclusions of Law, and Decision: Warm Springs Ranch Residences Block 1 Subdivision Final Plat

Attachment A:
Warm Springs Ranch
Large Block
Final Plat Application
Submittal Material



City of Ketchum
Planning & Building

Final Plat

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.

OFFICIAL USE ONLY
Application Number: P21-081
Date Received: 9/24/2021
By: S. Barnes
Fee Paid:
Approved Date:
By:

APPLICANT INFORMATION			
Name of Proposed Subdivision: Warm Springs Ranch <u>Large Block Plat</u>			
Owner of Record: Brennan Holdings No. 300, LLC			
Address of Owner: PO Box 1991, Sun Valley, ID 83353			
Representative of Owner: Benchmark Associates, PA			
Legal Description: Blocks 1-8, Warm Springs Ranch Resort PUD			
Street Address: Approximately 1803 Warm Springs Road			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: No new lots or parcels.			
Total Land Area: 78.39 Acres			
Current Zoning District: GR-L, RU & Tourist			
Proposed Zoning District: Same			
Overlay District: Floodplain, Avalanche			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input checked="" 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: As depicted & noted on preliminary plat.			
Briefly describe the improvements to be installed prior to final plat approval: N/A			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format.			

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

Applicant Signature *[Signature]*

9.23.21

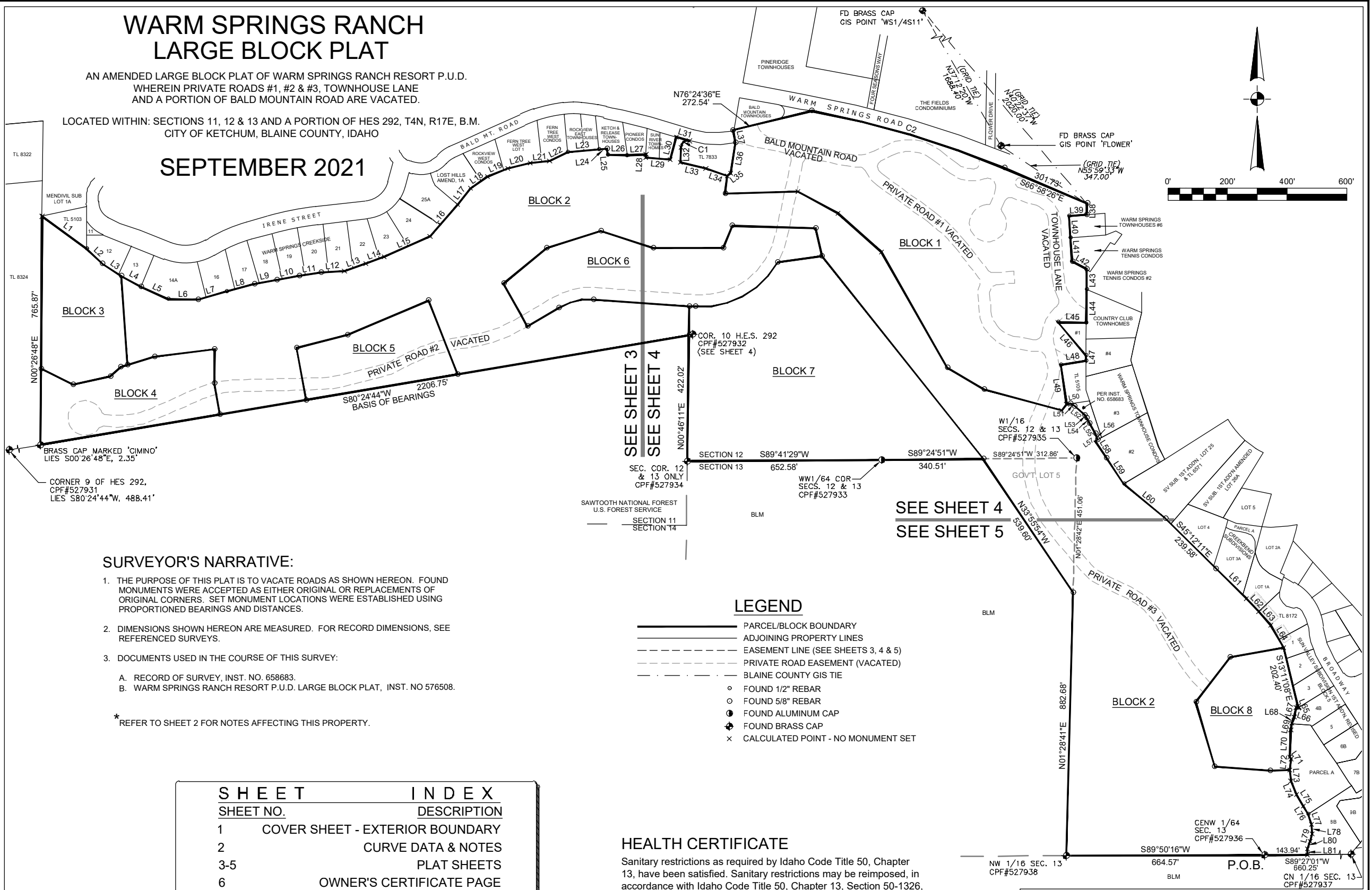
Date

WARM SPRINGS RANCH LARGE BLOCK PLAT

AN AMENDED LARGE BLOCK PLAT OF WARM SPRINGS RANCH RESORT P.U.D.
WHEREIN PRIVATE ROADS #1, #2 & #3, TOWNHOUSE LANE
AND A PORTION OF BALD MOUNTAIN ROAD ARE VACATED.

LOCATED WITHIN: SECTIONS 11, 12 & 13 AND A PORTION OF HES 292, T4N, R17E, B.M.
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

SEPTEMBER 2021



SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS PLAT IS TO VACATE ROADS AS SHOWN HEREON. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS. SET MONUMENT LOCATIONS WERE ESTABLISHED USING PROPORTIONED BEARINGS AND DISTANCES.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
 - A. RECORD OF SURVEY, INST. NO. 658683.
 - B. WARM SPRINGS RANCH RESORT P.U.D. LARGE BLOCK PLAT, INST. NO 576508.

* REFER TO SHEET 2 FOR NOTES AFFECTING THIS PROPERTY.

LEGEND

- PARCEL/BLOCK BOUNDARY
- ADJOINING PROPERTY LINES
- EASEMENT LINE (SEE SHEETS 3, 4 & 5)
- PRIVATE ROAD EASEMENT (VACATED)
- BLAINE COUNTY GIS TIE
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- FOUND ALUMINUM CAP
- FOUND BRASS CAP
- CALCULATED POINT - NO MONUMENT SET

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Dated: _____

South Central Public Health District, REHS

SHEET	INDEX
SHEET NO.	DESCRIPTION
1	COVER SHEET - EXTERIOR BOUNDARY
2	CURVE DATA & NOTES
3-5	PLAT SHEETS
6	OWNER'S CERTIFICATE PAGE
7	SIGNATURES

PREPARED BY: BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO, 83340
PHONE (208)726-9512 FAX (208)726-9514 EMAIL:mail@bma5b.com
WEB: <http://benchmark-associates.com/>



WARM SPRINGS RANCH LARGE BLOCK PLAT

LOCATED WITHIN
SECTIONS 11, 12, & 13 AND A PORTION OF HES 292,
TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: BRENNAN HOLDINGS

PROJECT NO. 20071	DWG BY: DCS/CPL	20071 FINAL PLAT.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 1 OF 7

G:\BMA\W\warm springs ranch\20071 Warm Springs Ranch\PLAT\LARGE BLOCK PLAT\FINAL PLAT\20071 Final Plat.dwg, 9/10/2021 3:46:41 PM, DWG To PDF.pc3

WARM SPRINGS RANCH LARGE BLOCK PLAT SEPTEMBER 2021

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	23.00'	42.26'	36.56'	S54°07'30"W	105°15'52"	30.12'
C2	3205.76'	674.53'	673.28'	S73°28'54"E	12°03'20"	338.51'
C3	200.00'	120.77'	118.94'	S76°42'53"W	34°35'54"	62.29'
C4	295.00'	332.55'	315.22'	N61°43'10"E	64°35'20"	186.45'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S53°49'42"E	183.90'
L2	S46°44'58"E	73.97'
L3	S56°52'58"E	75.36'
L4	S61°05'58"E	74.58'
L5	S65°47'22"E	101.10'
L6	S89°01'17"E	100.62'
L7	N73°12'29"E	98.50'
L8	N74°59'49"E	97.10'
L9	N80°34'44"E	76.20'
L10	N79°49'43"E	75.99'
L11	N80°40'31"E	76.18'
L12	N86°16'48"E	77.89'
L13	N71°01'39"E	75.00'
L14	N69°42'41"E	65.71'
L15	N66°05'23"E	169.14'
L16	N41°05'16"E	140.77'
L17	N38°01'39"E	69.39'
L18	N55°19'48"E	69.46'
L19	N67°46'41"E	73.98'
L20	N77°05'15"E	76.50'
L21	N84°23'36"E	65.76'
L22	N63°56'57"E	68.33'
L23	N85°01'05"E	104.78'
L24	N85°31'10"E	27.06'
L25	S05°42'25"E	19.21'
L26	S88°19'11"E	65.22'
L27	N87°36'51"E	63.73'
L28	S02°23'42"W	9.71'
L29	S84°21'39"E	81.63'
L30	N15°33'26"E	79.05'
L31	S73°32'14"E	46.11'
L32	S01°29'29"W	49.95'
L33	S76°19'18"E	87.81'
L34	S71°00'37"E	76.25'
L35	N53°50'30"E	14.14'
L36	N08°50'30"E	104.11'

LINE	BEARING	DISTANCE
L37	N12°03'12"W	42.82'
L38	S00°24'37"W	38.17'
L39	S85°52'38"W	59.63'
L40	S03°23'22"E	72.63'
L41	S03°46'41"E	80.00'
L42	S62°06'29"E	55.23'
L43	S00°21'42"W	69.00'
L44	S00°18'03"W	109.86'
L45	N89°39'45"W	94.41'
L46	S40°03'03"E	145.68'
L47	S00°01'01"W	18.26'
L48	S81°38'38"W	85.75'
L49	S08°21'22"E	133.97'
L50	N81°38'38"E	13.61'
L51	S59°08'19"E	15.83'
L52	S48°37'37"E	44.44'
L53	S34°42'21"E	12.52'
L54	S26°00'16"E	18.74'
L55	S30°38'50"E	41.96'
L56	S16°47'48"E	21.31'
L57	S61°23'39"W	8.69'
L58	S33°38'55"E	67.54'
L59	S33°38'55"E	105.44'
L60	S50°39'23"E	180.35'
L61	S45°27'01"E	142.60'
L62	S43°32'16"E	61.00'
L63	S40°42'31"E	60.56'
L64	S30°49'41"E	87.55'
L65	S34°20'18"E	5.47'
L66	N74°20'27"W	7.98'
L67	S11°48'54"W	34.06'
L68	S19°39'59"W	21.70'
L69	S10°38'35"W	22.88'
L70	S02°18'27"W	90.75'
L71	S36°53'14"E	7.24'
L72	S05°54'54"W	38.05'

LINE	BEARING	DISTANCE
L73	S05°24'39"E	37.44'
L74	S23°28'05"E	49.10'
L75	S30°24'02"E	45.25'
L76	S30°46'34"E	31.10'
L77	S18°19'31"E	36.69'
L78	S02°54'06"E	32.00'
L79	S14°07'43"W	24.42'
L80	S22°44'11"W	27.91'
L81	S00°26'46"E	20.08'
L82	S73°09'42"W	93.58'
L83	N46°49'19"E	48.03'
L84	N13°05'19"W	96.60'
L85	S22°39'52"W	79.45'
L86	S00°46'11"W	97.12'
L87	S85°59'10"E	19.42'
L88	S07°42'54"W	60.85'
L89	N38°49'39"E	26.81'
L90	N88°00'44"E	66.69'

NOTES:

- REFER TO THE ORIGINAL PLAT OF WARM SPRINGS RANCH RESORT, P.U.D., LARGE BLOCK PLAT, INST. NO. 576508 FOR RESTRICTIONS, CONDITIONS & PLAT NOTES REGARDING THIS PROPERTY.
- PRIVATE ROADS #1, #2 & #3, TOWNHOUSE LANE AND A PORTION OF BALD MOUNTAIN ROAD ARE HEREBY VACATED AS SHOWN HEREON.
- A MUTUAL RECIPROCAL ACCESS EASEMENT IS GRANTED WITHIN ALL OF BLOCKS 1, 2, 4, 5, & 6 TO BENEFIT BLOCKS 1, 2, 3, 4, 5, 6, 7 & 8.
- THE FORMER 40-FOOT WIDE SECTION OF BALD MOUNTAIN ROAD THROUGH BLOCK 1 WHICH OWNER AND THE CITY OF KETCHUM ACKNOWLEDGE WAS CREATED BY PRESCRIPTIVE EASEMENT WAS ABANDONED BY THE CITY OF KETCHUM AND ALL RIGHTS, TITLE AND INTEREST OF THE CITY OF KETCHUM CONVEYED TO OWNER UPON ACCEPTANCE OF THE REALIGNED BALD MOUNTAIN ROAD.
- THE 30-FOOT WIDE ROADWAY EASEMENT PER INST. NOS. 129077, 165890 & 306216, RECORDS OF BLAINE COUNTY, IDAHO AND COMMONLY KNOWN AS TOWNHOUSE LANE SHALL BE RELOCATED AS SHOWN ON THE WARM SPRINGS RANCH, BLOCK 1 PLAT. THIS EASEMENT (TOWNHOUSE LANE) SHALL BE AN ACCESS AND PUBLIC UTILITY EASEMENT TO BENEFIT WARM SPRINGS RANCH LARGE BLOCK PLAT, BLOCKS 2-8, THE COUNTRY CLUB TOWNHOMES, WARM SPRINGS TOWNHOUSE CONDOMINIUMS 1-4, AND TAX LOT 5105.
- A 10-FOOT WIDE FISHERMAN'S AND NATURE STUDY EASEMENT EXISTS ALONG THE ORDINARY HIGH WATER MARK OF WARM SPRINGS CREEK WITHIN SAID PROPERTY. (NOT SHOWN)
- A 25-FOOT WIDE RIPARIAN SETBACK & SCENIC EASEMENT EXISTS ALONG THE NORTH AND EAST ORDINARY HIGH WATER MARK OF WARM SPRINGS CREEK WITHIN SAID PROPERTY, AS SHOWN HEREON.
- A 50-FOOT WIDE RIPARIAN SETBACK & SCENIC EASEMENT EXISTS ALONG THE SOUTH AND WEST ORDINARY HIGH WATER MARK OF WARM SPRINGS CREEK WITHIN SAID PROPERTY, AS SHOWN HEREON.
- FLOODPLAIN: THE 1% CHANCE OF FLOOD LINE (FP), AS DESIGNATED ON THIS MAP IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES. HOWEVER, BENCHMARK ASSOCIATES DOES NOT REPRESENT, GUARANTEE, WARRANT NOR IMPLY THAT AREAS OUTSIDE OF THE DESIGNATED FLOOD PLAIN AREA ARE SAFE AND FREE FROM FLOODS OR FLOOD DANGER. FLOOD INFORMATION IS BASED ON THE FLOOD INSURANCE STUDY FOR: BLAINE COUNTY, IDAHO, UNINCORPORATED AREAS) COMMUNITY NUMBER 165167 - PANEL NO. 0434 E - NOVEMBER 26, 2010.
- FLOODPLAIN LINES, ORDINARY HIGH WATER AND SETBACKS ARE SUBJECT TO CHANGE WITH UPDATED FLOOD STUDIES BY FEMA AND CHANGES IN THE COURSE OF THE CREEK OVER TIME. THIS PLAT REFLECTS THE CURRENT CONDITIONS BUT SHOULD NOT BE RELIED UPON AS THE DEFINITIVE SOURCE FOR THIS INFORMATION.
- AVALANCHE WARNING:
PORTIONS OF THE WARM SPRINGS RANCH CONTAIN AVALANCHE HAZARDS. THESE HAZARDS ARE IDENTIFIED ON THIS PLAT AND ARE DERIVED FROM THE AVALANCHE HAZARD AND MAPPING ANALYSIS: WARM SPRINGS RANCH PREPARED BY ARTHUR MEARS, P.E., INC IN APRIL, 2001. THE AVALANCHE HAZARD SHOWN IS BASED ON CONDITIONS IN 2001. THE CURRENT CONDITIONS ARE SUBJECT TO CHANGE DUE TO HUMAN ACTIVITY OR NATURAL OCCURRENCES. THE AREAS IDENTIFIED ON THIS PLAT AS EITHER RED OR BLUE AVALANCHE SHALL HAVE RESTRICTED RECREATION ACCESS BETWEEN DECEMBER 15 AND APRIL 1 OF EACH YEAR.
- EXISTING WATER AND SEWER MAINS WITHIN PORTIONS OF BLOCK 1 ARE TO BE RELOCATED TO NEW EASEMENTS DURING DEVELOPMENT. THE EXISTING LOCATIONS ARE NOT SHOWN HEREON.
- REFER TO THE WARM SPRINGS RANCH REZONE AND DEVELOPMENT AGREEMENT RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.



WARM SPRINGS RANCH LARGE BLOCK PLAT

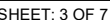
LOCATED WITHIN
SECTIONS 11, 12, & 13 AND A PORTION OF HES 292,
TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: BRENNAN HOLDINGS

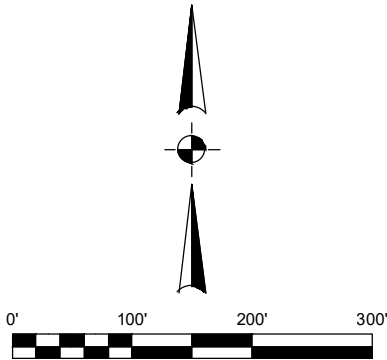
PROJECT NO. 20071
FINAL PLAT

DWG BY: DCS/CPL
DATE: SEPTEMBER 2021

20071 FINAL PLAT.DWG
SHEET: 2 OF 7



WARM SPRINGS RANCH
LARGE BLOCK PLAT
SEPTEMBER 2021



LEGEND

- PARCEL/BLOCK BOUNDARY
- ADJOINING PROPERTY LINES
- EASEMENT LINE (AS NOTED)
- PRIVATE ROAD EASEMENT (VACATED)
- 1% ANNUAL CHANCE FLOOD LINE (SEE NOTES 9 & 10)
- ORDINARY HIGH WATER (PER ORIGINAL PLAT)
- ORDINARY HIGH WATER (PER SAWTOOTH ENVIRONMENTAL, JUNE 2020)
- RIPARIAN SETBACK & SCENIC ESMT. (SEE NOTES 7 & 8)
- WETLANDS - PER SAWTOOTH ENVIRONMENTAL, 2010
- RED AVALANCHE ZONE (SEE NOTE 11)
- BLUE AVALANCHE ZONE (SEE NOTE 11)
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- FOUND ALUMINUM CAP
- FOUND BRASS CAP
- CALCULATED POINT - NO MONUMENT SET

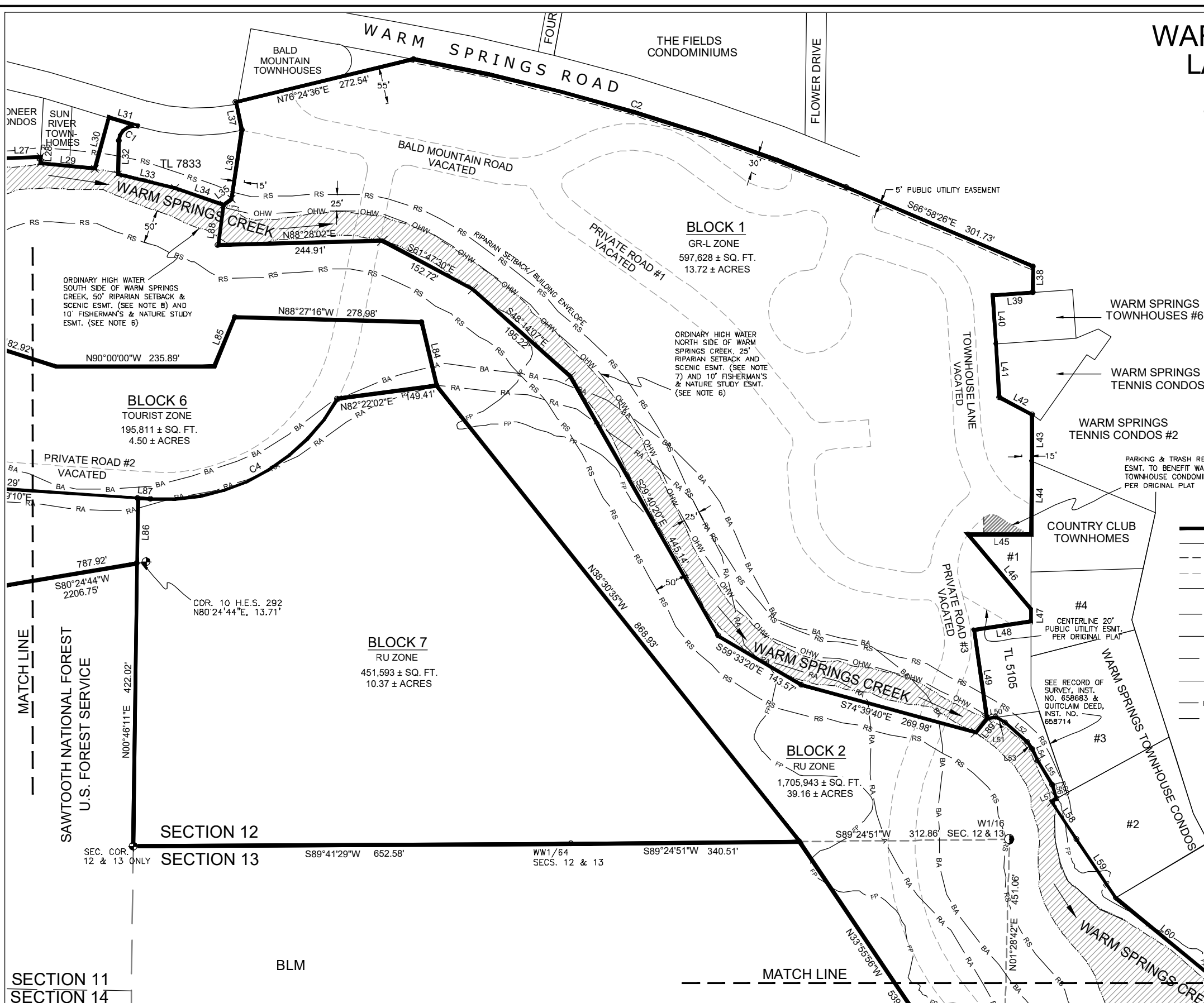


WARM SPRINGS RANCH
LARGE BLOCK PLAT

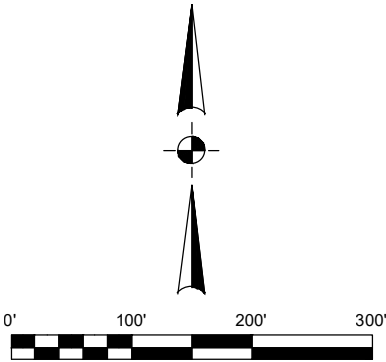
LOCATED WITHIN
SECTIONS 11, 12, & 13 AND A PORTION OF HES 292,
TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: BRENNAN HOLDINGS

PROJECT NO. 20071	DWG BY: DCS/CPL	20071 FINAL PLAT.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 4 OF 7



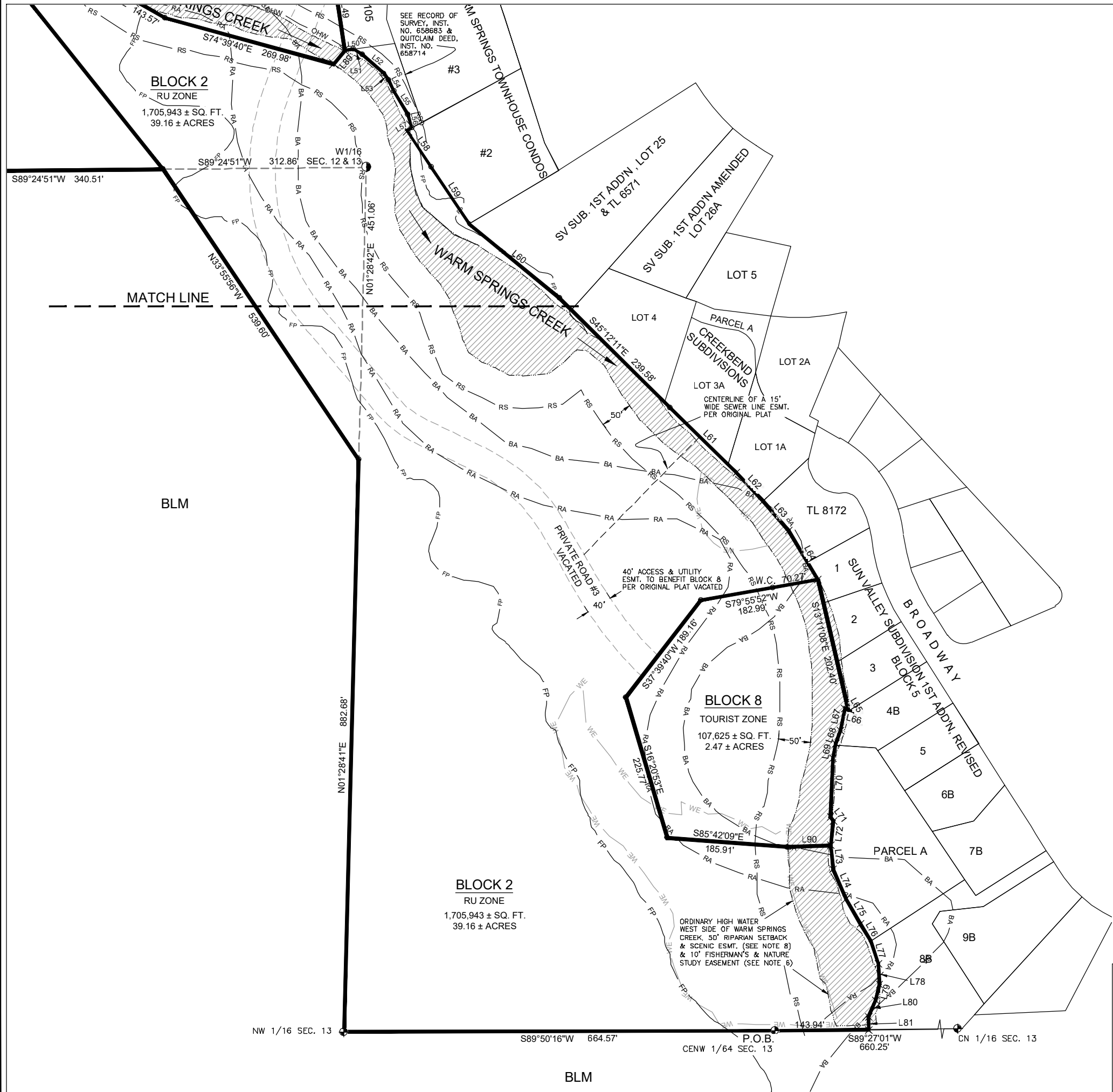
WARM SPRINGS RANCH
LARGE BLOCK PLAT
SEPTEMBER 2021



LEGEND	
	PARCEL/BLOCK BOUNDARY
	ADJOINING PROPERTY LINES
	EASEMENT LINE (AS NOTED)
	PRIVATE ROAD EASEMENT (VACATED)
	1% ANNUAL CHANCE FLOOD LINE (SEE NOTES 9 & 10)
	ORDINARY HIGH WATER (PER ORIGINAL PLAT)
	ORDINARY HIGH WATER (PER SAWTOOTH ENVIRONMENTAL, JUNE 2020)
	RIPARIAN SETBACK & SCENIC ESMT. (SEE NOTES 7 & 8)
	WETLANDS - PER SAWTOOTH ENVIRONMENTAL, 2010
	RED AVALANCHE ZONE (SEE NOTE 11)
	BLUE AVALANCHE ZONE (SEE NOTE 11)
	FOUND 1/2" REBAR
	FOUND 5/8" REBAR
	FOUND ALUMINUM CAP
	FOUND BRASS CAP
	CALCULATED POINT - NO MONUMENT SET



WARM SPRINGS RANCH LARGE BLOCK PLAT		
LOCATED WITHIN SECTIONS 11, 12, & 13 AND A PORTION OF HES 292, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO		
PREPARED FOR: BRENNAN HOLDINGS		
PROJECT NO. 20071	DWG BY: DCS/CPL	20071 FINAL PLAT.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 5 OF 7



G:\BMA\W\warm springs ranch\20071 Warm Springs Ranch\PLAT\LARGE BLOCK PLAT\FINAL PLAT\20071crt.dwg, 9/14/2021 9:44:55 AM, DWG To PDF.pc3

WARM SPRINGS RANCH LARGE BLOCK PLAT

OWNER'S CERTIFICATE

THIS IS TO CERTIFY that BRENNAN HOLDINGS NO. 300, LLC, an Idaho Limited Liability Company, is the owner in fee simple of Real Property described as follows:

A parcel of land located within Sections 11, 12 & 13 and a portion of HES 292, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Idaho, more particularly described as follows:

Blocks 1, 2, 3, 4, 5, 6, 7 and 8 of WARM SPRINGS RANCH RESORT P.U.D. LARGE BLOCK PLAT, as shown on the official plat thereof, recorded as Instrument No. 576508, records of Blaine County, Idaho.

EXCEPTING THEREFROM a parcel of land within Block 2 of said Warm Springs Ranch Resort P.U.D. Large Block and being adjacent to Warm Springs Townhouse Condos No. 2 and 3, Tax Lot 5105 and Warm Springs Creek, in the City of Ketchum, Blaine County, Idaho and being more particularly described as follows:

COMMENCING at a found 1/2 inch iron pin with an illegible cap at the northeast corner of Warm Springs Townhouse Condos No. 1, Instrument No. 129077, records of Blaine County; thence along the westerly boundaries of Country Club Townhomes, Instrument No. 315898, Warm Springs Townhouse Condos No. 4, Instrument No. 147288 and Warm Springs Townhouse Condos No. 3, Instrument No. 169338, records of Blaine County, South 00°19'24" West for a distance of 226.49 feet to a found 1/2 inch iron pin with no cap at an angle point in the easterly boundary of said Tax Lot 5105; thence along the line common to said Tax Lot and said Warm Springs Townhouse Condos No. 3, South 18°40'23" East for a distance of 38.44 feet to a set 5/8 inch iron pin with a 2-inch aluminum cap labeled PLS 11463, the POINT OF BEGINNING;

THENCE South 18°38'18" East along the line common to said Warm Springs Ranch Resort and said Warm Springs Townhouse Condos No. 3 for a distance of 129.05 feet to a set 5/8 inch iron pin with a 2-inch aluminum cap labeled PLS 11463 at the southwest corner of said Warm Springs Townhouse Condos No. 3;

THENCE South 61°23'39" West along the line common to said Warm Springs Ranch Resort and said Warm Springs Townhouse Condos No. 2, Inst. No. 135346, records of Blaine County, for a distance of 17.10 feet to a set 5/8 inch iron pin with a 2-inch aluminum cap labeled PLS 11463 on the top of bank of Warm Springs Creek;

THENCE North 16°47'48" West, along said top of bank for a distance of 21.31 feet to a set 5/8 inch iron pin with a 2 inch aluminum cap labeled PLS 11463;

THENCE North 30°38'50" West, along said top of bank for a distance of 41.96 feet to a set 5/8 inch iron pin with a 2 inch aluminum cap labeled PLS 11463;

THENCE North 26°00'16" West, along said top of bank for a distance of 18.74 feet to a set 5/8 inch iron pin with a 2-inch aluminum cap labeled PLS 11463;

THENCE North 34°42'21" West, along said top of bank for a distance of 12.52 feet to a set 5/8 inch iron pin with a 2-inch aluminum cap labeled PLS 11463;

THENCE North 48°37'37" West, along said top of bank for a distance of 44.44 feet to a set 5/8 inch iron pin with a 2-inch aluminum cap labeled PLS 11463;

THENCE North 59°08'19" West, along said top of bank for a distance of 15.83 feet to a set 5/8 inch iron pin with a 2-inch aluminum cap labeled PLS 11463 on the boundary common to said Warm Springs Ranch Resort and said Tax Lot 5105;

THENCE North 81°38'38" East along said boundary for a distance of 64.29 feet to the POINT OF BEGINNING.

* NOTE: METES AND BOUNDS DESCRIPTION PER WARRANTY DEED, INST. NO. 668503.

The easements shown hereon are not dedicated to the public, but the right to use said easements for the intended purposes is hereby reserved. No structures other than for such utility and other designated uses are to be erected within the lines of said easements.

It is the intention of the undersigned to and they do hereby include said land in this plat.

IN WITNESS WHEREOF, I have hereunto set my hand.

BRENNAN HOLDINGS NO. 300, LLC, an Idaho Limited Liability Company

BY: _____
ROBERT M. BRENNAN, MANAGER

Signed this _____ day of _____, 20____.

ACKNOWLEDGMENT

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, in the year of 2021, before me, the undersigned, personally appeared ROBERT M. BRENNAN, known or identified to me (or proved to me), to be the Manager of Brennan Holdings No. 300, LLC, and acknowledged to me that he and said limited liability company executed the same.

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

Notary Public

Residing at: _____

Commission Expires: _____



WARM SPRINGS RANCH LARGE BLOCK PLAT

LOCATED WITHIN: SECTIONS 11, 12 & 13, AND A PORTION
OF HES 292, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: BRENNAN HOLDINGS

PROJECT NO. 20071	DWG BY: CPL	FILE: 20071CRT.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 6 OF 7

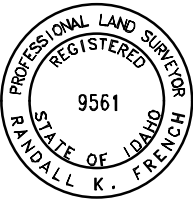
G:\BMA\W\warm springs ranch\20071 Warm Springs Ranch\PLAT\LARGE BLOCK PLAT\FINAL PLAT\20071crt.dwg, 9/14/2021 9:45:29 AM, DWG To PDF.pc3

WARM SPRINGS RANCH LARGE BLOCK PLAT

SURVEYOR'S CERTIFICATE

I, Randall K. French, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision in accordance with the State of Idaho Code relating to plats and surveys.

RANDALL K. FRENCH, P.L.S. #9561



COUNTY SURVEYOR'S APPROVAL

This is to certify that I, SAM YOUNG, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

BLAINE COUNTY SURVEYOR _____ DATE _____

CITY ENGINEER'S APPROVAL

I, _____, City Engineer for Ketchum, Idaho do hereby approve the foregoing plat.

By: _____ DATE _____

CITY OF KETCHUM 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: _____
TARA FENWICK, City Clerk

BLAINE COUNTY TREASURER'S CERTIFICATE

On this ____ day of _____, 20____, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

By: _____



WARM SPRINGS RANCH LARGE BLOCK PLAT

LOCATED WITHIN: SECTIONS 11, 12 & 13, AND A PORTION
OF HES 292, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: BRENNAN HOLDINGS

PROJECT NO. 20071	DWG BY: CPL	FILE: 20071CRT.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 7 OF 7

Attachment B:
Warm Springs Ranch
Residences Block 1 Subdivision
Final Plat Application
Submittal Material



City of Ketchum
Planning & Building

Final - Plat
Subdivision Application

OFFICIAL USE ONLY
Application Number: <i>P21-081</i>
Date: <i>9/24/21</i>
By: <i>S. Bahr</i>
Fees: <i>\$1325.00</i>
Approved Date:
By:

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: <i>Warm Springs Ranch Residences</i>			
Owner of Record: <i>Brennan Holdings No. 300, LLC</i>			
Address of Owner: <i>PO Box 1991, Sun Valley, ID 83353</i>			
Representative of Owner: <i>Benchmark Associates, PA</i>			
Legal Description: <i>Block 1, Warm Springs Ranch Resort PUD</i>			
Street Address: <i>1803 Warm Springs Road</i>			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: <i>35 Lots; 5 Parcels</i>			
Total Land Area: <i>13.72 Acres</i>			
Current Zoning District: <i>GR-L</i>			
Proposed Zoning District: <i>GR-L</i>			
Overlay District: <i>Floodplain, Avalanche</i>			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input checked="" 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: As depicted & noted on preliminary plat.			
Briefly describe the improvements to be installed prior to final plat approval: Roads, drainage, water, wastewater, utilities.			
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.

Applicant Signature

Tara O'Shea
REP.

Date

9-23-21

G:\BMA\W\warm springs ranch\20071 Warm Springs Ranch\PLAT\Blocks 1-5\BLOCK 1\20071-BLOCK1-FINAL.dwg, 9/14/2021 10:11:36 AM, DWG To PDF.pc3

WARM SPRINGS RANCH RESIDENCES

WHEREIN BLOCK 1, WARM SPRINGS RANCH LARGE BLOCK PLAT IS SUBDIVIDED,
CREATING LOTS 1-35 & PARCELS A, B, C, D & E.

LOCATED WITHIN: SECTION 12, CITY OF KETCHUM, BLAINE COUNTY, IDAHO

SEPTEMBER 2021

SURVEYOR'S NARRATIVE

1. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE BLOCK 1 OF WARM SPRINGS RANCH LARGE BLOCK PLAT, CREATING 35 LOTS & FIVE PARCELS. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS. SET MONUMENT LOCATIONS WERE ESTABLISHED USING PROPORTIONED DISTANCES AND BEARINGS ADJUSTED TO BLAINE COUNTY GIS.
2. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
- A. FINAL PLAT OF "WARM SPRINGS RANCH RESORT PUD, INST. NO. 576508.
- B. FINAL PLAT OF WARM SPRINGS RANCH LARGE BLOCK PLAT, INST. NO. _____.

LEGEND

	BLOCK BOUNDARY
	LOT/PARCEL BOUNDARY
	ADJOINING PROPERTY LINES
	BUILDING ENVELOPE
	CENTERLINE ROAD R.O.W.
	EASEMENT LINE - TYPE & WIDTH AS SHOWN
	10' PUE & SNOW STORAGE ESMT.
	1% ANNUAL CHANCE FLOOD LINE - PER FEMA 2010
	ORDINARY HIGH WATER (SEE NOTE 12)
	25' RIPARIAN SETBACK & SCENIC ESMT. (SEE NOTES 14 & 15)
	10' FISHERMAN'S & NATURE STUDY ESMT. (SEE NOTE 13)
	BLUE AVALANCHE LINE (SEE NOTES 10 & 11)
	RED AVALANCHE LINE (SEE NOTES 10 & 11)
	WARM SPRINGS CREEK
	LOT NUMBERS

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Dated: _____.

South Central Public Health District, REHS



WARM SPRINGS RANCH RESIDENCES		
LOCATED WITHIN SECTION 12, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO		
PREPARED FOR: BRENNAN HOLDINGS		
PROJECT NO. 20071	DWG BY: ROB/CPL	20071 BLOCK1-FINAL.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 1 OF 6

SHEET	INDEX
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	CURVE DATA & NOTES
3-4	PLAT SHEETS
5	OWNER'S CERTIFICATE PAGE
6	SIGNATURES

PREPARED BY: BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO, 83340
PHONE (208)726-9512 FAX (208)726-9514
WEB: <http://benchmark-associates.com/>

WARM SPRINGS RANCH
RESIDENCES
SEPTEMBER 2021

LINE DATA:

CURVE DATA:

NOTES:

1.

REFER TO THE ORIGINAL PLAT OF WARM SPRINGS RANCH PUD, INST. NO. 576508 AND TO THE PLAT OF WARM SPRINGS RANCH LARGE BLOCK PLAT, INST. NO. _____, FOR CONDITIONS, RESTRICTIONS, EASEMENTS & PLAT NOTES AFFECTING THIS PROPERTY.
2.

THE DECLARATION ESTABLISHING COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE WARM SPRINGS RANCH SUBDIVISION HOMEOWNERS ASSOCIATION IS RECORDED UNDER INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
3.

REFER TO THE WARM SPRINGS RANCH REZONE AND DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. _____, RECORDS OF BLAINE COUNTY IDAHO.
4.

CURRENT ZONING FOR THE WITHIN PROPERTY IS GR-L.
5.

PARCELS A & D ARE PRIVATE ROADS AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. PRIVATE ROADS SHALL MAINTAIN A FREE AND CLEAR WIDTH OF 26 FEET FOR EMERGENCY VEHICLES. A 40-FOOT-WIDE ACCESS AND PUBLIC UTILITY EASEMENT TO BENEFIT WARM SPRINGS RANCH LARGE BLOCK PLAT BLOCKS 2-7 IS GRANTED WITHIN PARCELS A & D AS SHOWN HEREON. A 10-FOOT WIDE SNOW STORAGE AND UTILITY EASEMENT IS GRANTED ADJACENT TO ALL PRIVATE ROAD PARCELS. NO PUBLIC PARKING IS PERMITTED IN PARCELS A & D.
6.

PARCELS B & C ARE COMMON AREA OPEN SPACE AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SNOW STORAGE IS GRANTED WITHIN ALL OF PARCELS B & C.
7.

A PUBLIC UTILITY EASEMENT IS GRANTED WITHIN ALL OF PARCELS A, B, C & D.
8.

PARCEL D IS DEDICATED AS A PUBLIC PEDESTRIAN EASEMENT FOR ACCESS TO THE 10' FISHERMAN'S AND NATURE STUDY EASEMENT.
9.

THE ACCESS AND PUBLIC UTILITY EASEMENT BENEFITING THE COUNTRY CLUB TOWNHOMES AND WARM SPRINGS TOWNHOUSE CONDOMINIUMS KNOWN AS TOWNHOUSE LANE IS RELOCATED WITHIN PARCEL A AS SHOWN HEREON.
10.

THE RED AND BLUE AVALANCHE ZONES ARE PER ARTHUR MEARS SITE SPECIFIC AVALANCHE HAZARD AND MAPPING ANALYSIS, APRIL 2001.
11.

AVALANCHE WARNING:

PORTIONS OF THE WARM SPRINGS RANCH CONTAIN AVALANCHE HAZARDS. THESE HAZARDS ARE IDENTIFIED ON THIS PLAT AND ARE DERIVED FROM THE AVALANCHE HAZARD AND MAPPING ANALYSIS: WARM SPRINGS RANCH PREPARED BY ARTHUR MEARS, P.E., INC. IN APRIL, 2001. THE CURRENT CONDITIONS ARE SUBJECT TO CHANGE DUE TO HUMAN ACTIVITY OR NATURAL OCCURRENCES. THE AREAS IDENTIFIED ON THIS PLAT AS EITHER RED OR BLUE AVALANCHE SHALL HAVE RESTRICTED RECREATION ACCESS BETWEEN DECEMBER 15TH AND APRIL 1ST OF EACH YEAR.
12.

ORDINARY HIGH WATER DELINEATION PER SAWTOOTH ENVIRONMENTAL CONSULTING, LLC, JUNE 2020. PERMITS MAY BE REQUIRED FROM LOCAL, STATE OR FEDERAL AGENCIES PRIOR TO CONSTRUCTION, EXCAVATION OR FILL ACTIVITIES.
13.

A 10-FOOT WIDE FISHERMAN'S AND NATURE STUDY EASEMENT IS GRANTED ALONG THE BANKS OF WARM SPRINGS CREEK. LOCATION OF SAID EASEMENT SHALL SHIFT IN ACCORDANCE WITH THE LOCATION OF THE ORDINARY HIGH WATER MARK.
14.

A 25-FOOT WIDE RIPARIAN SETBACK AND SCENIC EASEMENT IS GRANTED ALONG THE NORTH BANK OF WARM SPRINGS CREEK AS SHOWN HEREON. LOCATION OF SAID EASEMENT SHALL SHIFT IN ACCORDANCE WITH THE LOCATION OF THE ORDINARY HIGH WATER MARK.
15.

THE RIPARIAN ZONE IDENTIFIED WITHIN BLOCK 1 SHALL BE DESIGNATED AS AN EASEMENT GOVERNED AND MANAGED BY AN OWNERS ASSOCIATION (HOA) TO ENSURE FUTURE MODIFICATIONS TO THE RIPARIAN ZONE AND THE STREAM BANK DO NOT OCCUR INDIVIDUALLY BUT OCCUR IN A COMPREHENSIVE COORDINATED APPROACH. PRIOR TO ANY MODIFICATION TO THE RIPARIAN ZONE OR STREAM BANK, AN OVERALL PLAN MUST BE DEVELOPED AND APPROVED BY KETCHUM. KETCHUM WILL NOT UNREASONABLY WITHHOLD, CONDITION, OR DELAY APPROVAL OF SUCH PLAN. ANY RIPARIAN AND STREAM BANK ALTERATIONS MUST CONFORM TO THE APPROVED PLAN.
16.

FLOODPLAIN: THE 1% CHANCE OF FLOOD LINE (FP), AS DESIGNATED ON THIS MAP IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES. HOWEVER, BENCHMARK ASSOCIATES DOES NOT REPRESENT, GUARANTEE, WARRANT NOR IMPLY THAT AREAS OUTSIDE OF THE DESIGNATED FLOOD PLAIN AREA ARE SAFE AND FREE FROM FLOODS OR FLOOD DANGER. FLOOD INFORMATION IS BASED ON THE FLOOD INSURANCE STUDY FOR: BLAINE COUNTY, IDAHO, UNINCORPORATED AREAS) COMMUNITY NUMBER 165167 - PANEL NO. 0434 E - NOVEMBER 26, 2010.
17.

FLOODPLAIN LINES, ORDINARY HIGH WATER AND SETBACKS ARE SUBJECT TO CHANGE WITH UPDATED FLOOD STUDIES BY FEMA AND CHANGES IN THE COURSE OF THE CREEK OVER TIME. THIS PLAT REFLECTS THE CURRENT CONDITIONS BUT SHOULD NOT BE RELIED UPON AS THE DEFINITIVE SOURCE FOR THIS INFORMATION.
18.

FLOOD WARNING

SHEET FLOODING CAN AND WILL OCCUR ON THE PROPERTY SHOWN HEREON, AND FLOODING MAY EXTEND BEYOND THE FLOODWAY AND FLOODPLAIN BOUNDARY LINES IDENTIFIED.
19.

ANY DEVELOPMENT WITHIN THE REGULATORY FLOODPLAIN (AS MAY BE AMENDED) SHALL OBTAIN A FLOODPLAIN DEVELOPMENT PERMIT AND COMPLY WITH THE REQUIREMENTS IN KETCHUM ZONING CODE 17.88, AS MAY BE AMENDED.
20.

DEVELOPMENT WITHIN BLOCK 1 SHALL NOT BE ELIGIBLE FOR VARIANCES OR WAIVERS BASED ON SITE CONDITIONS OR TOPOGRAPHY. DEVELOPMENT MUST COMPLY WITH DEVELOPMENT STANDARDS IN PLACE AT TIME OF PERMIT APPROVALS.
21.

LOTS 15, 16, & 17 SHALL BE ACCESSED FROM MOUNTAIN CREEK DRIVE.
22.

LOTS 32-35 SHALL BE ACCESSED FROM BALD MOUNTAIN. ROAD.
23.

DESIGN REVIEW IS REQUIRED FOR NEW DEVELOPMENT ON LOTS 32, 33, 34 & 35. SAID LOTS WITH SLOPES GREATER THAN 25 PERCENT SLOPE ARE NOT CONSIDERED HILLSIDE LOTS FOR THE PURPOSE OF MOUNTAIN OVERLAY DISTRICT REGULATIONS.
24.

A BUS STOP SHELTER EASEMENT IS GRANTED WITHIN PARCEL B TO BENEFIT MOUNTAIN RIDES AS SHOWN HEREON. THE BUS SHELTER SHALL BE MAINTAINED BY MOUNTAIN RIDES.
25.

RESIDENCES SHALL BE LIMITED TO SINGLE-FAMILY DWELLINGS ONLY. A TOTAL OF 35 DWELLING UNITS IS PERMITTED.
26.

A 5-FOOT WIDE PUBLIC UTILITY EASEMENT ADJACENT TO WARM SPRINGS ROAD IS GRANTED AS SHOWN HEREON.
27.

A 10-FOOT WIDE PUBLIC UTILITY EASEMENT AND SNOW STORAGE EASEMENT ADJACENT TO TOWNHOUSE LANE, MOUNTAIN CREEK DRIVE, SUNRISE CIRCLE & LOPEY LANE IS GRANTED AS SHOWN HEREON.
28.

AN ACCESS EASEMENT TO BENEFIT BALD MOUNTAIN TOWNHOMES IS GRANTED WITHIN LOT 35, AS SHOWN HEREON.
29.

A BUS STOP SHELTER EASEMENT IS GRANTED WITHIN PARCEL B, AS SHOWN HEREON.
30.

A PARKING/TRASH RECEPTACLE EASEMENT IS GRANTED WITHIN PARCEL E, AS SHOWN HEREON.
31.

A 15-FOOT WIDE SEWER EASEMENT IS GRANTED WITHIN LOTS 20, 21, 26 & 27 TO BENEFIT LOTS 26, 27, 28, 29 & 30 AND THE CITY OF KETCHUM AS SHOWN HEREON.
32.

A 15-FOOT WIDE SEWER EASEMENT IS GRANTED WIHTIN LOT 14 TO BENEFIT THE CITY OF KETCHUM, AS SHOWN HEREON.
33.

THE USE OF CHEMICALS, FERTILIZERS, PESTICIDES, HERBICIDES, ETC. IS SUBJECT TO THE RESTRICTIONS IN KETCHUM MUNICIPAL CODE 17.88.040.C.3-6, AND AS MAY BE AMENDED.



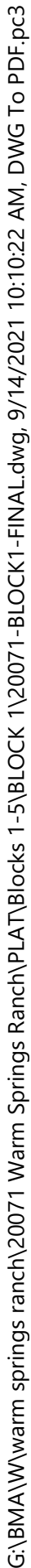
PREPARED BY: BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO, 83340
PHONE (208)726-9512 FAX (208)726-9514
WEB: <http://benchmark-associates.com/>

WARM SPRINGS RANCH
RESIDENCES

LOCATED WITHIN
SECTION 12, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

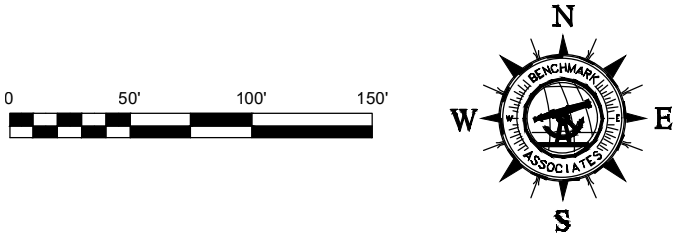
PREPARED FOR: BRENNAN HOLDINGS

PROJECT NO. 20071	DWG BY: ROB/CPL	20071 BLOCK1-FINAL.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 2 OF 6

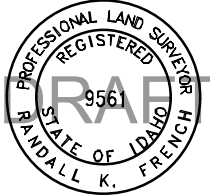
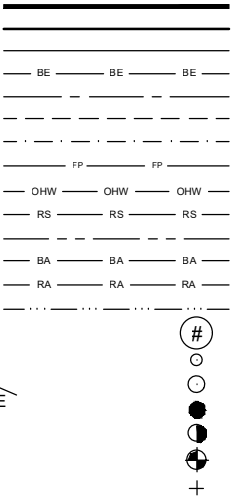


G:\BMA\W\warm springs ranch\20071 Warm Springs Ranch\PLAT\Blocks 1-5\BLOCK 1-FINAL.dwg, 9/14/2021 10:09:35 AM, DWG To PDF.pc3

WARM SPRINGS RANCH:
RESIDENCES
SEPTEMBER 2021



LEGEND

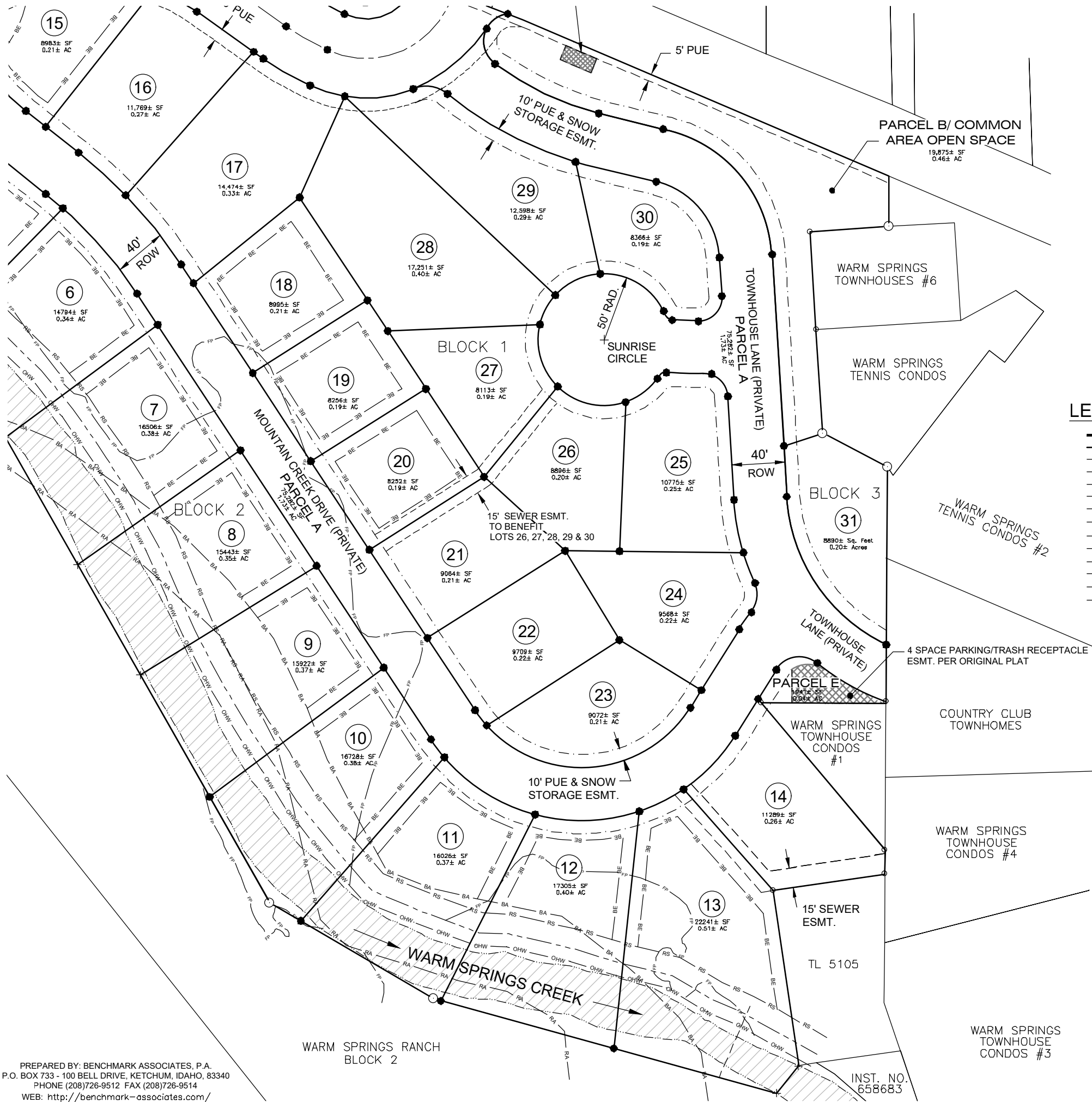


WARM SPRINGS RANCH
RESIDENCES

LOCATED WITHIN
SECTION 12, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: BRENNAN HOLDINGS

PROJECT NO. 20071	DWG BY: ROB/CPL	20071 BLOCK1-FINAL.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 4 OF 6



PREPARED BY: BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO, 83340
PHONE (208)726-9512 FAX (208)726-9514
WEB: <http://benchmark-associates.com/>

WARM SPRINGS RANCH
BLOCK 2

INST. NO.
658683

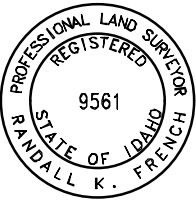
G:\BMA\W\warm springs ranch\20071 Warm Springs Ranch\PLAT\Blocks 1-5\BLOCK 1\20071-BLOCK1-CRT.dwg, 9/14/2021 9:37:26 AM, DWG To PDF.pc3

WARM SPRINGS RANCH RESIDENCES

SURVEYOR'S CERTIFICATE

I, Randall K. French, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision in accordance with the State of Idaho Code relating to plats and surveys.

RANDALL K. FRENCH, P.L.S. #9561



COUNTY SURVEYOR'S APPROVAL

This is to certify that I, SAM YOUNG, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

BLAINE COUNTY SURVEYOR

DATE

CITY ENGINEER'S APPROVAL

I, _____, City Engineer for Ketchum, Idaho do hereby approve the foregoing plat.

By: _____

DATE

CITY OF KETCHUM 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: _____
TARA FENWICK, City Clerk

BLAINE COUNTY TREASURER'S CERTIFICATE

On this ____ day of _____, 20____, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

By: _____



WARM SPRINGS RANCH RESIDENCES

SECTION 12, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: BRENNAN HOLDINGS

PROJECT NO. 20071	DWG BY: CPL	FILE: 20071CRT.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 7 OF 7

G:\BMA\W\warm springs ranch\20071 Warm Springs Ranch\PLAT\Blocks 1-5\BLOCK 1\20071-BLOCK1-CRT.dwg, 9/14/2021 9:38:02 AM, DWG To PDF.pc3

WARM SPRINGS RANCH RESIDENCES

OWNER'S CERTIFICATE

THIS IS TO CERTIFY that BRENNAN HOLDINGS NO. 300, LLC, an Idaho Limited Liability Company, is the owner in fee simple of Real Property described as follows:

A parcel of land located within Section 12, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Idaho, more particularly described as follows:

Block 1 of WARM SPRINGS RANCH LARGE BLOCK PLAT, as shown on the official plat thereof, recorded as Instrument No. _____, records of Blaine County, Idaho.

The easements shown hereon are not dedicated to the public, but the right to use said easements for the intended purposes is hereby reserved. No structures other than for such utility and other designated uses are to be erected within the lines of said easements.

It is the intention of the undersigned to and they do hereby include said land in this plat.

IN WITNESS WHEREOF, I have hereunto set my hand.

BRENNAN HOLDINGS NO. 300, LLC, an Idaho Limited Liability Company

BY: _____
ROBERT M. BRENNAN, MANAGER

Signed this _____ day of _____, 20____.

ACKNOWLEDGMENT

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, in the year of 2021, before me, the undersigned, personally appeared ROBERT M. BRENNAN, known or identified to me (or proved to me), to be the Manager of Brennan Holdings No. 300, LLC, and acknowledged to me that he and said limited liability company executed the same.

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

Notary Public

Residing at: _____

Commission Expires: _____

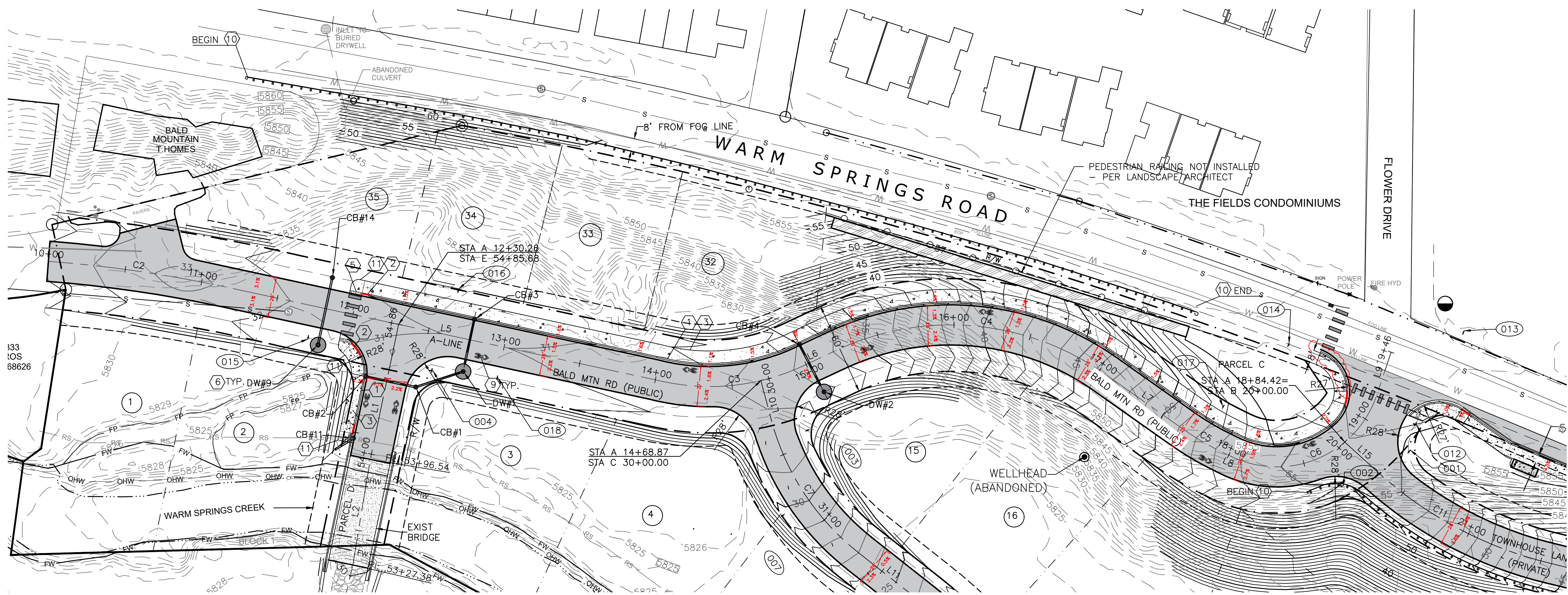


WARM SPRINGS RANCH RESIDENCES

SECTION 12, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: BRENNAN HOLDINGS

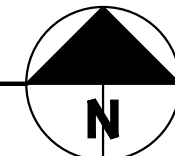
PROJECT NO. 20071	DWG BY: CPL	FILE: 20071-BLOCK1-CRT.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 5 OF 6



CURVE TABLE (A-LINE)			
CURVE #	RADIUS	LENGTH	DELTA
C2	850.00	116.54	7°51'19"
C3	142.44	92.92	37°22'24"
C4	173.57	182.98	60°24'10"
C5	177.25	30.31	9°47'58"
C6	68.11	115.22	96°55'30"

LINE TABLE (A-LINE)			
LINE #	LENGTH	DIRECTION	ALIGNMENT
L5	288.83	S77° 48' 37"E	ROAD A
L6	23.06	N64° 48' 59"E	ROAD A
L7	61.68	S54° 46' 51"E	ROAD A
L8	5.81	S64° 34' 49"E	ROAD A
L9	29.07	N18° 29' 41"E	ROAD A

BALD MOUNTAIN ROAD PLAN



RECORD DRAWINGS

This record drawing has been prepared, in part, based upon information furnished by others. While this information is believed to be reliable, the DESIGN PROFESSIONAL cannot assure its accuracy, and thus is not responsible for the accuracy of this record drawing or for any errors or omissions which may have been incorporated into it as a result. Those relying on this record document are advised to obtain independent verification of its accuracy before applying it for any purpose.

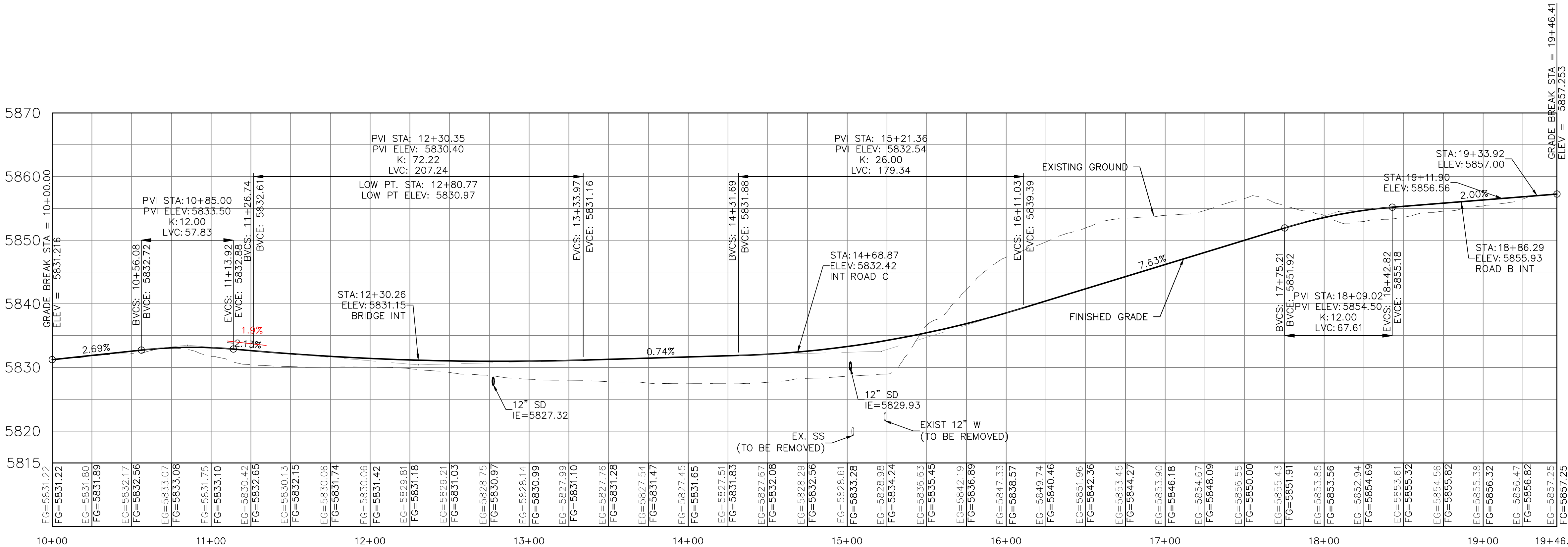
Date: 10/11/2021
BENCHMARK ASSOCIATES, P.A.

GENERAL NOTES:

- ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE CITY OF KETCHUM STANDARDS AND ISFWC.
- NOTIFY DIGLINE PRIOR TO CONSTRUCTION: (208)342-1585.
- UTILITY TRENCHES SHALL BE PER C.O.K. STD. DET. 12.
- THE CENTER OF THE SHARROW MARKINGS SHALL BE 4' FROM THE EDGE OF PAVEMENT OR FACE OF CURB. SHARROW MARKING INTERVALS SHALL BE NO GREATER THAN 250'.
- GUARDRAIL SHALL BE PER ITD STD. DET. 612-1, 31" W-BEAM GUARDRAIL (NORMAL APPLICATION) AND SHALL HAVE TIMBER POSTS WITH A CORTEN RAIL FINISH. 4 FT SHY LINE OFFSET.
- GUARDRAIL TERMINALS SHALL BE TYPE 8 PER ITD STD. DET. 612-3 AND 612-5.
- GUARDRAIL TERMINAL GRADING SHALL BE PER ITD STD. DET. 612-7.
- EXISTING ON-SITE WELLS SHALL BE DECOMMISSIONED PER IDWR REQUIREMENTS.
- REFER TO SHEET RD5 FOR STORM PROFILES.
- QUALITY CONTROL REPORTS AND DOCUMENTATION IS REQUIRED PER C.O.K. 12.04.040 FOR SUBBASE MATERIALS AND COMPACTION, 3" BASE MATERIALS COMPACTION, ASPHALT MIX DESIGN AND COMPACTION, CONCRETE MIX DESIGN AND CONCRETE BREAKS, WALL CONSTRUCTION OBSERVATION REPORT BY ENGINEER, AND ENGINEER FOR ACCEPTANCE OF ROADWAY.
- CITY TO BE NOTIFIED PRIOR TO PLACEMENT OF 2" MINUS AND 3/4" MINUS, AND PAVING OPERATIONS.
- CONCRETE MIX TO BE TITAN MIX.

ROADWAY NOTES:

- 6" ROLLED CURB AND GUTTER PER C.O.K. STD. DET. 4
- CURB TRANSITION PER C.O.K. STD. DET. 6
- 8FT-WIDE CONCRETE SIDEWALK PER C.O.K. STD. DET. 7
- PEDESTRIAN RAMP WITH LANDING PER DET. 1, SHT RD6
- DETECTABLE WARNING PLATE PER C.O.K. STD. DET. 9
- DRYWELL PER DETAIL 1, SHEET RD5
- CATCH BASIN PER C.O.K. STD. DET. 11
- CROSSWALK PAINT (LAYOUT SHALL BE COORDINATED WITH CITY PRIOR TO INSTALLATION.) DET. 2, SHT. RD6
- SHARROW MARKINGS SHALL BE PER DET. 3, SHT. RD6.
- W-BEAM GUARDRAIL (TYPE 31) - NOTES 5,6,&7.
- PEDESTRIAN RAMP WITH NO LANDING PER DET. 2, SHT RD6



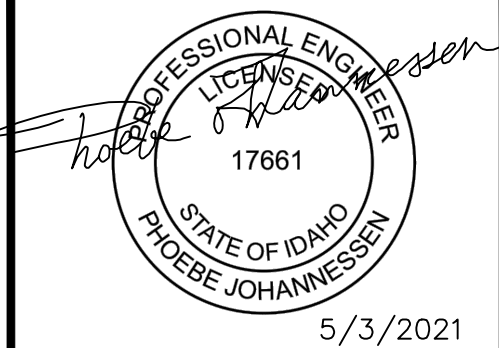
BALD MOUNTAIN ROAD PROFILE

HORIZ: 1"=40'
VERT: 1"=10'

LEGEND:

- RIGHT OF WAY
- UTILITY EASEMENT
- PEDESTRIAN RAILING
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED STORM SEWER
- CATCH BASIN AT CURB
- CATCH BASIN-LANDSCAPE
- DETECTABLE WARNING FOR PEDESTRIAN ACCESS
- 6" ROLLED CURB AND GUTTER
- CURB TRANSITION
- GUARDRAIL
- SAWCUT LINE
- FLOW LINE
- FLOODPLAIN BOUNDARY
- MEAN HIGH WATER
- RETAINING WALL (SEE LANDSCAPE PLANS)
- CONCRETE SIDEWALK
- PLANT MIX PAVEMENT
- 5/8-INCH MINUS CRUSHED GRAVEL

SIGN, SEE SHEET RD7 FOR SIGN SCHEDULE



NO.	DESCRIPTION	DATE	BY
1	CITY COMMENTS	6/25/21	PLJ



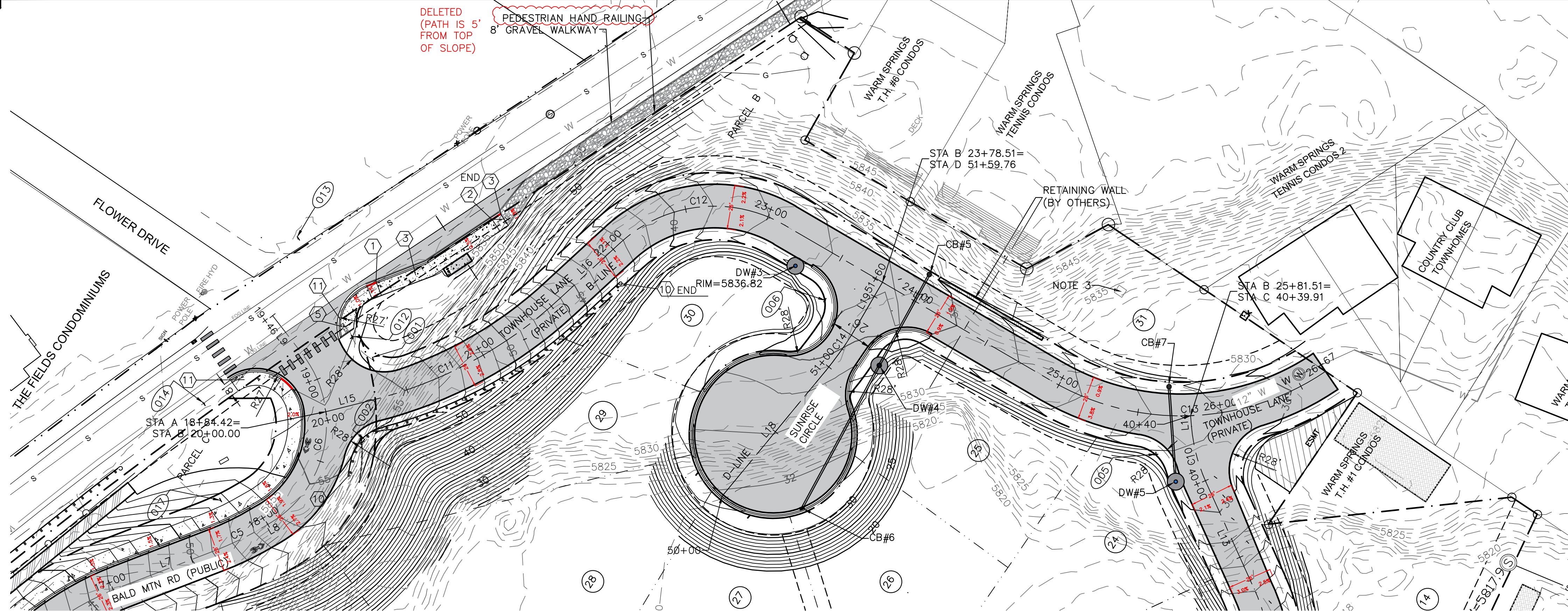
PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 100 BELL DRIVE
KETCHUM, IDAHO 83340
(208) 726-9512
FAX: 726-9514
WEB: WWW.BMA5B.COM
MAIL: WWW.BMA5B.COM

ROADWAY PLAN & PROFILE
WARM SPRINGS RANCH: BLOCK 1
T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO
PREPARED FOR: BRENNAN HOLDINGS, LLC.

DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY: SB
DATE: 5/3/2021
PROJECT NO.: 20071

DRAWING NO.

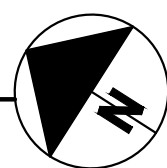
RD1



CURVE TABLE (B-LINE)			
CURVE #	RADIUS	LENGTH	DELTA
C11	255.58	127.85	28°39'41"
C12	83.00	105.69	72°57'33"
C13	153.00	172.23	64°29'47"

LINE TABLE (B-LINE)			
LINE #	LENGTH	DIRECTION	ALIGNMENT
L15	28.26	S47° 43' 52"E	ROAD B
L16	49.34	S76° 23' 33"E	ROAD B
L17	183.77	S3° 26' 00"E	ROAD B

TOWNHOUSE LANE PLAN



RECORD DRAWINGS

This record drawing has been prepared, in part, based upon information furnished by others, while this information is believed to be reliable, the DESIGN PROFESSIONAL cannot assure its accuracy, and thus is not responsible for the accuracy of this record drawing or for any errors or omissions which may have been incorporated into it as a result. Those relying on this record document are advised to obtain independent verification of its accuracy before applying it for any purpose.

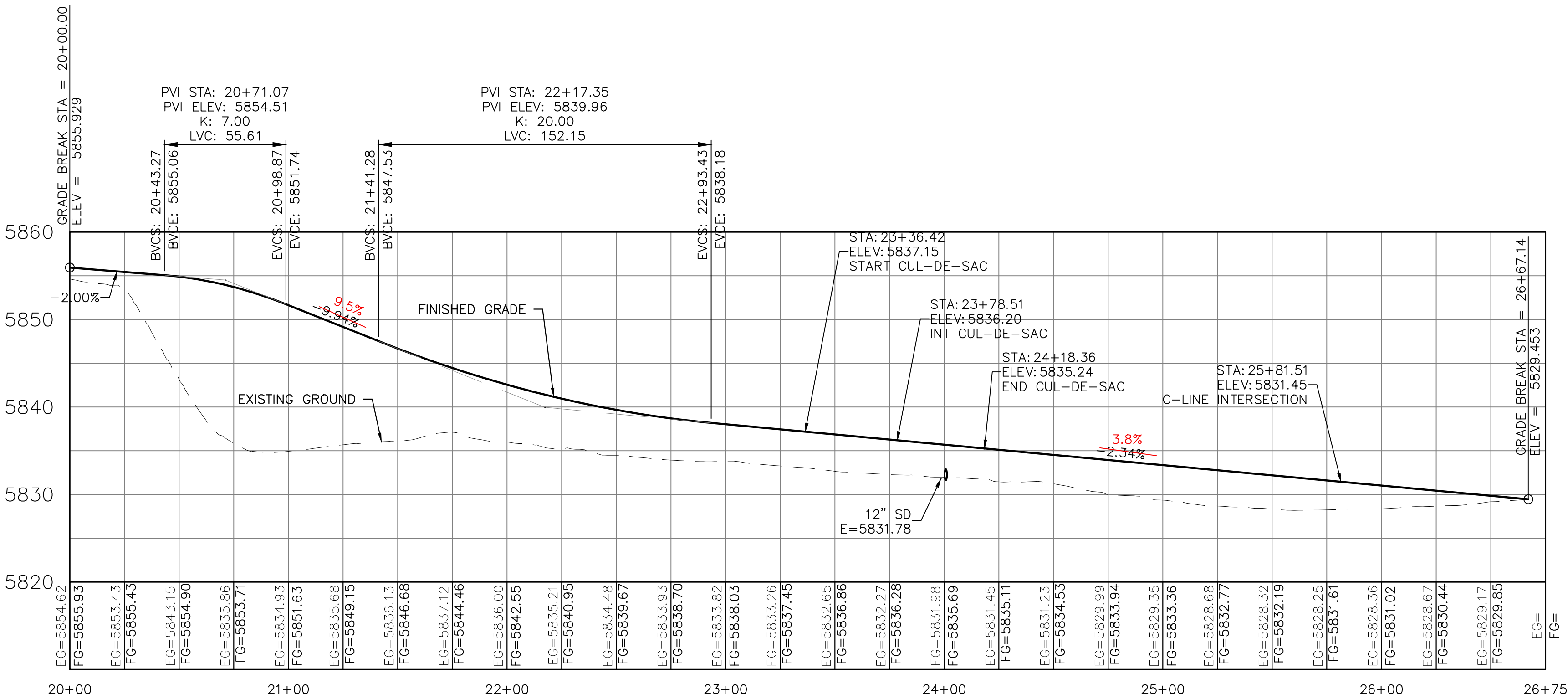
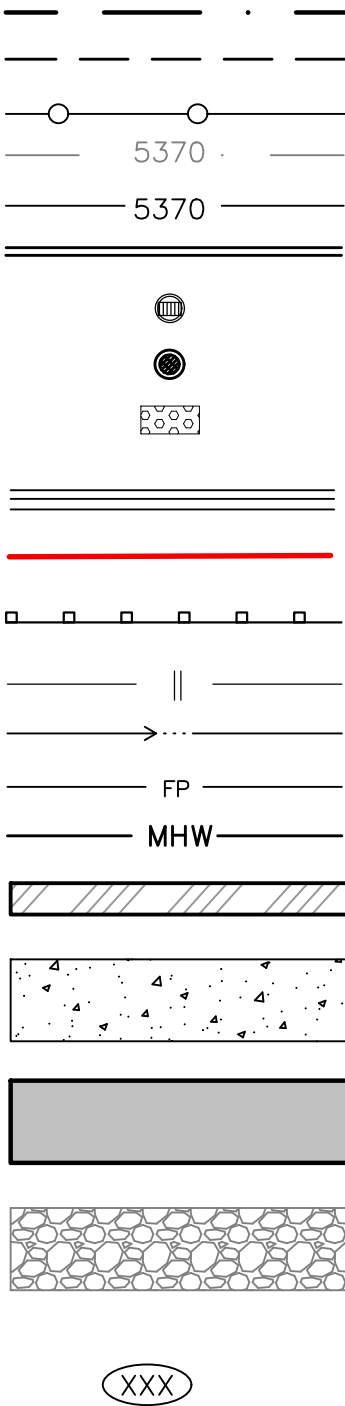
Date: 10/11/2021
BENCHMARK ASSOCIATES, P.A.

ROADWAY NOTES:

- 6" ROLLED CURB AND GUTTER PER C.O.K. STD. DET. 4
- CURB TRANSITION PER C.O.K. STD. DET. 6
- 8FT-WIDE CONCRETE SIDEWALK PER C.O.K. STD. DET. 7
- PEDESTRIAN RAMP WITH LANDING PER DET. 1, SHT RD6
- DETECTABLE WARNING PLATE PER C.O.K. STD. DET. 9
- DRYWELL PER DETAIL 1, SHEET RD5
- CATCH BASIN PER C.O.K. STD. DET. 11
- CROSSWALK PAINT (LAYOUT SHALL BE COORDINATED WITH CITY PRIOR TO INSTALLATION.) DET. 2, SHT. RD6
- SHARROW MARKINGS SHALL BE PER DET. 3, SHT. RD6.
- W-BEAM GUARDRAIL (TYPE 31) - NOTES 5,6,&7.
- PEDESTRIAN RAMP WITH NO LANDING PER DET. 2, SHT RD6

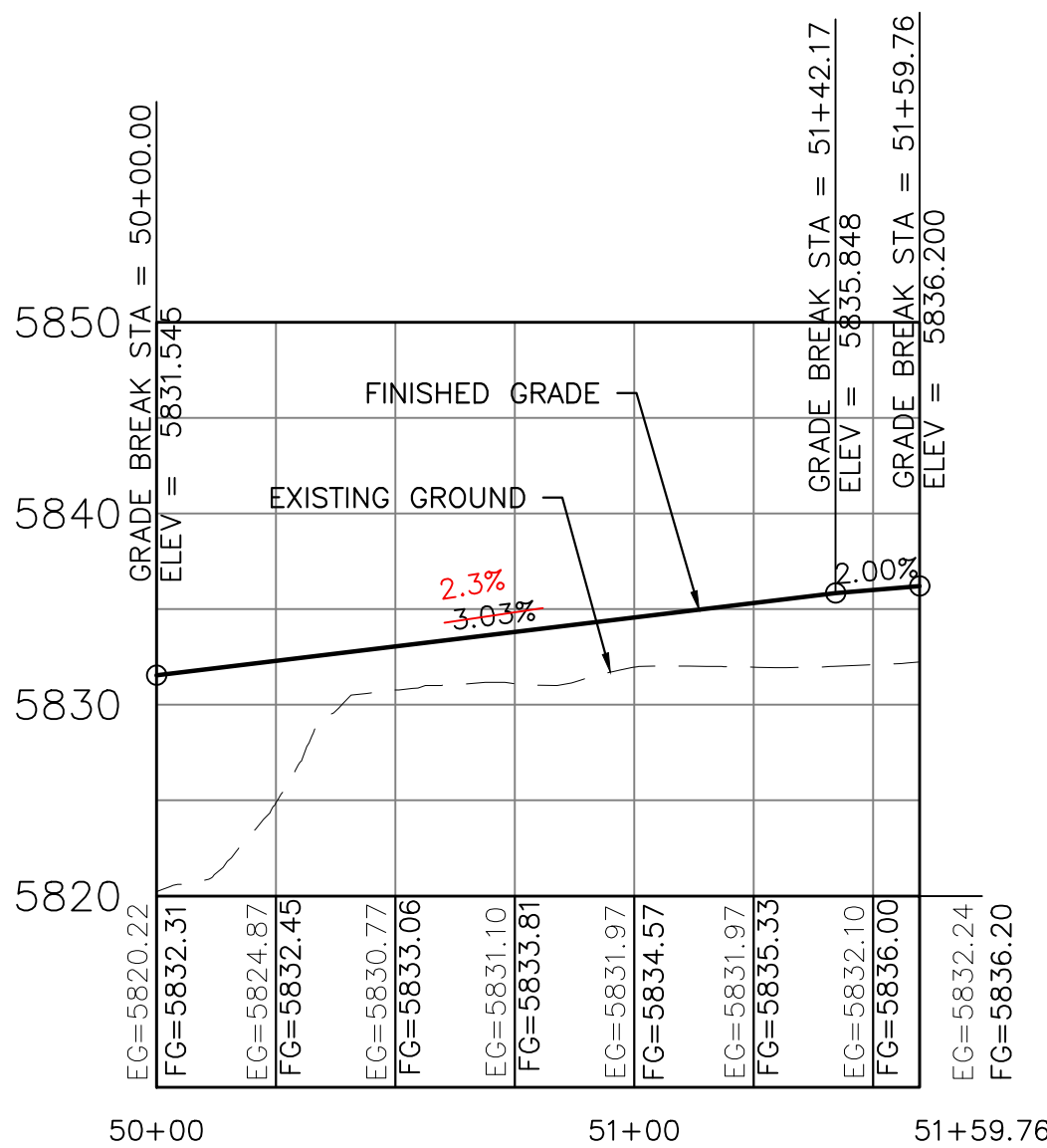
LEGEND:

- RIGHT OF WAY
- UTILITY EASEMENT
- PEDESTRIAN RAILING
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED STORM SEWER
- CATCH BASIN AT CURB
- CATCH BASIN-LANDSCAPE
- DETECTABLE WARNING FOR PEDESTRIAN ACCESS
- 6" ROLLED CURB AND GUTTER
- CURB TRANSITION
- GUARDRAIL
- SAWCUT LINE
- FLOW LINE
- FLOODPLAIN BOUNDARY
- MEAN HIGH WATER
- RETAINING WALL (SEE LANDSCAPE PLANS)
- CONCRETE SIDEWALK
- PLANT MIX PAVEMENT
- 5/8-INCH MINUS CRUSHED GRAVEL
- SIGN, SEE SHEET RD7 FOR SIGN SCHEDULE



TOWNHOUSE LANE PROFILE (B-LINE)

HORIZ: 1"=40'
VERT: 1"=10'



SUNRISE CIRCLE PROFILE (D-LINE)

HORIZ: 1"=40'
VERT: 1"=10'

PROFESSIONAL ENGINEER
STATE OF IDAHO
PHOEBE JOHANNESSEN
17661
5/3/2021

REVISIONS

No.	DESCRIPTION	DATE	BY
1	CITY COMMENTS	6/25/21	PLJ

BENCHMARK ASSOCIATES

PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 100 BELL DRIVE
KETCHUM, IDAHO 83340
(208) 726-9512
FAX 726-9514
WEB: WWW.BMA5B.COM
MAIL: WWW.BMA5B.COM

ROADWAY PLAN & PROFILE

WARM SPRINGS RANCH: BLOCK 1
T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO

PREPARED FOR: BRENNAN HOLDINGS, LLC.

DRAWN BY: PLJ

DESIGNED BY: PLJ

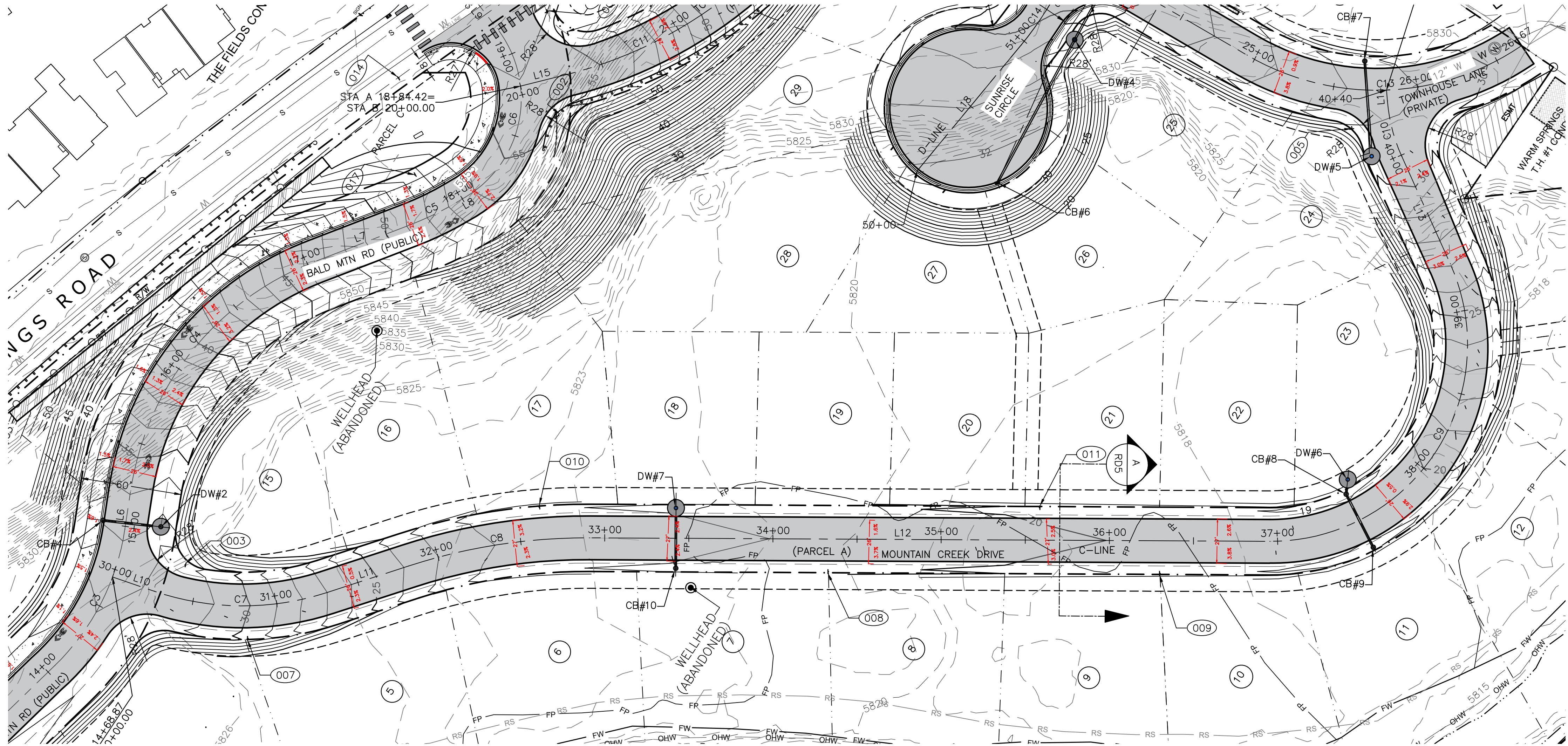
CHECKED BY:

DATE: 5/3/2021

PROJECT NO.: 20071

DRAWING NO.

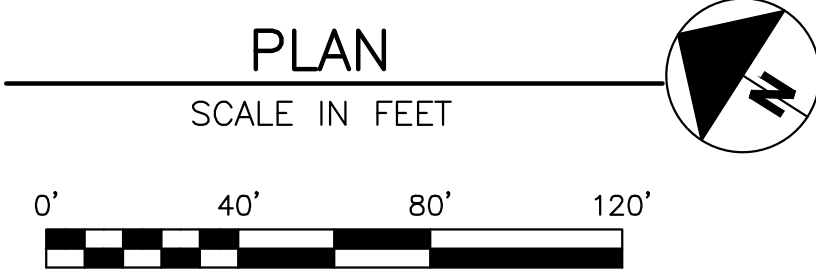
RD2



RECORD DRAWINGS

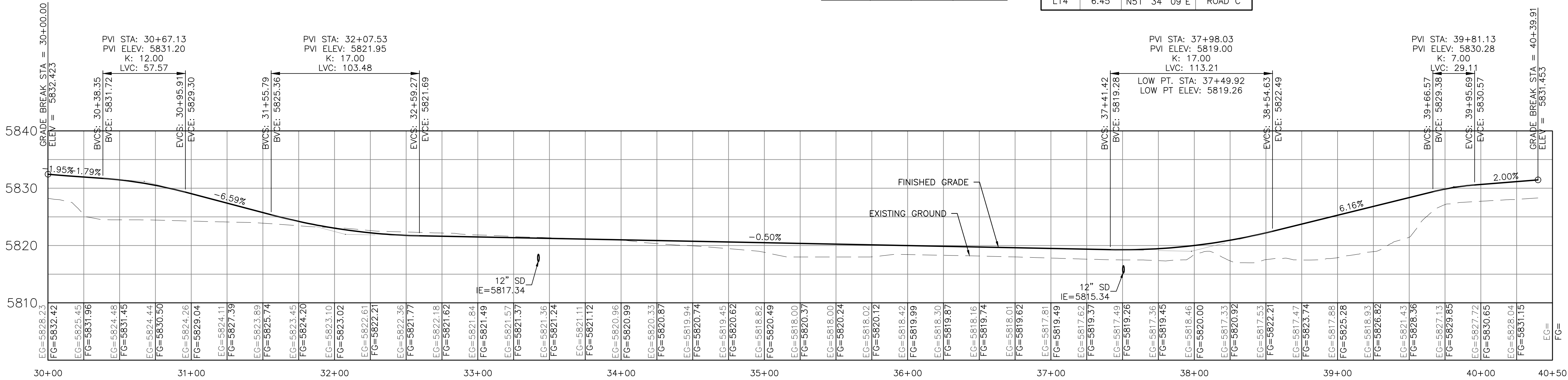
This record drawing has been prepared, in part, based upon information furnished by others. While this information is believed to be reliable, the DESIGN PROFESSIONAL cannot assure its accuracy, and thus is not responsible for the accuracy of this record drawing or for any errors or omissions which may have been incorporated into it as a result. Those relying on this record document are advised to obtain independent verification of its accuracy before applying it for any purpose.

Date: 10/11/2021
BENCHMARK ASSOCIATES, P.A.



CURVE TABLE (C-LINE)			
CURVE #	RADIUS	LENGTH	DELTA
C7	162.60	104.58	36°50'58"
C8	341.50	109.20	18°19'18"
C9	117.00	234.00	114°35'35"
C10	100.00	34.17	19°34'49"

LINE TABLE (C-LINE)			
LINE #	LENGTH	DIRECTION	ALIGNMENT
L10	26.23	S14° 53' 25"E	ROAD C
L11	50.81	S51° 44' 23"E	ROAD C
L12	404.50	S33° 25' 05"E	ROAD C
L13	69.97	N31° 59' 20"E	ROAD C
L14	6.45	N51° 34' 09"E	ROAD C



MOUNTAIN CR. DR. PROFILE (C-LINE)

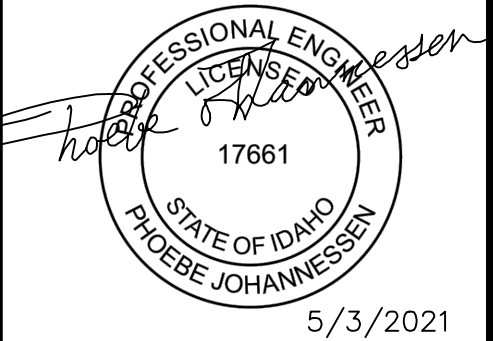
HORIZ: 1"=40'
VERT: 1"=5'

ROADWAY NOTES:

- 6" ROLLED CURB AND GUTTER PER C.O.K. STD. DET. 4
- CURB TRANSITION PER C.O.K. STD. DET. 6
- 8FT-WIDE CONCRETE SIDEWALK PER C.O.K. STD. DET. 7
- PEDESTRIAN RAMP WITH LANDING PER DET. 1, SHT RD6
- DETECTABLE WARNING PLATE PER C.O.K. STD. DET. 9
- DRYWELL PER DETAIL 1, SHEET RD5
- CATCH BASIN PER C.O.K. STD. DET. 11
- CROSSWALK PAINT (LAYOUT SHALL BE COORDINATED WITH CITY PRIOR TO INSTALLATION.) DET. 2, SHT. RD6
- SHARROW MARKINGS SHALL BE PER DET. 3, SHT. RD6.
- W-BEAM GUARDRAIL (TYPE 31) - NOTES 5.6.&7.
- PEDESTRIAN RAMP WITH NO LANDING PER DET. 2, SHT RD6

LEGEND:

- RIGHT OF WAY
UTILITY EASEMENT
PEDESTRIAN RAILING
EXISTING CONTOUR
PROPOSED CONTOUR
PROPOSED STORM SEWER
CATCH BASIN AT CURB
CATCH BASIN-LANDSCAPE
DETECTABLE WARNING FOR PEDESTRIAN ACCESS
6" ROLLED CURB AND GUTTER
CURB TRANSITION
GUARDRAIL
SAWCUT LINE
FLOW LINE
FLOODPLAIN BOUNDARY
MEAN HIGH WATER
RETAINING WALL (SEE LANDSCAPE PLANS)
CONCRETE SIDEWALK
PLANT MIX PAVEMENT
5/8-INCH MINUS CRUSHED GRAVEL
SIGN, SEE SHEET RD7 FOR SIGN SCHEDULE



REVISIONS		DATE	BY
No.	DESCRIPTION	6/7/21	PLJ
1	CITY COMMENTS		



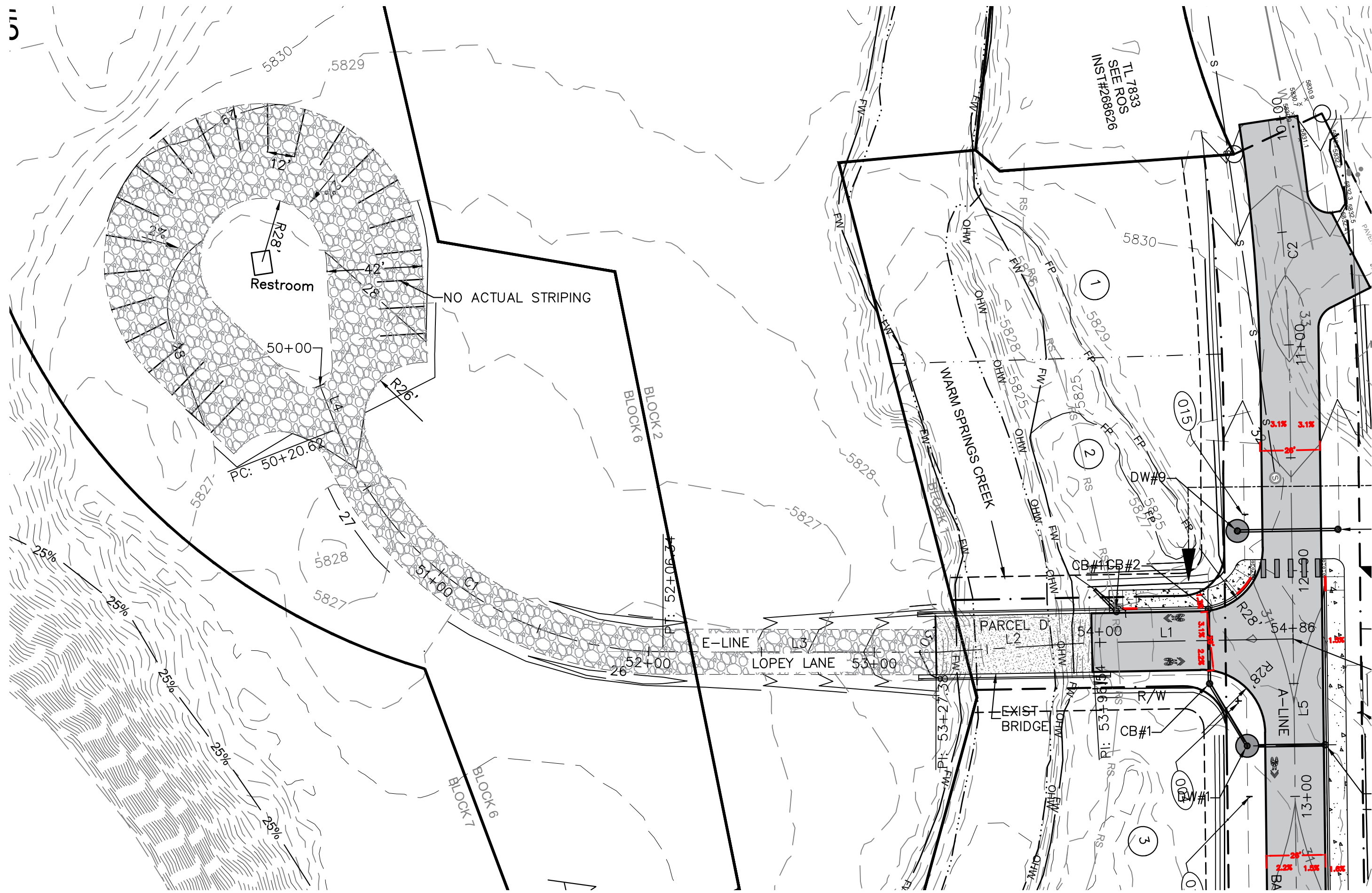
ROADWAY PLAN & PROFILE

WARM SPRINGS RANCH: BLOCK 1
T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO
PREPARED FOR: BRENNAN HOLDINGS, LLC.

DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY:
DATE: 5/3/2021
PROJECT NO.: 20071

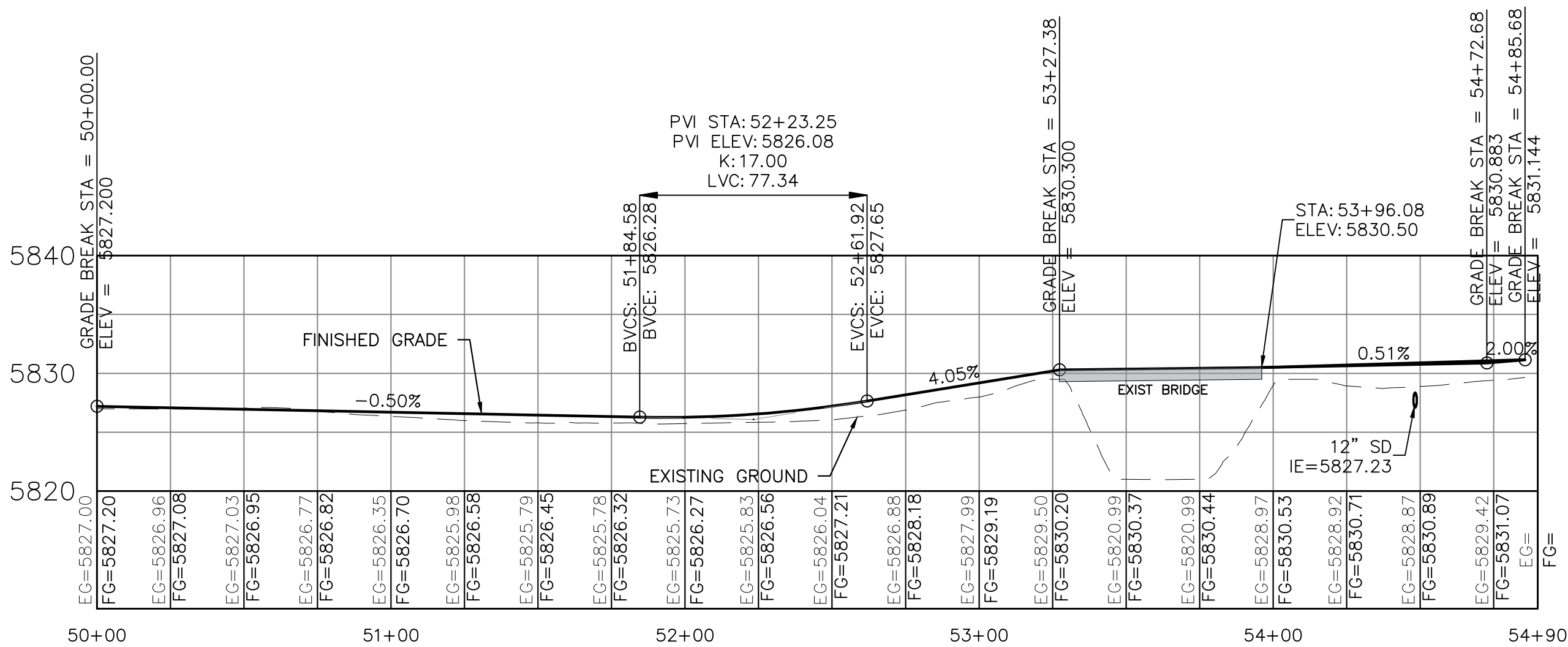
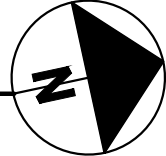
DRAWING NO.

RD3



LOPEY LANE PLAN

SCALE IN FEET

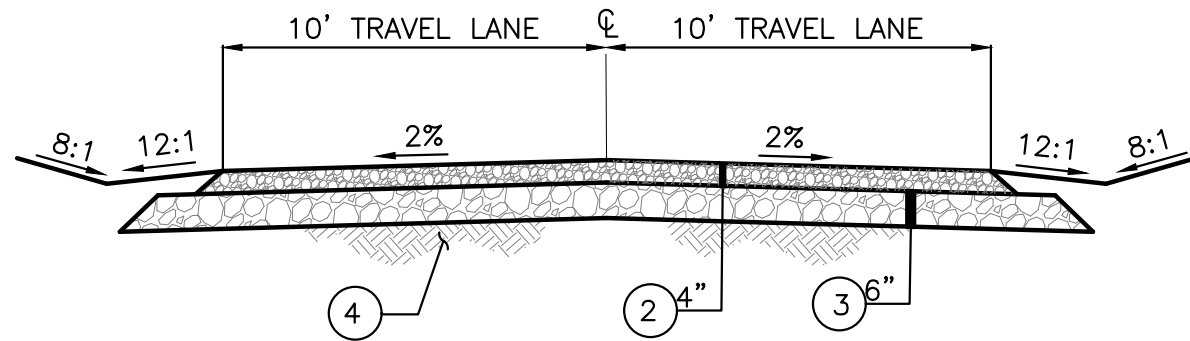


LOPEY LANE PROFILE E-LINE

HORIZ: 1"=40'
VERT: 1"=5'

CURVE TABLE			
CURVE #	RADIUS	LENGTH	DELTA
C1	155.47	185.73	68°26'38"

LINE TABLE			
LINE #	LENGTH	DIRECTION	ALIGNMENT
L1	89.14	N11° 52' 53"E	E-LINE
L2	69.16	N9° 23' 43"E	E-LINE
L3	121.03	N13° 03' 26"E	E-LINE
L4	20.62	N81° 30' 03"E	E-LINE



E-LINE STA 50+00 TO STA 53+27

TYPICAL SECTION A
NO SCALE

RECORD DRAWINGS

This record drawing has been prepared, in part, based upon information furnished by others. While this information is believed to be reliable, the DESIGN PROFESSIONAL cannot assure its accuracy, and thus is not responsible for the accuracy of this record drawing or for any errors or omissions which may have been incorporated into it as a result. Those relying on this record document are advised to obtain independent verification of its accuracy before applying it for any purpose.

Date: 10/11/2021

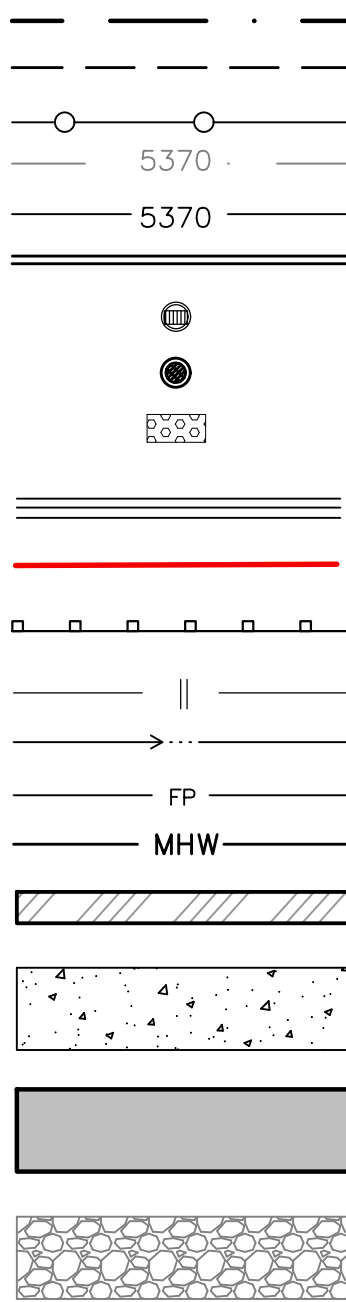
BENCHMARK ASSOCIATES, P.A.

CONSTRUCTION NOTES:

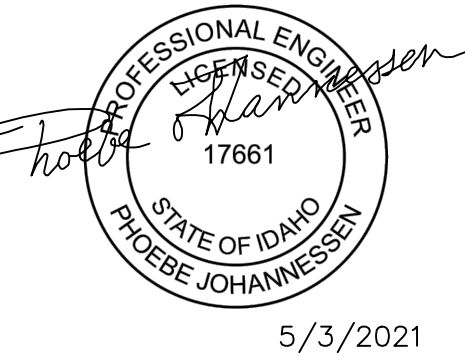
- 1 PLANT MIX PAVEMENT (PER ISPMC SECTION 810).
- 2 TYPE 1 3/4" MINUS CRUSHED AGGREGATE PER ISPMC SECTION 802-CRUSHED AGGREGATE
- 3 TYPE II 2" MINUS CRUSHED AGGREGATE PER ISPMC SECTION 802 CRUSHED AGGREGATE.
- 4 COMPACT SUBGRADE TO BE APPROVED BY ENGINEER (95% OF STANDARD PROCTOR PER ASTM D-698)

LEGEND:

- RIGHT OF WAY
- UTILITY EASEMENT
- PEDESTRIAN RAILING
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED STORM SEWER
- CATCH BASIN AT CURB
- CATCH BASIN-LANDSCAPE
- DETECTABLE WARNING FOR PEDESTRIAN ACCESS
- 6" ROLLED CURB AND GUTTER
- CURB TRANSITION
- GUARDRAIL
- SAWCUT LINE
- FLOW LINE
- FLOODPLAIN BOUNDARY
- MEAN HIGH WATER
- RETAINING WALL (SEE LANDSCAPE PLANS)
- CONCRETE SIDEWALK
- PLANT MIX PAVEMENT
- 5/8-INCH MINUS CRUSHED GRAVEL



SIGN, SEE SHEET RD7 FOR SIGN SCHEDULE



REVISIONS		DATE	BY
No.	DESCRIPTION		
1			



PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 100 BELL DRIVE
KETCHUM, IDAHO 83340
(208) 726-9512
FAX 726-9514
WEB: WWW.BMA5B.COM
MAIL: WWW.BMA5B.COM

ROADWAY PLAN & PROFILE

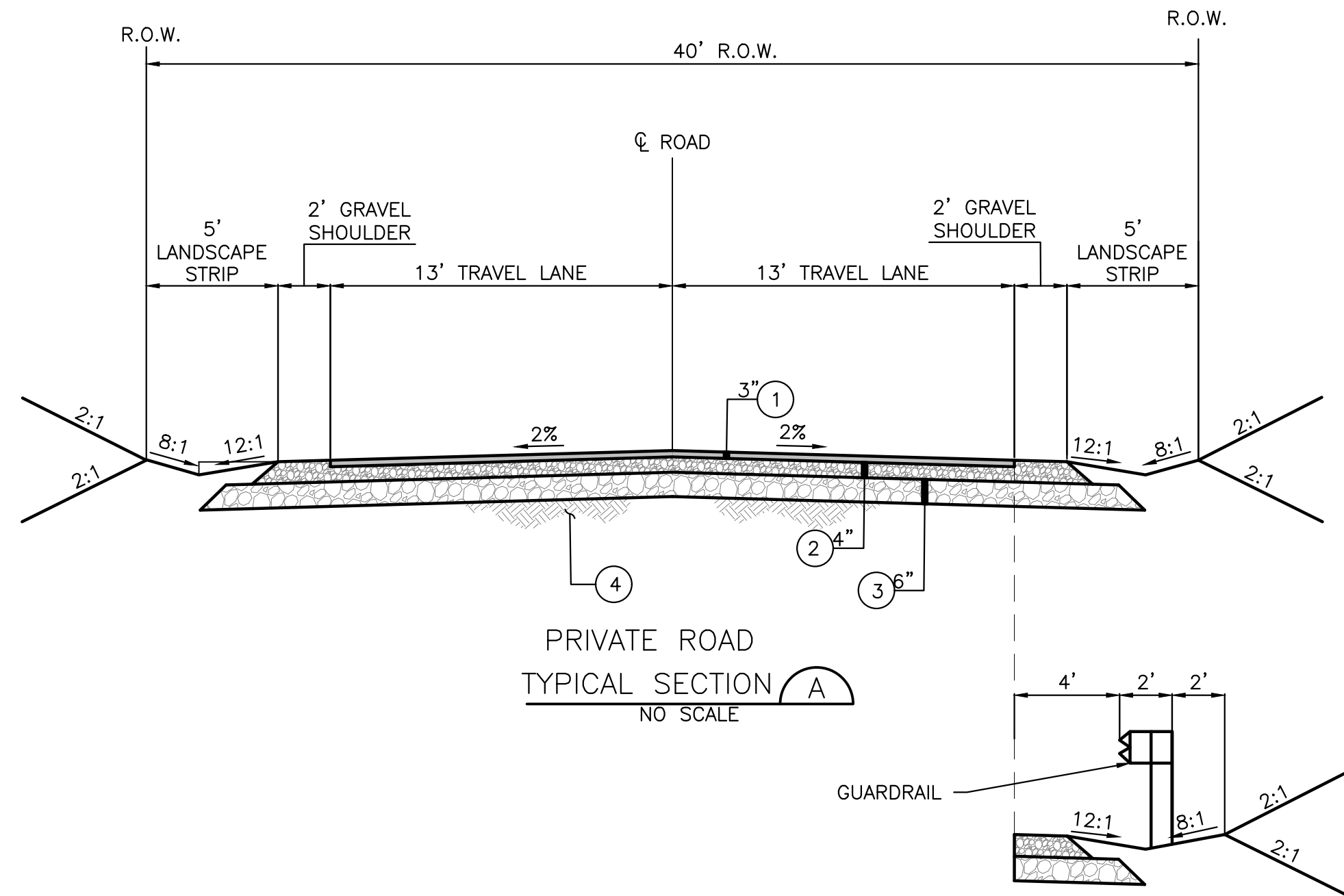
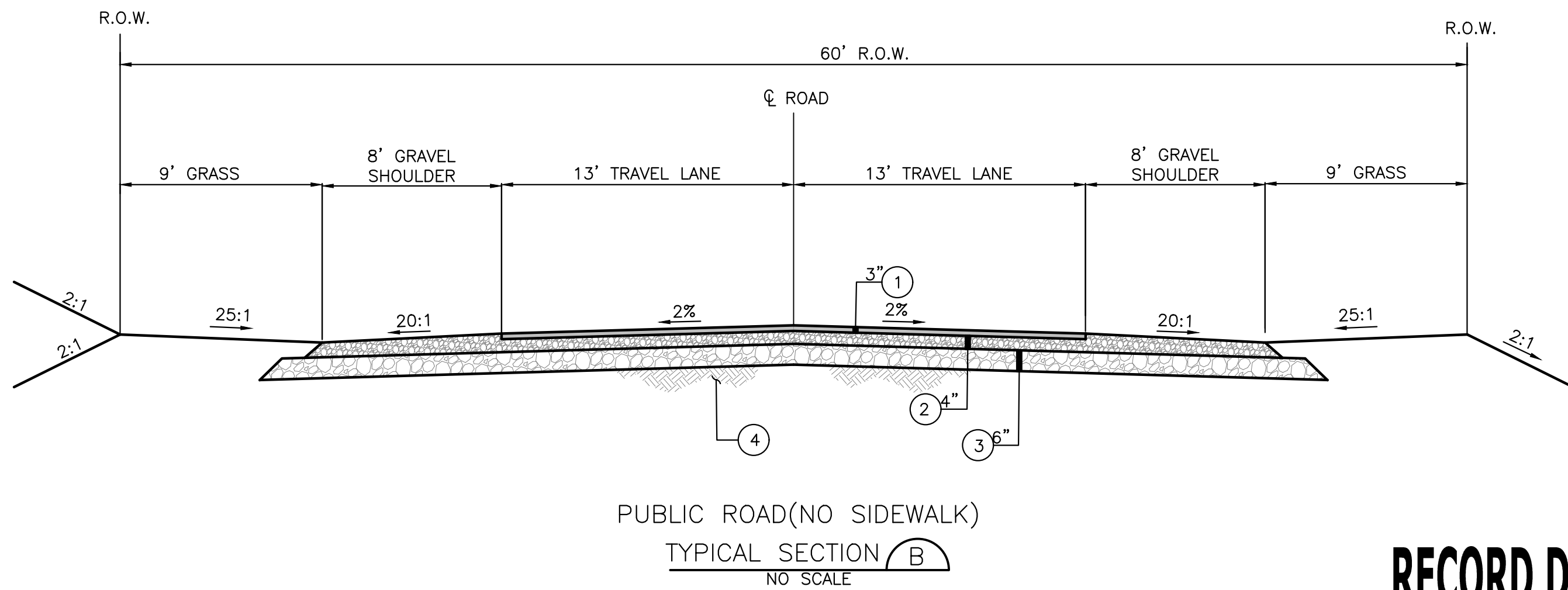
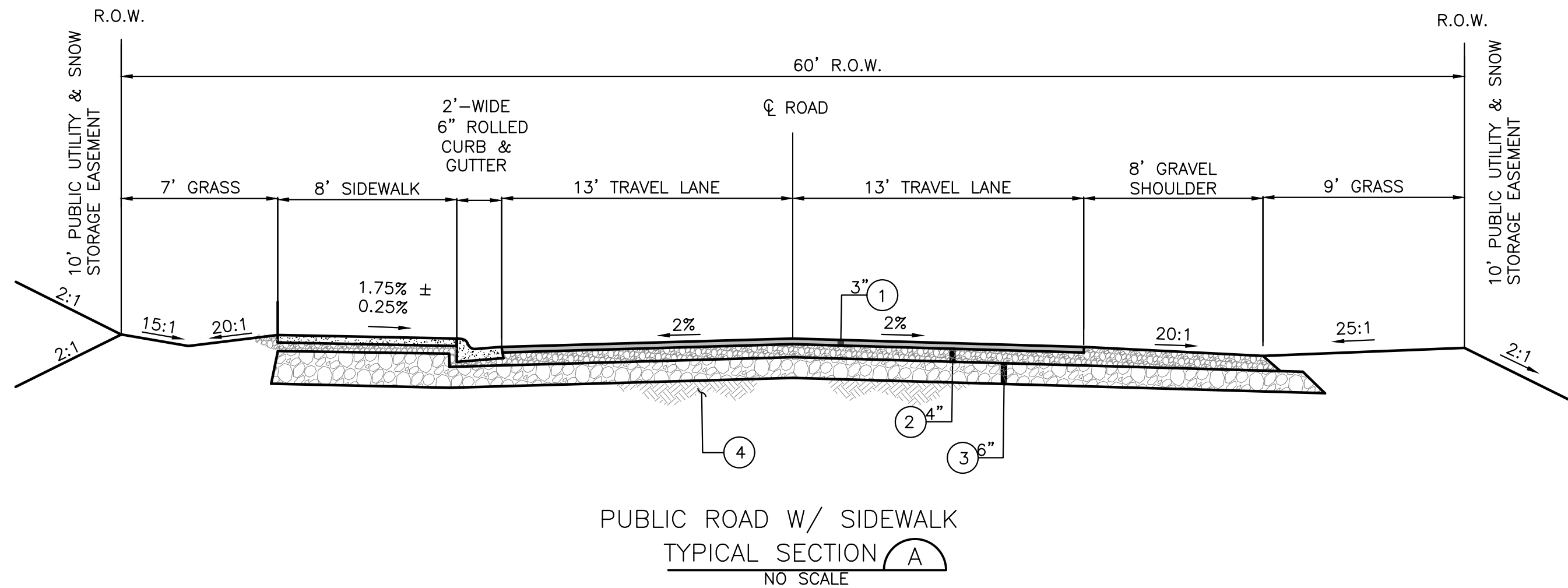
WARM SPRINGS RANCH: BLOCK 1
T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO

PREPARED FOR: BRENNAN HOLDINGS, LLC.

DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY:
DATE: 5/3/2021
PROJECT NO.: 20071

DRAWING NO.

RD4



A—LINE STA 18+48 TO
B—LINE STA 21+90

GUARDRAIL SECTION

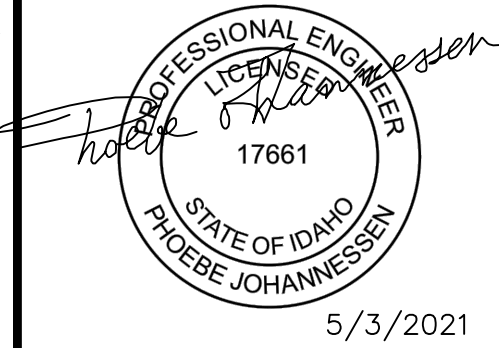
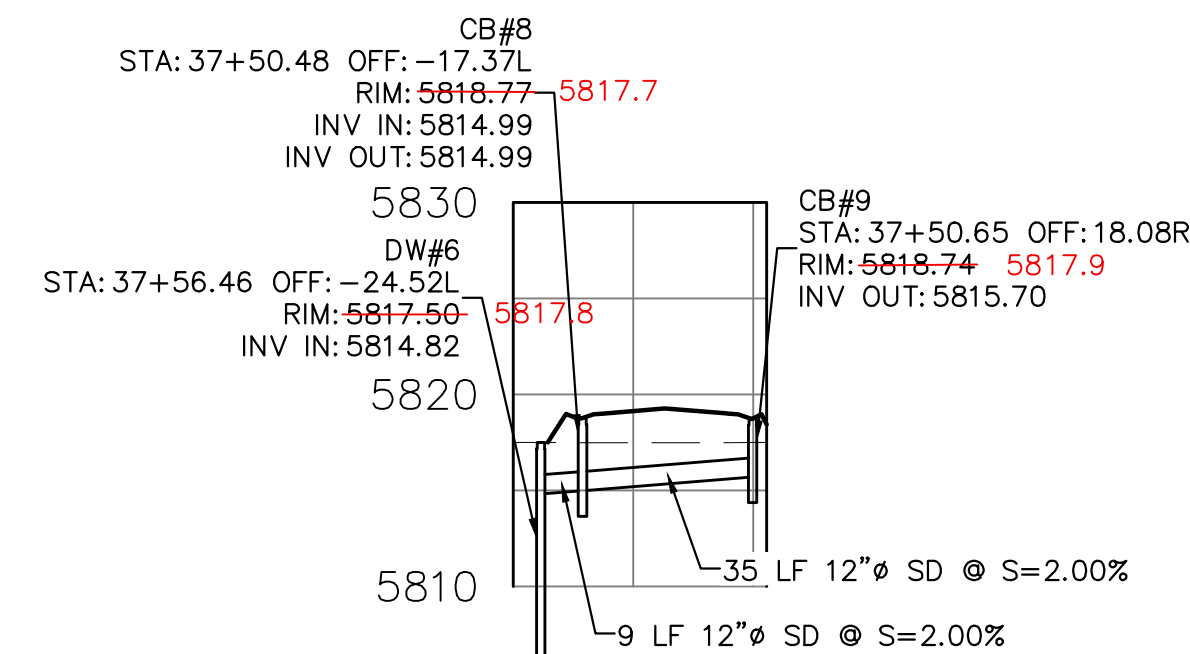
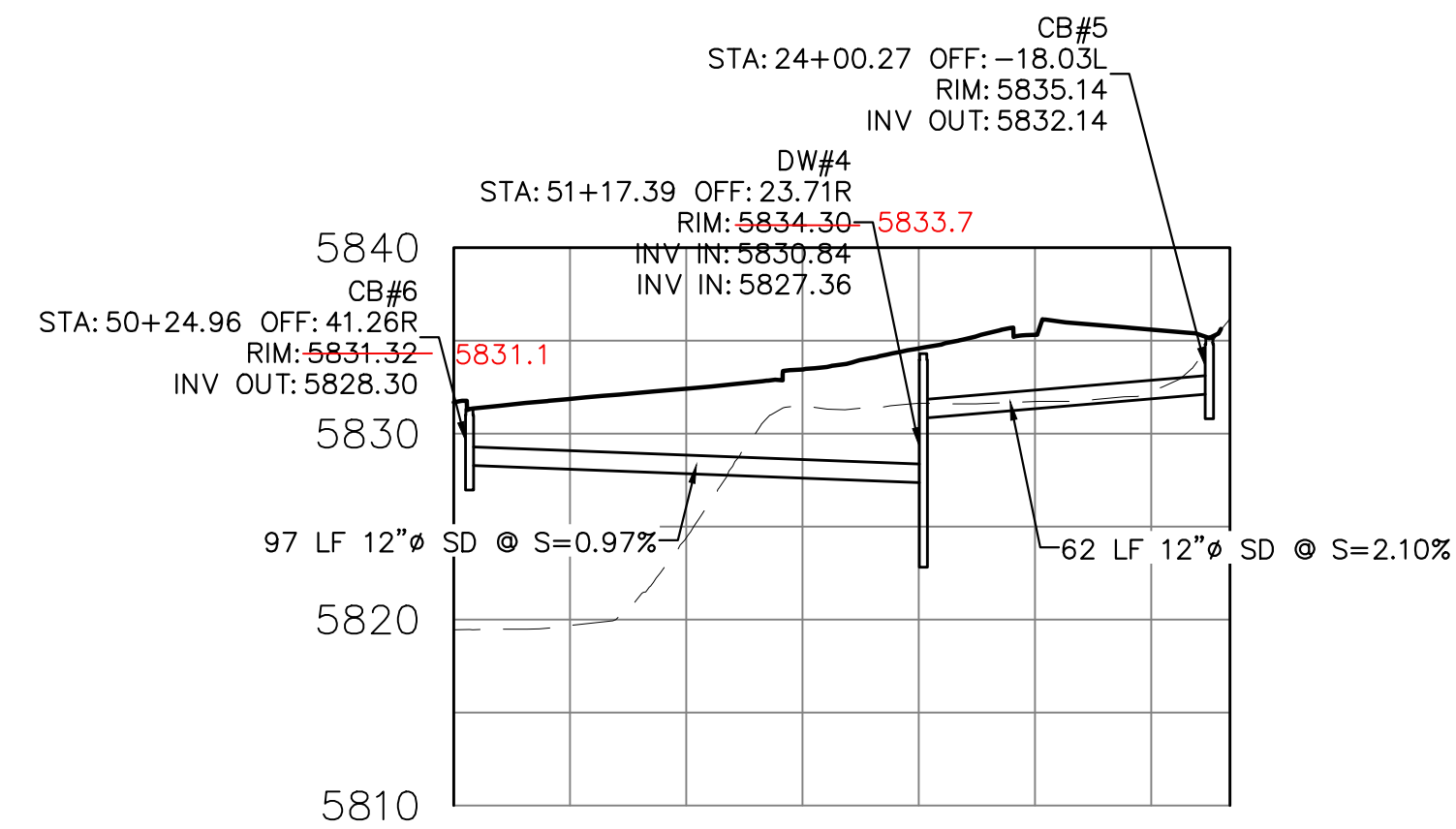
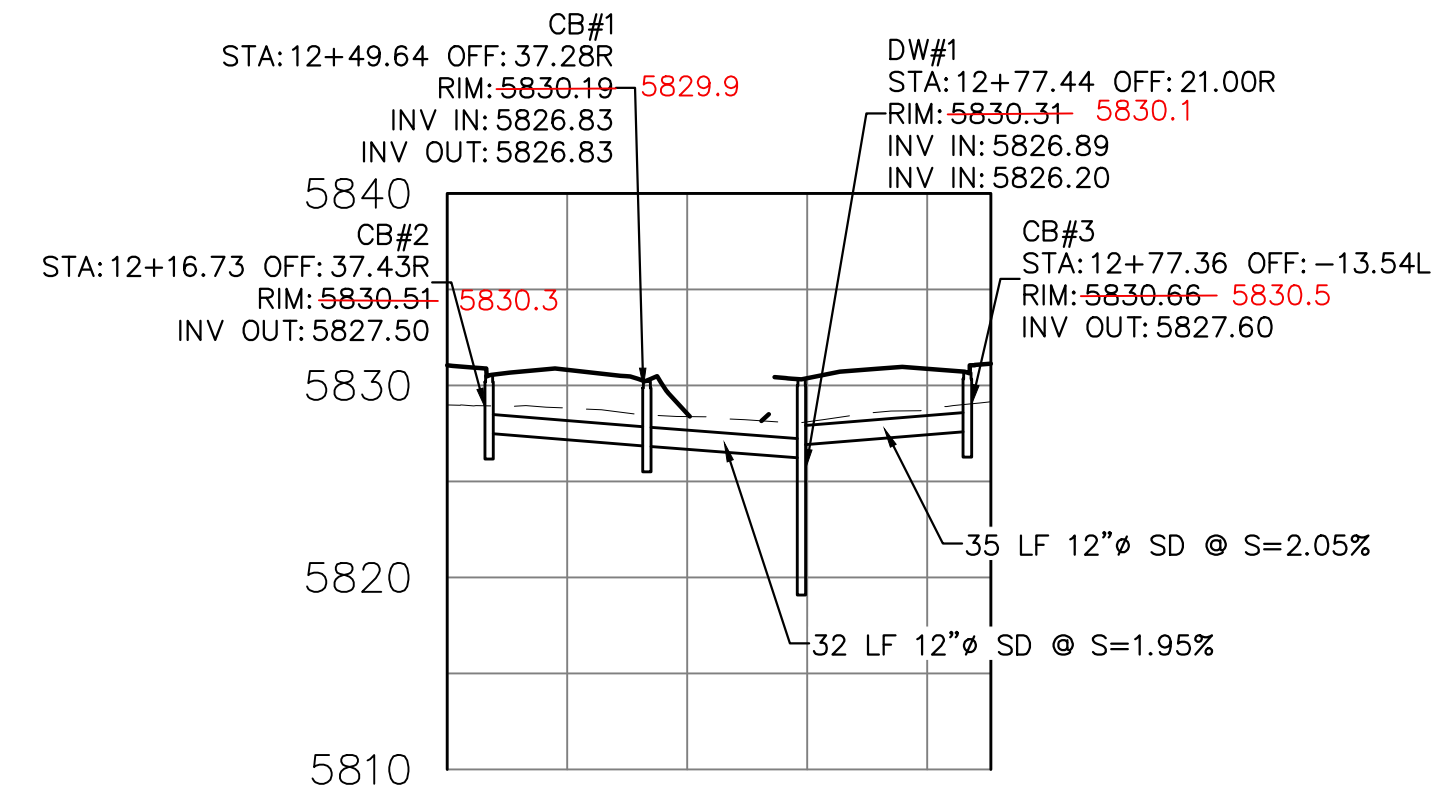
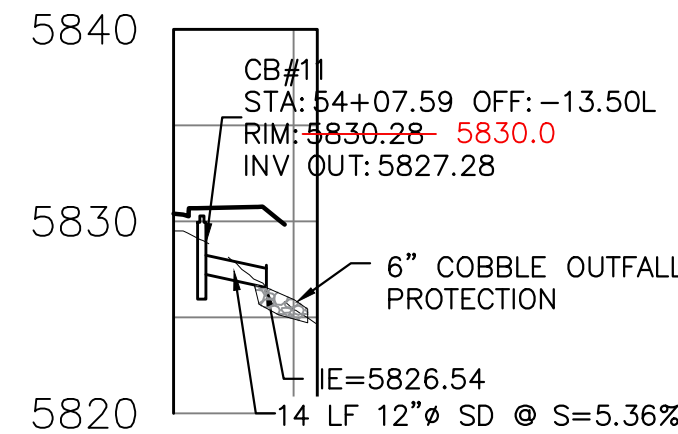
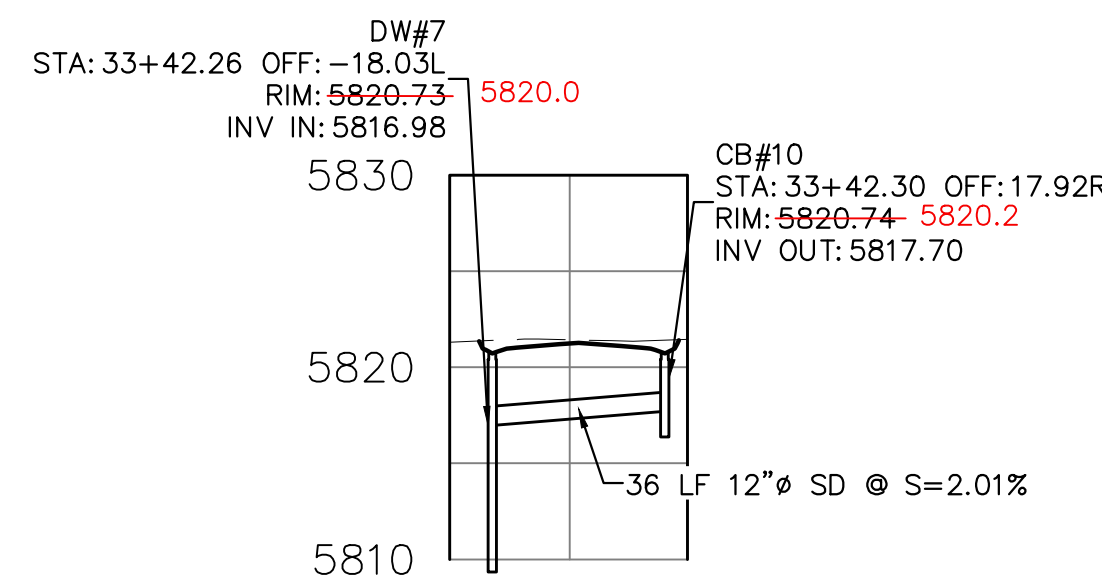
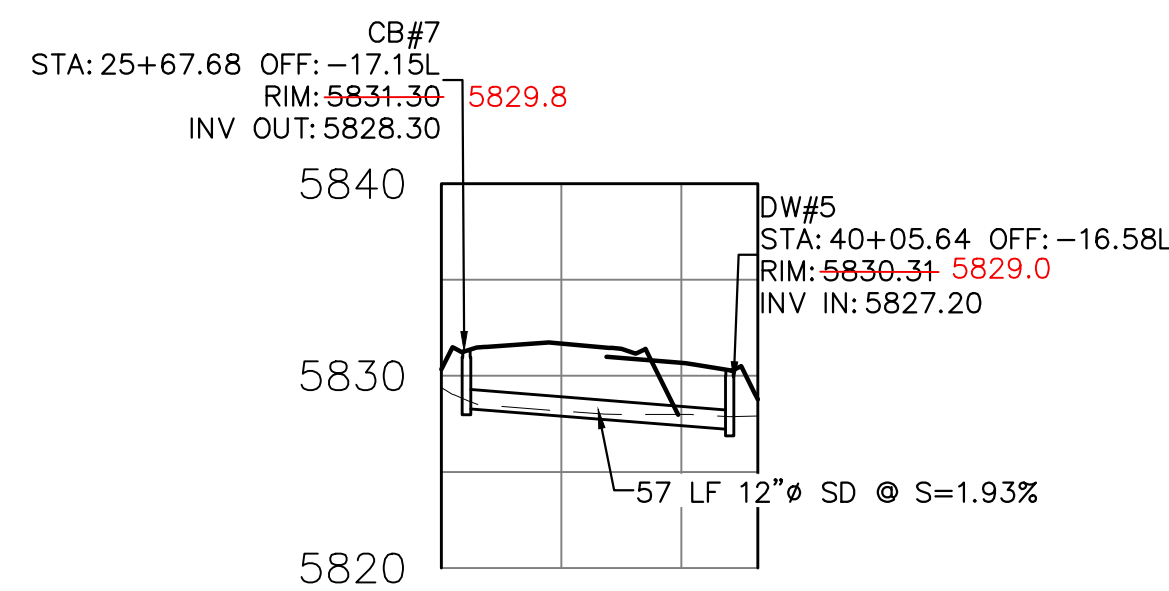
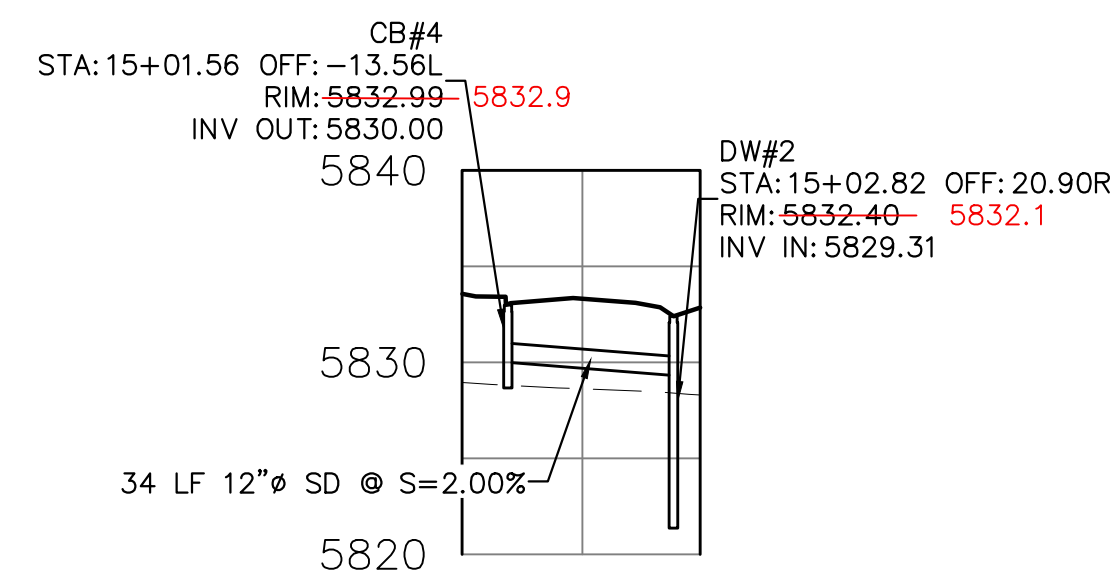
RECORD DRAWINGS

This record drawing has been prepared, in part, based upon information furnished by others. While this information is believed to be reliable, the DESIGN PROFESSIONAL cannot assure its accuracy, and thus is not responsible for the accuracy of this record drawing or for any errors or omissions which may have been incorporated into it as a result. Those relying on this record document are advised to obtain independent verification of its accuracy before applying it for any purpose.

Date: 10/11/2021
BENCHMARK ASSOCIATES, P.A.

CONSTRUCTION NOTES:

- 1 PLANT MIX PAVEMENT (PER ISPMC SECTION 810).
- 2 TYPE 1 3" MINUS CRUSHED AGGREGATE PER ISPMC SECTION 802—CRUSHED AGGREGATE
- 3 TYPE II 2" MINUS CRUSHED AGGREGATE PER ISPMC SECTION 802 CRUSHED AGGREGATE.
- 4 COMPACT SUBGRADE TO BE APPROVED BY ENGINEER (95% OF STANDARD PROCTOR PER ASTM D-698)
- 5 CEMENT CONCRETE SIDEWALK PER C.O.K. STD. DET. 7. SEE DETAIL ON SHEET RD6.
- 6 CEMENT CONCRETE 6" ROLLED CURB AND GUTTER PER C.O.K. STD. DET. 4. SEE DETAIL ON SHEET RD6.
- 7 POWER, COMMUNICATION AND GAS UTILITIES. SEE IDAHO POWER PLANS FOR LOCATIONS.



No.	DESCRIPTION	DATE	BY	PLJ
1	DRAINAGE REVISION	6/7/21		



ROAD DETAILS

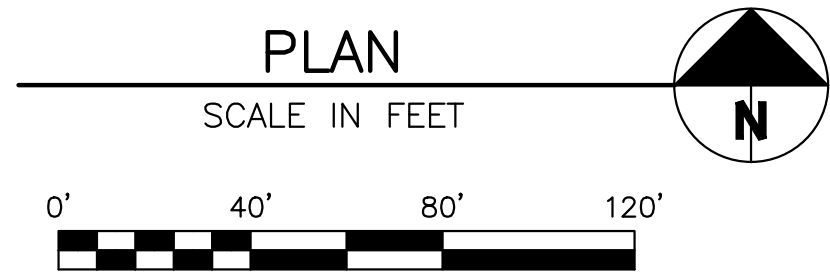
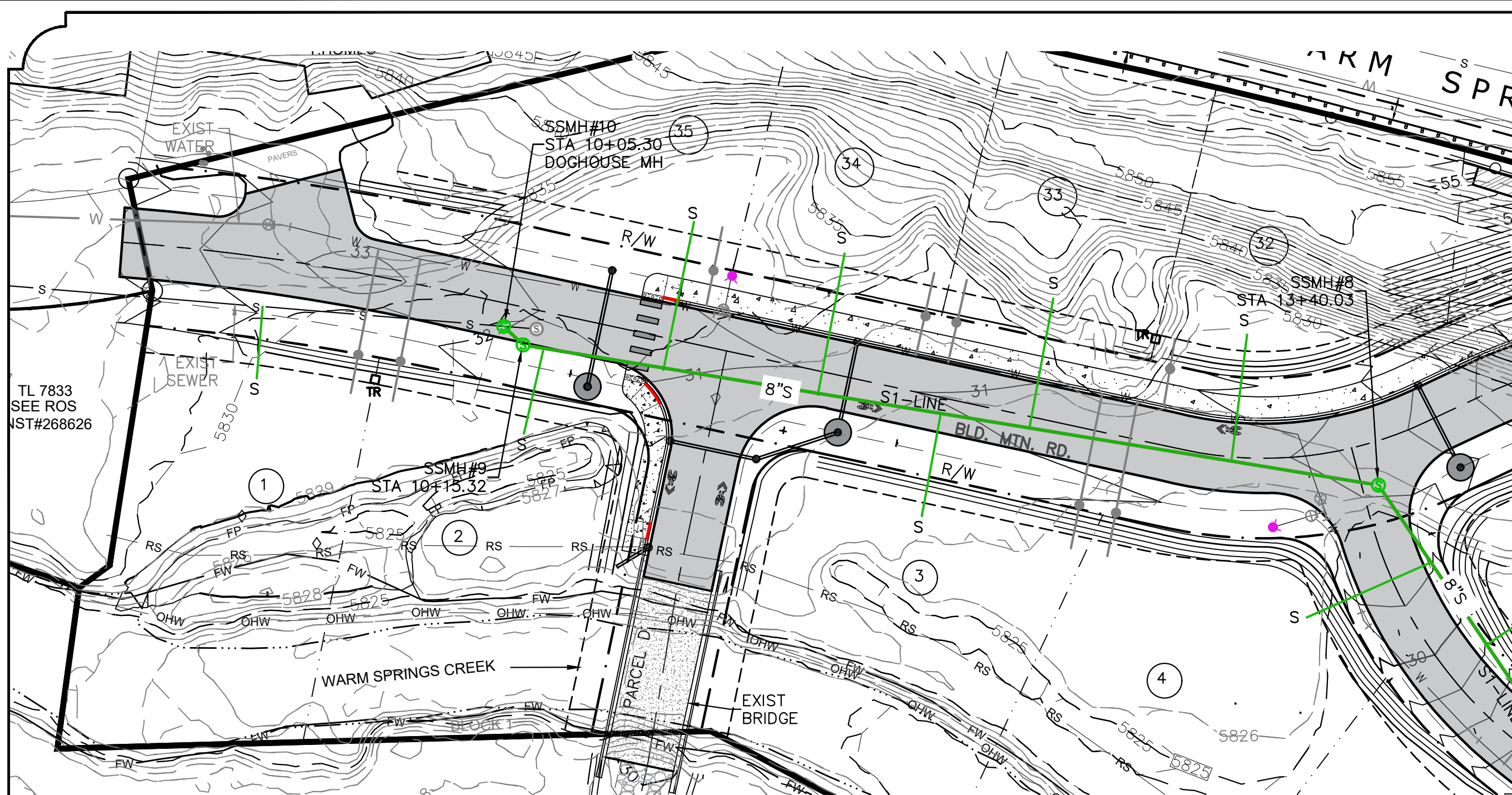
WARM SPRINGS RANCH: BLOCK 1
T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO

PREPARED FOR: BRENNAN HOLDINGS, LLC.

DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY: CL
DATE: 5/3/2021
PROJECT NO.: 20071

DRAWING NO.

RD5

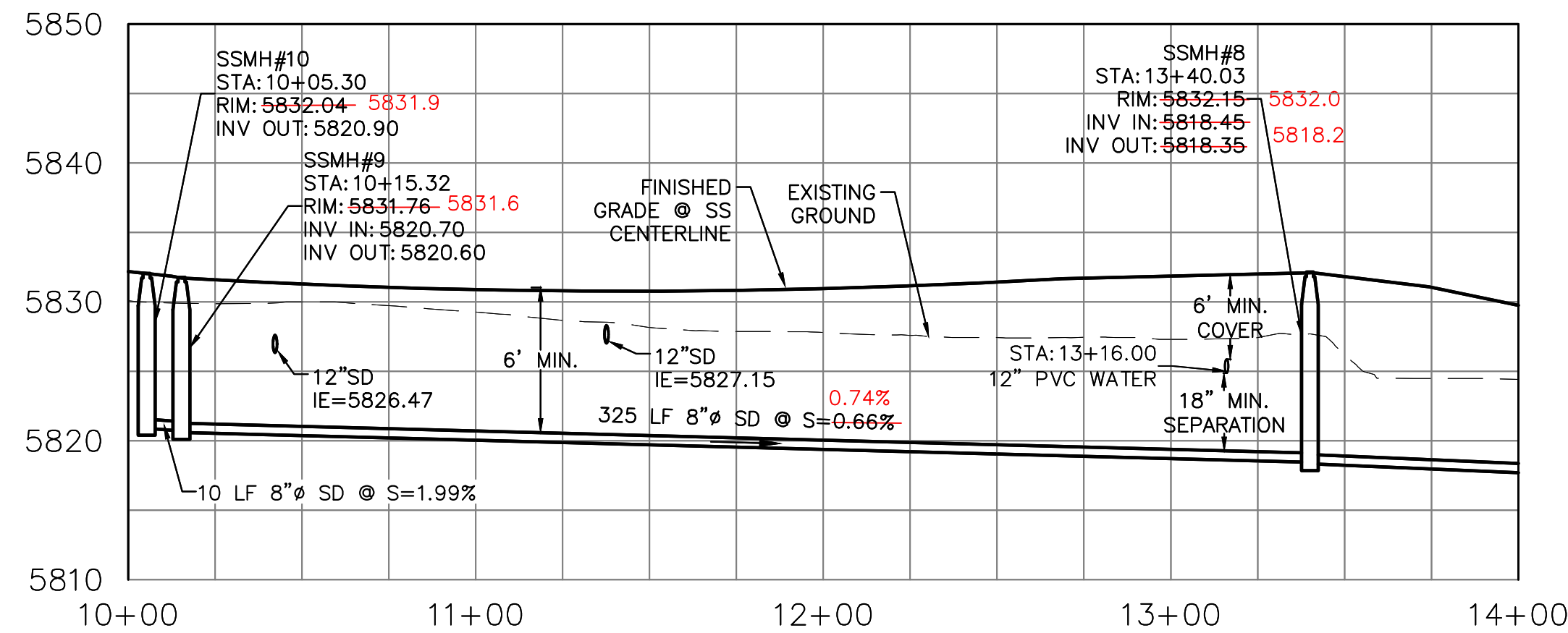


SEWER SERVICE LOCATION		SEWER SERVICE LOCATION		SEWER SERVICE LOCATION	
LOT #	STATION (S1-LINE)	LOT #	STATION (S2-LINE)	LOT #	STATION (S3-LINE)
1	EXISTING SEWER	27	51+37.68	25	30+19.28
2	10+23.91	26	51+45.17	31	30+26.03
35	10+69.50	28	52+36.47	24	31+31.67
34	11+28.15	29	52+42.23		
3	11+74.73	30	52+69.32		
33	12+08.37				
32	12+85.02				
4	13+75.81				

RECORD DRAWINGS

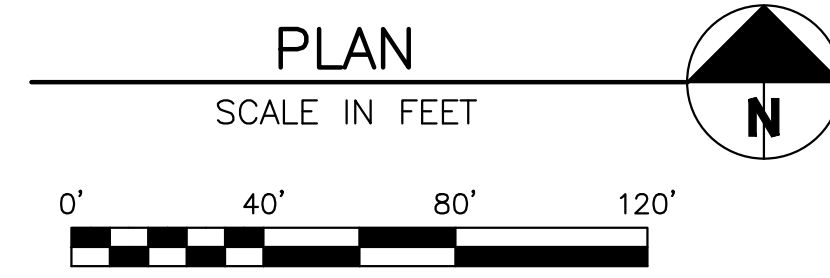
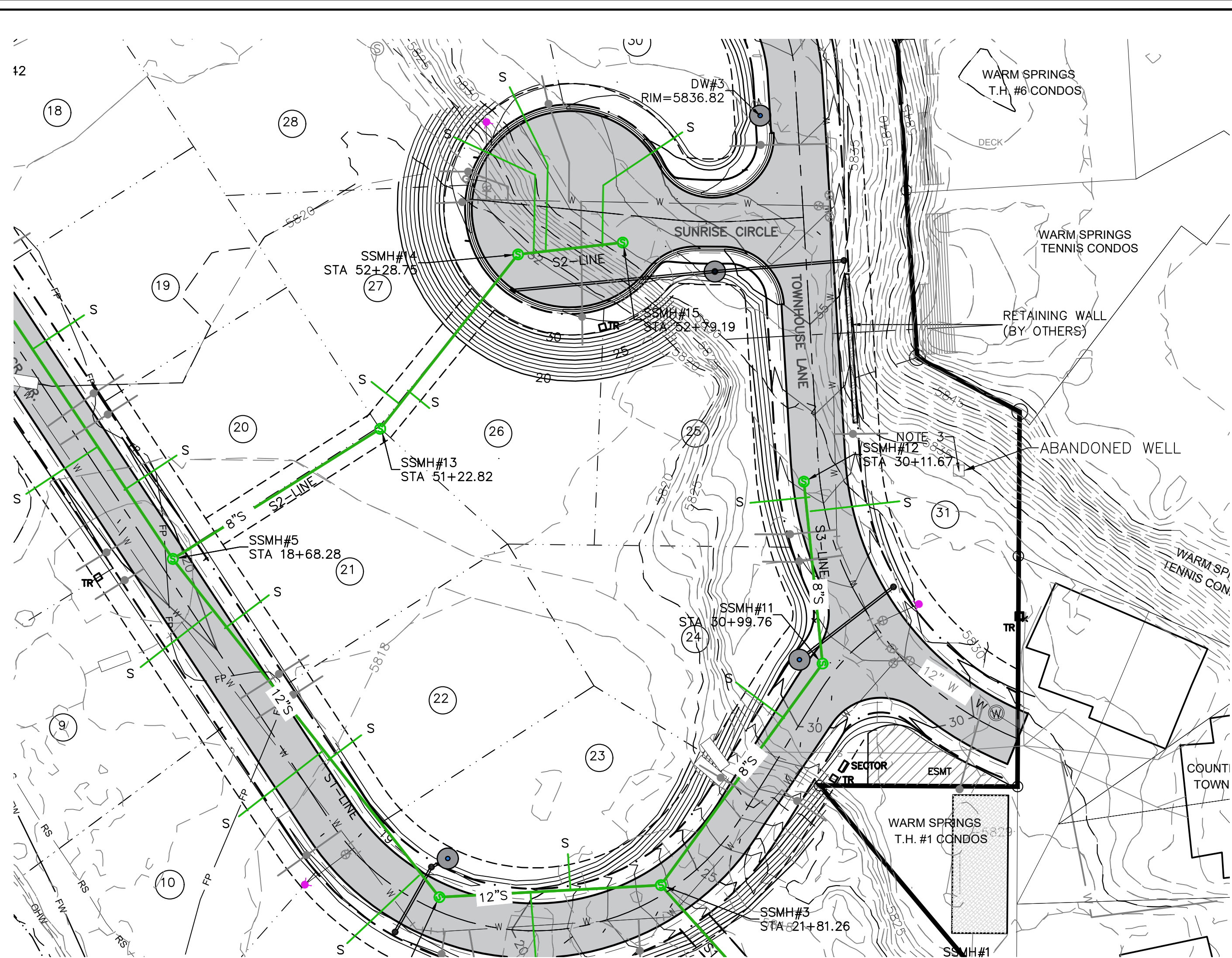
This record drawing has been prepared, in part, based upon information furnished by others. While this information is believed to be reliable, the DESIGN PROFESSIONAL cannot assure its accuracy, and thus is not responsible for the accuracy of this record drawing or for any errors or omissions which may have been incorporated into it as a result. Those relying on this record document are advised to obtain independent verification of its accuracy before applying it for any purpose.

Date: 10/11/2021
BENCHMARK ASSOCIATES, P.A.



SEWER PROFILE (S1-LINE)

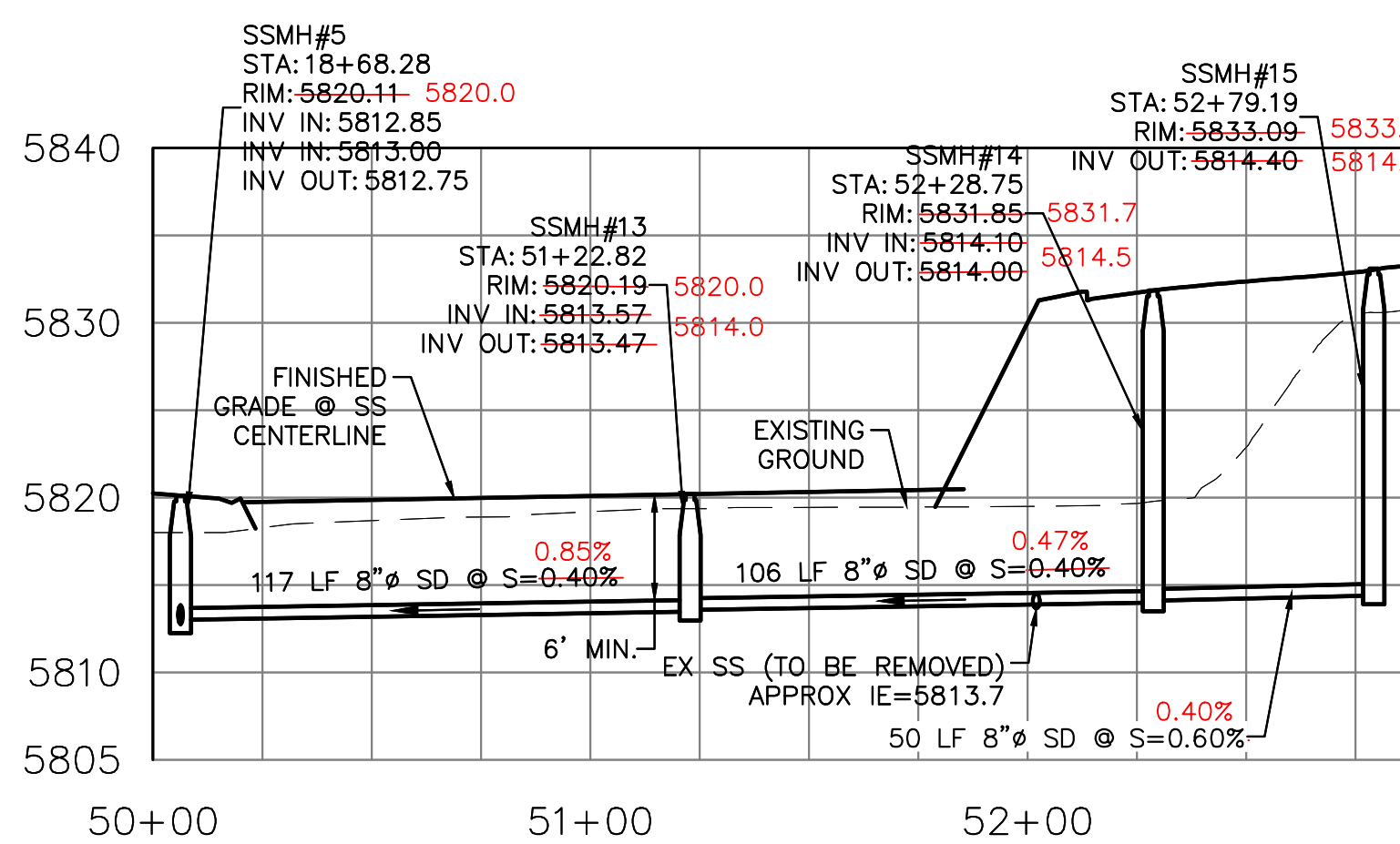
HORIZ: 1"=40'
VERT: 1"=10'



SANITARY SEWER SYSTEM LEGEND

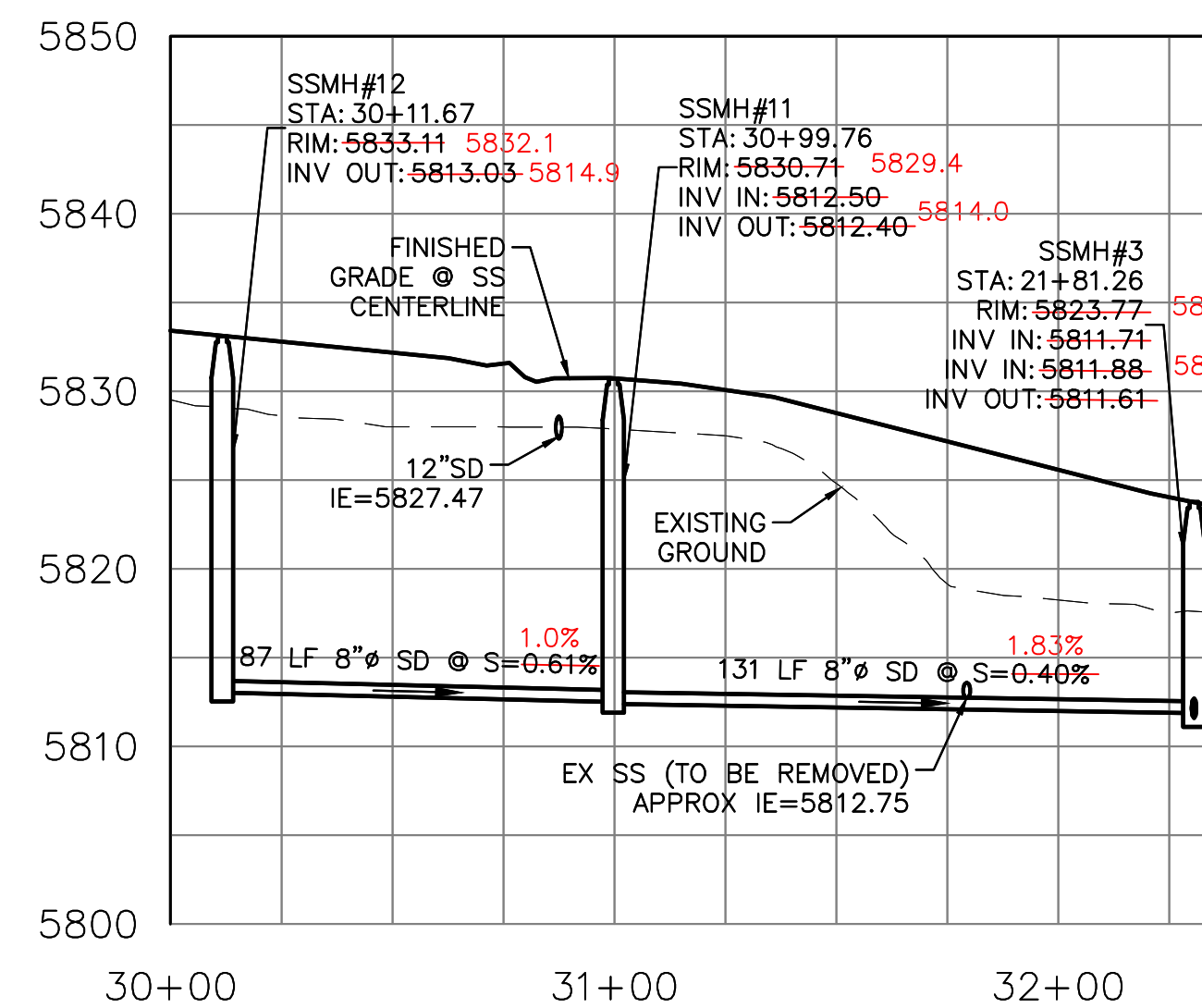
RIGHT-OF-WAY
UTILITY EASEMENT
SEWER MAIN
SEWER SERVICE
SEWER MANHOLE
JOINT UTILITY TRENCH
TRANSFORMER

12" S
UT
TR



SEWER PROFILE (S2-LINE)

HORIZ: 1"=40'
VERT: 1"=10'

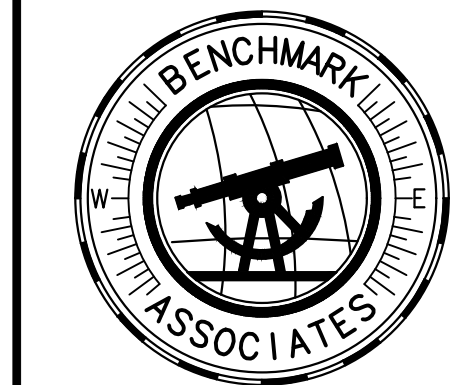


SEWER PROFILE (S3-LINE)

HORIZ: 1"=40'
VERT: 1"=10'

REVISIONS

No.	DESCRIPTION	DATE	BY
1	CITY COMMENTS	6/11/21	PLJ



PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 100 BELL DRIVE
KETCHUM, IDAHO 83340
(208) 726-9512
FAX 726-9514
WEB: WWW.BMA5B.COM
MAIL: WWW.BMA5B.COM

SEWER PLAN & PROFILE

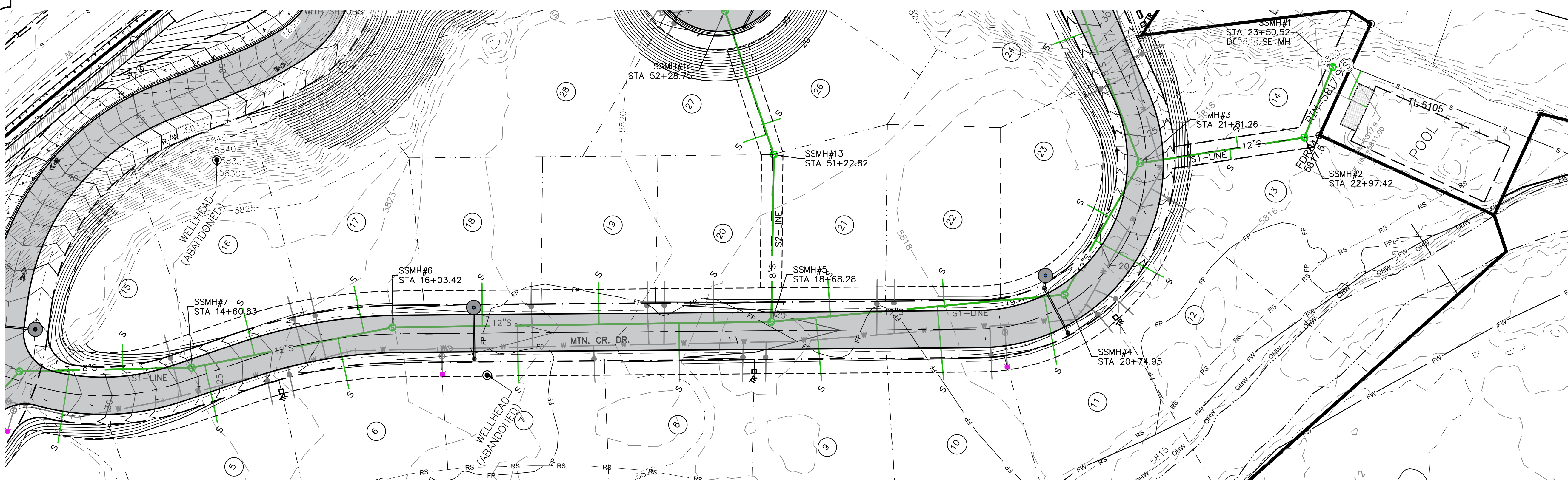
WARM SPRINGS RANCH, BL 1
T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO

PREPARED FOR: BRENNAN HOLDINGS, LLC.

DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY: SB
DATE: 5/20/2021
PROJECT NO.: 20071

DRAWING NO.

UT1



MTN. CREEK DR. SEWER PLAN (S1-LINE)

SEWER SERVICE LOCATION		SEWER SERVICE LOCATION	
LOT #	STATION (S1-LINE)	LOT #	STATION (S2-LINE)
15	14+13.07	20	18+28.83
5	14+70.73	9	19+00.42
16	15+06.20	21	19+10.43
6	15+65.47	10	19+85.37
17	15+84.21	22	19+90.35
18	16+67.28	11	20+60.44
7	16+91.92	12	21+19.26
19	17+48.64	23	21+38.36
8	18+04.56	13	22+45.57
		14	22+51.23

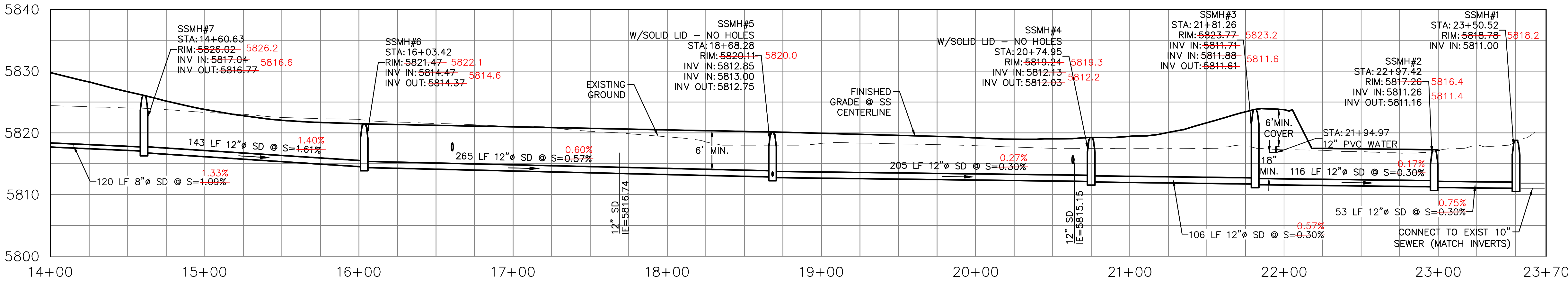
SANITARY SEWER SYSTEM LEGEND

- RIGHT-OF-WAY
UTILITY EASEMENT
SEWER MAIN
SEWER SERVICE
SEWER MANHOLE
JOINT UTILITY TRENCH
TRANSFORMER

- — —
— 12" S
● S
— UT
□ TR

RECORD DRAWINGS

This record drawing has been prepared, in part, based upon information furnished by others. While this information is believed to be reliable, the DESIGN PROFESSIONAL cannot assure its accuracy, and thus is not responsible for the accuracy of this record drawing or for any errors or omissions which may have been incorporated into it as a result. Those relying on this record document are advised to obtain independent verification of its accuracy before applying it for any purpose.
Date: 10/11/2021
BENCHMARK ASSOCIATES, P.A.



MTN. CREEK DR. SEWER PROFILE (S1-LINE)

HORIZ: 1"=40'
VERT: 1"=10'

PROFESSIONAL ENGINEER
STATE OF IDAHO
PRINCE JOHANNESSEN
17661
5/20/21

REVISIONS		DATE	BY
No.	DESCRIPTION		
1	CITY COMMENTS	6/11/21	PLJ

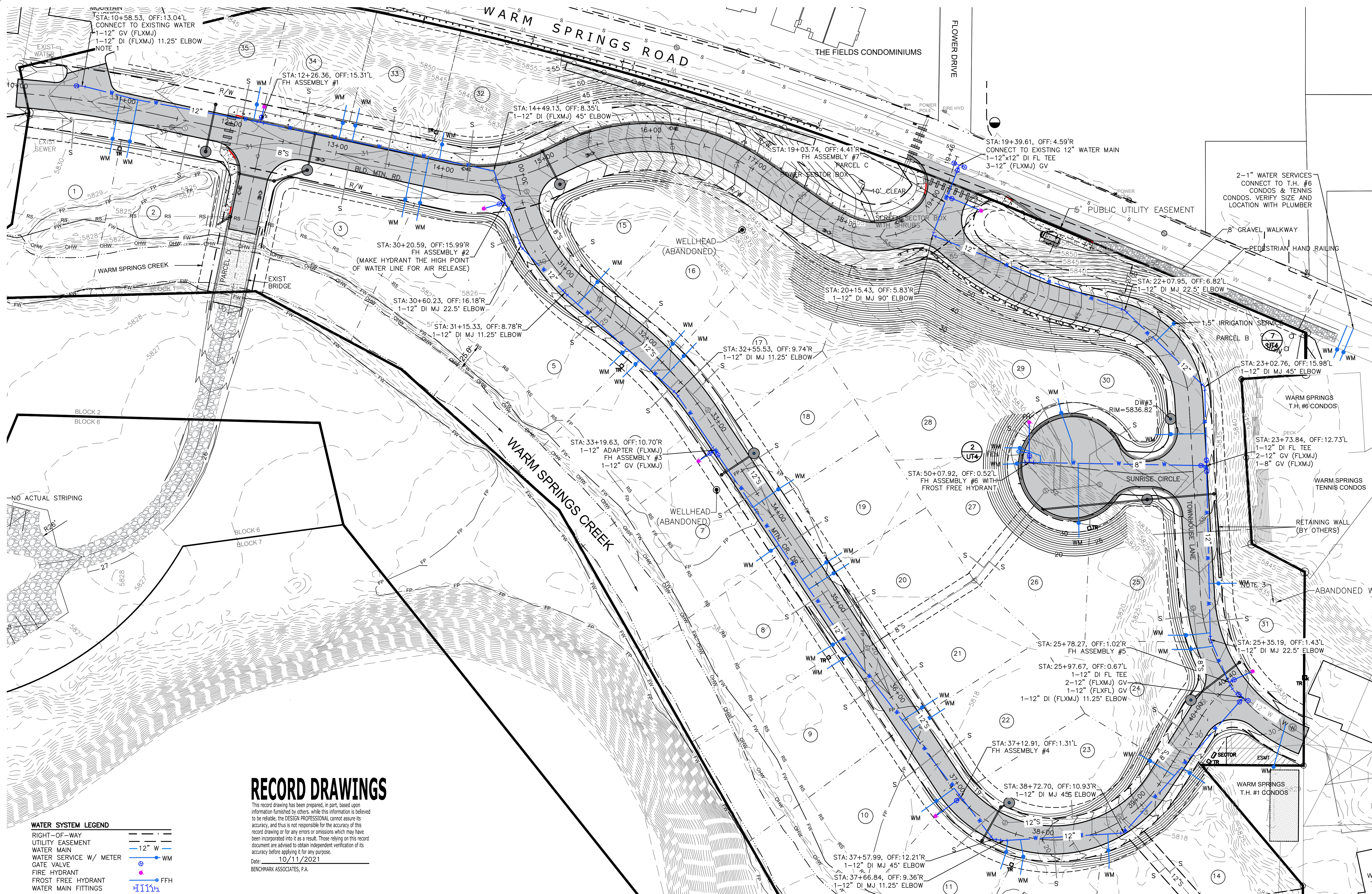
BENCHMARK ASSOCIATES, P.A.
PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 100 BELL DRIVE
KETCHUM, IDAHO 83340
(208) 726-9512
FAX 726-9514
WEB: WWW.BMA5B.COM
MAIL: WWW.BMA5B.COM

SEWER PLAN & PROFILE
WARM SPRINGS RANCH, BL 1
T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO
PREPARED FOR: BRENNAN HOLDINGS, LLC.

DRAWN BY:	PLJ
DESIGNED BY:	PLJ
CHECKED BY:	CL
DATE:	5/20/2021
PROJECT NO.:	20071

DRAWING NO.

UT2



WATER SYSTEM LEGEND

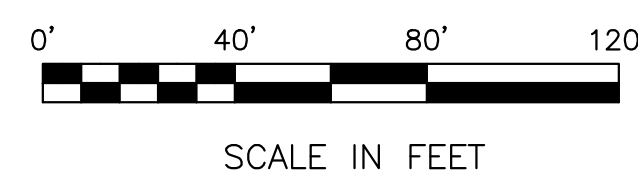
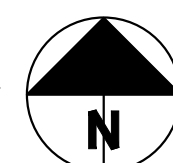
- RIGHT-OF-WAY
- UTILITY EASEMENT
- WATER MAIN
- WATER SERVICE W/ METER
- GATE VALVE
- FIRE HYDRANT
- FROST FREE HYDRANT
- WATER MAIN FITTINGS
- JOINT UTILITY TRENCH
- TRANSFORMER

RECORD DRAWINGS

This record drawing has been prepared, in part, based upon information furnished by others. While this information is believed to be reliable, the DESIGN PROFESSIONAL cannot assure its accuracy, and thus is not responsible for the accuracy of this record drawing or for any errors or omissions which may have been incorporated into it as a result. Those relying on this record document are advised to obtain independent verification of its accuracy before applying it for any purpose.

Date: 10/11/2021
BENCHMARK ASSOCIATES, P.A.

WATER PLAN



PROFESSIONAL ENGINEER
STATE OF IDAHO
PHILIP JOHANNESSEN
17661
5/20/21

REVISIONS	No.	DESCRIPTION	DATE	BY
	1	CITY COMMENTS	6/11/21	PLJ

BENCHMARK ASSOCIATES
PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 100 BELL DRIVE
KETCHUM, IDAHO 83340
(208) 726-9512
FAX: 726-9514
WEB: WWW.BMA5B.COM
MAIL: WWW.BMA5B.COM

WATER PLAN
WARM SPRINGS RANCH, BL 1
T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO
PREPARED FOR: BRENNAN HOLDINGS, LLC.

DRAWN BY:	PLJ
DESIGNED BY:	PLJ
CHECKED BY:	CL
DATE:	5/20/2021
PROJECT NO.:	20071

DRAWING NO.
UT3

**BYLAWS
OF
WARM SPRINGS RANCH RESIDENCES OWNERS'
ASSOCIATION, INC.**



TABLE OF CONTENTS

Article 1 – FORMATION OF THE CORPORATION

Section 1.1	Formation.	1
Section 1.2	Registered Office.	1
Section 1.3	Principal Office; Other Offices.	1
Section 1.4	Corporate Seal.	1
Section 1.5	Declaration.	2
Section 1.6	Other Definitions.	2

Article 2 – MEMBERSHIP; VOTING RIGHTS

2

Article 3 – MEMBERS’ MEETINGS

2

Section 3.1	Place of Meetings.	2
Section 3.2	Annual Meetings.	2
Section 3.3	Special Meetings.	3
Section 3.4	Notice of Meetings.	3
Section 3.5	Waiver of Notice.	3
Section 3.6	Quorum.	3
Section 3.7	Adjournment and Notice of Adjourned Meetings.	4
Section 3.8	Proxies.	4
Section 3.9	Voting Rights.	4
Section 3.10	Corporation’s Acceptance of Votes.	5
Section 3.11	List of Members.	5
Section 3.12	Conduct of Meeting.	6
Section 3.13	Action Without Meeting.	6
Section 3.14	Nomination of Directors.	6

Article 4 – DIRECTORS

Section 4.1	Powers.	7
Section 4.2	Variable Range-Size Board; Qualifications.	7
Section 4.3	Term.	7
Section 4.4	Resignation.	7
Section 4.5	Removal by Members.	7
Section 4.6	Removal by Board.	8
Section 4.7	Removal Arising out of Court Action.	8
Section 4.8	Newly Created Directorships and Vacancies.	8
Section 4.9	Meetings.	8
Section 4.10	Quorum and Voting.	9
Section 4.11	Action Without a Meeting.	9
Section 4.12	Conduct of Meetings.	9
Section 4.13	Fees and Compensation.	10
Section 4.14	Standards for Directors.	10
Section 4.15	Powers and Duties of Board.	10
Section 4.16	Committees.	11

Article 5 – OFFICERS

Section 5.1	Offices Designated.	11
-------------	---------------------	----



Section 5.2	Tenure and Duties of Officers.	11
Section 5.3	Resignations.	12
Section 5.4	Removal.	12
Section 5.5	Compensation.	12
Section 5.6	Standards of Conduct.	12
Section 5.7	Joint Signatures	13
 Article 6 – ASSESSMENTS		
Section 6.1	Liability for Assessments; Collection.	13
 Article 7 – INDEMNIFICATION OF DIRECTORS AND OFFICERS		
Section 7.1	Scope of Indemnification.	14
Section 7.2	Mandatory Indemnification of Directors.	14
Section 7.3	Further Indemnification of Directors.	14
Section 7.4	Advance for Expenses.	15
Section 7.5	Determination of Indemnification.	15
Section 7.6	Indemnification of Officers.	15
Section 7.7	Insurance.	15
Section 7.8	Definitions.	15
Section 7.9	Amendments.	16
Section 7.10	Saving Clause.	16
 Article 8 – NOTICES		
Section 8.1	Methods of Notice.	16
Section 8.2	Notice to Corporation.	16
Section 8.3	Effective Date of Notice.	16
Section 8.4	Address Unknown.	17
Section 8.5	Affidavit of Mailing.	17
Section 8.6	Failure to Receive Notice.	17
Section 8.7	Exception to Notice Requirement.	17
 Article 9 – RECORDS AND REPORTS		
Section 9.1	Corporate Records.	18
 Article 10 – GENERAL PROVISIONS		
Section 10.1	Amendment by Board of Directors or Members.	18
Section 10.2	Interpretation; Severability.	18
Section 10.3	Fiscal Year.	19
Section 10.4	Proof of Membership.	19
Section 10.5	Absentee Ballots.	19
Section 10.6	Reserves.	19



**BYLAWS
OF
WARM SPRINGS RANCH RESIDENCES OWNERS' ASSOCIATION, INC.**

THESE BYLAWS of the Warm Springs Ranch Residences Owners' Association, Inc., an Idaho nonprofit corporation, were adopted and are effective as of the ____ day of _____, 2021. Capitalized terms used and not otherwise defined herein have the meanings set forth on in the Declaration, as defined herein in Section 1.5.

**Article 1
FORMATION OF THE CORPORATION**

Section 1.1 Formation.

On _____, the Corporation was organized as an Idaho nonprofit corporation by executing and delivering the Articles of Incorporation to the Idaho Secretary of State in accordance with and pursuant to the Act.

Section 1.2 Registered Office.

The registered office of the Warm Springs Ranch Residences Owners' Association, Inc. (the "**Corporation**") required by the Idaho Nonprofit Corporation Act ("**Act**") to be continuously maintained in the state of Idaho may, but need not, be the same as any of its principal places of business in the state of Idaho. In any case, the Corporation's registered office shall be the business office of the registered agent required by the Act to be continuously maintained in the state of Idaho. The address of the registered office may be changed from time to time by the Board of Directors or the President of the Corporation by delivering a statement to the Idaho Secretary of State containing the information acquired by the Act or by indicating such change in the annual report required by the Act to be filed with the Secretary of State.

Section 1.3 Principal Office; Other Offices.

The principal office of the Corporation shall be 675 Sun Valley Road, Suite A, Ketchum, Idaho. The Corporation may also have and maintain an office or principal place of business in Idaho, or at such other place as may be fixed by the Board of Directors, and may also have offices at such other places, both within and without the state of Idaho, as the Board of Directors may from time to time determine or the business of the Corporation may require.

Section 1.4 Corporate Seal.

The Corporation may have a corporate seal, which may be altered at will by the Board of Directors. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.



Section 1.5 Declaration.

The “**Declaration**” shall mean, collectively, the Declaration of Covenants, Conditions and Restrictions for the Warm Springs Ranch Residences and any amendments or supplements recorded or to be recorded pursuant thereto, and applicable to the development commonly known and referred to as the Warm Springs Ranch Residences located in the County of Blaine, State of Idaho, legally described as set forth in **Exhibit “A”** attached hereto.

Section 1.6 Other Definitions.

Each and every definition set forth in Article 1 of the Declaration shall have the same meaning herein as therein, and each and every such definition is incorporated by reference herein and made a part hereof.

Article 2 MEMBERSHIP; VOTING RIGHTS

The qualification for membership, the classes of membership and the voting rights of members shall be as set forth in Article 5 of the Declaration, all of which are hereby incorporated by reference herein as if set forth in full.

Article 3 MEMBERS’ MEETINGS

Section 3.1 Place of Meetings.

The Board of Directors may designate any place, either within or without the state of Idaho, as the place of meeting for any annual meeting or for any special meeting of members called by or at the direction of the Board of Directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place, either within or without the state of Idaho, as the place for the holding of such meeting. If no place is designated by the Board of Directors or if a special meeting be called otherwise than by or at the direction of the Board of Directors, the place of meeting shall be the principal office of the Corporation.

Section 3.2 Annual Meetings.

The annual meeting of the members of the Corporation shall be held on the fourth Monday (or the following day, should this fall on a legal holiday) in the month of December in each year at 3:00 p.m., at the principal office, or on such other date and at such other time which may from time to time be designated by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. The failure to hold an annual meeting at the time stated or otherwise designated as provided herein shall not affect the validity of any corporate action.



Section 3.3 Special Meetings.

Special meetings of the members of the Corporation may be called at any time, for any purpose or purposes, by a majority of the quorum of the Board of Directors or the President of the Corporation or by the holders of at least twenty five percent (25%) of the votes entitled to be cast on any issue proposed to be considered at the meeting (provided that such holders sign, date and deliver to the Corporation one or more written demands for the meeting describing the purpose(s) for which it is to be held) or by the person or persons authorized to do so by the Articles of Incorporation. Special meetings of the members of the Corporation may not be called by any other person or persons.

Section 3.4 Notice of Meetings.

The Corporation shall notify members of the date, time and place of each annual and special members' meeting and, in case of a special meeting, a description of the purpose or purposes for which the meeting is called, no fewer than ten (10) nor more than sixty (60) days before the meeting date. Unless otherwise required by law or the Articles of Incorporation, the Corporation is required to give notice of a meeting only to members entitled to vote at the meeting. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called. Only business within the purpose(s) described in the special meeting notice may be conducted at such special meeting. Notice shall be given to each member at either: (i) the address of their respective unit; or (ii) the address supplied by the member to the Corporation.

Section 3.5 Waiver of Notice.

Notice of any meeting of members may be waived in writing, signed by the person entitled to notice thereof and delivered to the Corporation for inclusion in the corporate minutes or filing with the corporate records, either before or after the date and time stated in the notice. A member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and further waives objection to consideration of a particular matter at the meeting that is not within the purpose of purposes described in the meeting notice unless the member objects to considering the matter when it is presented. Any member so waiving notice of such meeting shall be bound by the proceedings of any such meeting in all respects as if due notice hereof had been given.

Section 3.6 Quorum.

Unless the Act or the Articles of Incorporation impose a greater requirement, twenty percent (20%) of the votes, represented in person or by proxy, entitled to be cast on a matter shall constitute a quorum. Unless one-third ($\frac{1}{3}$) or more of the voting power is present in person or by proxy, the only matters that may be voted upon at an annual or special meeting of members are those matters that are enumerated in the meeting notice.



Section 3.7 Adjournment and Notice of Adjourned Meetings.

Any meeting of members at which a quorum is not present may be adjourned to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called. Any meeting of members at which a quorum is present, whether annual or special, may be adjourned from time to time by the vote of a majority of the votes entitled to be cast at the meeting not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called. If an annual or special members' meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is or must be fixed, however, notice of the adjourned meeting must be given under this Section to persons who are members as of the new record date. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting.

Section 3.8 Proxies.

At all meetings of members, a member may vote either in person or by proxy. A member may appoint a proxy to vote or otherwise act for the member by signing an appointment form or by an electronic transmission, either personally or by the member's attorney-in-fact. The electronic transmission must contain or be accompanied by information from which one can reasonably verify that the member, the member's agent, or the member's attorney-in-fact authorized the transmission. An appointment of proxy is effective upon receipt, before or at the time of the meeting, by the inspector of election or the officer or agent of the Corporation authorized to tabulate votes. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the appointment form, but in no event can be valid for more than three (3) years. An appointment of a proxy is revocable in accordance with the provisions of the Act. The death or incapacity of the member appointing a proxy does not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the inspector of election or the officer or agent of the Corporation authorized to tabulate votes before the proxy exercises the proxy's authority under the appointment. Subject to the acceptance of votes and to any express limitation on the proxy's authority stated in the appointment form or electronic transmission, the Corporation is entitled to accept the proxy's vote or other action as that of the member making the appointment. Proxy voting shall not be permitted when member votes are solicited by written ballot to be cast without a meeting.

Section 3.9 Voting Rights.

Except as otherwise provided by law, only persons in whose names shares stand on the records of the Corporation on the record date, as provided in these Bylaws, shall be entitled to vote on any matter. Except as otherwise provided in the Declaration or the Articles of Incorporation, each member is entitled to one (1) vote on each matter voted on at a members' meeting. If a quorum exists, action on a matter, other than the election of directors, is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation or the Act require a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, directors are elected by a plurality of the votes cast by the shares entitled to vote in



the election at a meeting at which a quorum is present. Members shall have no right to cumulate their votes for directors except as provided in the Declaration.

Section 3.10 Corporation's Acceptance of Votes.

1. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a member, the Corporation if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member.
2. If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its member, the Corporation if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member if:
 - a. The member is an entity and the name signed purports to be that of an officer or agent of the entity;
 - b. The name signed purports to be that of an administrator, executor, guardian, or conservator representing the member and, if the Corporation requests, evidence of fiduciary status acceptable to the Corporation has been presented with respect to the vote, consent, waiver, or proxy appointment;
 - c. The name signed purports to be that of a receiver or trustee in bankruptcy of the member and, if the Corporation requests, evidence of this status acceptable to the Corporation has been presented with respect to the vote, consent, waiver, or proxy appointment;
 - d. The name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the member and, if the Corporation requests, evidence acceptable to the Corporation of the signatory's authority to sign for the member has been presented with respect to the vote, consent, waiver, or proxy appointment;
 - e. Two or more persons are the member as cotenants or fiduciaries and the name signed purports to be the name of at least one of the co-owners and the person signing appears to be acting on behalf of all the co-owners.
3. The Corporation is entitled to reject a vote, consent, waiver, or proxy appointment if the inspector of election or the officer or agent of the Corporation authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.

Section 3.11 List of Members.

After fixing a record date for a meeting, the Corporation shall prepare an alphabetical list of the names of all its members who are entitled to notice of such meeting. The list must show the address and the number of votes each member is entitled to. The members' list must be available for inspection by any member, beginning two (2) business days after notice of the meeting is given and continuing through the meeting, at the Corporation's principal office or at a place identified



in the meeting notice in the city where the meeting will be held. A member, a member's agent, or attorney is entitled on written demand to inspect and subject to the requirements of Act, to copy the list, during regular business hours and at the member's expense, during the period it is available for inspection. The Corporation shall make the members' list available at the meeting; and any member, member's agent, or attorney is entitled to inspect the list at any time during the meeting or any adjournment. Refusal or failure to prepare or make available the members list does not affect the validity of action taken at the meeting.

Section 3.12 Conduct of Meeting.

At every meeting of members, the Presidents, or, if a Chairman has not been appointed or is absent, the President or, if the President is absent, the most senior executive officer present, or in the absence of any such officer, a chairman of the meeting chosen by a majority in interest of the members entitled to vote, present in person or by proxy, shall act as chairman. The Secretary shall act as secretary of the meeting. The order of business shall be as follows: (i) roll call; (ii) proof of notice of meeting or waiver of notice; (iii) reading of minutes of preceding meeting; (iv) reports of board of officers; (v) election of directors, if any are to be elected; (vi) unfinished business; and (vii) new business. The meeting shall proceed in parliamentary procedure, as determined and adopted by the Board.

Section 3.13 Action Without Meeting.

Action required or permitted by Act to be taken at a members' meeting may be taken without a meeting if the action is taken by at least eighty percent (80%) of the members entitled to vote on the action. No written consent shall be effective to take the corporate action unless, within sixty (60) days of the earliest date appearing on a consent delivered to the Corporation in the manner required by Section 30-3-49, Idaho Code, written consents signed by at least eighty percent (80%) of the members entitled to vote on the action are received by the corporation. The action must be evidenced by one (1) or more written consents bearing the date of signature and describing the action taken, signed by at least eighty percent (80%) of members entitled to vote on the action, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A consent signed under this Section has the effect of a meeting vote and may be described as such in any document.

Section 3.14 Nomination of Directors.

Nominations of persons for election to the Board of Directors of this Corporation at the annual meeting of members may be made at such meeting by or at the direction of the Board of Directors, or by any nominating committee or person appointed by the Board of Directors. Election to the Board shall be by secret ballot. At such election, the members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to cast under the provisions of the Bylaws. The candidates receiving the highest number of votes shall be deemed elected.



Article 4

DIRECTORS

Section 4.1 Powers.

All corporate powers shall be exercised by or under the authority, and the business and affairs of the Corporation shall be managed by or under the direction, of the Board of Directors, subject to any limitations set forth in the Articles of Incorporation or any agreement authorized under the Act.

Section 4.2 Variable Range-Size Board; Qualifications.

The authorized number of directors of the Corporation may range between three (3) and seven (7), and the number of directors may be increased or decreased from time to time by amendment to or in the manner provided by law or in these Bylaws by the Board of Directors or the members. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director. A director need not be a resident of the state of Idaho or a member of the Corporation unless so required by the Articles of Incorporation. If for any cause the directors shall not have been elected at an annual meeting, they may be elected as soon thereafter as convenient at a special meeting of the members called for that purpose in the manner provided by law or in these Bylaws. The cumulative voting provisions of the Declaration are incorporated by reference.

Section 4.3 Term.

Directors' terms shall be staggered. Directors are elected at each annual meeting of the members and shall serve a term of two (2) years. Despite the expiration of the director's term, a director shall continue to serve until the director's successor is duly elected and qualifies, or until there is a decrease in the number of directors, or until the director's earlier death, resignation or removal.

Section 4.4 Resignation.

A director may resign at any time by delivering written notice to the Board of Directors, its chairman, or the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date, in which event the resignation shall become effective at such later time. Unless specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective.

Section 4.5 Removal by Members.

The member may remove one (1) or more directors with or without cause unless the Articles of Incorporation provide that director may be removed only for cause. If cumulative voting is authorized, a director may not be removed if the number of votes sufficient to elect the director under cumulative voting is voted against the director's removal. If cumulative voting is not authorized, a director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast not to remove the director. A director may be removed by the members only at a meeting called for the purpose of removing the director; and the meeting notice must state that the purposes, or one of the purposes, of the meeting is removal of the director.



Section 4.6 Removal by Board.

The Board shall have the power and authority to remove a Director without cause by the vote of two thirds ($\frac{2}{3}$) of the directors then in office and subject to the provisions of Section 30-3-70, Idaho Code, and declare his or her position vacant if he or she: (i) has been declared of unsound mind by a final court order; (ii) has been convicted of a felony; (iii) fails to attend two consecutive regular meetings of the Board of Directors that have been duly noticed and regularly scheduled; or (iv) becomes more than sixty (60) days delinquent in payment of any assessment.

Section 4.7 Removal Arising out of Court Action.

In the event that there is a final judgment or order of any court concluding that a director has breached his or her duties, the Board shall consult with counsel as to whether or not that court determination requires a declaration of vacancy.

Section 4.8 Newly Created Directorships and Vacancies.

Unless the Articles of Incorporation provide otherwise, newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause may be filled by the affirmative vote of a majority of the remaining directors then in office even if they constitute fewer than a quorum of the authorized Board of Directors or may be filled by the members. A director elected to fill a vacancy shall be elected for the unexpired term of the director's predecessor in office.

Section 4.9 Meetings

1. Regular Meetings. The regular meeting of the Board of Directors shall be held no less than quarterly. Notice of the date, time and place of the meeting of the Board (except emergencies) shall be given to the members at least four (4) days prior to the meeting. Such notice shall be given by posting at the Corporation's office, by mail or delivery of the notice to each residence, email, or by newsletter or similar means of communication, as enumerated in Article 8 herein. Any attendance by a member shall constitute waiver of notice.
2. Place of Meetings. Regular and special meetings of the Board of Directors, or of any committee designated by the Board, may be held at any place within or without the state of Idaho, as determined by the Board.
3. Telephone Meetings. Unless the Articles of Incorporation provide otherwise, any member of the Board of Directors, or of any committee thereof, may participate in a regular or special meeting by, or conduct the meeting through the uses of, any means of conference telephone or similar communications equipment by which all directors participating in the meeting may simultaneously hear each other during the meeting. A director participating in a meeting by such means is deemed to be present in person at such meeting.
4. Special Meetings. Special meetings of the Board shall be held when called by the president of the Corporation, or by any two (2) directors, after not less than three (3) days prior notice



to each director, which notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be posted in the manner prescribed for notice of regular meetings not less than seventy-two (72) hours prior to the scheduled time of the meeting.

5. Waiver of Notice. A director may waive any notice required by the Act, the Articles of Incorporation or these Bylaws at any time before or after the date and time stated in the notice. Except as otherwise provided, such waiver must be signed by the director and filed with the minutes or corporate records. The attendance of a director at or participation in a meeting shall constitute a waiver of notice of such meeting unless the director, at the beginning of the meeting, or promptly upon the director's arrival, objects to holding the meeting or transacting any business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

Section 4.10. Quorum and Voting.

1. Quorum. Unless the Articles of Incorporation or these Bylaws require a greater number or unless otherwise specifically provided by the Act, a quorum of the Board of Directors consists of (a) a majority of the fixed number of directors if the Corporation has a fixed board size or (b) a majority of the number of directors prescribed, or if no number is prescribed the number in office immediately before the meeting begins, if the Corporation has a variable-range size board.
2. Majority Vote. If a quorum is present when a vote is taken, the affirmative vote of the majority of the directors present shall be the act of the Board of Directors, unless the Articles of Incorporation or these Bylaws require the vote of a greater number of directors.

Section 4.11 Action Without a Meeting.

Unless otherwise provided by the Articles of Incorporation or these Bylaws, any action required or permitted by the Act to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if the action is taken by all members of the Board if each Director signs a consent describing the action to be taken and delivers it to the Corporation. Action taken under this Section is the act of the Board of Directors when one or more consents signed by all Directors are delivered to the Corporation. The consent may specify the time at which the action taken thereunder is to be effective. A director's consent may be withdrawn by a revocation signed by the director and delivered to the Corporation prior to the delivery to the Corporation of unrevoked written consents signed by all of the Directors. A consent signed under this Section has the effect of action taken at a meeting of the Board of Directors and may be described as such in any document.

Section 4.12 Conduct of Meetings.

Regular and special meetings of the Board shall be open to all members of the Corporation; provided, however that Corporation members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board. The Board may, with the approval of a majority of a quorum of the members of the



Board, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Corporation is or may become involved and orders of business of a similar or otherwise sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 4.13 Fees and Compensation.

No director shall receive any compensation for any service rendered to the Corporation; provided, however, any director may be reimbursed for actual out-of-pocket expenses incurred in the performance of duties. All claims for reimbursement must be accompanied by receipt or invoice and signed and dated by the director claiming the expense.

Section 4.14 Standards for Directors.

Each member of the Board of Directors, when discharging the duties of a director, shall act in good faith and in a manner the director reasonably believes to be in the best interests of the Corporation. The members of the Board of Directors or a committee of the Board, when becoming informed in connection with their decision-making function or devoting attention to their oversight function, shall discharge their duties with the care that a person in a like position would reasonably believe appropriate under similar circumstances. In discharging board or committee duties, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by:

1. One (1) or more officers or employees of the Corporation whom the director reasonably believes to be reliable and competent functions performed or the information, opinion, reports, or statements provided;
2. Legal counsel, public accountants or other persons retained by the Corporation, as to matters involving skills or expertise the director reasonably believes are matters:
 - a. Within the particular person's professional or expert competence; or
 - b. As to which the particular person merits confidence; or
 - c. A committee of the Board of which the director is not a member if the director reasonably believes the committee merits confidence.

Section 4.15 Powers and Duties of Board.

1. Powers. The Board shall have all powers conferred upon the Corporation as set forth herein and, in the Declaration, excepting only those powers expressly reserved to the members.
2. Duties. It shall be the duty of the Board: (i) to cause to be kept a completed record of all of its acts and doings and to present a statement thereof to the members at each annual meeting of the members, or at any special meeting when such statement is requested in writing by members; (ii) to supervise all officers, agents and employees of the Corporation, and to see that their duties are properly performed; and (iii) to delegate its powers as provided in the Declaration and these Bylaws.



Section 4.16. Committees

Unless the Articles of Incorporation, the Act, or these Bylaws provide otherwise, the Board of Directors may create one or more committees and appoint one or more members of the Board of Directors to serve on any such committee. Each committee must have two or more members, each of whom shall serve at the pleasure of the Board of Directors.

Article 5 OFFICERS

Section 5.1 Offices Designated.

The offices of the Corporation may consist of a President, a Vice President, a Secretary and a Treasurer, each of whom shall be designated by the Board of Directors in accordance with these Bylaws. The Board of Directors or the President may appoint such other officers as may be deemed necessary or desirable. With the exception of the Secretary and Treasurer, as well as additional appointed offices, no officer may simultaneously hold more than one office. The President and Vice President shall at all times be members of the Board.

Section 5.2 Tenure and Duties of Officers.

1. Election of Officers. The election of officers shall take place annually at the meeting of the Board following each annual meeting of the members.
2. Term of Office. Each officer shall hold office for one year unless the officer shall sooner resign, or shall be removed, or shall otherwise be or become disqualified to serve. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.
3. The President. The President shall be the principal executive officer of the Corporation and subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. The President shall, when present, preside at all meetings of the Board of Directors and shall see that all orders or resolutions of the Board are carried out. The President may sign all leases, deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or shall be required by law to be otherwise signed or executed.
4. The Vice President. In the absence of the President or in the event of the President's removal, resignation, death, or inability or refusal to act, the Vice President shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President, and shall perform other duties as from time to time may be assigned to the Vice President by the Board of Directors.
5. The Treasurer. The Treasurer shall: (i) have charge and custody of and be responsible for



all funds of the Corporation; (ii) receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories; (iii) co-sign all checks and promissory notes of the Corporation; (iv) keep proper books of account; (v) cause an annual operating statement reflecting income and expenditures of the Corporation for its fiscal year to be prepared and shall cause copies of said statement to be distributed to each member within sixty (60) days after the end of such fiscal year; and (vi) cause an annual budget to be prepared and presented to each member.

6. The Secretary. The Secretary shall: (i) attend all meetings and keep the minutes of the meetings and other proceedings of the members and of the Board of Directors in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (iii) be custodian of and responsible for maintenance and authentication of the corporate records as required to be kept pursuant to the Act; (iv) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and (v) in general perform all duties commonly incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Board of Directors.

Section 5.3 Resignations.

Any officer may resign at any time by delivering written notice to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date time, in which event the resignation shall become effective at such later time. If the Board or appointing officer accepts the future effective time, the Board or the appointing officer may fill the pending vacancy before the effective time if the Board or the appointing officer provides that the successor does not take office until the effective time. Unless otherwise specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective.

Section 5.4 Removal.

An officer may be removed at any time without or without cause by the Board of Directors, or by any other officer if authorized by these Bylaws or the Board.

Section 5.5 Compensation.

No officer shall receive any compensation for any service rendered to the Corporation; provided, however, any officer may be reimbursed for actual out-of-pocket expenses incurred in the performance of duties. All claims for reimbursement must be accompanied by receipt or invoice and signed and dated by the officer claiming the expense.

Section 5.6 Standards of Conduct.

1. An officer when performing in such capacity, shall act:
 - a. In good faith;
 - b. With the care that a person in a like position would reasonably exercise under similar circumstances; and



- c. In a manner the officer reasonably believes to be in the best interests of the Corporation.
- 2. In discharging those duties an officer who does not have knowledge that makes reliance unwarranted, is entitled to rely on:
 - a. The performance of properly delegated responsibilities by one (1) or more employees of the Corporation whom the officer reasonably believes to be reliable and competent in performing the responsibilities delegated; or
 - b. Legal counsel, public accountants, or other persons retained by the Corporation as to matters involving skill or expertise the officer reasonably believes are matters:
 - i. Within the particular person's professional or expert competence; or
 - ii. As to which the particular person merits confidence.
- 3. An officer shall not be liable to the Corporation or its members for any decision to take or not to take action; or any failure to act, as an officer, if the duties of the office are performed in compliance with this section. Whether an officer who does not comply with this section shall have liability will depend in such instance on applicable law, including those principles of section 30-3-85, Idaho Code, that have relevance.

Section 5.7 Joint Signatures.

Unless the Board authorizes more stringent requirements, any check or other negotiable instrument issued by the Corporation shall require the joint signatures of any two of the following officers: the president, the chief financial officer, and the secretary, provided that under all circumstances the withdrawal of any money from the Corporation reserve accounts shall require the signatures of at least two people who shall either be members of the board or one member of the Board and one officer who is not a member of the Board. For all purposes herein, "reserve account" shall mean money that the Corporation's Board has identified from its annual budget for use to defray the future repair of, replacement of, or additions to those major components that the Corporation is obligated to maintain.

Article 6 ASSESSMENTS

Section 6.1 Liability for Assessments; Collection.

As more fully provided in Article VI of the Declaration, each member is obliged to pay to the Corporation annual and special assessments to be collected as therein set forth, all of which are hereby incorporated by reference herein.



Article 7

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 7.1 Scope of Indemnification.

The Corporation may indemnify and advance funds to or for the benefit of the directors and officers of the Corporation to the fullest extent permitted by the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than the Act permitted the Corporation to provide prior to such amendment). (Idaho Code § 30-3-88).

Section 7.2 Mandatory Indemnification of Directors.

The Corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the individual was a director of the Corporation against reasonable expenses incurred by the director in connection with the proceeding. (Idaho Code § 30-3-88).

Section 7.3 Further Indemnification of Directors.

1. Except as otherwise provided in this Section, a Corporation may indemnify an individual who is a party to a proceeding because the individual is a director against liability incurred in the proceeding if:
 - a. The director's conduct was in good faith; and
 - b. The director reasonably believed:
 - i. In case of conduct in the director's official capacity, that the director's conduct was in the best interests of the Corporation; and
 - ii. In all cases, that the director's conduct was at least not opposed to the best interests of the Corporation; and
 - iii. In the case of any criminal proceeding, the director had no reasonable cause to believe the conduct was unlawful.
2. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea or nolo contendere or its equivalent, is not, of itself, determinative that the director did not meet the relevant standard of conduct described in this Section.
3. Unless ordered by a court under Act, the Corporation may not indemnify a director in connection with a proceeding by or in the right of the Corporation, except for reasonable expenses incurred in connection with the proceedings if it is determined that the director has met the relevant standard of conduct under subsection (1) of this Section, or as otherwise prescribed in Section 30-3-88, Idaho Code.



Section 7.4 Advance for Expenses.

1. The Corporation shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding if the director delivers to the Corporation:
 - a. A written affirmative of the director's good faith belief that the director has met the relevant standard of conduct described in Section 7.3; and
 - b. The director's written undertaking to repay any funds advanced if the director is not entitled to mandatory indemnification, and it is ultimately determined that s/he has not met the relevant standard of conduct described in Section 7.3.
2. The undertaking required by subsection (1)(b) of this Section must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to the financial ability of the director to make repayment.

Section 7.5 Determination of Indemnification.

1. The Corporation may not indemnify a director under Section 7.3, unless a determination has been made that indemnification of the director is permissible because the director has met the relevant standard of conduct set forth in Section 7.3.
2. The determination shall be made in accordance with Section 30-3-88(4), Idaho Code.

Section 7.6 Indemnification of Officers.

The Corporation may indemnify and advance expenses to an officer of the Corporation who is a party to a proceeding because the individual is an officer of the Corporation the same extent as a director.

Section 7.7 Insurance.

The Corporation may purchase and maintain insurance on behalf of an individual who is a director or officer of the Corporation, or who, while a director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign Corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a director or officer, whether or not the Corporation would have power to indemnify or advance expenses to the individual against such liability.

Section 7.8 Definitions.

Sections 7.1 through 7.8 of these Bylaws shall be defined in accordance with Section 30-3-88(8), Idaho Code.



Section 7.9 Amendments.

Any repeal or modification of this Article 7 shall only be prospective and shall not affect the rights under this Article 7 in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any director or officer.

Section 7.10 Saving Clause.

If this Article 7 of these Bylaws or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director and may nevertheless indemnify each officer to the full extent permitted by any applicable portion of this Article 7 that shall not have been invalidated, or by any other applicable law.

Article 7 NOTICES

Section 8.1 Methods of Notice.

1. Any notice under the Act or these Bylaws must be in writing unless oral notice is reasonable under circumstances. Notice by electronic transmission is written notice.
2. If oral notice is deemed reasonable, it may be communicated in person; by mail or other method of delivery; or by telephone, voice mail or other electronic means. If these forms of personal notice are impracticable, notice may be communicated by newspaper of general circulation in the area where published, or by radio, television or other form of public broadcast communication.
3. It shall not be necessary that the same method of giving notice be employed in respect of all directors or members: One permissible method may be employed in respect of any one or more directors or members; and any other permissible method or methods may be employed in respect of any other or others.

Section 8.2 Notice to Corporation.

Written notice to the Corporation may be addressed to its registered agent at its registered office or to the Corporation or its Secretary at its principal office shown in its most recent annual report filed with the Idaho Secretary of State.

Section 8.3 Effective Date of Notice.

1. Written notice by the Corporation to its member, if in a comprehensible form, is effective:
 - a. Upon deposit in the United States mail, if mailed postpaid and correctly addressed to the member's address shown in the Corporation's current record of members, or
 - b. When electronically transmitted to the member in a manner authorized by the member.



2. Except as provided above, written notice, if in a comprehensible form, is effective at the earliest of the following:
 - a. When received;
 - b. Five (5) days after its deposit in the United States mail, if mailed postpaid and correctly addressed;
 - c. On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.
3. Oral notice is effective when communicated if communicated in a comprehensible manner.

Section 8.4 Address Unknown.

If no address of a member or director be known, notice may be sent to the office of the Corporation required to be maintained pursuant to Section 8.2.

Section 8.5 Affidavit of Mailing.

An affidavit of mailing, executed by a duly authorized and competent employee of the Corporation, specifying the name and address or the names and addresses of the member or members, or director or directors, to whom any such notice or notices was or were given, and the time and method of giving the same, shall be conclusive evidence of the statements therein contained.

Section 8.6 Failure to Receive Notice.

The period or limitation of time within which any member may exercise any option or right, or enjoy any privilege or benefit, or be required to act, or within which any director may exercise any power or right, or enjoy any privilege, pursuant to any notice sent to the member in the manner above provided, shall not be affected or extended in any manner by the failure of such member or such director to receive such notice.

Section 8.7 Exception to Notice Requirement.

1. Whenever notice is required to be given under any provision of this chapter to any member, such notice shall not be required to be given if notice of two consecutive annual meetings, and all notices of meetings during the period between such two consecutive annual meetings, have been sent to such member at such member's address as shown on the records of the Corporation and have been returned undeliverable.
2. If any such member shall deliver to the Corporation a written notice setting forth such member's then-current address, the requirement that notice be given to such member shall be reinstated.



Article 9

RECORD AND REPORTS

Section 9.1 Corporate Records.

1. The Corporation shall keep as permanent records minutes of all meetings of its members and Board of Directors, a record of all actions taken by the members or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation.
2. The Corporation shall maintain appropriate accounting records.
3. The Corporation or its agent shall maintain a record of its members, in a form that permits preparation of a list of the names and addresses of all members, in alphabetical order by class of shares showing the number and class of shares held by each.
4. The Corporation shall keep a copy of the following records at its principal office:
 - a. Its Articles of Incorporation and all amendments to them currently in effect; and
 - b. Its Bylaws and all amendments to them currently in effect.

Article 10

GENERAL PROVISIONS

Section 10.1 Amendment by Board of Directors or Members.

1. The Corporation's members may amend or repeal these Bylaws only with the vote or written consent of members entitled to cast at least fifty-one percent (51%) of the voting power of the Corporation. Notwithstanding the aforementioned, the percentage of the voting power of the Corporation or of members necessary to amend a specific clause of provision in these Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision.
2. The Board of Directors may amend or repeal these Bylaws unless:
 - a. The Articles of Incorporation or the Act reserve this that power exclusively to the members in whole or part, or
 - b. The members in amending or repealing or adopting a bylaw expressly provide that the Board of Directors may not amend, or repeal, or reinstate that bylaw.

Section 10.2 Interpretation; Severability.

These Bylaws may contain any provision for managing the business and regulating the affairs of the Corporation that is not inconsistent with law, the Declaration, or the Articles of Incorporation. In the event any provision of these Bylaws is inconsistent with law, the Declaration, or the Articles of Incorporation, such law, Declaration, or Articles of Incorporation shall govern. If any one or more of the provisions contained in these Bylaws, or any application thereof, shall be invalid,



illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

Section 10.3 Fiscal Year.

The fiscal year of the Corporation shall be the same as a calendar year unless a different fiscal year is adopted by the members at a duly constituted meeting thereof.

Section 10.4 Proof of Membership.

No person shall exercise their rights of membership in the Corporation until satisfactory proof thereof has been furnished to the Secretary. Such proof may consist of either a copy of a duly executed and acknowledged grant deed or title insurance policy showing said person to be the owner of an interest in a condominium entitling the individual to membership. Such deed of policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

Section 10.5 Absentee Ballots.

The Board may make such provisions as it may consider necessary or desirable for absentee ballots.

Section 10.6 Reserves.

Any amounts collected by or paid to the Corporation in excess of operational needs shall be set aside as reserves for future financial needs in the manner set forth in the Declaration and shall be deposited into insured interest-bearing accounts. These sums may include amounts collected by Declarants from owners through purchase escrows representing capital contribution by such owners to the Corporation.

The foregoing Bylaws of the Warm Springs Ranch Owners' Association, Inc., an Idaho nonprofit Corporation, were adopted by the Board of Directors of the Corporation effective on the ____ day of _____, 2021.

Secretary



**DECLARATION ESTABLISHING
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WARM SPRINGS RANCH RESIDENCES**



DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR WARM SPRINGS RANCH RESIDENCES

This Declaration (“Declaration”) is made this ____ day of _____, ____, by BRENNAN HOLDINGS NO. 300, LLC, an Idaho limited liability company, (hereafter referred to as “Declarant”), with reference to the following facts:

RECITALS

- A. The Declarant is the owner of all that real property described in Section 1.08; and
- B. The Declarant proposes to develop said real property in accordance with the maps and plans approved under the zoning and subdivision ordinances and regulations of Ketchum, Idaho and the statutes of the State of Idaho; and
- C. The subdivision plat map for said real property was filed in the office of the Recorder of the County of Blaine, State of Idaho on _____, 2021 as Instrument Number _____.

NOW THEREFORE, it is hereby declared that the Warm Springs Ranch Residences and all real property, parcels, lots, and common area now or hereafter situated, and all other real property made subject to this Declaration shall all be held, conveyed, encumbered, leased and used subject to the following covenants, conditions, restrictions and equitable servitudes set forth or provided for, which shall run with the land and be binding upon, and benefit, all parties now or having or acquiring any right, title or interest in and to Warm Springs Ranch, or to any part.

Article 1 DEFINITIONS

- 1.1 “**Association**” shall mean the Warm Springs Ranch Residences Owners’ Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho and composed of the Owners of the Lots as may be annexed hereto in accordance with the provisions of this Declaration.
- 1.2 “**Building Envelope**” shall refer to the designated area in each Lot shown on the Subdivision Map.
- 1.3 “**Common Area**” shall refer to an area, including easements shown on the Subdivision Map herein referred to or shown on a recorded instrument and such additional area as may be annexed hereto in accordance with the provisions of this declaration.
- 1.4 “**Declarant**” shall mean Brennan Holdings No. 300, LLC, an Idaho limited liability company, and its successors and assigns.



- 1.5 “**Committee**” shall mean the Design Review Committee established under Article 4 hereof.
- 1.6 “**Lot**” shall mean the numbered Lots shown on the subdivision plat map, whether improved or unimproved
- 1.7 “**Owner**” shall mean and refer to the record owner, whether one or more persons of the fee simple title of any of the numbered Lots above described and includes contract buyers but excludes those having such interest merely as security for the performance of an obligation.
- 1.8 “**Period of Declarant Control**” shall mean the period of time during which the Declarant is entitled to special rights to exercise its control over the Property.
- 1.9 “**Property**” shall mean all of the land described in Exhibit A attached hereto and any property which may hereafter be subject to this Declaration by execution and recordation of a supplemental declaration.
- 1.10 “**Residence**” shall mean a single-family dwelling constructed on a Lot.
- 1.11 “**Subdivision Map**” or “**Plat**” shall mean the map or plat for the Warm Springs Ranch Residences recorded in the office of the Blaine County, Idaho recorder.

Article 2 USE REGULATIONS AND RESTRICTIONS

- 2.1
- (a) No use whatsoever shall be made of any Lot except its use and improvement for a single-family private residence. Lots owned by Declarant, or its nominee may be used as offices for the purpose of developing or selling the Lots.
- (b) No more than one Residence shall be erected or maintained on any one Lot together with no more than one detached outbuilding per Lot. One outbuilding per Lot may contain a temporary dwelling for guests. Two or more adjoining Lots, which are under the same ownership, may be combined and developed as one Lot. Setback lines along the common boundary line of the combined parcels may be removed with the written consent of the Committee, if the Committee finds and determines that any improvements to be constructed within these setback lines will not cause unreasonable diminution of the view from other Lots. If setback lines are removed or easements changed along the common boundary lines of combined Lots, the combined Lots shall be deemed one Lot and may not thereafter be split and developed as two Lots but shall be developed as, and remain, a single Lot. All structures must be erected within the designated Building Envelope.
- (c) No trailer or garage shall be used as a temporary or permanent residence, nor shall any residential structure be moved onto a Lot from any other location. When the erection of any



structure is begun, the work thereon must be prosecuted diligently, and said structure must be completed within eighteen months.

- (d) Every Owner of a Lot shall at all times keep the exterior of any Residence and appurtenant exterior decks, sidewalks, porches and patios in good condition and repair, and shall not let the condition thereof deteriorate to the point where the Board of Directors of the Association, in its sole judgment, deems it to have a negative impact on the value, use or enjoyment of other residences or the Common Area. For the common good of all Owners, it is the intent of this provision to keep all residences and related improvements in a first-class manner, consistent with the condition and character of similar residential developments. Upon the failure of any Owner to complete needed exterior maintenance and repairs after notice to do so by the Association, every Owner, by accepting a deed to a Lot, is deemed to grant unto the Association the necessary permission and access to said Lot and residence to permit the Association, or its designated agents, to complete the necessary exterior repairs and maintenance, and to consent to assessment by the Association to recover any costs reasonably incurred therefor. Further, unless otherwise agreed to in writing by the Board of Directors of the Association, maintenance of all landscaping in the Common Area and on Lots, including watering, replacement and maintenance of lawns, shrubs, trees, flowers and other vegetation and landscaping features and facilities, shall be within the sole responsibility and jurisdiction of the Association as set forth more particularly in Article 5, Section 6.
- (e) The Association shall have no obligation to insure any Lot, Residence or other improvement on a Lot or appurtenant to it or any contents of it, against any casualty, loss, damage or liability. Each Owner shall be solely responsible to determine, obtain and pay for any desired fire insurance, casualty insurance, liability insurance, or other coverage relating to their respective Lots, Residence, and other improvement on a Lot, and any contents or personal property situated on it, and all activities conducted or otherwise occurring on it.
- (f) Every Owner, by accepting a deed to a Lot, has granted to the Association an easement over all portions of said Lot that front the street, not improved with a Residence, structure or driveway, exclusively for the purpose of permitting the deposit on a Lot of snow removed from the roads that front lots.
- (g) Every Owner understands and agrees that any third-party rental of any Residence must be for a duration of 30 days or longer. Third-party rental of any Residence of less than 30 days is specifically prohibited.
- (h) No trailer, boat or camper shall be kept on a Lot except within an enclosed building or screened from public view from outside the Lot.
- (i) No sign of any kind except political signs as defined in Idaho Code Section 55-115(5) shall be displayed to the public view on any Lot or Common Area except as permitted by the Committee. The Committee may adopt reasonable rules, subject to applicable law or ordinances, regarding the time, size, place, number and manner of display of political signs.



- (j) Should delivery conditions or regulations dictate that there be free standing newspaper receptacles or mailboxes, the type of box and/or cluster arrangement shall be determined and/or approved by the Committee and rules for maintenance established by the Association.
- (k) No Lot shall be used or maintained as a dumping ground for rubbish, machinery, equipment or motor vehicles. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators, trash cans, garbage containers or other equipment for temporary storage and disposal of such material shall be kept in a clean and sanitary condition and shall not be exposed to public view.
- (l) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All Lots and improvements thereon shall be kept and maintained by the Owner thereof in a clean, safe, attractive and sightly condition and repair.
- (m) Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
- (n) No commercial or industrial trucks, trailers or vehicles shall be stored or parked on any Lot or on any of the streets fronting on any Lot except within the garage or in conjunction with residential deliveries.
- (o) Domestic pets may be kept on each Lot subject to the limitations of applicable law. No livestock or farm animals or livestock may be kept on any Lot. Dogs when outside must at all times be in an enclosed yard, kennel, leashed, or under the Owner's supervision. Any household pet will be subject to expulsion from the Property upon complaint of three (3) or more Association members, and upon a determination by the Board of Directors of the Association that said animal created a nuisance.
- (p) All utilities upon any Lot for the transmission of utilities, telephone service, the reception or audio or visual signals or electricity, and all pipes for water, gas, sewer, drainage, or other utility purposes, shall be installed and maintained below the surface of the ground.
- (q) No activities shall be conducted on any Lot and no improvements constructed thereon which are or might be unsafe or hazardous to any person or property, without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot. No open fires shall be lighted or permitted on any Lot, except while under the direct supervision, control and surveillance of the Lot owner; provided, however, burning trash, garbage and other refuse is prohibited.



- 2.2 Nothing in this Declaration shall limit the right of Declarant to complete excavation, grading and construction of improvements to any Common Area, or any other area or property within the Property owned or controlled by Declarant, or to alter the foregoing or to construct such additional improvements as Declarant deems advisable in the course of development of the Property so long as any Lot owned by Declarant remains unsold, or to use any structure as a model home or real estate sales or leasing office. The rights of Declarant hereunder and elsewhere in this Declaration may be assigned by Declarant.

Article 3

COMMON AREA

- 3.1 Except for Bald Mountain Road, all roads as shown on the recorded plat shall be private non-public roads title to which shall be conveyed by Declarant to the Association as Common Area on or before the date of recordation of the final plat. Parcels A, B, C and D are designated as Common Area and title to each shall be conveyed by Declarant to the Association on or before the date of recordation of the final plat.
- 3.2 All operational, maintenance and improvement expenses connected with the Common Area shall be shared on an equal basis by the members of the Association. Each Lot owner's share of Common Area expenses shall be computed by the total number of Lots in the subdivision, divided by the number of Lots owned by the Owner.
- 3.3 Subject to following provisions and limitations, each Owner shall have a non-exclusive right and easement of enjoyment, in common with all other Owners, in and to any Common Area, and such right and easement shall be appurtenant to and pass with the title to each Lot:
- a) The right of the Association to charge or assess reasonable fees for the use and maintenance of any Common Area or other property owned by the Association.
 - b) The right of the Association to suspend the voting rights and right to use Common Area by an Owner for any period during which said Owner remains in violation of this Declaration, including without limitation being delinquent in the payment of any assessment duly levied by the Association against any Lot or Owner.
 - c) The right of the Association to promulgate reasonable rules and regulations governing the use and enjoyment of Lots and Common Area by Owners, their family members, guests and invitees.
 - d) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of further improving Common Area and related facilities; and to place a mortgage, deed of trust or other security instrument upon the Common Area in order to secure such a loan for that purpose.
 - e) The right of the Association to dedicate or transfer all or any part of the Common Area, or any interest in it, to any person, entity, public agency, authority or utility for such purposes



and subject to such conditions as the Board of Directors of the Association may deem appropriate, consistent with the requirement that the Association hold, manage, use, convey and hypothecate the Common Area solely for the benefit of the Owners. Notwithstanding the foregoing, no conveyance of any portion of the Common Area in excess of 10,000 square feet shall be conveyed in fee simple by the Association without the prior written consent of two thirds of its Members, nor shall the Association be entitled to re-subdivide any portion of the Common Area for the purpose of establishing any additional residential or commercial lots or development parcels.

- 3.4 The Association may, from time to time, further modify, improve or equip the Common Area for the benefit of the Owners, and make such Assessments or borrow such funds therefor as may be reasonably necessary, subject to the provisions and limitations set forth in this Declaration.
- 3.5 In the event of damage to or destruction of the property of the Association, or any part thereof, the Association shall repair or replace the same from the insurance proceeds payable to it by reason of such damage or destruction. If any such damage or destruction was insured against and the insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a special assessment in accordance with the provisions of this declaration, to cover the additional cost of the repair or replacement not covered by the insurance proceeds. Such special assessment is not in addition to any other regular assessments made against Owners and is subject to the rules herein relating to Special Assessments. If any damage or destruction is caused by a casualty not insured against, then the repair or reconstruction shall be accomplished in the manner provided by a written agreement approved by the Owners representing more than fifty percent (50%) of all the Lots after the plans for any repairs or reconstruction have been approved by the Association.

Article 4

DESIGN CONTROL

- 4.1 No improvement, alteration or change to the exterior of any Lot or residence, or any appurtenant exterior appurtenance, such as decks, porches, patios, and exterior colors shall be constructed, installed or completed (collectively referred to as "Proposed Development") until the plans and specifications have been submitted to, and approved in writing by, the Warm Springs Ranch Design Review Committee (the "Committee"). All plans and specifications for Proposed Development shall be evaluated as to compliance with this Declaration, harmony and compatibility with the external design of other residences and the location of any Proposed Development in relation to surrounding structures, topography and neighborhood design characteristics.
- 4.2 Appointments to the Committee shall be made by the Board of Directors of the Association, and members shall serve at the pleasure of said Board of Directors. Members may, but need not, be Owners. A majority of the Committee shall constitute a quorum for the transaction of business



at any duly called meeting thereof, and the action of a majority present at any such meeting at which a quorum is present shall constitute the action of the Committee.

4.3 The Committee shall have the following powers and duties:

- a. To make rules that are consistent with this Declaration, including without limitation the following criteria for review of a Proposed Development:
 1. The Proposed Development conforms to the Declaration,
 2. The Proposed Development is in harmony with the surrounding development on Lots
 3. The Proposed Development will not adversely impact surrounding Lots,
 4. The Proposed Development will not unduly or unnecessarily obstruct existing view corridors from other Lots.
 5. The Proposed Development will not unduly interfere with the privacy of surrounding Lots,
 6. The Proposed Development will be adequately served by either improvements to existing infrastructure or proposed infrastructure within Warm Springs Ranch Block 1 to be paid for solely by the Owner of a Lot, such as roads and utility services,
 7. The proposed plan provides for pedestrian access, parking on a Lot, allows for snow removal and/or storage, provides for safe and convenient circulation and is designed to minimize adverse impact upon Lots with regard to noise, lights and visual impact.
 8. Landscaping provides relief and screening as necessary, and
 9. The Proposed Development meets any and all other reasonable standards, criteria and factors deemed appropriate in the Committee's sole discretion given the nature, character and location of the Proposed Development.
- b. The Committee shall establish guidelines for the submission to the Committee of complete sets of plans and specifications and samples of building materials and any other materials reasonably necessary to evaluate any Proposed Development.
- c. The Committee shall establish procedures for the review of any Proposed Development. All decisions of the Committee shall at the very least be submitted in writing to the applicant and signed by all members of the Committee participating in such decision. In the event that the Committee fails to approve or disapprove any plans or specifications requested within 60 days after Final Plan Submittal, together with all additional information, plans or specifications requested by the Committee as outlined in the Warm Springs Ranch Design Review Guidelines, approval of the Committee shall conclusively be deemed to have been given.
- d. The Committee, within the Warm Springs Ranch Design Review Guidelines, has instituted a fee structure, as necessary from time-to-time amended by the Committee, in amounts



reasonably calculated to defray the costs incurred in reviewing Proposed Development plans, including the costs incurred for the services of any architects, engineers or other professional consultants retained by the Committee to assist it in the review process.

- e. The Committee may obtain, and pay for, the services of architects, engineers or other professional consultants which the Committee deems necessary or appropriate to assist in the review process.

- 4.4 The Committee shall have complete discretion to approve or disapprove any change in the existing state of the Property and shall exercise such discretion with the following objective in mind among others: to carry out the general purposes expressed in this Declaration; to prevent violation of any specific provision of this Declaration or any supplemental declaration to prevent any change which would be unsafe or hazardous to any persons or property; to minimize obstruction or diminution of the view of others; to preserve visual continuity of the area and to prevent a marked or unnecessary transition between improved and unimproved areas and any sharp definition of boundaries of property ownership; to assure that any change will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; to assure that material and workmanship for all improvements are of high quality comparable to other improvements in the area; and to assure that any change will require as little maintenance as possible so as to assure a better appearing area under all conditions. The Committee is authorized, subject to approval by the Association, to adopt and implement rules and regulations to govern its operations and describing design goals and requirements.
- 4.5 Prior to expenditures of any substantial time or funds in the planning of any proposed change in the existing state of the Property, the Owner of a Lot shall advise the Committee in writing of the general nature of the proposed change; shall, if requested by the Committee, meet with a member or members of the Committee to discuss the proposed change; shall read or become familiar with any guides or guidelines which may have been prepared or formulated by the Committee; and shall if requested by the Committee, furnish the Committee with preliminary plans and specifications for comment and review. After the nature and scope of a proposed change in the existing state of the Property is determined and prior to the commencement of work to accomplish such change, the Owner shall furnish the Committee with three copies of a complete and full description of the proposed change in writing and with final working drawings, drawn to such scale as may be reasonably required by the Committee, showing all boundaries, showing existing and proposed contour lines and elevations at reasonably detailed intervals, showing all existing and proposed improvements, showing the existing and proposed drainage pattern, showing the existing and proposed utility and sanitation facilities, showing the existing or proposed substantial trees and shrubs. There shall also be furnished to the Committee any and all further information with respect to the existing state of the Lot, which the Committee may reasonably require, to permit it to make an informed decision on whether or not to grant approval of the change.



- 4.6 After approval by the Committee of any proposed change in the existing state of the Property, the proposed change shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed change and any plans and specifications therefor given to the Committee. Failure to accomplish the change strictly in accordance with the description thereof and plans and specifications therefor shall operate to automatically revoke the approval of the proposed change, and, upon demand by the Committee, the Lot shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed change. The Committee and its duly appointed agents may enter upon any Lot at any reasonable time or times to inspect the progress or status of any changes in the existing state of a Lot being made or which may have been made. The Committee shall have the right and authority to record a notice to show that any particular change in the existing state of a Lot has not been approved or that any approval given has been automatically revoked.

Article 5

ESTABLISHMENT AND ORGANIZATION OF ASSOCIATION

- 5.1 The Warm Springs Ranch Residences Owner's Association, Inc., shall be incorporated as an Idaho nonprofit corporation. The purposes and powers of the Association and the rights and obligations inherent in membership are set forth in its Articles of Incorporation, and the provisions of this Declaration with respect thereto are for general descriptive purposes only. The Association is and shall be obligated (a) to accept title to and maintain Common Areas, and (b) to assure the functions and obligations imposed on it or contemplated for it under this Declaration.
- 5.2 The Association shall be governed by a Board composed of at least three and not more than five Directors, all of whom shall be elected at the first annual meeting.
- 5.3 Regular meetings of the Association will be held at the time and in the place prescribed by the Bylaws. The first annual meeting shall be held within ninety (90) days after the closing of the sale of the Lot representing the fifty-first (51st) percentile interest of the Lots described herein but in no event later than twelve (12) months after sale of the first Lot.
- 5.4 Each Owner of each Lot is subject to assessment by the Association and shall be a member of the Association. Said membership shall be appurtenant to and shall not be severed from the Lot.
- 5.5 The Association shall have two classes of voting membership:

Class A.

Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.



Class B.

The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the occurrence of the later of any of the following events:

- a. when the total votes outstanding in the Class A membership in the Association equal the total votes outstanding in the Class B membership in said Association;
- b. the tenth anniversary of the recording of this Declaration.

- 5.6 All elections shall be by secret ballot. Cumulative voting procedures shall be prescribed at all elections at which more than one position on the governing body is to be filled.
- 5.7 So long as there are two classes of membership, not less than twenty percent (20%) of the membership in the governing body shall be elected solely by the votes of the Class A members.
- 5.8 Regular meetings of the Directors shall be held at least quarterly.
- 5.9 Any vote may be cast by an Owner in person or by proxy. All proxies shall be in writing, dated and signed by the Owners and filed with the Board of Directors before commencement of any meeting. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the Owners of his or their Lot or upon death or incapacity of the member executing the proxy statement.
- 5.10 Where the vote or written assent of the membership is required for any action contemplated herein, such action shall require the prescribed percentage of each class of voters during the time there are two classes of membership.
- 5.11 The Association shall obtain, pay for and maintain in force the following types of insurance:
 - a. Blanket property insurance covering “risks of direct physical loss” on a “special form” basis (or comparable coverage by whatever name denominated) for all insurable improvements within the Area of Common Responsibility to the extent the Association has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If such coverage is not generally available at a reasonable cost, then “broad form” coverage may be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements.
 - b. Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least \$2,000,000.00 per occurrence with respect to bodily injury, personal injury and property damage; provided, however, that should additional



coverage and higher limits be available at reasonable cost as reasonably determined by the Association, the Association shall obtain the same.

- c. Workers compensation insurance and employers' liability insurance, if and to the extent required by law.
- d. Directors' and officers' liability coverage, as determined by the Board.
- e. Fidelity insurance covering all persons who handle or are responsible to handle the funds of the Association, in an amount determined by the Board. Such insurance shall contain a waiver of all defenses bases upon the exclusion of persons serving without compensation.
- f. Such additional insurance as the Board, in the exercise of its business judgment, determines advisable or necessary.

- 5.12 Notwithstanding anything to the contrary contained in this Declaration, the Association shall have the exclusive right and obligation to maintain and care for all landscaping and lawn areas on all Lots. Further, the Association shall have the right and duty to remove snow from all roads, driveways, sidewalks and walkways, or portions thereof, which may be situated on any Lots. The Declarant, for the benefit of the Owners and the Association, hereby grants a Landscape and Snow Removal Easement over those portions of each Lot which are not improved with a building, patio, porch or deck, to permit the Association to carry out the duties imposed by this section, and each Owner, by accepting a deed to a Lot, shall be deemed thereby to acquiesce in, confirm and ratify said Landscape and Snow Removal Easement.

Article 6

ASSESSMENT LIENS

- 6.1 The Declarant, for each Lot owned within the Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the respective Association:
- a. Annual assessments or charges; and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.
- 6.2 The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and for the improvement and maintenance of the Common Area owned by the Association and including, but not limited to, the payment of taxes and insurance for the common properties, and repair, replacement and additions hereto and for the cost of labor, equipment, materials, management and supervision of the Common Area.



- 6.3 In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement to be performed on the Lots or Common Area or of a capital improvement upon the Association's Common Area, including fixtures and personal property related thereto and for the purpose of performing any unanticipated maintenance, provided that any such assessment in excess of five percent (5%) of the annual budgeted expense of the Association shall have the assent of fifty-one percent (51%) of the votes of all of the Class A members and fifty-one (51%) of all the Class B members, if any, of the Association. Such votes shall be cast in person or by proxy at a meeting duly called for this purpose as provided in Section 6.04 next following.
- 6.4 Written notice of any meeting of the members of the Association shall be sent to all members at their address shown in the books of the Association, by regular mail, not less than ten (10) days nor more than thirty (30) days in advance of the meeting or of proxies entitled to cast twenty-five percent (25%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. Such adjournment shall be for not less than five (5) days and not more than thirty (30) days from the original meeting date. In the absence of a quorum, no other business may be conducted at any such meeting.
- 6.5 Annual and special assessments shall be fixed on a pro rata basis for each Lot and shall be collected by the Association on a monthly basis. The directors of the Association shall estimate the charges required to be paid by the Association during the calendar year. The total annual assessments against all Owners shall be based upon advance estimates of cash requirements.
- 6.6 The annual assessments provided for herein shall commence on the first day of the month following the closing of the first sale of a Lot to a purchaser.
- 6.7 Without written consent or a majority vote by the members of the Association residing in members, the annual assessment may not be increased more than twenty percent (20%) over that of the last preceding annual assessment.
- 6.8 Any assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. Each of the Owners do hereby grant and appoint the Board of Directors as trustee to enforce such lien and to foreclose such lien by private power of sale, and the authority and power to sell the Lot of such defaulting Owner, or any part thereof, to satisfy said lien, for lawful money of the United States to the highest bidder. Such lien and the right to foreclose the same shall be in addition to and not in substitution for all other rights and remedies which the Owner and the Board of Directors may have to enforce the provisions hereof.



- 6.9 The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. The sale or transfer of any Lot shall not affect any assessment lien. However, the sale of any Lot pursuant to a mortgage or deed of trust foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.
- 6.10 In addition to the remedies stated above, the Association upon violation or breach of any covenant, restriction or condition contained in this declaration, may enter upon any Lot where such violation or breach exists and may abate or remove the thing or condition causing the violation or breach or may otherwise cure the violation or breach. The costs incurred shall be billed to and paid by the Owner of the Lot. If the Owner of any Lot fails, after demand, to pay such costs then the Association shall have a lien, from and after the time a notice of such failure to pay is recorded in the records of Blaine County, Idaho, against the Lot of such Owner or Owners for the amount due and not paid, plus interest from the date of demand for payment at the statutory rate, plus all costs and expenses of collecting the unpaid amount, including reasonable attorneys' fees.
- 6.11 In the event of a breach, or failure to comply with, any of the covenants, restrictions or conditions contained in this declaration or any supplemental declaration, then the Association shall have the right, immediately or at any time during the continuation of such breach or failure, to re-enter and take possession of the above-described Lot and, upon the exercise of this right of re-entry, title to said Lot shall thereupon vest in the Association. If court proceedings are required to enforce the rights of the Association, the Association shall be entitled to recover its costs including reasonable attorneys' fees. The right of re-entry and for vesting of title provided under this Section shall be subject to the provisions of this Declaration entitled Lender's Regulations.

Article 7

LENDER'S REGULATIONS

In order that residential units erected on the Property may qualify for existing subsidized lending programs, it is declared that the following rights exist in favor of any first mortgagee, notwithstanding contrary or conflicting provisions contained herein.

- 7.1 The first mortgagee of any dwelling unit may, by written notice to the Association, request written notice of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under this declaration within thirty (30) days. Such request shall state the name and mailing address of the mortgagee, and the official records book and page number, file number or other reference identifying such recording, and the Lot number encumbered by said mortgage, and a reference to this declaration. Each notice of default given pursuant to such request may be sent by regular mail, postage prepaid, addressed to the mortgagee at the address stated in such request. Following the elapse of two (2) years from the date of receipt of the



written request last given by any mortgagee pursuant to this Article, the Association shall have no further duty to notify such mortgagee if mortgagor defaults.

- 7.2 First mortgagees shall have the right to examine the books and records of the Association, upon reasonable advance request in writing.
- 7.3 First mortgagees of Lots in the subdivision, may jointly or singly, pay taxes which are in default, and which may or have become a charge against Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on lapse of a policy, for such property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.
- 7.4 The terms “mortgage”, “mortgagor” and “mortgagee” as used in this Article shall include respectively a deed of trust and the trustor and beneficiary thereunder.

Article 8 MISCELLANEOUS PROVISIONS

- 8.1 **Term.** The covenants, conditions and restrictions of this Declaration shall run until December 31, 2060, unless amended as herein provided. After December 31, 2060, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by at least three-fourths (3/4ths) of the Owners, and such written instrument is recorded with the Blaine County Recorder.
- 8.2 **Amendment.**
 - a. Subject to the other applicable provisions of this Declaration, this Declaration may be amended as follows:
 - i. Until such time as there is a Class A Membership pursuant to this Declaration, amendments or modifications shall be effective when executed by Declarant and when recorded in the Official Records of Blaine County, Idaho. Thereafter, unless a higher percentage is specifically required by a section of this Declaration, any amendments shall require the affirmative written consent or vote of not less than sixty-six and two-thirds percent (66 2/3%) of the voting power of the Class A Members and the consent of the Class B Member, for so long as there is a Class B Member.
 - ii. An amendment or modification that requires the vote and written consent of the Members as hereinabove provided shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment or modification has been approved as hereinabove provided, and when recorded in the Official Records of Blaine County, Idaho. The notarized signatures of the Members shall not be required to effectuate an Amendment of this Declaration.



iii. Notwithstanding the foregoing, any provision of this Declaration, or the Articles, Bylaws or Rules which expressly requires the approval of a specified percentage of the voting power of the Association for action to be taken under said provision can be amended only with the affirmative vote or written consent of not less than the same percentage of the voting power of the Association.

iv. Notwithstanding the foregoing, no amendment may remove, revoke or modify any right or privilege of Declarant or the Class B Member without the written consent of Declarant or the Class B Member, respectively (or the successors to or assigns of such right or privilege).

b. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the rights of the Beneficiary under any recorded Deed of Trust upon a Lot made in good faith and for value, provided that after the foreclosure of any such Deed of Trust, such Lot shall remain subject to this Declaration, as amended.

8.3 **Notices.** Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered by personal service or United States mail. If delivery is made by mail, it shall be effective upon the earlier of: (i) when received; (ii) five (5) days after its deposit in the United States mail, as evidenced by sworn affidavit or postmark, if mailed correctly addressed, with first class postage affixed; or (iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Such notice shall be deemed correctly addressed if addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

8.4 **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

8.5 **Enforcement and Non-Waiver.**

- a. Except as otherwise provided herein, any Owner of any Lot within the Property shall have the right to enforce any or all of the provisions of the Restrictions upon any property within the Property and the Owners thereof.
- b. Every act or omission whereby any provision of the Restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Declarant, the Association, or any Owner or Owners of Lots within the Property. However, any other provision to the contrary notwithstanding, only Declarant, the Association, the Board or the duly authorized agents of any of them, may enforce by self-help any of the provisions of the Restrictions, and only if such self-help is preceded by notice, as required under the Restrictions, to the Owner.



- c. Every violation of a law or ordinance relating to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of the Restrictions and subject to any or all of the enforcement procedures set forth in said Restrictions.
- d. Each remedy provided by the Restrictions is cumulative and not exclusive.
- e. The failure to enforce any of the provisions of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provisions of said Restrictions.

8.6 Construction.

- a. All of the provisions of the Restrictions shall be liberally construed together to promote and effectuate the fundamental concepts of the Property as set forth in the preamble of this Declaration.
- b. Notwithstanding the provisions of the foregoing Paragraph (a), each of the provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.
- c. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.
- d. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

8.7 Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit, including on appeal.

8.8 Effect of Declaration. This Declaration is made for the purpose set forth in the Recitals to this Declaration and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.



DATED this _____ day of _____, 2021.

BRENNAN HOLDINGS, NO. 300, LLC

By: _____
Robert M. Brennan, Manager

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of _____, _____, before me, _____, a Notary Public in and for said State, personally appeared ROBERT M. BRENNAN, known or identified to me to be the Manager of BRENNAN HOLDINGS NO. 300 LLC, an Idaho limited liability company, and the person who executed the instrument on behalf of said limited liability company as Manager of said limited liability company, and acknowledged to me that he executed the same in said limited liability company's name.

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

Notary Public for _____
Residing at _____
My commission expires _____



EXHIBIT A
Description of the Property



Attachment C:

Draft

Findings of Fact, Conclusions of Law, and Decision:
Warm Springs Ranch Large Block Subdivision Final
Plat



City of Ketchum
Planning & Building

IN RE:)
)
Warm Springs Ranch) KETCHUM CITY COUNCIL
Large Block Subdivision Final Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
) DECISION
)
Date: October 18, 2021)
)
File Numbers: P21-081)

PROJECT: Warm Springs Ranch Large Block Subdivision

FILE NUMBER: P21-081

APPLICATION TYPE: Large Block Subdivision Final Plat

ASSOCIATED APPLICATIONS: Development & Rezoning Agreement 20609 (Application File No. P21-003), Large Block Preliminary Plat P21-010, Block 1 Subdivision Preliminary Plat P21-001, Floodplain Development Permit P21-002, Building Permit B21-048, Block 1 Residences Final Plat P21-082

REPRESENTATIVE: Garth McClure, Benchmark Associates, P.A.

PROPERTY OWNER: Robert Brennan, Brennan Holdings No 300 LLC

LOCATION: Warm Springs Ranch Block 1, 1803 Warm Spring Road

ZONING: General Residential (GR-L) Low Density, Tourist (T), & Recreation Use (RU)

OVERLAY: Floodplain & Avalanche

RECORD OF PROCEEDINGS

The Planning & Zoning Commission considered the Warm Springs Ranch project during a public hearing at a special meeting on February 23rd, 2021. The Commission reviewed and made recommendations to the City Council on the proposed Development and Rezoning Agreement as well as the Warm Springs Ranch Large Block Plat and Block 1 Subdivision Preliminary Plat. After considering the project plans, Staff's analysis, the applicant's presentation, and public comment, the Planning and Zoning Commission unanimously recommended approval of the project to City Council with conditions to be transmitted to the City Council.

The City Council considered the Warm Springs Ranch project during their meeting on March 15th, 2021. The Council proposed modifications to the proposed Development and Rezoning Agreement as well as the Warm Springs Ranch Large Block Plat and Block 1 Subdivision Preliminary Plat. The applicant submitted revised project plans with modifications that responded the Council's comments. The City Council considered the revised Warm Springs Ranch project plans during a public hearing on April 5th, 2021. After considering the project plans, Staff's analysis, the applicant's presentation, and public comment, the City Council unanimously approved the project.

FINDINGS OF FACT REGARDING WARM SPRINGS RANCH PROJECT

Development and Rezoning Agreement 20609

The City entered into Development and Rezoning Agreement 20609 (recorded as Instrument #682013) with the property owner and developer, Brennan Holdings No 300 LLC, on April 28th, 2021 for the Warm Springs Ranch project. This agreement rescinded and repealed all land use permits and approvals granted as part of the 2009 Warm Spring Ranch Resort Development Agreement. A two-phase Development Agreement, Phase 1 is a 35-unit single-family residential development in Block 1, which has been rezoned from Tourist (T) to the General Residential Low Density (GR-L) Zoning District. Phase 2 may or may not occur. No development is proposed or being permitted in Blocks 2-8. The City and Owner have entered into Option Agreement 20610 for the City to purchase Blocks 2-8. In the event the City and Owner do not complete the sale of the property, the Owner will return to the Planning and Zoning Commission with a separate PUD and preliminary plat for any future development. In Blocks 2-8, the Owner is retaining the existing zoning of the blocks that consist of Tourist and Recreational Use zoning designations.

Warm Springs Ranch Large Block Subdivision Plat

The Warm Springs Ranch Large Block Subdivision removes all roads and building envelopes approved with the land use permits granted as part of the 2009 Warm Springs Ranch Resort Development Agreement. The large block plat shows each of the 8 blocks within Warm Springs Ranch. The zoning designation of each block is indicated on the plat map.

TABLE 1: FINDINGS REGARDING FINAL PLAT REQUIREMENTS

Final Plat Requirements				
Compliant			Standards and City Council Findings	
YES	NO	N/A	Ketchum Municipal Code	City Standards and City Council Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall

				include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:
			<i>City Council Findings</i>	<i>The Final Plat mylar shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>City Council Findings</i>	<i>This standard has been met. The final plat indicates the location and dimension of each block, easements, the boundaries of the floodplain, and the avalanche zone.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>City Council Findings</i>	<i>This standard has been met. Adjoining subdivisions and parcels of property, including the Warm Springs Townhouse Condominiums, Warm Springs Tennis Condominiums, Country Club Townhomes, Bald Mountain Townhomes, and Blocks 2 and 6 of Warm Springs Ranch Subdivision have been indicated on the final plat map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			<i>City Council Findings</i>	<i>This standard has been met. The final plat indicates the location, dimension, and purpose of all public and private easements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<i>City Council Findings</i>	<i>The final plat indicates the block numbers for each of the 8 blocks within the Warm Springs Ranch Large Block Plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.

			<i>City Council Findings</i>	<i>The final plat map for the Block 1 residential subdivision shows the bus stop shelter easement granted within Parcel B.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			<i>City Council Findings</i>	<i>This standard has been met. The name of the proposed subdivision is Warm Springs Ranch Large Block Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			<i>City Council Findings</i>	<i>This standard has been met. The final plat indicates the scaled location of adjacent Warm Springs Road and other public rights-of-way adjacent to the Warm Springs Ranch Large Block subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>City Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The applicant shall include a provision in the owner's certificate referencing the county recorder's instrument number where the article of incorporation of the homeowners' association governing the subdivision are recorded.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			<i>City Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			<i>City Council Findings</i>	<i>This standard has been met. A title report and warranty deed were submitted with the preliminary plat application and both are current.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>City Council Findings</i>	<i>N/A as no restrictions were imposed by the Ketchum City Council during review of the preliminary plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			<i>City Council Findings</i>	<i>This standard has been met.</i>

FINDINGS REGARDING SUBDIVISION DESIGN & DEVELOPMENT STANDARDS (KMC §16.04.020)

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivisions. Many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated to and maintained by the City. An full analysis of these subdivision design and development standards is provided in the approval for the Warm Springs Residences Subdivision (Final Plat Application File No. P21-082). The standards for certain improvements (KMC §16.04.040) including street, sanitary sewage disposal, planting strip improvements are not applicable to the subject project as the application proposes to modify the Warm Spring Ranch Large Block plat to vacate roads and building envelopes approved with the 2009 Development Agreement. As conditioned, the request to subdivide meets all applicable standards for Final Plat contained in Ketchum Municipal Code's Subdivision (Title 16).

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 City 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 Final Plat application for the development and use of the project site.
2. The Council has authority to hear the applicant’s Subdivision Final Plat application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The Warm Springs Ranch Large Block Subdivision Final Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.00 of Ketchum Municipal Code Chapter 16.04.
4. The proposed Final Plat for the Warm Springs Ranch Large Block Subdivision **does** meet the standards for Final Plats under Chapter 16.04 of the Subdivision Regulations in Ketchum Municipal Code subject to conditions of approval.

DECISION

THEREFORE, the Ketchum City Council **approves** the Warm Springs Ranch Large Block Final Plat application this Monday, October 18th 2021 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
2. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder’s office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as “parcel”;
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as “road”; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as “control”; and,
3. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine

County Survey Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.

4. The applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department for the official file on the application.
5. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.

Findings of Fact **adopted** this 18th day of October 2021

Neil Bradshaw
Mayor, City of Ketchum

Tara Fenwick, City Clerk

Attachment D:

Draft

Findings of Fact, Conclusions of Law, and Decision:
Warm Springs Ranch Residences Block 1 Subdivision
Final Plat



**City of Ketchum
Planning & Building**

IN RE:)
)
Warm Springs Ranch) KETCHUM CITY COUNCIL
Block 1 Residences Subdivision Final Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
) DECISION
)
Date: October 18, 2021)
)
File Numbers: P21-082)

PROJECT: Warm Springs Ranch Residences Final Plat

FILE NUMBER: P21-082

APPLICATION TYPE: Block 1 Subdivision Final Plat

ASSOCIATED APPLICATIONS: Development & Rezoning Agreement 20609 (Application File No. P21-003), Large Block Preliminary Plat P21-010, Block 1 Subdivision Preliminary Plat P21-001, Floodplain Development Permit P21-002, Building Permit B21-048, Large Block Final Plat P21-081

REPRESENTATIVE: Garth McClure, Benchmark Associates, P.A.

PROPERTY OWNER: Robert Brennan, Brennan Holdings No 300 LLC

LOCATION: Warm Springs Ranch Block 1, 1803 Warm Spring Road

ZONING: General Residential (GR-L) Low Density

OVERLAY: Floodplain & Avalanche

RECORD OF PROCEEDINGS

The Planning & Zoning Commission considered the Warm Springs Ranch project during a public hearing at a special meeting on February 23rd, 2021. The Commission reviewed and made recommendations to the City Council on the proposed Development and Rezoning Agreement as well as the Warm Springs Ranch Large Block Plat and Block 1 Subdivision Preliminary Plat. After considering the project plans, Staff's analysis, the applicant's presentation, and public comment, the Planning and Zoning Commission unanimously recommended approval of the project to City Council with conditions to be transmitted to the City Council.

The City Council considered the Warm Springs Ranch project during their meeting on March 15th, 2021. The Council proposed modifications to the proposed Development and Rezoning Agreement as well as the Warm Springs Ranch Large Block Plat and Block 1 Subdivision Preliminary Plat. The applicant submitted revised project plans with modifications that responded the Council's comments. The City Council considered the revised Warm Springs Ranch project plans during a public hearing on April 5th, 2021. After considering the project plans, Staff's analysis, the applicant's presentation, and public comment, the City Council unanimously approved the project.

FINDINGS OF FACT REGARDING WARM SPRINGS RANCH PROJECT

Development and Rezoning Agreement 20609

The City entered into Development and Rezoning Agreement 20609 (recorded as Instrument #682013) with the property owner and developer, Brennan Holdings No 300 LLC, on April 28th, 2021 for the Warm Springs Ranch project. This agreement rescinded and repealed all land use permits and approvals granted as part of the 2009 Warm Spring Ranch Resort Development Agreement. A two-phase Development Agreement, Phase 1 is a 35-unit single-family residential development in Block 1, which has been rezoned from Tourist (T) to the General Residential Low Density (GR-L) Zoning District. Phase 2 may or may not occur. No development is proposed or being permitted in Blocks 2-8. The City and Owner have entered into Option Agreement 20610 for the City to purchase Blocks 2-8. In the event the City and Owner do not complete the sale of the property, the Owner will return to the Planning and Zoning Commission with a separate PUD and preliminary plat for any future development. In Blocks 2-8, the Owner is retaining the existing zoning of the blocks that consist of Tourist and Recreational Use zoning designations.

Phase I Development: Warm Springs Ranch Residences

The City Council approved the Warm Springs Ranch Block 1 Subdivision Preliminary Plat (Application File No. P21-001) on April 5th, 2021. Following City Council's approval of the preliminary plat, the applicant submitted Building Permit Application File No. 21-048 with final construction drawings for the subdivision improvements. After the final construction drawings were reviewed and approved by City Departments, the City issued the building permit for the Block 1 residential subdivision improvements on April 28th, 2021.

The Warm Springs Ranch Residences Block 1 Subdivision Final Plat will create 35 single-family residential lots and parcels A, B, C, D, and E. Block 1 has a total area of 13.72 acres and the single-family residential lots range in size from a minimum area of 8,113 square feet to a maximum area of 22,241 square feet. Infrastructure improvements include new roadways, water and sewer facilities, water-efficient irrigation systems for landscaping, pedestrian access, underground utilities, an unimproved parking lot, and a bus shelter.

These infrastructure improvements are now complete and the applicant has submitted the surveyed final plat map as well as as-built plan specifications for all required improvements in accordance with Ketchum Municipal Code §16.04.030.G. The Council's approval of the final plat will constitute the City's acceptance of all dedications of public streets, rights-of-way, easements, and other lands dedicated for public purpose or use as shown on the final plat (Ketchum Municipal Code §16.04.030.H). The final plat conforms to the approved preliminary plat as well as all conditions placed upon the preliminary plat by the City Council. All subdivision improvements have been constructed per the approved project plans and comply with the City's construction specification standards.

Warm Springs Ranch Residences Subdivision Final Plat

Findings of Fact, Conclusions of Law, and Decision

Ketchum City Council Meeting of October 18, 2021

City of Ketchum Planning & Building Department

The applicant has complied with all conditions incorporated by City Council during their review and approval of the preliminary plat. The 8-foot-wide pedestrian pathway on Bald Mountain Road has been paved and improved to City standards for sidewalks. Shared lane signs and sharrows have been added to Bald Mountain Road to accommodate bicyclists. The applicant has added plat note no. 20 to the final plat stating that development within Block 1 shall not be eligible for variances or waivers based on site conditions or topography and that development must comply with the zoning standards in place at the time of permit approvals. A gravel shoulder has been installed from the new bus stop along Warm Springs Road east to the neighboring residential development.

TABLE 1: FINDINGS REGARDING FINAL PLAT REQUIREMENTS

Final Plat Requirements					
Compliant			Standards and City Council Findings		
YES	NO	N/A	Ketchum Municipal Code	City Standards and City Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:	
			<i>City Council Findings</i>	<i>The Final Plat mylar shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.	
			<i>City Council Findings</i>	<i>This standard has been met.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.	
			<i>City Council Findings</i>	<i>This standard has been met.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.	

			<i>City Council Findings</i>	<i>This standard has been met. The final plat indicates the location and dimension of street rights of way, lots, lot lines, easements as well as the building envelopes shown on the preliminary plat map. The final plat map shows the location and area of the floodplain, floodway, and avalanche zones on the development site.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>City Council Findings</i>	<i>This standard has been met. Adjoining subdivisions and parcels of property, including the Warm Springs Townhouse Condominiums, Warm Springs Tennis Condominiums, Country Club Townhomes, Bald Mountain Townhomes, and Blocks 2 and 6 of Warm Springs Ranch Subdivision have been indicated on the final plat map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			<i>City Council Findings</i>	<i>This standard has been met. Bald Mountain Road is indicated on the final plat map with its 60-foot-wide right-of-way width specified.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			<i>City Council Findings</i>	<i>This standard has been met. The final plat indicates the location, dimension, and purpose of all public and private easements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<i>City Council Findings</i>	<i>The final plat indicates the block numbers for each of the 5 blocks within the Warm Springs Ranch Residences subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			<i>City Council Findings</i>	<i>The final plat map shows the bus stop shelter easement granted within Parcel B.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			<i>City Council Findings</i>	<i>This standard has been met. The name of the proposed subdivision is Warm Springs Ranch Residences.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			<i>City Council Findings</i>	<i>This standard has been met. The final plat indicates the scaled location of adjacent Warm Springs Road and realigned Bald Mountain Road, which will be dedicated to the city as a public street. The final plat includes the scaled location of the subdivision's private roads, including Mountain Creek Drive, Townhouse Lane, Sunrise Circle, and Lopey Lane.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or

				articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>City Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The applicant shall include a provision in the owner's certificate referencing the county recorder's instrument number where the article of incorporation of the homeowners' association governing the subdivision are recorded.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			<i>City Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			<i>City Council Findings</i>	<i>This standard has been met. A title report and warranty deed were submitted with the preliminary plat application and both are current.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council. As conditioned (#8), the applicant shall submit all observation, inspection, and testing reports as well as the required performance bond for the outstanding improvements to the Planning & Building Department prior to the City Clerk's signing of the Final Plat mylar.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>City Council Findings</i>	<i>N/A as no restrictions were imposed by the Ketchum City Council during review of the preliminary plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			<i>City Council Findings</i>	<i>This standard has been met.</i>

Table 2: Findings Regarding Subdivision Development & Design Standards

Subdivision Development and Design Standards (Ketchum Municipal Code §16.04.040)				
Yes	No	N/ A	City Code	City Standards and City Council Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>City Council Findings</i>	<i>Following City Council's approval of the preliminary plat, the applicant submitted Building Permit Application File No. 21-048 with final construction drawings for the subdivision improvements. After the final construction drawings were reviewed and approved by City Departments, the City issued the building permit for the Block 1 residential subdivision improvements on April 28th, 2021. The subdivision improvements were installed in compliance with the City's construction specification standards.</i> <i>The project has preserved natural features within and adjacent to the residential subdivision and will restore this section of Warm Springs Creek.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>City Council Findings</i>	<i>Following City Council's approval of the preliminary plat, the applicant submitted Building Permit Application File No. 21-048 with final construction drawings stamped by an Idaho-licensed engineer for the subdivision</i>

				<p><i>improvements. The final construction drawings were reviewed and approved by City Departments, including the City Engineer. The City issued the building permit for the Block 1 residential subdivision improvements on April 28th, 2021. The subdivision improvements were installed in compliance with the City's construction specification standards.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	<p>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.</p>
			City Council Findings	<p><i>As conditioned, this standard will be met. The applicant has constructed most of the subdivision improvements, including the roadways and utilities. These improvements were inspected by City Departments, including the City Engineer, and have been installed per the approved plans. The outstanding subdivision improvements to complete include exterior finishes to the new bus shelter, including its tempered glass, and installing a small section of guardrail along Townhouse Lane. A temporary concrete barrier will remain in place until the permanent guardrail can be installed. As conditioned (#8), the applicant shall submit all observation, inspection, and testing reports as well as the required performance bond for the outstanding improvements to the Planning & Building Department prior to the City Clerk's signing of the Final Plat mylar.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	<p>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</p>

				the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			City Council Findings	<i>The applicant has submitted the as-built drawings for the Warm Springs Ranch Residences subdivision improvements. The outstanding subdivision improvements to complete include exterior finishes to the new bus shelter, including its tempered glass, and installing a small section of guardrail along Townhouse Lane. A temporary concrete barrier will remain in place until the permanent guardrail can be installed. As conditioned (#8), the applicant shall submit the required performance bond for the outstanding improvements to the Planning & Building Department prior to the City Clerk's signing of the Final Plat mylar.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			City Council Findings	<i>After the subdivision improvements have been certified as complete by the City Engineer, the applicant shall meet these required monumentation standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section

				<p>16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. B. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</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>
			<p>City Council Findings</p>	<p><i>The Block 1 Subdivision Final Plat will create 35 single-family residential lots and parcels A, B, C, D, and E. Block 1 has been rezoned from Tourist (T) to General Residential (GR-L) Low Density. Portions of Block 1 are located within the Floodplain Overlay and Avalanche Zone. Block 1 is 13.72 acres and the single-family residential lots range in size from a minimum area of 8,113 square feet to a maximum area of 22, 241 square feet. The 35 lots comply with the size, width, depth, shape, orientation, and minimum building setback lines required in the General Residential Low Density (GR-L) Zoning District. The 30-foot setback from Warm Springs Road as required by Ketchum Municipal Code §17.12.030 has been indicated on Lot 32 through 35.</i></p> <p><i>Building envelopes are shown on lots 1 through 13 and lots 18 through 20 as required for lots that contain floodplain and avalanche zone. Consistent with Ketchum Municipal Code §16.04.040.G4, building envelopes outside of a 75-foot radius from the intersection have been shown on corner lots. Warm Springs Ranch Block 1 Subdivision does not contain slopes of 25% or greater based on natural contours (Ketchum Municipal Code §16.04.040.F2).</i></p> <p><i>Every lot in the subdivision has a minimum of 20 feet of frontage on either Bald Mountain Road, which will be dedicated to the city as a public street, or on the subdivision's private roads on Parcel A (Townhouse Lane, Mountain Creek Drive, and Sunrise). As indicated in plat note 5, private roads shall maintain a</i></p>

				free and clear width of 26 feet for emergency vehicles. Parcels A and D include a 40-foot-wide access and public utility easement and a 10-foot-wide snow storage easement.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.G	<p>Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			City Council Findings	<i>The Warm Springs Ranch Residences Subdivision is comprised of 5 blocks. The block pattern is designed to comply with the lot requirements specified in Ketchum Municipal Code §16.04.040.F. The block configuration is designed based on the development's sites existing topography and natural features, including Warm Springs Creek. Consistent with Ketchum Municipal Code §16.04.040.G4, building envelopes outside of a 75-foot radius from the intersection have been shown on corner lots.</i>
<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 emergency vehicles in all weather and to provide for adequate drainage and snow plowing;

			<ol style="list-style-type: none"> 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line; 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°); 10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited; 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets; 13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval; 14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets; 16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;
--	--	--	---

			<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 shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the City Council and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</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 shall be required consistent with adopted city standards and where designated and shall be required improvement installed by the subdivider;</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; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
		City Council Findings	<p><i>Noncompliant with streets standards for grade and intersection approach angles, existing Bald Mountain Road has been realigned to enhance access and safety. Bald Mountain Road will be a public street dedicated to the city. Parcels A and D will be private roads. Parcel A includes Townhouse Lane, Sunrise Circle, and Mountain Creek Drive. Parcel D is Lopey Lane, which will access the unimproved parking lot. As specified in the Development Agreement, the public will be permitted access on all private roads within Block 1 for walking of driving. No public parking will be permitted along the subdivision's private roads. As specified in the Development Agreement and plat note no.5, the HOA will be responsible for year-round maintenance of all private roadways, including snow removal to maintain access, parking, and the emergency vehicle turnaround. In addition to these roadways, the owner has installed a new bus shelter on Parcel B along Warm Springs Road.</i></p> <p><i>Access to the single-family residences proposed on lots fronting Warm Springs Road (lots 32, 33, 34, and 35) shall be from Bald Mountain Road as specified in plat note no. 22. The homes proposed on these lots shall be subject to Design</i></p>

				<p><i>Review pursuant to Chapter 17.96 of Ketchum Municipal Code (see plat note no. 23).</i></p> <p><i>The City Council granted the waiver requested by the applicant from certain street design and grading standards due to the site's topographical challenges through their approval of the preliminary plat. The City Council approved the applicant's waiver request because the project will improve the development's site circulation design, enhance safety, and expand pedestrian access.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>I. Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			City Council Findings	<p><i>N/A. Warm Springs Ranch Block 1 Subdivision is located within the City's General Residential Low Density (GR-L) Zoning District. Alleys are not required in residential areas.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J.	<p>J. Required Easements:</p> <ol style="list-style-type: none"> 1. 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. 2. 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. 3. 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. 4. 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

			<p>easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>5. 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>6. 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>7. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate non-vehicular transportation system throughout the city.</p>
		City Council Findings	<p><i>Plat note no. 7 indicates that a public utility easement is granted within all of Parcels A, B, C, and D. Plat note no. 26 indicates that the final plat grants a 5-foot-wide public utility easement adjacent to Warm Springs Road. This easement area is indicated on the final plat map. Plat note 31 grants a 15-foot-wide sewer easement within Lots 20, 21, 26, and 27 to benefit Lots 26, 27, 28, 29, and 30 and the City of Ketchum. Plate note no. 32 grants a 15-foot-wide sewer easement within Lot 14 to benefit the City of Ketchum. Plat note no. 27 grants a 10-foot-wide public utility easement and snow storage easement adjacent to Townhouse Lane, Mountain Creek Drive, Sunrise Circle, and Lopey Lane. These location of this easement is indicated on the final plat map.</i></p> <p><i>As required by Ketchum Municipal Code §16.04.040.J3, the Block 1 Subdivision includes a 10-foot wide fisherman/sportsman's access and nature study easement along the Warm Springs Creek riverbank. This easement is referenced in plat note no. 13 and shown on the final plat map. This public fishing access will be provided on Block 2 and accessed from Lopey Lane (Parcel D) within the Block 1 Subdivision. Plat note no. 8 dedicates Parcel D as a public pedestrian easement for access to the 10' fisherman's and nature study easement.</i></p> <p><i>The riparian zone identified in Block 1 will be designated as an easement governed and managed by the Warm Springs Ranch Homeowners' Association to ensure future modifications to the riparian zone and the streambank do not occur individually but occur in a comprehensive coordinated approach. In addition to the City's floodplain regulations, the HOA's management will further reinforce the preservation and protection of the riparian area. The Council emphasized the importance of Warm Springs Creek's restoration as well as protection and stewardship of the riparian area. The riparian setback and</i></p>

				<p><i>setback easement is shown the final plat map and referenced in plat notes nos. 14 and 15.</i></p> <p><i>Plat note no. 29 grants a bus stop shelter easement within Parcel B. The location and dimension of the bus stop shelter easement are shown the final plat map.</i></p> <p><i>The applicant has provided an access and public utility easement benefiting the adjacent Country Club Townhomes and Warm Springs Townhouse Condominiums within Parcel A (Townhouse Lane). Parcel E is a parking space and trash receptacle easement to benefit the Warm Springs Townhouse Condominiums.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p>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.</p>
			City Council Findings	<p><i>Portions of existing water and sewer lines within the development site have been abandoned and new domestic water and sewer lines have been installed to serve the new residential subdivision.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p>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.</p>
			City Council Findings	<p><i>Portions of existing water and sewer lines within the development site have been abandoned and new domestic water and sewer lines have been installed</i></p>

				<p>to serve the new residential subdivision. The taps conform to manufacturer's specifications for C-900 pipes. All opposing service line taps, such as at lots 3 & 4 and lots 33 & 34, have been offset from each other.</p> <p>Fire hydrant valves have been installed at the public water main. All fire hydrants are Mountain Style hydrants.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>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.</p>
			City Council Findings	<p>N/A. Warm Springs Ranch Block 1 Subdivision is within a residential area. The residential subdivision does not adjoin incompatible uses of features, such as highways, railroads, commercial, or light industrial districts.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.1	<p>N. Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the City Council 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, City Council 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

			<p>hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>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.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ol style="list-style-type: none"> Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. 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. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
		<p>City Council Findings</p>	<p><i>The applicant submitted a preliminary soils report prepared by an Idaho-licensed engineer as required by Ketchum Municipal Code §16.04.040.N1 with the preliminary plat application. Due to the subdivision's proximity to Warm Springs Creek, prior to any work taking place, the applicant submitted an erosion protection plan with the construction drawings for the required improvements (Ketchum Municipal Code §12.04.030.K).</i></p> <p><i>The City Council approved waivers requested by the applicant from certain street design and grading standards due to the site's topographical challenges through the preliminary plat. The City Council approved the applicant's waiver request because the project will improve the development's site circulation design, enhance safety, and expand pedestrian access.</i></p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.0	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.
			City Council Findings	<i>Drainage within the residential subdivision will be managed through a system of swales, catch basins, and drywells. The drainage improvements have been installed to City standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	P. Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			City Council Findings	<i>All utilities including, but not limited to, electricity, natural gas, telephone and cables services have been installed underground by the applicant.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.Q	Q. Off Site Improvements: Where the off site impact of a proposed subdivision is found by the City Council 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.
			City Council Findings	<i>The new bus shelter is indicated on Parcel B. Mountain Rides has reviewed and approved the plans for the new bus stop location.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.R	R. Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			City Council Findings	<i>The Warm Spring Ranch Residences Final Plat will create 35 single-family residential lots and parcels A, B, C, D, and E within the General Residential (GR-L) Low Density Zoning District. Portions of the Block 1 subdivision are located within the Floodplain Overlay and Avalanche Zone. All future improvements within the subdivision shall comply with the Avalanche Zone District and</i>

				<i>Mountain Overlay requirements set forth in Title 17 of Ketchum Municipal Code.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.S	S. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			City Council Findings	<i>The Phase I development has preserved natural features and will restore this section of Warm Springs Creek.</i>

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 City 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 Final Plat application for the development and use of the project site.
2. The Council has authority to hear the applicant's Subdivision Final Plat application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The Warm Springs Ranch Residences Final Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.00 of Ketchum Municipal Code Chapter 16.04.
4. The proposed Final Plat for the Warm Springs Ranch Residences **does** meet the standards for Final Plats under Chapter 16.04 of the Subdivision Regulations in Ketchum Municipal Code subject to conditions of approval.

DECISION

THEREFORE, the Ketchum City Council **approves** the Warm Springs Ranch Residences Final Plat application this Monday, October 18th 2021 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The Covenants, Conditions, and Restrictions (CC&R's) shall be simultaneously recorded with the Final Plat, and the City will not now, nor in the future, determine the validity of the CC&R's.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:

- a. Line work delineating all parcels and roadways on a CAD layer/level designated as “parcel”;
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as “road”;
 - and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as “control”; and,
5. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
6. The applicant shall provide a copy of the recorded Final Plat and the associated homeowners’ documents to the Planning and Building Department for the official file on the application.
7. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
8. The applicant shall submit all observation, inspection, and testing reports as well as the required performance bond for outstanding subdivision improvements to the Planning & Building Department prior to the City Clerk’s signing of the Final Plat mylar.

Findings of Fact **adopted** this 18th day of October 2021

Neil Bradshaw
Mayor, City of Ketchum

Tara Fenwick, City Clerk