



City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve the 460 N Main Mixed-Use Building FAR Exceedance Agreement 22792, Right-of-Way Encroachment Agreement 22794, Phased Development Agreement 22793, and Lot Consolidation Final Plat Application File No. P22-041.

Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached FAR Exceedance Agreement 22792, Right-of-Way Encroachment Agreement 22794, Phased Development Agreement 22793, and Lot Consolidation Final Plat Application File No. P22-041 for the proposed mixed-use development located at 460 N Main Street and adopt the following motions:

- “I move to authorize the Mayor to sign FAR Exceedance Agreement 22792 with Fifth & Main LLC.”
- “I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 22794 with Fifth & Main LLC.”
- “I move to authorize the Mayor to sign Phased Development Agreement 22793 with Fifth & Main LLC.”
- “I move to approve Lot Consolidation Final Plat Application File No. P22-041 subject to conditions 1 through 3.”

The reasons for the recommendation are as follows:

- Pursuant to Condition of Approval No. 4 of Design Review Permit P22-007, a FAR Exceedance Agreement between the applicant and the City to memorialize the community housing obligation shall be signed and recorded prior to issuance of a building permit for the project. The applicant has provided four one-bedroom community housing rental units within the mixed-use building. The total floor area of the four community housing units is 2,752 square feet, which is 505 square feet more than required for the FAR exceedance.
- The project requires a Right-of-Way Encroachment Permit for the new heated paver sidewalks proposed along 5th Street and the snowmelt system installed within the Block 5 alleyway. The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.
- The Lot Consolidation Subdivision Final Plat will combine lots 3 and 4 within block 5 of Ketchum Townsite to consolidate the development parcel. The request to combine two Ketchum Townsite lots downtown meets all applicable standards outlined in the City’s subdivision regulations.

Introduction and History

The applicant, property owner and developer David Wilson represented by architect Michael Bulls of Ruscitto Latham Blanton Architecture, is proposing to develop a new 24,216-gross-square-foot mixed-use building at the southeast corner of Main and 5th Streets within the Retail Core (CC-1) Zoning District. The mixed-use building will accommodate two retail units on the ground floor, a parking garage with 8 off-street parking spaces, 4 community housing rental units with private entrances accessed from the alley, and 4 market-rate residential units.

The Ketchum Planning and Zoning Commission conducted the required public hearing for the 460 N Main Mixed-Use Development Design Review (Application File No. P22-007), Variance (Application File No. P22-013), Lot Consolidation Preliminary Plat (Application File No. P22-005), and Condominium Subdivision Preliminary Plat (Application File No. P22-006) concurrently in accordance with Idaho Code §67-6522 during their regular meeting on March 8th, 2022. The Planning and Zoning Commission approved the 460 N Main Mixed-Use Development Design Review and Variance applications and recommended approval of the Lot Consolidation Preliminary Plat and Condominium Subdivision Preliminary Plat applications to the Ketchum City Council. The City Council reviewed and approved the Lot Consolidation and Condominium Subdivision Preliminary Plat applications on April 11th, 2022.

Analysis

FAR Exceedance Agreement 22792

Ketchum Municipal Code §17.124.040 encourages new developments to include a reasonable supply of affordable and resident-occupied housing for sale or rent to help meet the demand and needs for housing of the community's workforce. Development within the Community Core may be built to a permitted FAR of 1.0 and may be increased up to a maximum of 2.25 FAR with an associated mitigation of impacts related to workforce housing. The City of Ketchum has instituted the adoption of exceedance agreements to memorialize community housing contributions provided in exchange for increases above the permitted FAR. The applicant agrees with these goals and proposes to provide four one-bedroom community housing rental units within the mixed-use building. The total floor area of the four community housing units is 2,752 square feet, which is 505 square feet more than required for the FAR exceedance. FAR Exceedance Agreement 22792 is included as Attachment A for the City Council's review and approval.

Right-of-Way Encroachment Agreement 22794

Pursuant to Condition of Approval No. 6 of Design Review Permit P22-007, the project requires a Right-of-Way Encroachment Permit for the new heated paver sidewalks proposed along 5th Street and the snowmelt system installed within the Block 5 alleyway. The snowmelt system will meet the energy efficiency standards for snowmelt located in the public Right-of-Way. Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The encroachments proposed for the 460 N Main Mixed-Use Building project comply with all standards. Right-of-Way Encroachment Agreement 22794 is included as Attachment B for the City Council's review and approval.

Phased Development Agreement 22793

The City Council approved the 5th & Main Condominiums Subdivision Preliminary Plat for the 460 N Main Mixed-Use Building on April 11th, 2022. The developer plans to offer the market-rate residential and commercial units for sale individually as construction is completed and has pursued a phased development plan for the project consistent with Ketchum Municipal Code §16.04.110. The developer will be required to complete all improvements required for the project in accordance with Phased Development Agreement 22793 included as Attachment C. Final plat approval for all condominium units within the mixed-use building may occur once the improvements specified in the phased development agreement are complete and approved by City Departments.

Lot Consolidation Final Plat Application File No. P22-041

The Lot Consolidation Subdivision Final Plat will combine lots 3 and 4 within block 5 of Ketchum Townsite to consolidate the development parcel. The request to combine two Ketchum Townsite lots downtown meets all applicable standards outlined in the City's subdivision regulations. This project fits in with downtown's local context and small-town character. The development of different buildings on smaller lots over time generates variety in design and detail to form a dynamic, authentic, and interesting streetscape. Lot consolidations impact the pattern of downtown development. This application combines two Ketchum Townsite lots. Combined Lot 3A will have 110 feet of frontage along Main Street and 100 feet of frontage along 5th Street. The total area of the combined lots is 11,000 square feet. Many Ketchum Townsite lots have been consolidated downtown to accommodate new development. Proposed Lot 3A is the same size and shape as the Idaho Independent Bank and Wells Fargo Bank properties across Main Street.

Sustainability

The project does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020. The project has been designed to meet all standards specified in the 2018 International Energy Conservation Code and the City of Ketchum's Green Building Codes provided in Chapter 15.20 of Ketchum Municipal Code. The project has been designed to attain National Green Building (NGBS) silver certification. The proposed snowmelt system as specified in Exhibit A of Right-of-Way Encroachment Agreement 22792 meets the City's snowmelt requirements for commercial projects.

Financial Impact

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

Attachments

- A. FAR Exceedance Agreement 22792
- B. Right-of-Way Encroachment Agreement 22794
- C. Phased Development Agreement 22793
- D. Lot Consolidation Final Plat Application File No. P22-041
 - a. Draft Findings of Fact, Conclusions of Law, and Decision
 - b. Application Submittal

Attachment A
FAR Exceedance Agreement
22792

**FAR EXCEEDANCE
AGREEMENT #22792**

Parties:

City of Ketchum	"City"	P.O. Box 2315, 191 5 th Street W, Ketchum, Idaho 83340
Fifth & Main LLC	"Owner"	Mailing: P.O. Box 6770, Ketchum, Idaho 83340 Physical Address: 460 N Main Street, Ketchum, Idaho 83340

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum ("City"), a municipal corporation of the state of Idaho, and David Wilson, representing Fifth & Main LLC ("Owner"), the owner of the development project.

RECITALS

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

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

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

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

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

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

11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS ____ DAY OF SEPTEMBER 2022.

Owner

City of Ketchum, Idaho

Fifth & Main LLC
an Idaho limited liability company
its Managing Member
David Wilson

Neil Bradshaw, Mayor

Attest:

Lisa Enourato, Interim City Clerk

STATE OF IDAHO,)
) ss.
County of Blaine.)

On this _____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared David Wilson, known or identified to me to be the Managing Member of Fifth & Main LLC and the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this ___ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:

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

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

B. Inclusionary Housing Incentive:

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

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

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

Exhibit B

EXCEEDANCE AGREEMENT COMPLIANCE

PROJECT: 460 North Main Street Mixed-Use Building

APPLICATION FILE NUMBERS: Design Review P22-007, Variance P22-013, Lot Consolidation Preliminary Plat P22-005, Condominium Subdivision Preliminary Plat P22-006

OWNER: David Wilson, Fifth & Main LLC

REPRESENTATIVE: Michael Bulls, Ruscitto Latham Blanton Architecture

REQUEST: Develop a new 24,216 gross-square-foot mixed-use building containing 2 retail units on the ground floor, a parking garage with 8 off-street parking spaces, 4 community housing units with private entrances accessed from the alley, and 4 market-rate residential units on the upper floors.

LOCATION: 460 N Main Street (Ketchum Townsite: Block 5: Lots 3 & 4)

ZONING: Retail Core of the Community Core (CC-1)

BACKGROUND:

1. The applicant is proposing to develop a new 24,216-square-foot mixed-use building at the southeast corner of Main and 5th Streets that will contain two retail units on the ground floor, a parking garage with 8 off-street parking spaces, 4 community housing units with private entrances accessed from the alley, and 4 market-rate residential units on the second and third floors.
2. The site is located at 460 N Main Street (Ketchum Townsite: Block 5: Lots 3 & 4) within the Retail Core Subdistrict of the Community Core (CC-1). Multi-family dwelling units retail are permitted uses in the CC-1 Zone.
3. The subject property has an area of 11,000 square feet.
4. The proposed floor area of the project will have a total area of 24,216 gross square feet.
5. The mixed-use building has a proposed Floor Area Ratio (FAR) of 2.21 (24,216 gross square feet/11,000 square feet lot area).

6. As a condition of Design Review approval, the project shall comply with the requirements of Ketchum City Code §17.124.040, *Floor Area Ratios and Community Housing*, as adopted on the date a Building Permit is submitted for the project.
7. The Planning and Zoning Commission approved the Design Review application (P22-007) for the 460 N Main Mixed-Use Building on March 8th, 2022. Building Permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator.

EXCEEDANCE ANALYSIS

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

Permitted in Community Core Subdistrict 1 (CC-1)

Permitted Gross FAR: 1.0

Permitted Gross FAR with Inclusionary Housing Incentive: 2.25

Proposed Gross Floor Area: 24,216 gross square feet

Lot Area: 11,00 square feet

FAR Proposed: 2.21 (24,216 gross square feet/11,000 square feet lot area)

Increase Above Permitted FAR: 13,216 square feet

20% of Increase: 2,643 square feet

Net Livable (15% Reduction): 2,247 square feet community housing required.

The applicant has proposed to provide four one-bedroom community housing units as shown on the second-level floor plan (Sheet A3.2) within the mixed-use building to satisfy the community housing contribution. The total floor area for each community housing unit is provided on Sheet A0.6 of the project plans.

Community Housing Unit	Floor Area
Unit 2C	682 square feet
Unit 2D	676 square feet
Unit 2E	679 square feet
Unit 2F	715 square feet
Total	2,752 square feet

The total floor area of the four community housing units is 2,752 square feet, which is 505 square feet more than required for the FAR exceedance.

Total Proposed Community Housing Net Livable Square Feet Contribution: 2,752 square feet

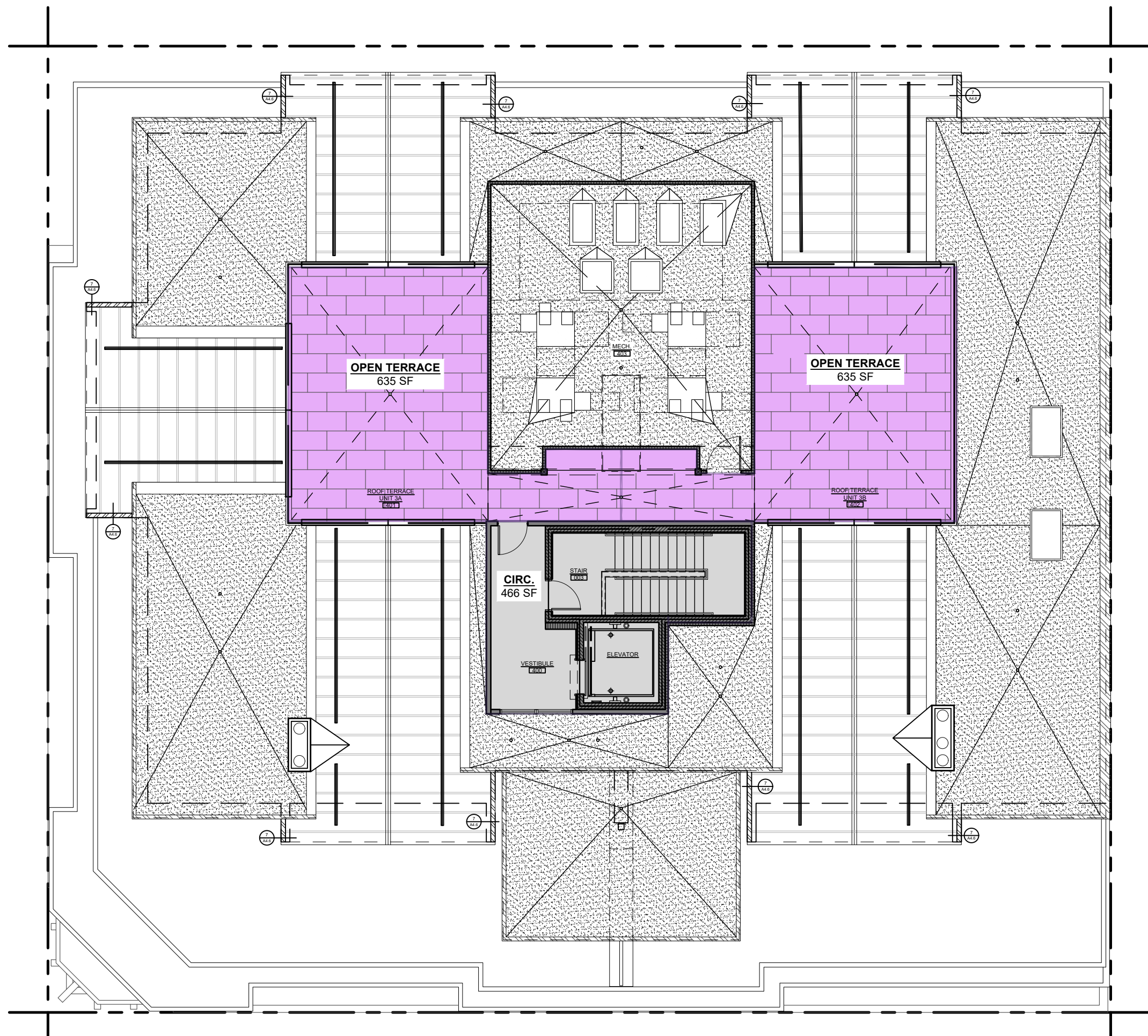
Remainder Community Housing In-Lieu Fee: \$0

460 N MAIN MIXED-USE BUILDING COMMUNITY HOUSING CONTRIBUTION

The applicant shall provide the following:

1. Provide four, one-bedroom community housing units for rent on the ground floor of the mixed-use building with private entrances accessed from the alley. The total floor area of the four community housing units is 2,752 square feet.
2. Target subject community housing unit rental for Blaine County Housing Authority (BCHA) Income Category 4 or lower. The tenants chosen to occupy the community housing units shall be selected from the BCHA database of qualified households.
3. The community housing units shall be listed for rent through BCHA concurrent with the issuance of a Certificate of Occupancy by the City for the project.
4. The deed covenant for the community housing units shall be recorded prior to Certificate of Occupancy for the mixed-use building and notated on the Final Condominium Plat.

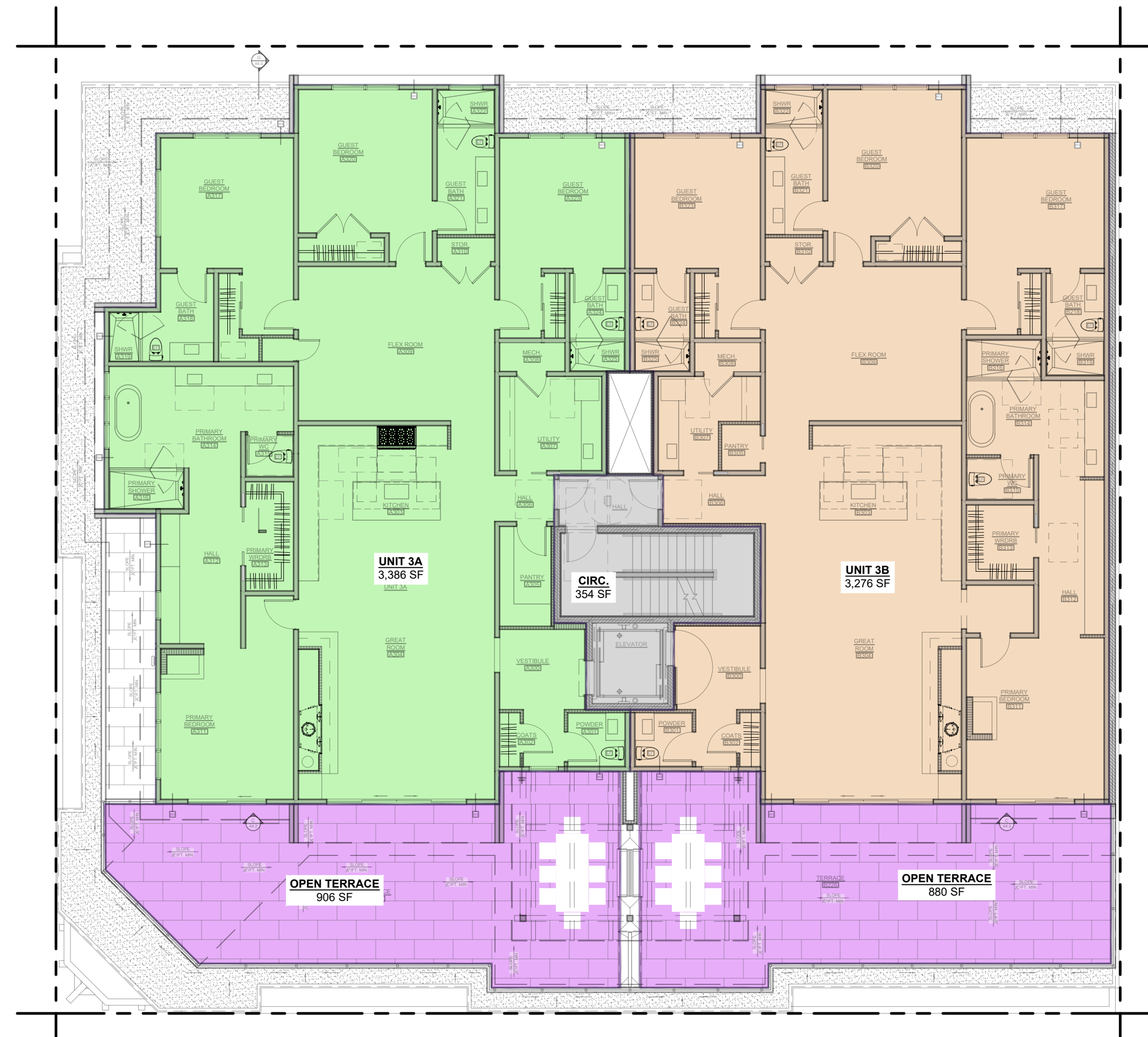
OWNERSHIP OF DOCUMENTS: This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of RUSCITTO LATHAM BLANTON ARCHITECTURE P.A., and is not to be used in whole or in part, for any other project without written authorization of RUSCITTO LATHAM BLANTON ARCHITECTURE P.A.



ROOF LEVEL AREA LEGEND

OPEN TERRACE	ROOF DECK ACCESS*
CIRCULATION	

ROOF LEVEL PLAN
SCALE: 3/32" = 1'-0"



THIRD LEVEL AREA LEGEND

UNIT 3A*	OPEN TERRACE
UNIT 3B*	CIRCULATION

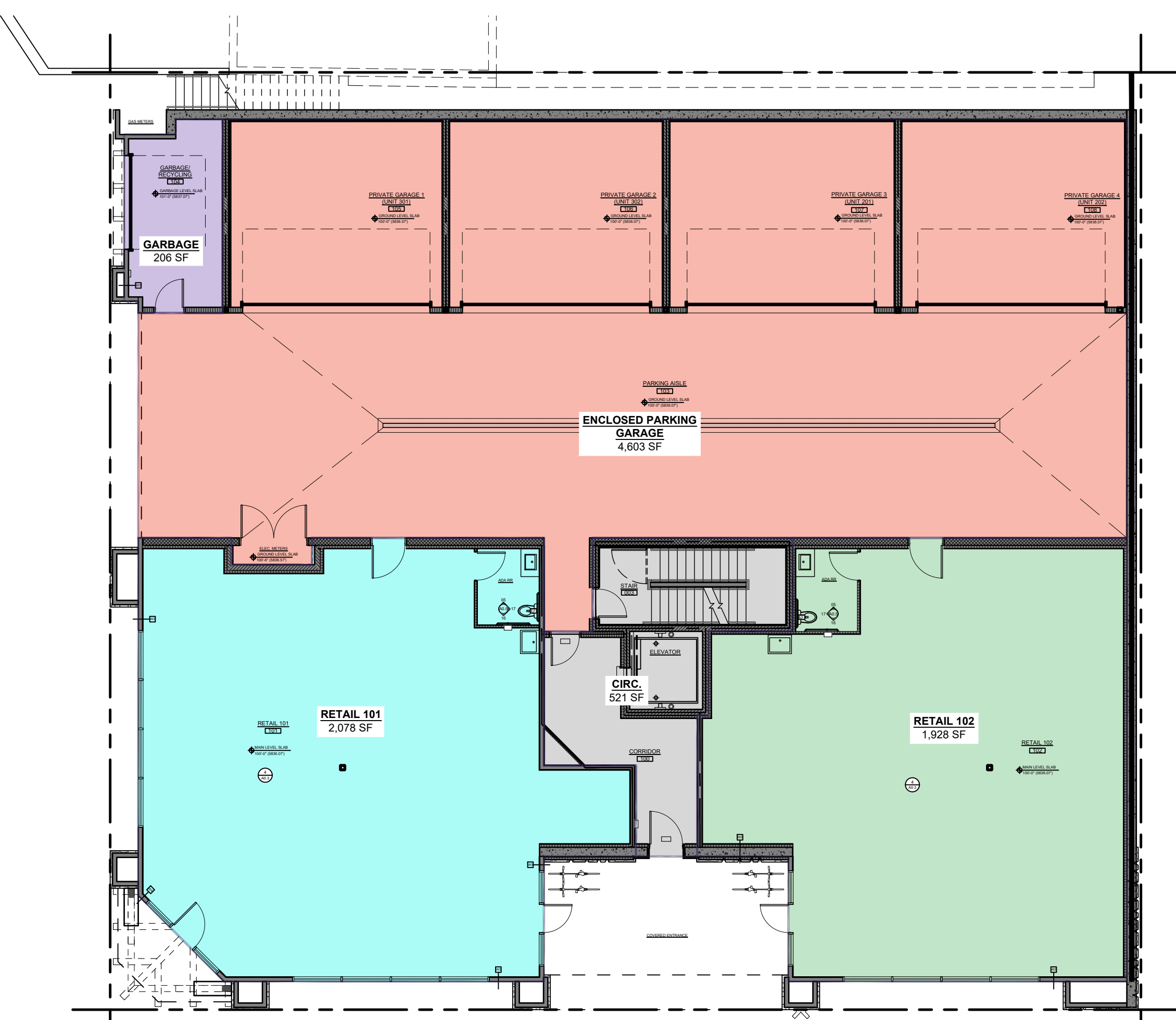
THIRD LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"



SECOND LEVEL AREA LEGEND

UNIT 2A*	OPEN TERRACE	UNIT 2C*	UNIT 2E*
UNIT 2B*	CIRCULATION	UNIT 2D*	UNIT 2F*

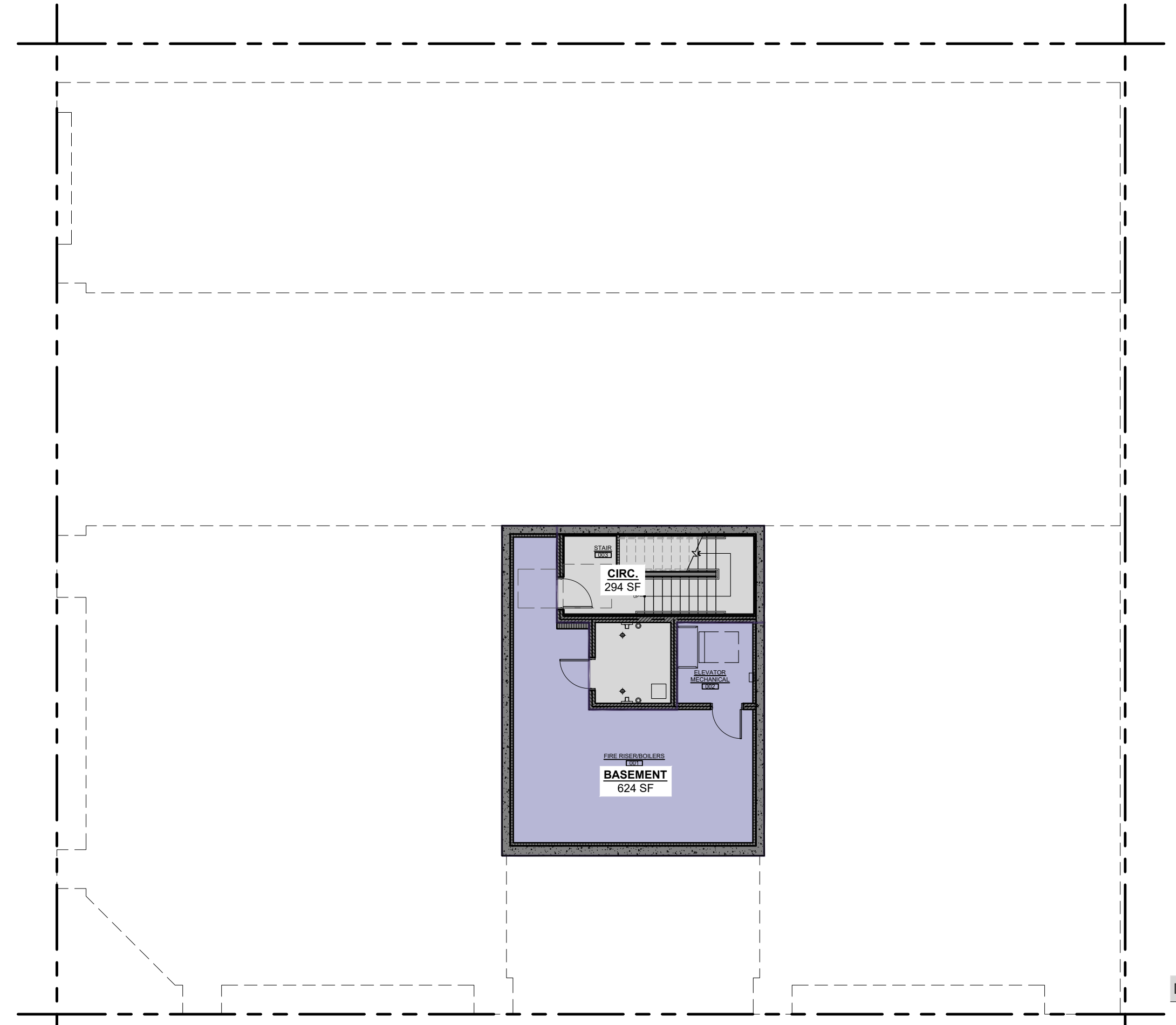
SECOND LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"



MAIN LEVEL AREA LEGEND

RETAIL 101*	CORRIDOR*	ENCLOSED PARKING GARAGE*
RETAIL 102*	CIRCULATION*	GARBAGE*

MAIN LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"



BASEMENT AREA LEGEND

BASEMENT	CIRCULATION
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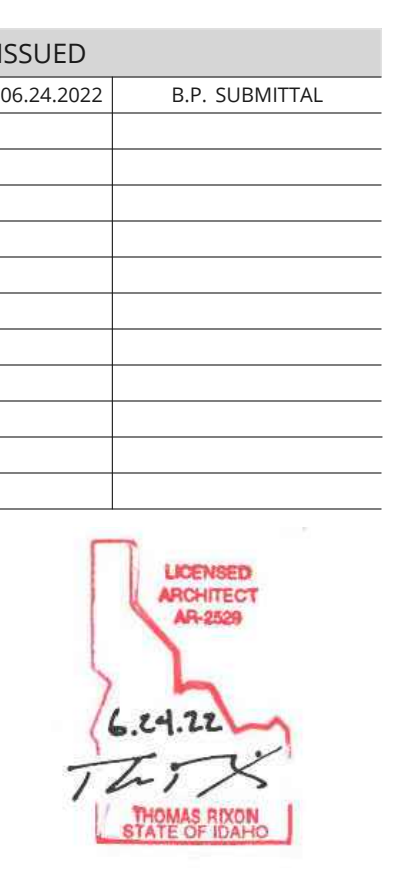
BASEMENT LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"

F.A.R. CALCCS

LEVEL	SPACE	AREA
MAIN LEVEL FLOOR PLAN	RETAIL 101	2,078 SF
MAIN LEVEL FLOOR PLAN	RETAIL 102	1,928 SF
MAIN LEVEL FLOOR PLAN	CIRCULATION	521 SF
MAIN LEVEL FLOOR PLAN	ENCLOSED PARKING GARAGE	4,603 SF
MAIN LEVEL FLOOR PLAN	GARBAGE	206 SF
MAIN LEVEL FLOOR PLAN		9,336 SF
SECOND LEVEL FLOOR PLAN	UNIT 2A	2,729 SF
SECOND LEVEL FLOOR PLAN	UNIT 2B	2,737 SF
SECOND LEVEL FLOOR PLAN	UNIT 2C	682 SF
SECOND LEVEL FLOOR PLAN	UNIT 2D	676 SF
SECOND LEVEL FLOOR PLAN	UNIT 2E	679 SF
SECOND LEVEL FLOOR PLAN	UNIT 2F	715 SF
SECOND LEVEL FLOOR PLAN		8,218 SF
THIRD LEVEL FLOOR PLAN	UNIT 3A	3,386 SF
THIRD LEVEL FLOOR PLAN	UNIT 3B	3,276 SF
THIRD LEVEL FLOOR PLAN		6,662 SF

AREA OF TOTAL LOT	11,000 SF
GROSS BUILDING AREA FOR F.A.R.*	24,216 SF
PERMITTED F.A.R.	1
PERMITTED F.A.R. W/20% COMM. HOUSING	2.25
ADJUSTED AREA FOR F.A.R. COMM. HOUSING (>1 F.A.R.)	13,216 SF
COMM. HOUSING	2,752 SF
COMM. HOUSING % OF ADJUSTED AREA	20.8 %
F.A.R.	2.20

*GROSS AREA FOR OPEN TERRACES, BASEMENT, STAIRWAYS AND ELEVATOR OTHER THAN GROUND FLOOR, NOT INCLUDED IN THE "GROSS BUILDING AREA FOR F.A.R."



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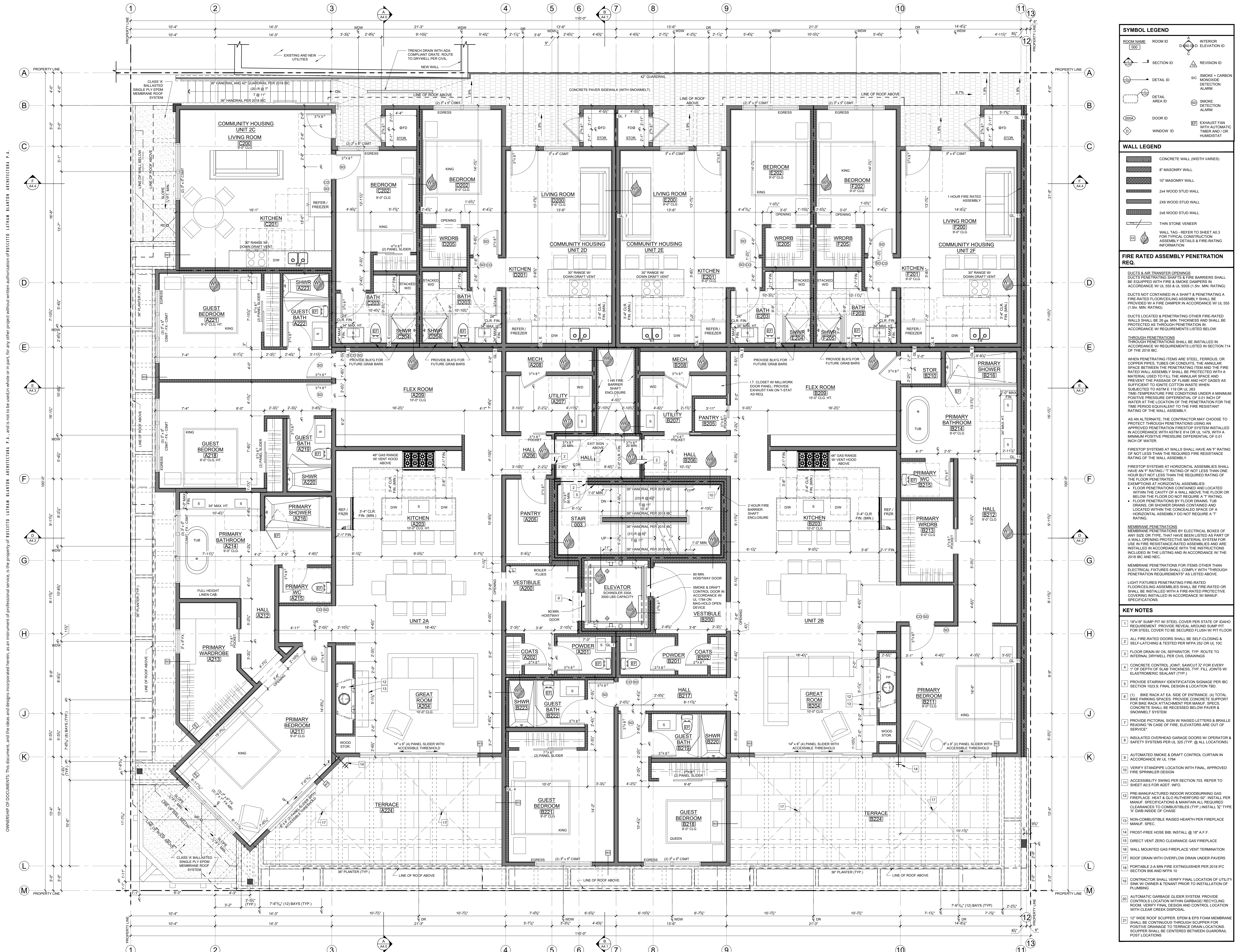
460 NORTH MAIN STREET
460 NORTH MAIN STREET | KETCHUM, IDAHO

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DRAWING

F.A.R. CALCULATION

DWG. #

A0.6



SYMBOL LEGEND	
	ROOM NAME
	ROOM ID
	INTERIOR ELEVATION ID
	SECTION ID
	DETAIL ID
	DETAIL AREA ID
	DOOR ID
	WINDOW ID
	REVISION ID
	SMOKE + CARBON MONOXIDE DETECTION ALARM
	SMOKE DETECTION ALARM
	EXHAUST FAN WITH AUTOMATIC TIMER AND/OR HUMIDISTAT

WALL LEGEND	
	CONCRETE WALL (WIDTH VARIES)
	8" MASONRY WALL
	10" MASONRY WALL
	2x4 WOOD STUD WALL
	2x6 WOOD STUD WALL
	THIN STONE VENEER

FIRE RATED ASSEMBLY PENETRATION REQ.

DUCTS & AIR TRANSFER OPENINGS
DUCTS PENETRATING SHAFTS & FIRE BARRIERS SHALL BE EQUIPPED WITH FIRE & SMOKE DAMPERS IN ACCORDANCE WITH UL 555 & UL 555S (1.5hr. MIN. RATING)

DUCTS NOT CONTAINED IN A SHAFT & PENETRATING A FIRE-RATED FLOOR/Ceiling ASSEMBLY SHALL BE PROVIDED WITH A FIRE DAMPER IN ACCORDANCE WITH UL 555 (1.5hr. MIN. RATING)

DUCTS LOCATED & PENETRATING OTHER FIRE-RATED WALLS SHALL BE 20 MIN. THICKNESS AND SHALL BE PROTECTED AS THROUGH PENETRATION IN ACCORDANCE WITH REQUIREMENTS LISTED BELOW.

THROUGH PENETRATIONS
THROUGH PENETRATIONS SHALL BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS LISTED IN SECTION 714 OF THE 2018 IBC.

WHEN PENETRATING ITEMS ARE STEEL, FERROUS OR COPPER PIPES, TUBES OR CONDUITS THROUGH ANNUAL SPACE BETWEEN THE PENETRATING ITEM AND THE FIRE RATED WALL ASSEMBLY SHALL BE PROTECTED WITH A MATERIAL USED TO FILL THE ANNUAL SPACE AND PREVENT THE PASSAGE OF FLAME AND HOT GASES AS SUFFICIENT TO IGNITE COTTON WASTE WHEN SUBJECTED TO ASTM E 119 OR UL 263

TIME TEMPERATURE FIRE CONDITIONS UNDER A MINIMUM POSITIVE PRESSURE DIFFERENTIAL OF 0.01 INCH OF WATER AT THE LOCATION OF THE PENETRATION FOR THE TIME PERIOD EQUIVALENT TO THE FIRE RESISTANT RATING OF THE WALL ASSEMBLY.

AS AN ALTERNATE, THE CONTRACTOR MAY CHOOSE TO PROTECT THROUGH PENETRATIONS USING AN APPROVED PENETRATION FIRESTOP SYSTEM INSTALLED IN ACCORDANCE WITH ASTM E 814 OR UL 1478, WITH A MINIMUM POSITIVE PRESSURE DIFFERENTIAL OF 0.01 INCH OF WATER.

FIRESTOP SYSTEMS AT WALLS SHALL HAVE AN "F" RATING OF NOT LESS THAN THE REQUIRED FIRE RESISTANCE RATING OF THE WALL ASSEMBLY.

FIRESTOP SYSTEMS AT HORIZONTAL ASSEMBLIES SHALL HAVE AN "F" RATING / "T" RATING OF NOT LESS THAN ONE HOUR BUT NOT LESS THAN THE REQUIRED RATING OF THE FLOOR PENETRATION.

EXEMPTIONS AT HORIZONTAL ASSEMBLIES

- FLOOR PENETRATIONS CONTAINED AND LOCATED WITHIN THE CAVITY OF A WALL ABOVE THE FLOOR OR BELOW THE FLOOR DO NOT REQUIRE A "T" RATING.
- FLOOR PENETRATIONS BY FLOOR DRAINS, TUB DRAINS, OR SHOWER DRAINS CONTAINED AND LOCATED WITHIN THE CONCEALED SPACE OF A HORIZONTAL ASSEMBLY DO NOT REQUIRE A "T" RATING.

MEMBRANE PENETRATIONS
MEMBRANE PENETRATIONS BY ELECTRICAL BOXES OF ANY SIZE OR TYPE, THAT HAVE BEEN LISTED AS PART OF A WALL OPENING PROTECTIVE MATERIAL SYSTEM FOR USE IN FIRE RESISTANT RATED ASSEMBLIES AND ARE INSTALLED IN ACCORDANCE WITH THE RESTRICTIONS INCLUDED IN THE LISTING AND IN ACCORDANCE WITH THE 2018 IBC AND NEC.

MEMBRANE PENETRATIONS FOR ITEMS OTHER THAN ELECTRICAL FIXTURES SHALL COMPLY WITH THROUGH PENETRATION REQUIREMENTS AS LISTED ABOVE.

LIGHT FIXTURES PENETRATING FIRE-RATED FLOOR/Ceiling ASSEMBLIES SHALL BE FIRE-RATED OR SHALL BE INSTALLED WITH A FIRE-RATED PROTECTIVE COVERING INSTALLED IN ACCORDANCE WITH MANUF. SPECIFICATIONS.

KEY NOTES

- 18" x 18" SUMP PIT W/ STEEL COVER PER STATE OF IDAHO REQUIREMENT. PROVIDE REVEAL AROUND SUMP PIT FOR STEEL COVER TO BE SECURED FLUSH W/ FLOOR
- ALL FIRE-RATED DOORS SHALL BE SELF-CLOSING & SELF-LATCHING & TESTED PER NFPA 252 OR UL 10C
- FLOOR DRAIN W/ OIL SEPARATOR, TYP. ROUTE TO INTERNAL DRYWELL PER CIVIL DRAWINGS
- CONCRETE CONTROL JOINT: SAWCUT 1/2" FOR EVERY 1" OF DEPTH OF SLAB THICKNESS. TYP. FILL JOINTS W/ ELASTOMERIC SEALANT (TYP.)
- PROVIDE STARWAY IDENTIFICATION SIGNAGE PER IBC SECTION 1023.9; FINAL DESIGN & LOCATION TBD.
- (1) BIKE RACK AT EA. SIDE OF ENTRANCE (4) TOTAL BIKE PARKING SPACES. PROVIDE CONCRETE SUPPORT FOR BIKE RACK ATTACHMENT PER MANUF. SPEC. CONCRETE SHALL BE RECESSED BELOW PAVEMENT & SNOWMELT SYSTEM.
- PROVIDE PICTORIAL SIGN W/ RAISED LETTERS & BRILLE READING IN CASE OF FIRE. ELEVATORS ARE OUT OF SERVICE!
- INSULATED OVERHEAD GARAGE DOORS W/ OPERATOR & SAFETY SYSTEMS PER UL 352 (TYP. @ ALL LOCATIONS)
- AUTOMATIC SMOKE & DRAFT CONTROL CURTAIN IN ACCORDANCE W/ UL 1784
- VERIFY STAIRWELL LOCATION WITH FINAL APPROVED FIRE SPRINKLER DESIGN
- ACCESSIBILITY SWING PER SECTION 703. REFER TO SHEET A5 FOR ADD. INFO.
- PRE-MANUFACTURED INDOOR WOODBURNING GAS FIREPLACE. HEAT & GLO R/ THERMIFORD 50". INSTALL PER MANUF. SPECIFICATIONS & MAINTAIN ALL REQUIRED CLEARANCES TO COMBUSTIBLES (TYP.) INSTALL 1/2" TYPE "X" GWS INSIDE OF CHASE
- NON-COMBUSTIBLE RAISED HEARTH PER FIREPLACE MANUF. SPEC.
- FROST-FREE HOSE BIB. INSTALL @ 18" A.F.F.
- DIRECT VENT ZERO CLEARANCE GAS FIREPLACE
- WALL MOUNTED GAS FIREPLACE VENT TERMINATION
- ROOF DRAIN WITH OVERFLOW DRAIN UNDER PAVERS
- PORTABLE 2-A MIN FIRE EXTINGUISHER PER 2018 IFC SECTION 906 AND NFPA 10
- CONTRACTOR SHALL VERIFY FINAL LOCATION OF UTILITY SINK W/ OWNER & TENANT PRIOR TO INSTALLATION OF PLUMBING
- AUTOMATIC GARBAGE GLIDER SYSTEM. PROVIDE CONTROL LOCATION WITHIN GARBAGE/RECYCLING ROOM. VERIFY FINAL DESIGN AND CONTROL LOCATION WITH CLEAR CREEK DISPOSAL.
- 12" WIDE ROOF SCUPPER. EPDM & EPS FOAM MEMBRANE SHALL BE CONTINUOUS THROUGH SCUPPER FOR POSITIVE DRAINAGE TO TERRACE DRAIN LOCATIONS. SCUPPER SHALL BE CENTERED BETWEEN GUARDRAIL POST LOCATIONS

ISSUED	
06.24.2022	B.P. SUBMITTAL



RUSCITTO LATHAM BLANTON
ARCHITECTURE P.A.
PO BOX 5619 KETCHUM, ID 83840
WWW.RLBV.COM

460 NORTH MAIN STREET
460 NORTH MAIN STREET | KETCHUM, IDAHO

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DRAWING
SECOND LEVEL FLOOR PLAN

DWG. # **A3.2**

SCALE: 1/4" = 1'-0"
SECOND LEVEL FLOOR PLAN

Attachment B
Right-of-Way Encroachment
Agreement
22794

WHEN RECORDED, PLEASE RETURN TO:

**OFFICE OF THE CITY CLERK
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340**

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22794

THIS AGREEMENT, made and entered into this ____ day of ____, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and David Wilson, representing Fifth & Main LLC ("Owner"), whose address is Post Office Box 6770, Ketchum Idaho, 83340.

RECITALS

WHEREAS, Owner wishes to permit the construction, installation, and placement of a hydronic snowmelt system and pavers for the new sidewalks that are required for the development of the 460 N Main Mixed-Use Building Project within the public right-of-way along 5th Street and a hydronic snowmelt system for the Ketchum Townsite Block 5 alleyway improvements. These improvements are shown in Exhibit A attached hereto and incorporated herein (collectively referred to as the "Improvements").

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the street, alley, sidewalk, curb, and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to construct, install, maintain, and repair the Improvements identified in Exhibit A within the public rights-of-way 5th Street and the Ketchum Townsite Block 5 alleyway until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.
2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.
3. Snowmelt systems installed in the public right-of-way shall be installed and operate at all times during the winter according to the following:
 - The system shall meet the requirements of the International Energy Conservation Code (2018 IECC, 403.12.2)
 - The system shall have an electronic main control board to operate the system that is programmable and optimizes the way the system functions.

- Installation of in-ground control sensors linked to the main control board that detect snow and ice on the surface, monitor the the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.

4. Owner shall be responsible for restoring the alley, sidewalk, curb, and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

5. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

6. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

7. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

8. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

9. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

10. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

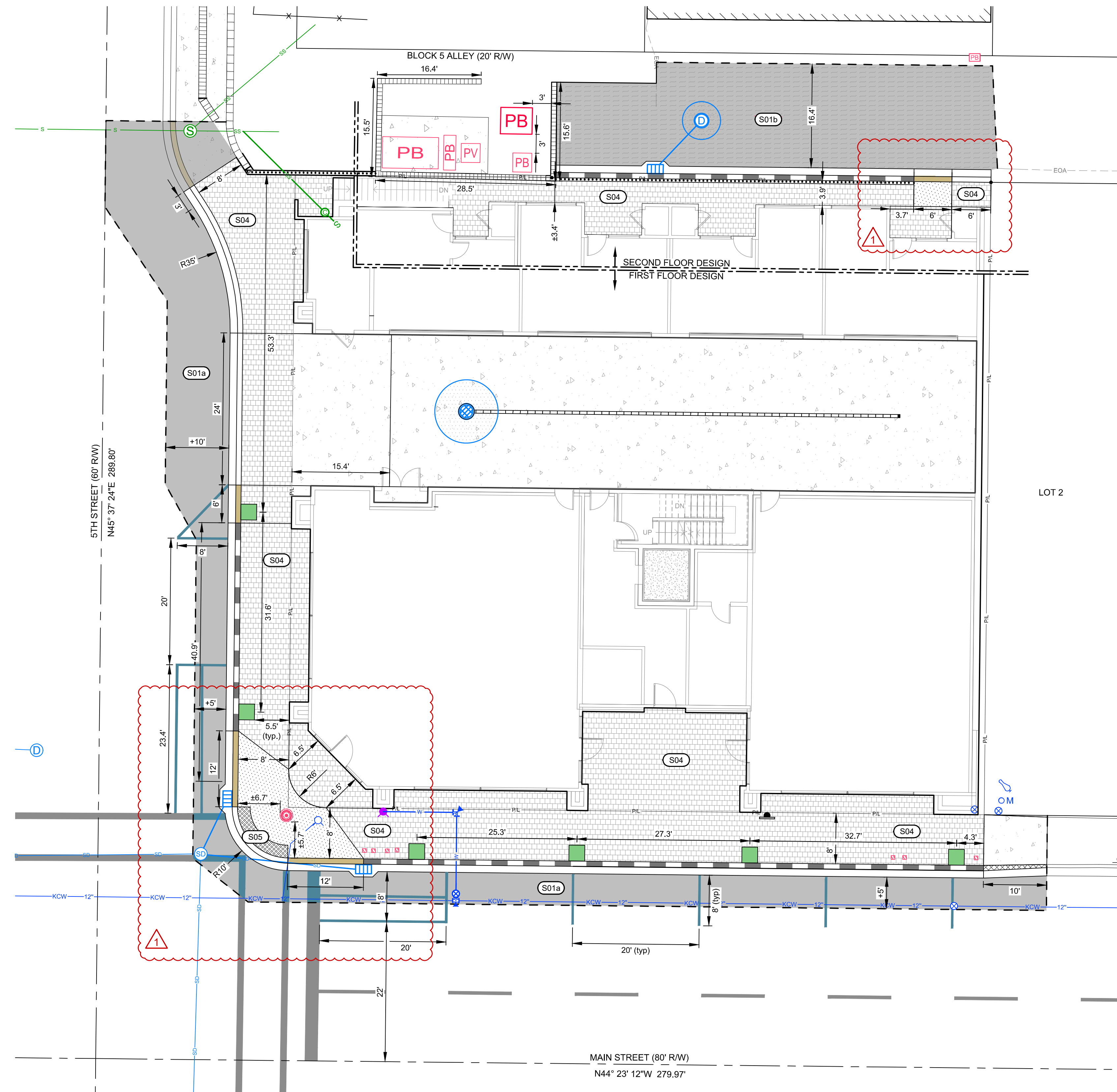
11. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

12. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

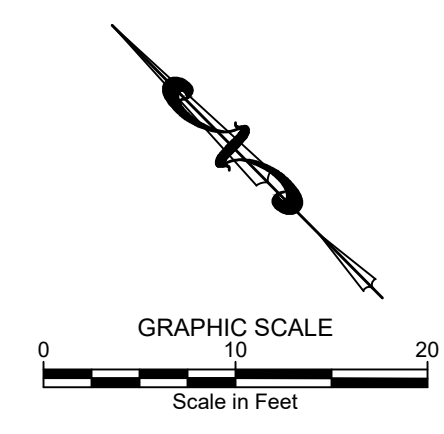
13. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

EXHIBIT A

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this project except by agreement in writing with Galena Engineering, Inc.



- S01 ASPHALT:
 - a. CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL 1 / C2.1.
 - b. CONSTRUCT HEATED ALLEY ASPHALT REPAIR. SEE DETAIL 1 / C2.1.
- S02 CONSTRUCT CONCRETE CURB AND GUTTER
 - a. 6" ROLLED C&G PER DETAIL 3 / C2.1.
- S04 CONSTRUCT HEATED PAVER SIDEWALK, WIDTH AS SHOWN HEREON. SEE DETAIL 2 / C2.1
- S05 INSTALL CITY OF KETCHUM APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING INSERT. SEE DETAIL 7 / C2.1.
- S06 INSTALL TREE AND TREE WELL AS SHOWN HEREON. SEE DETAIL 4 / C2.2.



- NOTES**
1. ALL SIDEWALK ADJACENT TO RIGHT-OF-WAY SHALL BE HEATED. SEE DETAIL 2/C2.1.
 2. SURFACING MATERIAL FOR THE NEW SIDEWALKS WITHIN RIGHT-OF-WAY WILL BE TITAN CONCRETE MIX.

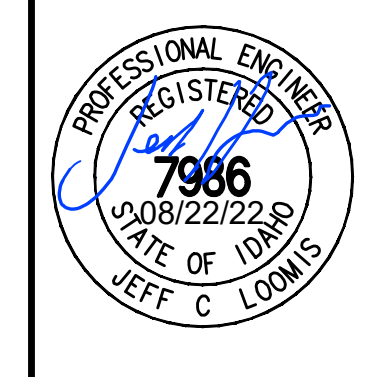
SNOWMELT NOTES

1. ALL SIDEWALKS AND ALLEY WAY WILL BE INCLUDED IN THE SNOWMELT SYSTEM.
2. ALL SNOWMELT WILL EXTEND PAST EDGE OF PAVERS TO INCLUDE CURBS.
3. SNOWMELT SYSTEMS INSTALLED IN THE PUBLIC ROW SHALL BE INSTALLED AND OPERATE AT ALL TIMES DURING THE WINTER.
4. THE SYSTEM SHALL MEET THE REQUIREMENTS OF THE 2018 IECC 403.12.2.
5. THE SYSTEM SHALL HAVE AN ELECTRONIC MAIN CONTROL BOARD TO OPERATE THE SYSTEM THAT IS PROGRAMMABLE AND OPTIMIZES THE SYSTEMS FUNCTION.
6. THE SYSTEM SHALL HAVE IN-GROUND CONTROL SENSORS LINKED TO THE MAIN CONTROL BOARD TO DETECT SNOW AND ICE ON THE SURFACE, MONITOR THE TEMPERATURE, AND AUTOMATICALLY ACTIVATE THE SYSTEM.
7. THE SNOWMELT SYSTEM CONTROL BOARD AND SNOWMELT SYSTEM BOILER TO BE LOCATED IN BASEMENT LEVEL BOILER AREA.

**460 N. MAIN STREET
SITE GEOMETRY PLAN**

LOCATED WITHIN SECTION 15, T.2 N., R.18 E., B.M., CITY OF HALEY, BLAINE COUNTY, IDAHO

PROJECT INFORMATION
Prepared by: Galena Engineering, Inc. 08/22/22 8:55:55 AM
PREPARED FOR: DAVE WILSON



CT DESIGNED BY
CT DRAWN BY
SMF/JCL CHECKED BY

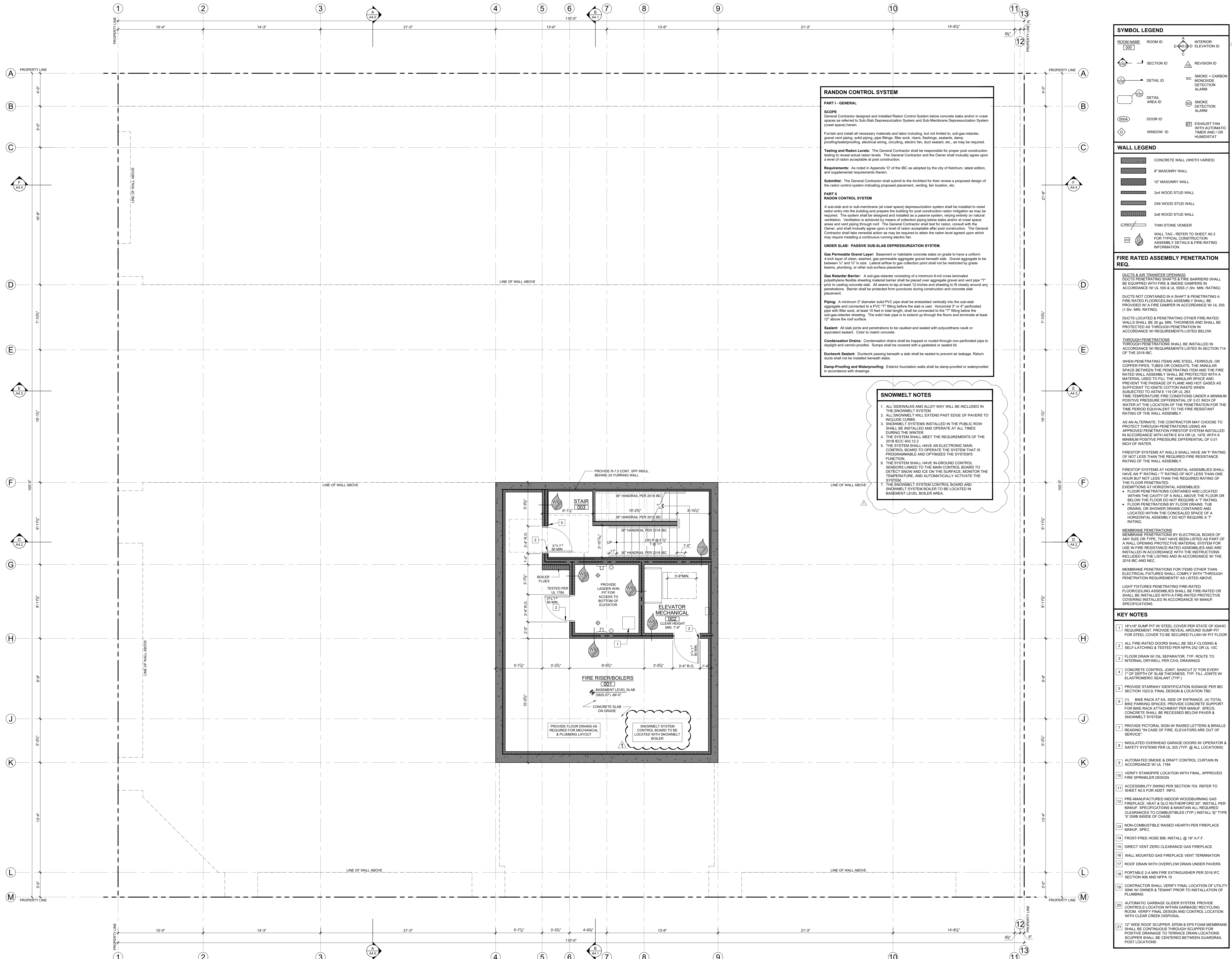
GALENA
ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Haley, Idaho 83333
email: galena@galena-engineering.com

PURPOSE: ISSUE FOR PERMIT

NO.	DATE	BY	REVISIONS
1	08/22/22	CT	REVISIONS PER CITY COMMENTS (8/11/2022)

C1.0

OWNERSHIP OF DOCUMENTS: This document, and the ideas and designs incorporated herein, is the property of RUSCITTO LATHAM BLANTON ARCHITECTURE P.A., and is not to be used in whole or in part, for any other project without written authorization of RUSCITTO LATHAM BLANTON ARCHITECTURE P.A.



RANDON CONTROL SYSTEM

PART I - GENERAL

SCOPE
General Contractor designed and installed Radon Control System below concrete slabs and/or in crawl spaces as referred to Sub-Slab Depressurization System and Sub-Membrane Depressurization System (herein).

Furnish and install all necessary materials and labor including, but not limited to, soil-gas-retarder, gravel vent piping, solid piping, pipe fittings, filter sock, risers, flashings, sealants, damp proofing/waterproofing, electrical wiring, circuiting, electric fan, dust sealant, etc., as may be required.

Testing and Radon Levels: The General Contractor shall be responsible for proper post construction testing to reveal actual radon levels. The General Contractor and the Owner shall mutually agree upon a level of radon acceptable at post construction.

Requirements: As noted in Appendix 'O' of the IBC as adopted by the city of Ketchum, latest edition, and supplemental requirements therein.

Submittal: The General Contractor shall submit to the Architect for their review a proposed design of the radon control system indicating proposed placement, venting, fan location, etc.

PART II RADON CONTROL SYSTEM

A sub-slab and/or sub-membrane (at crawl space) depressurization system shall be installed to resist radon entry into the building and prepare the building for post construction radon mitigation as may be required. The system shall be designed and installed as a passive system, relying entirely on natural ventilation. Ventilation is achieved by means of collection piping below slabs and/or at crawl space areas and vent piping through roof. The General Contractor shall test for radon, consult with the Owner, and shall mutually agree upon a level of radon acceptable after post construction. The General Contractor shall take remedial action as may be required to attain the radon level agreed upon which may require installing a continuous running electric fan.

UNDER SLAB: PASSIVE SUB-SLAB DEPRESSURIZATION SYSTEM

Gas Permeable Gravel Layer: Basement or habitable concrete slabs on grade to have a uniform 4-inch layer of clean, washed, gas-permeable aggregate gravel beneath slab. Gravel aggregate to be between 1/2" and 3/4" in size. Lateral airflow to gas collection point shall not be restricted by grade beams, plumbing, or other sub-surface placement.

Gas Retarder Barrier: A soil-gas-retarder consisting of a minimum 6-mil cross laminated polyethylene flexible sheeting material barrier shall be placed over aggregate gravel and vent pipe "T" prior to casting concrete slab. All seams to lap at least 12 inches and sheathing to fit closely around any penetrations. Barrier shall be protected from punctures during construction and concrete slab placement.

Piping: A minimum 3" diameter solid PVC pipe shall be embedded vertically into the sub-slab aggregate and connected to a PVC "T" fitting below the slab is cast. Horizontal 3" or 4" perforated pipe with filter sock, at least 10 feet in total length, shall be connected to the "T" fitting below the soil-gas-retarder sheathing. The solid riser pipe is to extend up through the floors and terminate at least 12" above the roof surface.

Sealant: All slab joints and penetrations to be caulked and sealed with polyurethane caulk or equivalent sealant. Color to match concrete.

Condensation Drains: Condensation drains shall be trapped or routed through non-perforated pipe to daylight and vermin-proofed. Sumps shall be covered with a gasketed or sealed lid.

Ductwork Sealant: Ductwork passing beneath a slab shall be sealed to prevent air leakage. Return ducts shall not be installed beneath slabs.

Damp-Proofing and Waterproofing: Exterior foundation walls shall be damp-proofed or waterproofed in accordance with drawings.

SNOWMELT NOTES

1. ALL SIDEWALKS AND ALLEY WAY WILL BE INCLUDED IN THE SNOWMELT SYSTEM.
2. ALL SNOWMELT WILL EXTEND PAST EDGE OF PAVERS TO INCLUDE CURBS.
3. SNOWMELT SYSTEMS INSTALLED IN THE PUBLIC ROW SHALL BE INSTALLED AND OPERATE AT ALL TIMES DURING THE WINTER.
4. THE SYSTEM SHALL MEET THE REQUIREMENTS OF THE 2018 ICC 403.12.2
5. THE SYSTEM SHALL HAVE AN ELECTRONIC MAIN CONTROL BOARD TO OPERATE THE SYSTEM THAT IS PROGRAMMABLE AND OPTIMIZES THE SYSTEM'S FUNCTION.
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7. THE SNOWMELT SYSTEM CONTROL BOARD AND SNOWMELT SYSTEM BOILER TO BE LOCATED IN BASEMENT LEVEL BOILER AREA.

- SYMBOL LEGEND**
- | | | |
|----------------|-------------|--|
| ROOM NAME | ROOM ID | INTERIOR ELEVATION ID |
| SECTION ID | REVISION ID | |
| DETAIL ID | SC | SMOKE + CARBON MONOXIDE DETECTION ALARM |
| DETAIL AREA ID | SD | SMOKE DETECTION ALARM |
| DOOR ID | EF | EXHAUST FAN WITH AUTOMATIC TIMER AND/OR HUMIDISTAT |
| WINDOW ID | | |
- WALL LEGEND**
- CONCRETE WALL (WIDTH VARIES)
 - 8" MASONRY WALL
 - 10" MASONRY WALL
 - 2x4 WOOD STUD WALL
 - 2x6 WOOD STUD WALL
 - 2x8 WOOD STUD WALL
 - THIN STONE VENEER
- FIRE RATED ASSEMBLY PENETRATION REQ.**
- DUCTS & AIR TRANSFER OPENINGS**
DUCTS PENETRATING SHAFTS & FIRE BARRIERS SHALL BE EQUIPPED WITH FIRE & SMOKE DAMPERS IN ACCORDANCE W/ UL 555 & UL 555S (1.5hr. MIN. RATING)
- DUCTS NOT CONTAINED IN A SHAFT & PENETRATING A FIRE RATED FLOOR/CEILING ASSEMBLY SHALL BE PROVIDED W/ A FIRE DAMPER IN ACCORDANCE W/ UL 555 (1.5hr. MIN. RATING)**
- DUCTS LOCATED & PENETRATING OTHER FIRE RATED WALLS SHALL BE 28 ga. MIN. THICKNESS AND SHALL BE PROTECTED AS THROUGH PENETRATION IN ACCORDANCE W/ REQUIREMENTS LISTED BELOW.**
- THROUGH PENETRATIONS**
THROUGH PENETRATIONS SHALL BE INSTALLED IN ACCORDANCE W/ REQUIREMENTS LISTED IN SECTION 714 OF THE 2018 IBC.
- WHEN PENETRATING ITEMS ARE STEEL, FERROUS OR COPPER PIPES, TUBES OR CONDUITS, THE ANNULAR SPACE BETWEEN THE PENETRATING ITEM AND THE FIRE RATED WALL ASSEMBLY SHALL BE PROTECTED WITH A MATERIAL USED TO FILL THE ANNULAR SPACE AND PREVENT THE PASSAGE OF FLAME AND HOT GASES AS SUFFICIENT TO IGNITE COTTON WASTE WHEN SUBJECTED TO ASTM E 119 OR UL 263 TIME TEMPERATURE FIRE CONDITIONS UNDER A MINIMUM POSITIVE PRESSURE DIFFERENTIAL OF 0.01 INCH OF WATER AT THE LOCATION OF THE PENETRATION FOR THE TIME PERIOD EQUIVALENT TO THE FIRE RESISTANT RATING OF THE WALL ASSEMBLY.**
- AS AN ALTERNATE, THE CONTRACTOR MAY CHOOSE TO PROTECT THROUGH PENETRATIONS USING AN APPROVED PENETRATION FIRESTOP SYSTEM INSTALLED IN ACCORDANCE WITH ASTM E 814 OR UL 1493 WITH A MINIMUM POSITIVE PRESSURE DIFFERENTIAL OF 0.01 INCH OF WATER.**
- FIRESTOP SYSTEMS AT WALLS SHALL HAVE AN "F" RATING OF NOT LESS THAN THE REQUIRED FIRE RESISTANCE RATING OF THE WALL ASSEMBLY.**
- FIRESTOP SYSTEMS AT HORIZONTAL ASSEMBLIES SHALL HAVE AN "F" RATING / "T" RATING OF NOT LESS THAN ONE HOUR BUT NOT LESS THAN THE REQUIRED "F" RATING OF THE FLOOR PENETRATION.**
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- KEY NOTES**
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 7. PROVIDE PICTORIAL SIGN W/ RAISED LETTERS & BRILLE READING "IN CASE OF FIRE, ELEVATORS ARE OUT OF SERVICE"
 8. INSULATED OVERHEAD GARAGE DOORS W/ OPERATOR & SAFETY SYSTEMS PER UL 325 (TYP. @ ALL LOCATIONS)
 9. AUTOMATIC SMOKE & DRAFT CONTROL CURTAIN IN ACCORDANCE W/ UL 1784
 10. VERIFY STANDPIPE LOCATION WITH FINAL, APPROVED FIRE SPRINKLER DESIGN
 11. ACCESSIBILITY SWING PER SECTION 703. REFER TO SHEET A0.5 FOR ADOT. INFO.
 12. PRE-MANUFACTURED INDOOR WOODBURNING GAS FIREPLACE. HEAT & GLO RUTHERFORD 50". INSTALL PER MANUF. SPECIFICATIONS & MAINTAIN ALL REQUIRED CLEARANCES TO COMBUSTIBLES (TYP.) INSTALL 3/4" TYPE "X" GWB INSIDE OF CHASE
 13. NON-COMBUSTIBLE RAISED HEARTH PER FIREPLACE MANUF. SPEC.
 14. FROST-FREE HOSE BIB; INSTALL @ 18" A.F.F.
 15. DIRECT VENT ZERO CLEARANCE GAS FIREPLACE
 16. WALL MOUNTED GAS FIREPLACE VENT TERMINATION
 17. ROOF DRAIN WITH OVERFLOW DRAIN UNDER PAVERS
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 21. 12" WIDE ROOF SCUPPER. EPDM & EPS FOAM MEMBRANE SHALL BE CONTINUOUS THROUGH SCUPPER FOR POSITIVE DRAINAGE TO TERRACE DRAIN LOCATIONS. SCUPPER SHALL BE CENTERED BETWEEN GUARDRAIL POST LOCATIONS

ISSUED

06.24.2022	B.P. SUBMITTAL
08.23.2022	B.P. SUBMITTAL REVISIONS

RUSCITTO LATHAM BLANTON ARCHITECTURE P.A.

460 NORTH MAIN STREET | KETCHUM, IDAHO

PHONE: 208.726.5688
WWW: RUSCITTO.COM

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DRAWING

BASEMENT LEVEL FLOOR PLAN

DWG. #

A 3.0

SCALE: 1/4" = 1'-0"

Project Information

Project Number 08-15-2022-1
 Project Quote
 Project Name 460 North Main Street
 Designed For 460 North Main,

KETCHUM, ID 83340

Contact Information

Designed By Bud Amend
 Company Name Professional Radiant Systems llc
 Phone Number 208-720-3114

Project Assumptions

Outdoor Temp 6 °F
 Elevation 6300 ft
 Wind Speed 8 mph
 Job Type Commercial

Pump Specs

Zone Name	Flow	Head	Delta T	Supply Fluid Temp
Zone 1	34.4 GPM	18.3 ft	20	130 °F
Zone 2	13.5 GPM	14.4 ft	20	130 °F

Heated Area Descriptions

	Application	Construction	Heated Area	Product Totals
Zone 1 <> Room List (Curb and Sidewalk)	Snowmelt	Slab Cable Ties	3340 ft ²	(15) 333' Lengths of 3/4" RadiantPEX+
Zone 2 <> Room List (Alley Way)	Snowmelt	Slab Cable Ties	1246 ft ²	(6) 333' Lengths of 3/4" RadiantPEX+

Heating Load Summary

	Tube Spacing (in)	Intensity (BTU/h-ft ²)	Back/Edge Losses (BTU/h-ft ²)	Total Required (BTU/h)	Total Provided (BTU/h)	Supp. Needed
Zone 1				288202	353000	
Curb and Sidewalk	9	86.29	7.35	288202	353000	
Zone 2				113544	119946	
Alley Way	9	91.13	7.59	113544	119946	

Project Summary

Total Flow: 47.9 GPM
 Total System Head: 18.3 ft
 Boiler Load: 435736 BTU/h
 Total System Volume: 331 Gallons

Project Information

Project Number 08-15-2022-1
 Project Name 460 North Main Street
 Designed For 460 North Main,

KETCHUM, ID 83340

Contact Information

Designed By Bud Amend
 Company Name Professional Radiant Systems llc
 Phone Number 208-720-3114

Project Assumptions

Outdoor Temp 6 °F
 Elevation 6300 ft
 Wind Speed 8 mph
 Job Type Commercial

Zone 1

Design			
Application:	Snowmelt	Supply Fluid Temp:	130 °F
Product:	3/4" RadiantPEX+	Delta T:	20 °F
# of Circuits:	15	Flow:	34.37 GPM
Circuit Length:	333 ft	Head:	18.3 ft
Manifold Distance:	3 ft	Radiant Capacity:	353000 BTU/h
Heated Area:		Required Heat:	288202 BTU/h
		Panel Load:	312735 BTU/h
		% Glycol:	50%

Construction - Slab			
Slab Thickness:	4 in	Thickness Above Tube:	4 in
Slab Conductivity:	1.07 BTU/(h·ft·°F)		

Curb and Sidewalk (Zone 1)

Floor Coverings	Quantity	Area	R-Value	Infiltration	Total Heat Loss
Pavers (Top Layer)			R-0.4		

Zone Notes:

Zone 2

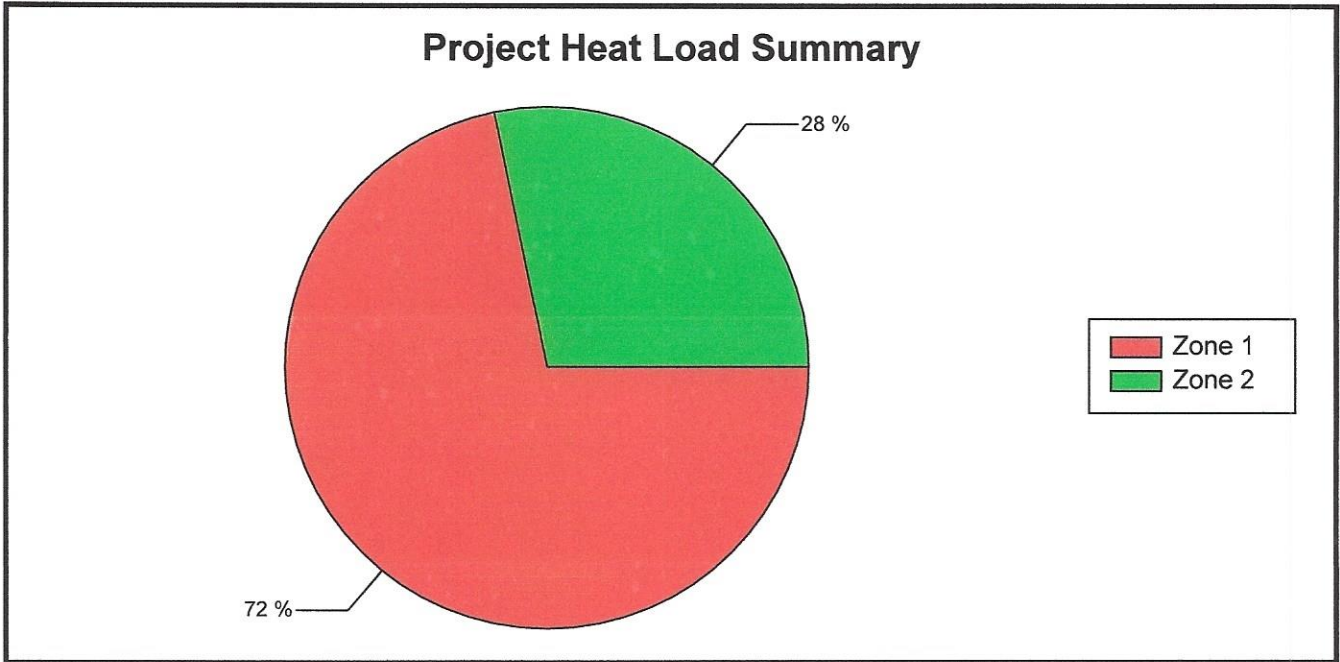
Design			
Application:	Snowmelt	Supply Fluid Temp:	130 °F
Product:	3/4" RadiantPEX+	Delta T:	20 °F
# of Circuits:	6	Flow:	13.52 GPM
Circuit Length:	333 ft	Head:	14.4 ft
Manifold Distance:	3 ft	Radiant Capacity:	119946 BTU/h
Heated Area:		Required Heat:	113544 BTU/h
		Panel Load:	123001 BTU/h
		% Glycol:	50%

Construction - Slab			
Slab Thickness:	4 in	Thickness Above Tube:	4 in
Slab Conductivity:	1.07 BTU/(h·ft·°F)		

Alley Way (Zone 2)

Floor Coverings	Quantity	Area	R-Value	Infiltration	Total Heat Loss
Asphalt (Top Layer)			R-0.48		

Zone Notes:



Project Notes:

Snow melt sidewalk.

Please verify all project information for accuracy.

Signature: _____

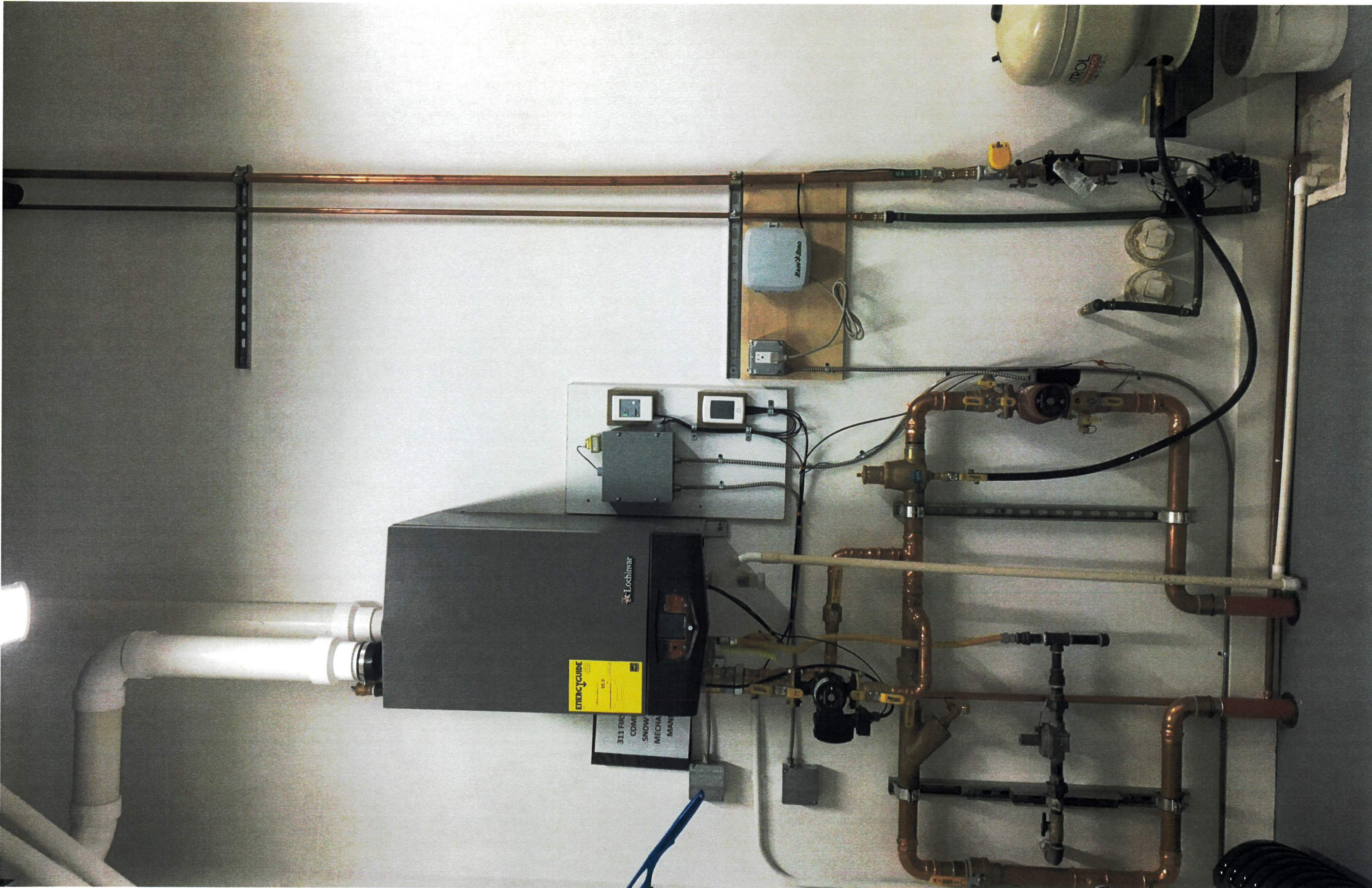
Date: _____

Total Heated Area: 4586 ft²

Please verify all project information for accuracy.

Signature: Bud Amend / PRS

Date: Aug. 16, 2022



ENERGYGUIDE
15.0

311 FIRE
COME
SNOW
MECHA
MAN

Lochmar

Power-Sense

Attachment C
Phased Development
Agreement
22793

<p>RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:</p> <p>City Clerk, City of Ketchum PO Box 2315 Ketchum Idaho, 83340</p>	
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(Space Above Line For Recorder's Use)

**5TH & MAIN CONDOMINIUMS
PHASED DEVELOPMENT AGREEMENT #22793**

THIS PHASED DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the ___ day of _____ 2022, by and between the City of Ketchum, an Idaho municipal corporation (“City”) and David Wilson, representing Fifth & Main LLC (the “Owner”) for the development located at 460 North Main Street, Ketchum Idaho (“Project”).

RECITALS

WHEREAS, the Owner owns certain real property located at 460 N Main Street, Ketchum, Idaho 83340 legally described as Lots 3 and 4, Block 5 within the Village of Ketchum Townsite, according to the official plat thereof on file in the office of the County Recorder of Blaine County, Idaho (the “**Property**”); and

WHEREAS, the Owner intends to develop a mixed-use building containing two retail units on the ground floor, a parking garage with 8 off-street parking spaces, 4 community housing units with private entrances accessed from the alley, and 4 market-rate residential units (the “**Project**”) upon the Property. In order to develop the Project, the Owner has been granted the City’s approval of applications and permits which include terms and conditions of compliance by the Owner; and

WHEREAS, 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 of Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified in Chapter 65 of Title 67 of Idaho Code and pursuant to Chapters 3, 9, and 13 of Title 50 of Idaho Code to enact the ordinances and regulations which govern the Owner’s intentions for the Project and use of the Property; and

WHEREAS, the Owner has submitted applications to the City for the development of the Property, including Historic Structure Demolition Permit Application File Nos. H21-079 and D22-006, Pre-Application Design Review File No. P21-097 (“**Historic Building Demolition Permit**”), Design Review Application File No. P22-007 (“**Design Review Permit**”), Variance Application File No. P22-013 (“**Variance**”), Lot Consolidation Subdivision Preliminary Plat Application File No. P22-005 (“**Lot Consolidation Preliminary Plat**”), Lot Consolidation Final Plat Application File No. P22-041 (“**Lot Consolidation Final Plat**”), Condominium Subdivision

Preliminary Plat Application File No. P22-006 (“**Condominium Subdivision Preliminary Plat**”), Right-of-Way Encroachment Permit Application File No. E22-011 (“**ROW Encroachment Agreement**”), and Building Permit Application File No. B22-053 (“**Building Permit**”) for the development of the Project and use of the Property (collectively referred to as “**Permits**”). The Owner requests a phased development agreement for the development of the Project under the provisions of Section 16.04.110 – *Phased Development Projects* within Title 16 of the Ketchum Municipal Code.

WHEREAS, the City of Ketchum Planning and Zoning Commission (the “**Commission**”) approved the Project Design Review Permit and Variance subject to conditions on March 8th, 2022 and adopted the Findings of Fact, Conclusions of Law, and Decision approving the Project on March 29th, 2022; and

WHEREAS, the Commission recommended approval of the Lot Consolidation Preliminary Plat to remove the interior property line separating lots 3 and 4 and consolidate the development parcel for the purpose of constructing the Project on March 8th, 2022. The Ketchum City Council (“**City Council**”) approved the Lot Consolidation Preliminary subject to conditions on April 11th, 2022. The City Council approved the Lot Consolidation Final Plat subject to conditions on September 6th, 2022; and

WHEREAS, the Commission recommended approval of the Condominium Subdivision Preliminary Plat to subdivide the mixed-use building into 2 retail condominium units, 4 market-rate residential units, and 1 condominium for the 4 community housing rental units subject to conditions on March 8th, 2022. The City Council approved the Condominium Subdivision Preliminary Plat on April 11th, 2022; and

WHEREAS, the Owner proposes to construct all required right-of-way, drainage, utility, and life safety improvements for the mixed-use building in one phase. All required improvements will be constructed to City standards and the Owner assumes maintenance responsibilities of the sidewalk and alley snowmelt system, water service lines, and sewer service lines. The City Council approved the Right-of-Way Encroachment Permit for the sidewalk pavers and snowmelt system and alley snowmelt system on September 6th, 2022; and

WHEREAS, the City Council approved the Floor Area Ratio Exceedance Agreement (“**FAR Exceedance Agreement**”) memorializing the Owner’s/Owner’s community housing contribution in exchange for increased floor area on September 6th, 2022.

WHEREAS, Owner filed Building Permit Application File No. B22-053 on June 29th, 2022 to construct the Project.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants, agreements, terms, and conditions set forth herein, the Parties agree as hereinafter provided.

- 1) **Owner Responsibilities:** The Owner, by entering into this Agreement, does hereby accept and agrees to perform in accordance with and abide by the terms and conditions herein stated.
 - a) **Conditions on Development:** The Project shall conform to the Project plans approved by the Planning and Zoning Commission, Design Review Permit P22-007.
 - b) **Construction Commencement Time Limit:** Construction on the Project shall commence within six (6) months of City issuance of the Building Permit.
 - c) **Improvement Construction and Maintenance Responsibilities:** The Owner shall engineer, construct, and otherwise provide, at its sole expense, all improvements, facilities, and services as provided for in this Agreement.
 - i) **Water and Sewer Services:** Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water and sewer lines serving the Project.
 - ii) **Dry Utility Services:** Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the dry utility services, including power, gas, telephone, and cable, serving the Project.
 - d) **Certificate of Occupancy Time Limit:** A Certificate of Occupancy shall be obtained by the Owner for the Project no later than 24 months after the Building Permit is issued.
 - e) **Construction Phase I—Certificate of Occupancy Issuance Conditions:** Construction Phase I shall consist of completion of the two ground-level commercial units. A Certificate of Occupancy for Phase I shall not be issued and the final plat for the condominium subdivision shall not be approved by City Council until the following items are complete:
 - i) All Design Review elements, including landscaping and exterior building design, consistent with the approved Design Review Permit are complete to the satisfaction of the Planning & Building Department; and
 - ii) All dry utility services, including, power, gas, telephone, and cable, serving the Project shall be installed to the satisfaction of the City Engineer and Planning and Building Department.
 - iii) The water and sewer main and services serving the Project and all condominium units shall be installed and complete to the satisfaction of the Utilities Department.
 - iv) All pathways and access points for adequate and safe egress in and out of the Project shall be installed and complete to the satisfaction of the Building and Fire departments.
 - v) All Main Street, 5th Street, and alley right-of-way improvements have been installed and complete in accordance with the approved building permit plans to the satisfaction of the City Engineer, Planning and Building, Streets, and Fire Departments.
 - vi) The temporary pedestrian access platform and ramp along Main Street has been removed.

- vii) All City Departments, including Planning and Building, Fire, Utilities, and Streets, and the City Engineer have conducted final inspections and authorized issuance of a Certificate of Occupancy for the two ground-floor commercial units.
- viii) In accordance with the FAR Exceedance Agreement 22792, the deed covenant for all four community housing units has been recorded.
- f) **Condominium Subdivision Final Plat:** The City agrees to accept and process a condominium subdivision final plat application for review and approval by the City Council upon completion of all required Phase I improvements and a Certificate of Occupancy has been issued for the ground-level commercial units
- g) **Construction Phase II—Certificate of Occupancy Issuance Conditions:** Construction Phase II shall consist of the ground-level condominium unit containing the 4 community housing rental units. No Certificate of Occupancy shall be issued until the following items are complete:
 - i) National Green Building Standard (“NGBS”) Silver Certification Verification: The Certificate of Occupancy for the ground-level condominium unit containing the 4 community housing rental units shall not be issued until a NGBS-certified third-party verification has provided the City with confirmation that the construction of the residential units within Project meets or exceeds NGBS silver standards.
 - ii) All City Departments, including Planning and Building, Fire, Utilities, Streets, and the City Engineer have conducted final inspections and authorized issuance of a Certificate of Occupancy for Phase II.
 - iii) The four community housing units shall be listed for rent through BCHA concurrent with the issuance of a Certificate of Occupancy for Phase II.
- h) **Construction Phase III—Certificate of Occupancy Issuance Conditions:** Phase III Construction shall consist of the four market-rate residential units on the second and third floors. No Certificate of Occupancy shall be issued until the following items are complete:
 - i) All City Departments, including Planning and Building, Fire, Utilities, Streets, and the City Engineer have conducted final inspections and authorized issuance of a Certificate of Occupancy for Phase III.
 - ii) The job site shall be cleaned and all construction equipment, temporary restrooms, dumpster, and construction material shall be removed from the project site.
- 2) **Owners’ Association Assumption of Responsibilities:** Upon the recording of the Condominium Subdivision Final Plat, the Owner may assign and transfer its maintenance responsibilities and obligations under this Agreement to the 5th & Main Condominiums Owner’s Association, Inc.
- 3) **General Provisions**
 - a) **Recitals and Construction.** The City and Owner incorporate the above recitals into this Agreement and affirm such recitals are true and correct.
 - b) **Effective Date.** This Agreement is effective as of the date on which the last of the City and Owner execute this Agreement. Neither party shall have any rights with respect to this Agreement until both have executed this Agreement.
 - c) **Owner Representations.** Owner represents and warrants to City that (a) Owner holds fee simple title to the Property, and (b) no joinder or approval of another person or entity is required with respect to Owner’s authority to make and execute this Amendment.
 - d) **Neutral Interpretation.** City and Owner acknowledge they and, if they so choose, their respective counsel have reviewed this Agreement and the normal rule of construction to

the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, or any exhibits, attachments and addenda to the Agreement.

- e) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a "PDF" format shall have the same force and effect as original signatures on this Amendment. The Original of this Amendment shall be recorded with the Blaine County Recorder.

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

CITY OF KETCHUM:
an Idaho municipal corporation

OWNER:
5th & Main LLC

By: _____

Neil Bradshaw, Mayor

By: _____

Name: David Wilson
Its: Managing Member

ATTEST:

Lisa Enourato, Interim City Clerk

ACKNOWLEDGEMENT FOR CITY

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

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

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

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

ACKNOWLEDGEMENT FOR OWNER

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared DAVID WILSON, known to me to be the Managing Member of 5th & Main LLC, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

Attachment D

Lot Consolidation Final Plat
Application File No. P22-041:

- Draft Findings of Fact,
Conclusions of Law, and
Decision
- Application Submittal



City of Ketchum
Planning & Building

IN RE:)
)
460 North Main Street Mixed-Use Building) KETCHUM CITY COUNCIL
5th & Main Condominiums) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Lot Consolidation Subdivision Final Plat) DECISION
)
Date: September 6, 2022)
)
File Number: P22-005)

PROJECT: 460 North Main Street Mixed-Use Building /5th & Main Condominiums

APPLICATION TYPE: Lot Consolidation Subdivision Final Plat

FILE NUMBER: P22-041

ASSOCIATED APPLICATIONS: Design Review P22-007, Variance P22-013, Lot Consolidation Preliminary Plat P22-005, and Condominium Subdivision Preliminary Plat P22-006

ARCHITECT: Michael Bulls, Ruscitto Latham Blanton Architecture

DEVELOPER & OWNER: David Wilson, Main Street Realty Partners LLC

LOCATION: 460 N Main Street (Ketchum Townsite: Block 5: Lots 3 & 4)

ZONING: Retail Core of the Community Core (CC-1)

OVERLAY: None

RECORD OF PROCEEDINGS

The Planning and Zoning Commission considered the 460 N Main Mixed-Use Building (5th & Main Condominiums) Lot Consolidation Subdivision Preliminary Plat Application File No. P22-005 during their regular meeting on March 8th, 2022. The application was considered concurrently with Design Review Application File No. P22-007, Variance Application File No. P22-013, and Condominium Subdivision Preliminary Plat Application File No. P22-006 and the public hearings were combined in accordance with Idaho Code §67-6522. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Planning and Zoning Commission approved the 460 N Main Mixed-Use Building (5th & Main Condominiums) Design Review and Variance applications and recommended approval of the Lot Consolidation Preliminary Plat and Condominium Preliminary Plat applications to the Ketchum City Council. The City Council reviewed and approved the 460 N Main

Mixed-Use Building (5th & Main Condominiums) Lot Consolidation Preliminary Plat and Condominium Subdivision Preliminary Plat on April 11th, 2022.

Public Hearing Notice & Public Comment

The public hearing notice for the Planning and Zoning Commission’s review of the project on March 8th, 2022 was mailed to all owners of property within 300 feet of the project site and all political subdivision on February 16th, 2022. The public hearing notice was published in the Idaho Mountain Express the on February 16th, 2022. A notice was posted on the City’s website on February 16th, 2022. The public hearing notice was posted on the project site on March 1st, 2022.

FINDINGS OF FACT

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

The applicant, property owner and developer David Wilson represented by architect Michael Bulls of Ruscitto Latham Blanton Architecture, is proposing to develop a new 26,386-square-foot mixed-use building at the southeast corner of Main and 5th Streets within the Retail Core (CC-1) Zoning District. The mixed-use building will accommodate two retail units on the ground floor, a parking garage with 8 off-street parking spaces, 4 community housing units with private entrances accessed from the alley, and 4 market-rate residential units. The Lot Consolidation Subdivision Preliminary Plat Application will combine lots 3 and 4 within block 5 of Ketchum Townsite to consolidate the development parcel.

The Lot Consolidation Subdivision Preliminary Plat will combine lots 3 and 4 within block 5 of Ketchum Townsite to consolidate the development parcel. The request to combine two Ketchum Townsite lots downtown meets all applicable standards outlined in the City’s subdivision regulations. This project fits in with downtown’s local context and small-town character. The development of different buildings on smaller lots over time generates variety in design and detail to form a dynamic, authentic, and interesting streetscape. Lot consolidations impact the pattern of downtown development. This application combines two Ketchum Townsite lots. Combined Lot 3A will have 110 feet of frontage along Main Street and 100 feet of frontage along 5th Street. The total area of the combined lots is 11,000 square feet. Many Ketchum Townsite lots have been consolidated downtown to accommodate new development. Proposed Lot 3A is the same size and shape as the Idaho Independent Bank and Wells Fargo Bank properties across Main Street.

Pursuant to Condition of Approval No. 3 of Lot Consolidation Preliminary Plat Application File No. P22-005, the Lot Consolidation Final Plat Application must be approved by the City Council and the final plat shall be recorded in the records of Blaine County, Idaho prior to issuance of a building permit for the 460 N Main Mixed-Use Development and prior to the submittal of the final plat application for the 5th & Main Condominiums.

FINDINGS REGARDING COMPLIANCE WITH FINAL PLAT SUBDIVISION REQUIREMENTS

Final Plat Requirements				
Compliant			City Code	City Standards
Yes	No	N/A		
<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 governmental survey corners, or in lieu of government survey corners, to monuments recognized by the City Engineer.
			<i>Findings</i>	The point of beginning of the subdivision description is tied to two governmental survey corners—Blaine County GIS Control “K2nd-8 th ” Found 5/8 th Rebar and Blaine County GIS Control “K1st-3 rd ” Found Aluminum Cap as shown on the final plat map.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
			<i>Findings</i>	The location and description of monuments are provided on Sheet 1 of the Final Plat.
<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>Findings</i>	The lot lines of consolidated Lot 3A are shown on the final plat map. The total area of consolidated Lot 3A is 10,989 square foot, which is noted on the preliminary plat map. The final plat shows the 60-foot-wide 5 th Street right-of-way and the 80-foot-wide Main Street right-of-way. The property is not located within the floodplain, floodway, or avalanche districts. All other bearings and dimensions have been reviewed by the City Engineer for accuracy.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>Findings</i>	The subject property is adjacent to multiple Ketchum Townsite lots. All lots within Block 5 of Ketchum Townsite are indicated on the final plat map.
<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>Findings</i>	The final plat shows the 60-foot-wide 5 th Street right-of-way and the 80-foot-wide Main Street right-of-way..
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			<i>Findings</i>	No public or private easements exists on the subject property and no new easements are required for the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.

			<i>Findings</i>	The lot consolidation final plat application proposes to combine two existing lots within Block 5 of the Ketchum Townsite. No new streets or blocks are proposed with this project. The final plat map specifies that consolidated Lot 3A is within Block 5 of the Ketchum Townsite.
<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>Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated to public or common use for the mixed-use development.
<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>Findings</i>	The title of the final plat as shown on Sheet 1 includes all required information— <i>A Plat Showing Lot 3A, Block 5, Ketchum Townsite, wherein the lot line between Lots 3 & 4, Block 5, City of Ketchum are vacated, located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>Findings</i>	The scale, north arrow, and date are included on Sheet 1 of the final plat.
<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>Findings</i>	All existing streets, including 5 th , 4 th , and Main streets and Leadville Avenue, as well as the Block 5 alleyway are indicated on the final plat map. No additional streets are being created or dedicated.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.12	A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>Findings</i>	This standard is not applicable as this final plat consolidates two existing Ketchum Townsite lots does not create a condominium subdivision.
<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>Findings</i>	Sheet 1 of the final plat includes the required Certificate of Surveyor.
<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 shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.
			<i>Findings</i>	The title report, dated January 11, 2022, was used to prepare the final plat map and submitted with the lot consolidation final plat application.
<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>Findings</i>	The final plat application the current owner of record information. As conditioned, this standard will be met prior to recordation of the lot consolidation 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.
<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>Findings</i>	As conditioned, this standard will be met prior to recordation of the lot consolidation 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.
<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>Findings</i>	As conditioned, this standard will be met prior to recordation of the lot consolidation 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.
<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>Findings</i>	As conditioned, this standard will be met prior to recordation of the lot consolidation final plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by the City Council.
<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>Findings</i>	N/A as no restrictions were imposed by the Ketchum City Council during their review of the lot consolidation preliminary plat application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	This standard has been met. The construction design plans shall be submitted with the building permit application for review by City Departments. All improvements indicated on the project plans, including landscaping and right-of-way improvements, shall be installed in accordance with the phased development agreement for the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed

				<p>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>
			<i>Findings</i>	<p>This standard does not apply as this final plat application will combine two lots. The required improvements as shown on the project plans approved with Design Review P22-007 will be required to be installed in accordance with the associated phased development agreement for the project.</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 the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			<i>Findings</i>	<p>Improvement plans shall be reviewed and approved by City Departments through the building permit application process for 460 N Main Mixed-Use Development. No improvements are required to be installed for the lot consolidation final plat.</p>
<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.
			<i>Findings</i>	<p>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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.

			<p>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ul style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<p><i>Findings</i></p> <p>This standard is not applicable as no new lots are being created. This application combines two existing Ketchum Townsite lots to consolidate the development parcel for the new 460 N Main Mixed-Use Building.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p> <p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ul 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.

				<p>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.</p> <p>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			<i>Findings</i>	This standard is not applicable as no new blocks are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>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;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p>

			<p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one</p>
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				<p>accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<i>Findings</i>	<p>The project is located at the southeast corner of Main and 5th streets. As shown on Sheet C2.0 of the project plans approved with Design Review P22-007, the applicant proposes to expand and repair the asphalt roadway adjacent to the property along Main Street, 5th Street, and the alleyway. The ground-level parking garage will be accessed from 5th Street. The applicant will construct a zero-reveal curb and gutter to access the parking garage.</p> <p>Final civil drawings for all associated right-of-way and alley improvements shall be submitted with the building permit application to be verified, reviewed, and approved by the City Engineer and the Streets Department prior to issuance of a building permit for the project pursuant to condition of approval #10 of Design Review P22-007.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Findings</i>	<p>The north end of the block 5 alleyway is unpaved but contains significant improvements, including retaining walls, a streetlight, telephone and cable tv risers, a concrete pad, and power boxes. The City allowed the existing electrical infrastructure to be placed within the alley right-of-way in 2007 as part of a project to underground overhead powerlines. The existing improvements within the right-of-way block the alley creating a dead end. Pursuant to Ketchum Municipal Code §16.04.040.I, dead-end alleys shall only be permitted after due consideration of the interests of adjacent property owners, including, but not limited to, the provision of fire protection, snow removal, and trash collection services to such properties.</p> <p>The City currently maintains and removes snow from the improved portion of the Block 5 alleyway. The Streets Department must drive their equipment in reverse backing the loader up to the dead end and then pushing as much of the snow out of the alley as possible. The dead end makes it impossible for the City to remove all of the snow from the alleyway.</p> <p>As shown on Sheet C0.2 of the project plans approved with Design Review P22-007, only a portion of the existing alley right-of-way adjacent to the subject property is improved. This paved area serves as required access to five off-street parking spaces that serve the adjacent development on Lot 7 located at 471 N Leadville Avenue. Future emergency vehicle access for the community housing units within the proposed development will be provided from the block 5 alleyway.</p>

				<p>The Fire Department requires a minimum 20-foot-wide travel lane for emergency vehicle access to be maintained clear and unobstructed at all times. The full 20-foot-width of the alley must be improved with asphalt pavement to provide compliant emergency vehicle access to the community housing units. The alley improvements must extend from the southeast corner of the development site to the edge of the existing retaining walls enclosing the power boxes at the north end of the alley. As the dead end makes it impossible for the City remove all the snow, the paved portion of the alley must include a snowmelt system in order to keep the required access clear and unobstructed during winter.</p> <p>Pursuant to condition #2 of Design Review P22-007, the full 20-foot width of the alley must be improved with asphalt pavement and a snowmelt system. These improvements shall extend from the southeast corner of the development site to the edge of the existing retaining walls enclosing the power boxes at the north end of the alley. These improvements shall be installed in accordance with the phased development agreement for the project.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p>

				<p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	No new easements are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p>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>
			<i>Findings</i>	The mixed-use development will connect to the municipal sewer system. The project shall meet all requirements of the Wastewater Department.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p>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>
			<i>Findings</i>	The mixed-use development will connect to the municipal water system. All utilities necessary must be improved and installed at the sole expense of the applicant. Final plans will be reviewed and approved by the Utilities Department prior to issuance of a building permit for the project.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>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>
			<i>Findings</i>	This standard does not apply as the mixed-use building is within the original Ketchum Townsite subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p>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 commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.

				<p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	The project shall meet all cut, fill, and grading standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	<p>All storm water shall be retained on site, including water from roof drains. All roof drain locations must be shown on the project plans submitted with the building permit application for final review and approval by the City Engineer. Sheets C2.0 and C2.1 of the project plans approved with Design Review P22-007 indicate the proposed drainage improvements. The drainage plan is comprised of a system of catch basins and drywells.</p> <p>Pursuant to condition #10 of Design Review P22-007, the applicant shall submit final civil drawings for all drainage improvements with the building permit application to be verified, reviewed, and approved by the City Engineer. The final project plans submitted with the building permit application must specify the location of all roof drains.</p>
<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</p>

				installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Findings</i>	All utilities shall be installed underground.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Findings</i>	The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Lot Consolidation Subdivision Final Plat application for the development and use of the project site.
2. The City Council has the authority to review and approve the applicant’s Lot Consolidation Subdivision Final Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The Lot Consolidation Subdivision Final Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
4. The 5th & Main (460 N Main Mixed-Use Building) Lot Consolidation Subdivision Final Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** this Lot Consolidation Final Plat Application File No. P22-041 this Tuesday, September 6th, 2022 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The Lot Consolidation Final Plat is subject to all conditions of approval associated with Design Review Application File No P22-007.
2. Failure to record a Final Plat within two (2) years of Council’s approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.
3. The final plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to Ketchum Municipal Code §16.04.030.J, including certificates and signatures.

Findings of Fact **adopted** this 6th day of September 2022.

Neil Bradshaw, Mayor
City of Ketchum



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
Application Number:	PRR-0411
Date Received:	<i>[Signature]</i>
By:	6.29.22
Fee Paid:	750.00
Approved Date:	
By:	

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, 191 th St. West, 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: Lot 3A, Block 5, Ketchum Townsite			
Owner of Record: Fifth & Main LLC c/o Dave Wilson			
Address of Owner: PO Box 6770, Ketchum, ID 83340			
Representative of Owner: Galena Engineering			
Legal Description: Lots 3 & 4, Block 5, Ketchum Townsite			
Street Address: 460 N. Main St.			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 Existing, 1 Proposed			
Total Land Area: 10,989 Sq. Ft. (0.25 Ac.)			
Current Zoning District: CC			
Proposed Zoning District: CC			
Overlay District: n/a			
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: N/A			
Easements to be dedicated on the final plat: None			
Briefly describe the improvements to be installed prior to final plat approval: None			
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.

Sean Tly

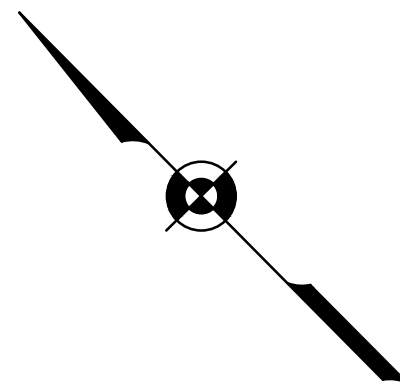
06 / 22 / 2022

Applicant Signature — Representative's Signature Date

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

191 5th St. West | P.O. Box 2315 | Ketchum, ID 83340 | main 208.726.7801 | fax 208.726.7812

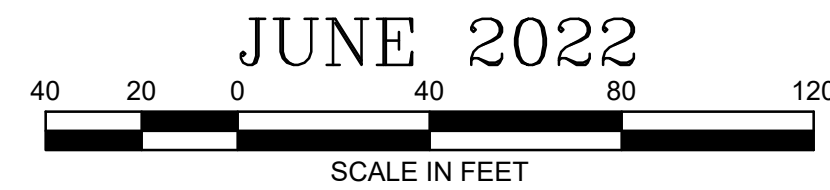
Facebook/CityofKetchum | twitter.com/Ketchum_Idaho | www.ketchumidaho.org



SCALE: 1" = 40'

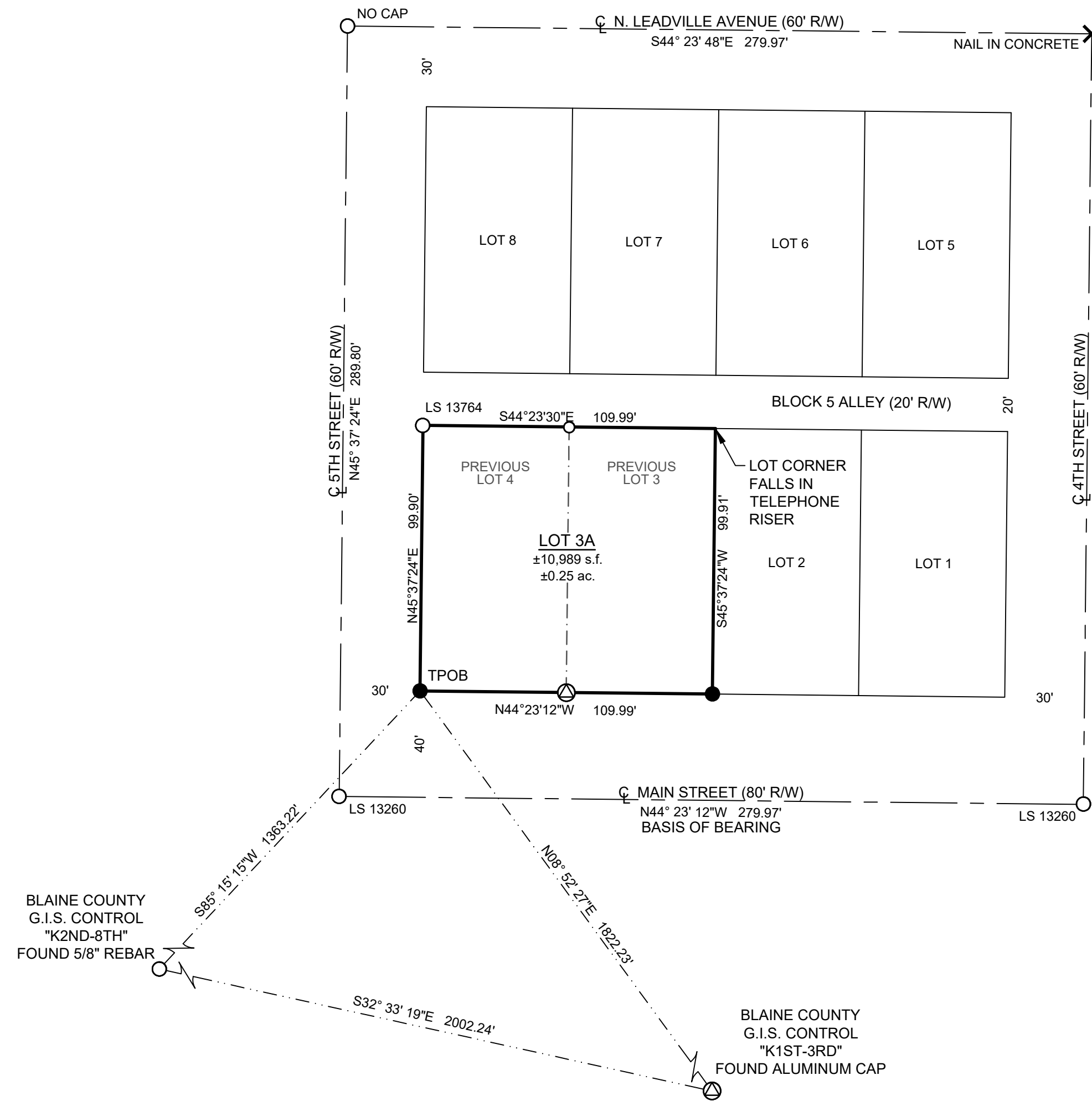
A PLAT SHOWING LOT 3A, BLOCK 5, KETCHUM TOWNSITE

WHEREIN THE LOT LINE BETWEEN LOTS 3 & 4, BLOCK 5, CITY OF KETCHUM ARE VACATED
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO



LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline
- GIS Tie Line
- Lot Line to be Vacated
- Found Aluminum Cap
- Found 5/8" Rebar
- Nail in Concrete
- Set 5/8" Rebar
- TPOB = True Point of Beginning

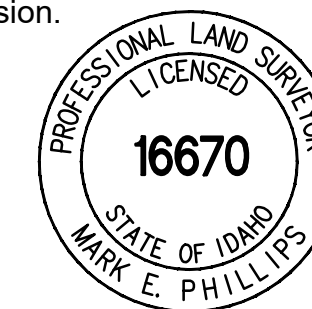


SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of Lots 3-4, Block 5, Ketchum Townsite and vacate the lot line between said lots as shown hereon. The boundary shown is based on A Record of Survey for Ketchum Block 5, Lots 3 & 4, Instrument Number 642700, records of Blaine County, Idaho. All found monuments have been accepted. Lot corner monuments were set by block breakdown and proportioning record distances.
2. The distances shown are measured. Refer to the above referenced survey for previous record data.
3. This survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
4. A Title Commitment has been issued by Title Resources Guaranty Company, Commitment Number 21435321-2, with a commitment date of January 11, 2022. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. Some of the encumbrances and easements listed in the title report are NOT plottable hereon. Review of specific documents is required, if further information is desired.

CERTIFICATE OF SURVEYOR

I hereby certify that I am a Registered Land Surveyor in the State of Idaho and that this map is a true and accurate representation of a survey done under my direct supervision.



LOT 3A, BLOCK 5,
KETCHUM TOWNSITE

GALENA ENGINEERING,
INC. HAILEY, IDAHO

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

Date _____

South Central District Health Dept., EHS

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

1 OF 2
Job No. 8146



491 N. Main Street, Suite 102
Ketchum, ID 83340

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

File No. 792729 /JD

Instrument # 689935

HAILEY, BLAINE, IDAHO
12-16-2021 4:30:49 PM No. of Pages: 1
Recorded for: PIONEER TITLE COMPANY OF BLAINE COUNTY
STEPHEN MCDOUGALL GRAHAM Fee: \$15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

WARRANTY DEED

For Value Received Main Street Realty Partners, LLC, a Delaware limited liability company hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Fifth & Main, LLC, an Idaho limited liability company hereinafter referred to as Grantee, whose current address is P.O. Box 6770 Ketchum, ID 83340

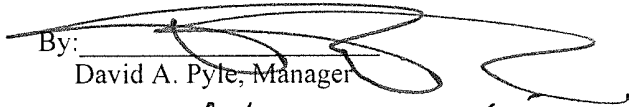
The following described premises, to-wit:

Lots 3 and 4, Block 5, Ketchum Townsite, Blaine County, Idaho, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

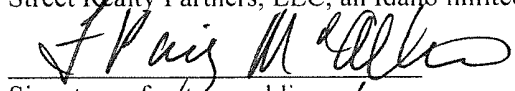
Dated: December 8, 2021

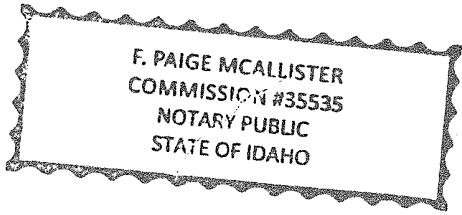
Main Street Realty Partners, LLC, a Delaware limited liability company

By: 
David A. Pyle, Manager

State of Idaho, County of Blaine

This record was acknowledged before me on 12/14/21 by David A. Pyle, as Manager of Main Street Realty Partners, LLC, an Idaho limited liability company.


Signature of notary public
Commission Expires: 1/5/24





COMMITMENT FOR TITLE INSURANCE
Issued by
TITLE RESOURCES GUARANTY COMPANY

Issuing Office: TitleOne Corporation dba Sun Valley Title
ALTA® Universal ID: 1065022
Commitment Number: 21435321-2

SCHEDULE A

1. Commitment Date: January 11, 2022 at 07:30 AM

2. Policy or Policies to be issued:

X ALTA Owners Policy (6/17/06)	Standard Coverage	Policy Amount:	
Proposed Insured:		Premium:	\$0.00
To Be Determined			

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

4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Fifth & Main, LLC, an Idaho limited liability company

5. The Land described as follows:
See Attached Schedule C

Title Resources Guaranty Company
TitleOne Corporation dba Sun Valley Title

By:

Nick Busdon, Authorized Signatory

Title Resources Guaranty Company

By:

President/CEO

Secretary

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



**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. NOTE: According to the available records, the purported address of the land referenced herein is:

None at this time, North Main St, Ketchum, ID 83340

6. NOTE: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.

7. The Company will require delivery and approval of an Indemnity and Affidavit as to Debts, Liens, and Possession prior to the issuance of any Extended Coverage policy. The Company may make additional requirements and exceptions upon disclosure of the same.

8. NOTE: The only deed(s) affecting said land, which recorded within 24 months of the date of this report, or the last recorded vesting deed, is (are) as follows:

Document: Warranty Deed

Grantor: Main Street Realty Partners, LLC, a Delaware limited liability company

Grantee: Fifth & Main, LLC, an Idaho limited liability company

Recorded: December 16, 2021

Instrument No.: [689935](#), records of Blaine County, Idaho.

9. The Company will require that a new plat be accepted by the Blaine County Assessor's Office and recorded with the Blaine County Recorder's Office prior to any closings.

10. The Company will require any CCR-type documents be recorded prior to closing.

11. The Company will require a copy of the Operating Agreement and any amendment thereof for Fifth & Main, LLC, showing authority of the officers, managers, or members to execute the forthcoming documents on behalf of said limited liability company. The Company may make additional requirements or exceptions upon disclosure of the same.

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

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SCHEDULE B, PART II
Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. Taxes, including any assessments collected therewith, for the year 2021 which are paid in full.
Parcel Number: RPK000005003A
Original Amount: \$10,597.64
Without Homeowner's Exemption
9. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.
10. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.
11. Liens, levies, and assessments of a proposed homeowners/condominium association, if any.
12. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite.
13. Easements, reservations, restrictions, and dedications as shown on the proposed plat of the new development.
14. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded October 25, 1883 in Book 1 of Patents, at Page [22](#), records of Blaine County, Idaho.
15. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded April 11, 1939 as Instrument No. [78777](#), records of Blaine County, Idaho.

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16. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

17. All matters, and any rights, easements, interests or claims as disclosed by a Record of Survey recorded April 11, 2017 as Instrument No. [642700](#), records of Blaine County, Idaho.

18. Terms, provisions, covenants, conditions, restrictions and easements provided in a proposed Declaration of Covenants, Conditions and Restrictions, but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded:

Instrument No.:

19. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$1,500,000.00

Trustor/Grantor: Fifth & Main, LLC, an Idaho limited liability company

Trustee: Pioneer Title Company

Beneficiary: Mountain West Bank, Division of Glacier Bank

Dated: December 15, 2021

Recorded: December 16, 2021

Instrument No.: [689936](#), records of Blaine County, Idaho.

(End of Exceptions)

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SCHEDULE C

Legal Description:

Lots 3 and 4, Block 5 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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