



City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
SEPTEMBER 26, 2023 MEETING

- PROJECT:** Bigwood Year Round Restaurant
- FILE NUMBER:** P23-065
- REPRESENTATIVE:** Bill Weidner, Owner
- OWNER:** Bill Weidner
- REQUEST:** Development Agreement Amendment & Planned Unit Development Amendment for a year round restaurant & bar use within the Bigwood PUD
- LOCATION:** 115 Thunder Trail (Bigwood Sub Block 12A Open Space-Golf Course)
- ZONING:** Recreational Use (RU)
- OVERLAY:** None
- NOTICE:** A public meeting notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on September 6, 2023. The notice was published in the Idaho Mountain Express on September 6, 2023. A notice was posted on the project site and the city’s website on September 18, 2023.
- REVIEWER:** Adam Crutcher, Associate Planner

EXECUTIVE SUMMARY

The applicant has submitted Development Agreement Amendment & Planned Unit Development Conditional Use Permit (PUD CUP) Amendment Applications to allow for a year-round restaurant & bar use in the golf course clubhouse building at 115 Thunder Trail (the “subject property”). Currently, a restaurant which has seasonally run during golf season has been in operation since at least 2006. The subject property is located on Block 12 within the Bigwood Planned Unit Development (PUD) which received approval on August 15, 1985.

Restaurant/food service is not listed as one of the permissible uses on Block 12 in the Development Agreements and PUD CUPs governing the Bigwood PUD. As the applicant is requesting for a year round restaurant and bar, those agreements need to be amended to allow such a use to occur.

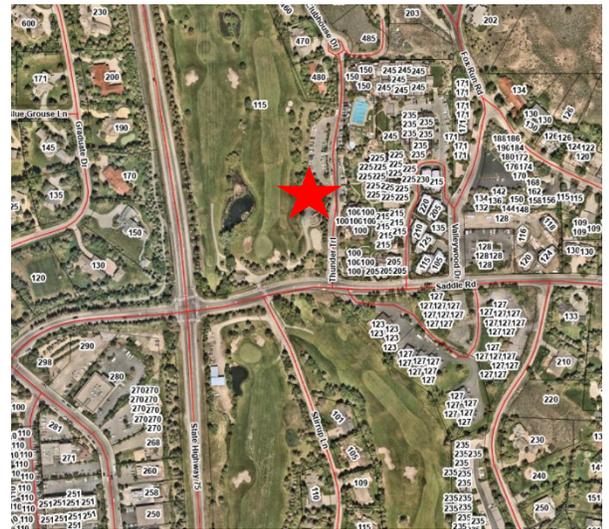


Figure 1: Location of Golf Course Clubhouse

Based on the review of both applications, staff believes the proposed amendments meet the intent of the Bigwood PUD as originally approved as the year round restaurant is in accordance with accepted industry standards for golf courses.

BACKGROUND

Bigwood DA & PUD History

The Bigwood PUD and Development Agreement were approved, with conditions, in 1985, to annex the property containing the present day Bigwood Golf Course and neighboring residential lots, within the City of Ketchum (Attachment G). As seen in Attachment F, the Ketchum City Council found the Bigwood PUDs special development objectives to be the open space and public golf course which were open to public use.

The Bigwood Annexation, Services and Development Agreement identified allowed uses on each block within the Bigwood subdivision. Originally, the golf clubhouse was located on Block 19 (see Figure 2) as identified in section 4.7 of the 1985 Development Agreement. At this time, Block 12 was designated as open space or expansion of the golf course as stated in section 1.4.j of the 1985 Development Agreement:

“Large Blocks Number 11 through 15 and 20 shall comprise, and are hereby dedicated to open space in perpetuity and expansion at the existing golf course. Any portion or said large clocks not used as a golf course shall remain open space with no improvements constructed thereon except as set forth in this Agreement.”

With many uses located on Block 19 such as tennis courts, swimming pool, recreation center, locker rooms, showers, and the golf clubhouse, overflow parking was located along Clubhouse Dr in front of Block 19 which was felt as unsafe by the residents of the Bigwood PUD. This overflow parking issue led to the golf clubhouse being relocated to the southern side Block 12 through amendments to the Development Agreement and PUD CUP from 1997 to 1999. As seen Attachment H, the Development Agreement was amended on May 17th, 1999, to allow the golf course clubhouse to be relocated to Block 12. Paragraph 4.5 was amended to state:

“The City of Ketchum acknowledges and agrees that if the golf course clubhouse and the proposed changes to the layout of the golf course are constructed and maintained in accordance with the City’s Design Review approval said improvements shall be in accordance with accepted industry standards for a first rate golf course and therefore the improvements themselves would not trigger the right of reversion held by the City of Ketchum. All future changes to the golf course, however, must be in accordance with accepted industry standards for a first golf course.”

In reviewing these approvals and associated City Council/Planning & Zoning Commission meeting minutes, neither restaurant nor food service were mentioned when discussing proposed uses within the golf clubhouse. Instead, there was only mention of a pro shop, nordic center, and golf cart storage. At the City Council meeting where the Bigwood PUD/CUP was amended to allow for the golf clubhouse to be located on Block 12, applicant representatives stated, “The restaurant would not be in this clubhouse area.”

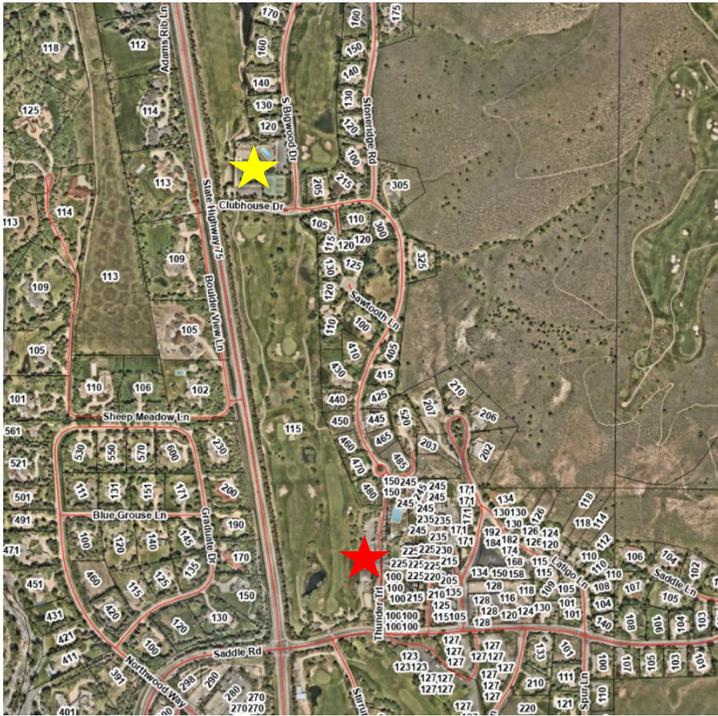


Figure 2: Current Clubhouse location (Red) vs original Clubhouse location (Yellow)

In 2006, multiple building permits were issued for the clubhouse to make modifications for an outdoor kitchen. The building permits identify the kitchen as existing although it is not clear in staffs research when this kitchen was added as there is no mention of kitchen facilities in the permits for the relocation of the golf course clubhouse in 1999. No amendments to the development agreement or PUD CUP were made to allow for the restaurant use to occur at the location.

Process to Date

The Planning and Building Department received the Development Agreement Amendment & Planned Unit Development Conditional Use Permit (PUD CUP) Applications on July 7th, 2023. The applications were reviewed concurrently, and comments were resolved on August 22nd, 2023, after two rounds of review. As of the date of this staff report, all department comments have been resolved or addressed through conditions of approval recommended below.

ANALYSIS

The Bigwood PUD was approved in 1985 based upon 17 evaluation standards contained in KMC 16.08.080. Staff has reviewed the following PUD CUP application against the PUD standards and the intent of the original Bigwood PUD approval. Attachment E contains staffs full review of the proposed project with regards to the above-mentioned standards. After review of the proposed amendments, staff believes the proposal meets the PUD criteria and intent of the Bigwood PUD. Below is an overview of some of the more noteworthy PUD criteria for the proposed project.

The Development Shall Be In Harmony With The Surrounding Area

As mentioned previously, an existing seasonal restaurant has been operating at the golf clubhouse since at least 2006 up until the COVID-19 pandemic. The proposal requests allowing for this use to continue outside of golf course operations into the winter months. Over the period in which the restaurant has been in operation, the City has not received comments or complaints which have warranted a reconsideration of the restaurant use. As the seasonal restaurant has been in operation for close two decades with minimal comment/complaint, staff finds the request to expand to all year round to be harmonious with the surrounding area.

Proposed Vehicular and Nonmotorized Transportation System

The golf clubhouse sits adjacent to the Thunder Springs development which includes Zenergy, a well visited gym and wellness center. Both the clubhouse and Zenergy had the parking they provided reviewed at times of their approval, but staff has reviewed the parking situation due to their close proximity.

The parking lot which serves the Bigwood Golf Clubhouse currently has 40 spaces including 4 handicap spaces. Since the seasonal restaurant has been in operation, both visitors of the restaurant and those golfing have used the same parking lot. As this proposal is to allow for the restaurant to extend operations into the winter when golfing does not occur, there will be less visitor traffic. The restaurant would also experience less visitor traffic in the winter as the outside seating would be closed for the season, leaving only the inside of the building available to seat customers.

To determine whether the existing parking is sufficient to support the proposed uses, staff reviewed other golf clubhouses and the parking they provided within the Wood River Valley.

Figure 3: Golf Clubhouse Comparison

| | Bigwood Golf Clubhouse | Elkhorn Golf Clubhouse | Sun Valley Club Golf Clubhouse |
|--|-----------------------------------|-----------------------------------|---------------------------------------|
| Square Feet | 8,435 square feet | 14,837 square feet | 52,175 square feet |
| Parking Spaces Provided | 40 spaces | 36 spaces | 266 spaces |
| Square feet of building per parking space | 210 square feet per parking space | 412 square feet per parking space | 196 square feet per parking space |
| On Bus Line | Yes | Yes | No |
| On Bike Path | Yes | Yes | Yes |
| Within walking distance of neighborhoods | Yes | Yes | No |

As seen in the table above, the Bigwood Clubhouse provides roughly the same amount of parking per square foot of clubhouse building when compared to the Sun Valley Club Golf Clubhouse. This is in stark contrast when Bigwood is compared to the Elkhorn Golf Clubhouse where Bigwood provides almost double the amount of parking spaces per square foot of clubhouse building.

Also shown in the table is that Bigwood can be reached using different modes of travel. The clubhouse is along a bike path which connects to the Wood River Trail system and is also within less of a quarter of a mile from Mountain Rides Valley Route. The clubhouse is also in close proximity to many condominiums, apartments, and single family residences, allowing for those residents to walk to the clubhouse

As a result of this analysis of other clubhouse developments within the Wood River Valley and the availability to reach the clubhouse through different forms of transportation, staff believes the Bigwood Clubhouse to meet the criteria pertaining to parking and transportation systems.

STAFF RECOMMENDATION:

Staff recommends **approval** of the PUD CUP application with conditions outlined below.

MOTION: "I move to approve the Bigwood Restaurant & Bar Planned Unit Development Conditional Use Permit amendment with conditions 1-2, and direct staff to prepare Findings of Fact, Conclusions of Law, and Decision."

Staff recommends **approval** of the Development Agreement Amendment application

MOTION: "I move to recommend approval of the 4th Bigwood Development Agreement amendment to City Council."

RECOMMENDED CONDITIONS

1. The issuance of the CUP shall not be considered a binding precedent for the issuance of other conditional use permits. This conditional use permit is not transferable from one parcel of land to another.
2. Failure to comply with any conditions or term of said permit shall cause said permit to be void. A PUD – Conditional Use Permit may be revoked at any time for violation of the permit or any condition thereof by motion of the City Council after a due process hearing upon ten (10) days written notice to the holder of the PUD - Conditional Use Permit.

ATTACHMENTS:

- A. Development Agreement Amendment Application
- B. Development Agreement Plans
- C. PUD CUP Amendment Application
- D. PUD CUP Amendment Plans
- E. PUD Evaluation Standards
- F. 1985 Bigwood PUD CUP Findings of Fact
- G. 1985 Bigwood Development Agreement
- H. 3rd Bigwood Development Agreement

Attachment A:
Development Agreement Amendment
Application & Supplemental Materials



City of Ketchum
Planning & Building

| OFFICIAL USE ONLY | |
|-------------------|---------|
| File Number: | P23-065 |
| Date Received: | 7/7/23 |
| By: | HLN |
| Approved Date: | |
| Denied Date: | |
| By: | |

Development Agreement Amendment Application

| | |
|---------------------------------------|---|
| ORIGINAL DEVELOPMENT AGREEMENT | |
| Project Name: | BIGWOOD SPORTS, LLC |
| Development Agreement: | BIGWOOD SPORTS, LLC |
| Phone: | Email: bill@riverconstruction.net |
| Mailing Address: | P.O. Box 87 Sun Valley, ID 83353 |
| Representative: | BILL WEIDNER |
| Mailing Address: | PO BOX 2455 Ketchum ID 83340 |
| Phone: | 504-710-1110 |
| | Email: bill@riverconstruction.net |
| PROJECT INFORMATION | |
| Legal Land Description: | |
| Street Address: | 115 Thunder Trail, Ketchum, ID 83340 |
| Lot Area: | |
| Zoning District: | |
| Overlay District: | <input type="checkbox"/> Flood <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain |
| Anticipated Use: | YEAR ROUND RESTAURANT GOLF WINTER SPORTS |
| SECOND AMENDMENT | |
| Date of Agreement: | |
| Parties Named in Original Agreement: | |
| Summary of Significant Changes: | |
| THIRD AMENDMENT | |
| Date of Agreement: | |
| Parties Named in Original Agreement: | |
| Summary of Significant Changes: | |
| OTHER AMENDMENTS | |
| Date of Agreement: | |
| Parties Named in Original Agreement: | |
| Summary of Significant Changes: | |

I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

Bill Weidner
Signature of Owner/Representative

5/23/23
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.

COMMENTS:

YEAR ROUND RESTAURANT OPERATION
YEAR ROUND RECREATION -
GOLF + WINTER SPORTS (to include
Fat Tire Biking, Nordic Skiing, Walking Trails
(MAPS PROVIDED) + GOLF SIMULATOR

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

Attachment B:
Development Agreement Amendment Plans

**FOURTH AMENDMENT TO
BIGWOOD ANNEXATION SERVICE AND DEVELOPMENT AGREEMENT**

This Fourth Amendment to Bigwood Annexation Service and Development Agreement entered into this _____ day of June, 2023, by and between the City of Ketchum, Idaho, a municipal corporation (Ketchum) and Bigwood Sports, LLC, an Idaho Limited Liability Company (Bigwood Sports).

This Fourth Amendment is predicated upon the following facts and objectives:

1. Bigwood Sports is owner of the Property commonly known as the Bigwood Golf Course, which is part of the Bigwood Large Block, P.U.D. subdivision.
2. Bigwood Sports is currently remodeling the Golf Clubhouse to allow the Clubhouse restaurant to operate on a year-round basis.
3. The parties desire to amend and supplement the Bigwood Annexation Services and Development Agreement, dated August 15, 1985, and recorded as Instrument Number 266738 in the office of the Blaine County Recorder as amended by the First Supplemental Agreement dated August 1, 1986, and the Second Supplemental Agreement dated November 6, 1987, and the Third Supplemental Agreement dated June 14, 1999.
4. On August _____, 2023, the Planning and Zoning Commission conditionally approved this proposed amendment.
5. On _____, 2023, the City Council conditionally approved the proposed amendments and supplementation.
6. The following planned unit development standards of the City of Ketchum apply to this Amendment and Supplementation of the proposed project, and will not be detrimental to the present and permitted uses of surrounding areas.

NOW THEREFORE, therefore, in consideration of the City Council’s conditional approval and promises, covenants and agreements contained herein, the parties covenant and agree to the following:

AMENDMENT:

1. Paragraph 1.4 (i) of the Annexation Agreement is amended to change the first sentence of paragraph 1.4 (i) to read as follows:

“Large Block 12 shall be the Block upon which the Golf Course Clubhouse, maintenance **and related year-round bar and restaurant** shall be located. There are no further changes to the remaining language of Paragraph 1.4 (i).

- a). The development shall be in harmony with the surrounding areas;
- b). The proposed vehicular and nonmotorized transportation system shall not be altered or changed from existing system;
- c). The plan is in conformance with and promotes the purposes and goals of the comprehensive plan, zoning ordinance, and other applicable ordinances of the City, and not in conflict with public interest.
- d). Location of buildings, park areas and common areas, will not change and shall continue to maximize privacy within the project and in relationship to adjacent properties and protect solar access to adjacent properties.

ADDITIONAL PROVISIONS:

- 1. Each of the parties executing this Agreement represent and warrant that they have the lawful authority and authorization from their respective entities to execute this Fourth Supplemental Agreement.
- 2. This Supplemental Agreement is made subject to and shall not affect the rights and obligations of parties other than Bigwood Sports and the City of Ketchum. If any portion of this Supplemental Agreement is held by a court of competent jurisdiction to violate any rights of third parties or result in any modification, waiver, termination, or annulment of any obligations and covenants between any such third party and Ketchum then the provision so declared shall be null and void.
- 3. This Supplemental Agreement shall inure to the benefit of and be binding upon Bigwood Sports, and the City of Ketchum, their successors and assigns and shall be a covenant running with the land.
- 4. This Agreement is supplemental to, and amends said Annexation Agreement. All provisions, terms, conditions, restrictions, and covenants of said Annexation Agreement, except as to the extent hereby specifically amended, shall remain in full force and effect.
- 5. Nothing contained herein shall be deemed or construed to create any third-party beneficiaries.
- 6. This Agreement may be executed in any number of counter parts, each of which will constitute an original.

NOTICES:

All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to Ketchum shall be addressed as follows:

City Administrator
City of Ketchum
PO Box 2315
Ketchum, ID 83340

Notices required to be given to Bigwood Sports shall be addressed as follows:

William Weidner
Bigwood Sports
PO Box 2455
Ketchum, ID 83340

cc. Brian Barsotti, Esq.
PO Box 370
Ketchum, ID 83340

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Supplemental Agreement in accordance with the laws of the State of Idaho, the date and year first written above.

BIGWOOD SPORTS, LLC

CITY OF KETCHUM

By: _____
Name: William Daniel Weidner, III

By: _____
Neil Bradshaw

STATE OF IDAHO)
) ss.

County of Blaine)

On this _____ day of _____ 2023, before me, a Notary Public in and for said State, personally appeared William Daniel Weidner III, known or identified to me to be a member of the Bigwood Sports, LLC, a Limited Liability Company, and member who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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

Notary Public for Idaho
Residing at _____
Commission expires: _____

STATE OF IDAHO)
) ss.

County of Blaine)

On this _____ day of _____ 2023, before me, a Notary Public in and for said State, personally appeared Neil Bradshaw know or identified to me to be the Mayor of the City of Ketchum, Idaho the municipal corporation that executed the within instrument or the person who executed the instrument on behalf of this municipal corporation and acknowledged to me that such municipal corporation execute 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 Idaho
Residing at _____
Commission expires: _____



Attachment C:
PUD CUP Amendment Application &
Supplemental Materials



City of Ketchum
 Planning & Building

| OFFICIAL USE ONLY | |
|-------------------|----------|
| File Number: | P23-065A |
| Date Received: | 7/7/23 |
| By: | HLN |
| Fee Paid: | \$1100 |
| Approved Date: | |
| Denied Date: | |
| By: | |

Conditional Use Permit Application

Submit Completed application to planningandzoning@ketchumidaho.org Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

| OWNER INFORMATION | |
|--|----------------------------|
| Project Name: | BIGWOOD SPORTS, LLC |
| Name of Owner of Record: | WILLIAM WEIDNER III |
| Physical Address: | 115 THUNDER TRAIL |
| Property Legal Description: | |
| Property Zoning District: | |
| Lot Size: | |
| Contact Phone: | 504-710-1110 |
| Contact Email: | bill@riverconstruction.net |
| PROJECT INFORMATION | |
| Description of Proposed Conditional Use: | |
| <p>Year round restaurant operation, expanding from April to November and re-starting winter sports activity center with nordic and bike trails</p> | |
| Description & Specification Sheet of Proposed and Existing Exterior Lighting: | |
| <p>No change</p> | |

APPLICANT NARRATIVE OF HOW THEY MEET THE CONDITIONAL USES PERMIT
CRITERIA IN MUNICIPLE CODE 17.116.030 A-E

See attached

ADDITIONAL COMMENTS

Current building permit covers interior renovations and upgrades to existing restaurant building. Completion expected in 60 days.

ACCOMPANYING SUPPORTING INFORMATION REQUIRED

- Existing Site Plan
- Proposed Site Plan
- Landscape Plan
- Grading and Drainage Plan
- Exterior Lighting Plan and Specifications
- Other plans and studies related to the social, economic, fiscal, environmental, traffic, and other effects of the proposed conditional use, as required by the Administrator

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, city officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests and business invitees and not caused by or arising out of the tortuous conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.



Applicant Signature



Date

CONDITIONAL USE PERMIT

To: City of Ketchum Planning and Zoning

From: William Weidner, Bigwood Sports LLC

Re: Year-round use for restaurant and golf course

Date: June 28, 2023

History:

Bigwood Sports, LLC has operated a seasonal golf course and restaurant at 115 Thunder Trail from April through November since the current owner purchased in 2015. There is a 3-year history of a Winter Golf/Nordic activity center that operated from 2016-2020 and was closed due to Covid.

1. **Proposed use** – The applicant seeks to extend the restaurant operations to a year-round venue and restart the winter activity center that included an Indoor Golf Simulator and Nordic Biking, Hiking, and Cross-Country trails.
2. **Square Footage** – There is no change to the footprint of the restaurant, parking, or golf course. The current interior renovations are being completed to upgrade the existing restaurant buildings. The floorplan is attached which was submitted and approved under the current building permit.
3. **Hours of Operation** – The restaurant would be open from 11am to 11pm at peak season, 7 days a week, with an anticipated staff of 8 employees during peak summer season. The golf operation staff would remain the same as it is currently during golf season and the winter Nordic operation would operate daily from 9am to 6pm with no additional employees needed. The reduced winter golf staff would handle the winter rental activities.

4. **Parking** – there is no anticipated change to the current parking lot which has accommodated the seasonal restaurant and golf course for years. There is no additional parking required for the winter months with the golf course closed and reduced demand for parking. Additionally, with the expansion of the residential community of Thunder Springs and Bigwood, we anticipate many patrons being able to walk and ride their bikes to the restaurant and golf course.
5. **Traffic Impact** – we anticipate no additional impact on traffic for the year-round restaurant operation with the winter being a slower season and no golf available.
6. **Community Benefit**- we feel that the given that the residents and visitors of Ketchum have fully supported a seasonal restaurant operation for years at Bigwood, they will benefit from having another dining option in the winter months particularly since many restaurants have closed. The winter activity center will provide another location for the community to have access to biking, hiking, and cross-country trails.
7. **Aesthetics**- We feel that the upgrades and renovation of the existing buildings adds value for the city and the surrounding Bigwood community. We will be using the existing signage locations for both the restaurant and golf course and keeping with the same color and design scheme.
8. **Financial Impact** – We feel that a year-round restaurant and winter sports operation will benefit the city with increased tax revenues from restaurant sales, liquor sales and winter Nordic rentals.

Thank you for your consideration.



William Weidner

Owner

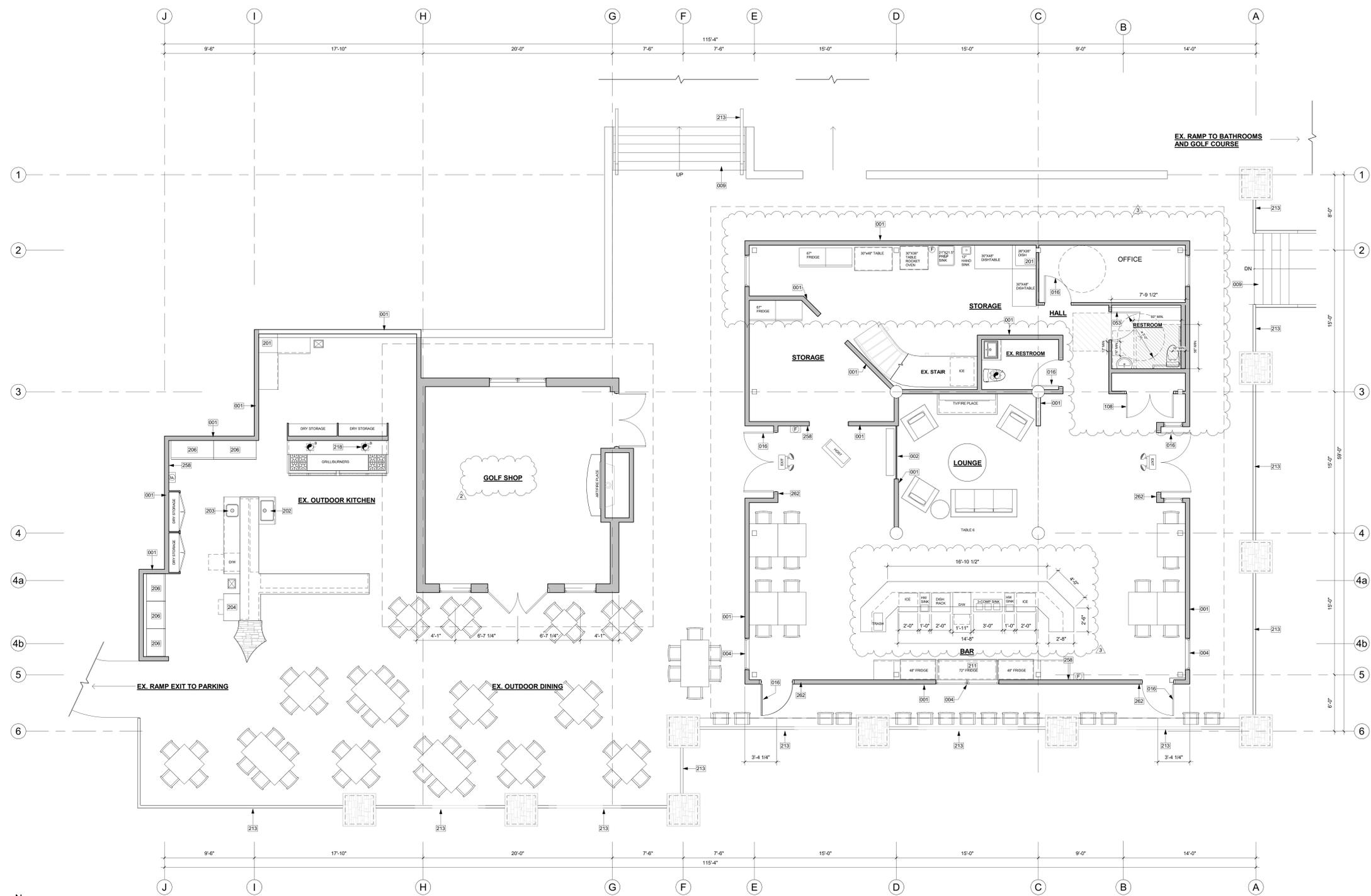
Bigwood Sports, LLC

| REVISIONS: | DATE: |
|--------------|----------|
| 2 Revision 2 | 03/26/23 |
| 3 Revision 3 | 08/09/23 |
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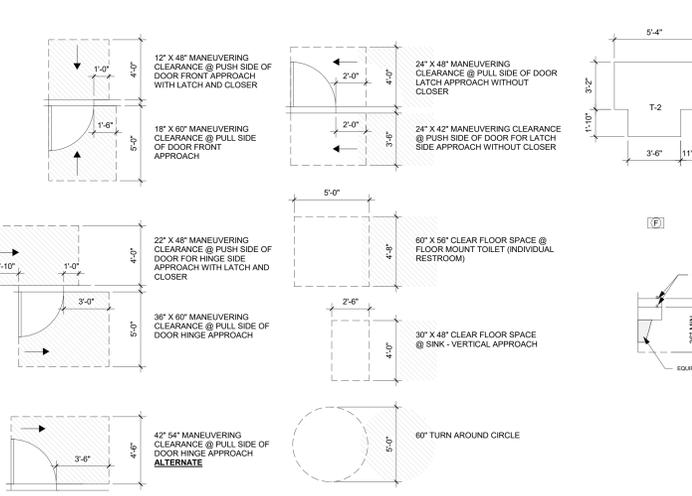
PROJECT / CLIENT:
115 THUNDER TRAIL

PHASE 1 REMODEL

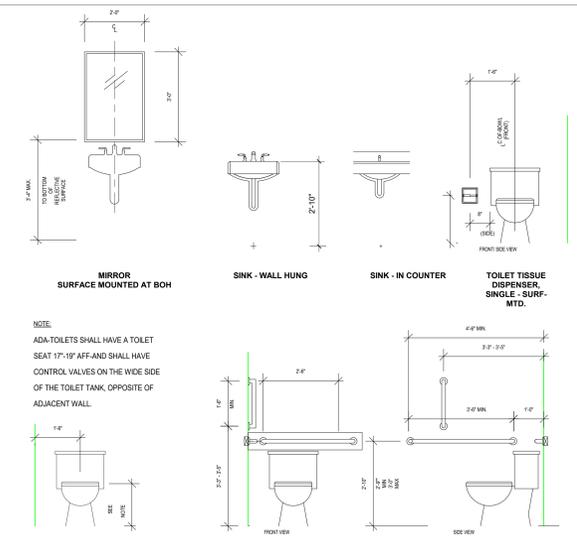
JOB ADDRESS:
 115 THUNDER TRAIL
 KETCHUM, ID 83340



PROPOSED MAIN LEVEL PLAN
 1/4" = 1'-0" 1



CLEARANCES
 1/4" = 1'-0" 2



ACCESSIBLE RESTROOM
 1/2" = 1'-0" 3

OCCUPANCY
 RESTAURANT 1,060 SF
 A-2 OCCUPANCY CLASS PER 2018 IBC TABLE 1004.5
 -OCCUPANT LOAD = 15SF PER PERSON
 -DINING AREA OCCUPANCY LOAD = 70 PEOPLE
 -PER IBC TABLE 1006.3.2 (2) REQUIRED EXITS
 -PER 2018 IBC TABLE 1017.2
 DISTANCE A PERSON IS ALLOWED TO TRAVEL ALONG AN UNOBSTRUCTED PATH IS 250FT

- FLOOR PLAN NOTES**
- CONTRACTOR SHALL VERIFY ALL NOTES, DIMENSIONS & CONDITIONS PRIOR TO CONSTRUCTION.
 - SEE STRUCTURAL DRAWINGS FOR ALL POSTS, BEAMS AND HEADERS.
 - PROVIDE SOLID BLOCKING OVER SUPPORTS.
 - PROVIDE FIRE BLOCKING @ ALL PLUMBING PENETRATIONS.
 - WINDOWS & DOORS ARE SHOWN & NOTED AS NOMINAL SIZES.
 - DOOR JAMB 4" FROM CORNER TYP. U.N.O.
 - SEE SHEETS A0.3, A4.0 & A4.1 FOR WINDOW & DOOR HEADER HEIGHTS ABOVE FINISHED FLOOR.
 - ALL WOOD IN CONTACT WITH CONCRETE TO BE PRESSURE TREATED.
 - EXTERIOR WALLS TO BE 2x8 STUDS @ 16" O.C. U.N.O.
 - INSTALL SIMPSON CONC. TO WOOD HOLD-DOWNS PER STRUCTURAL DRAWINGS, ALSO SEE MANUFACTURER'S SPECS.
 - SMOKE & CARBON MONOXIDE DETECTORS:
 -SHALL BE 110V INTERCONNECTED W/ BATTERY BACKUP.
 -SHALL SOUND AN ALARM AUDIBLE IN ALL SLEEPING ROOMS.
 -SHALL BE INSTALLED ON EACH FLOOR AND IN ALL BEDROOMS.
 -SHALL BE INSTALLED AT EACH LOCATION WHERE THERE IS A CEILING CHANGE OF GREATER THAN 24"
 - FRESH AIR PROVIDED BY WHOLE-HOUSE EXHAUST FAN WITH FRESH AIR PORT (NET 4 SF IN MIN. OPENING) AT EACH HABITABLE ROOM. A TIMER OPERATES AN EXHAUST FAN WHICH PULLS OUTSIDE AIR THROUGH AIR INLETS LOCATED IN EACH HABITABLE ROOM.
 - LIMITING DEVICE FOR TUBS TO PROVIDE MAX. 120°F HOT WATER TEMPERATURE. FOOTINGS SHALL BEAR ON SOLID UNDISTURBED EARTH (CONTROLLED, COMPACTED STRUCTURAL FILL OR BOTH). DEPTH OF FOOTINGS TO BE DETERMINED BY STRUCTURAL ENGINEER. FOUNDATION EXCAVATION, BACKFILL AND COMPACTION SHALL CONFORM TO SPECIFICATION REQUIREMENTS. THIS CONSTRUCTION WORK, INCLUDING DRAINAGE, SHORING AND SUCH OTHER RELATED WORK AS REQUIRED, SHALL BE CONDUCTED BY THE CONTRACTOR. STOP WORK IF RECOMMENDED EXCAVATION CUT OR BEARING SOIL CHANGES OCCUR IN EITHER HORIZONTAL OR VERTICAL DIRECTION AND NOTIFY IMMEDIATELY THE GEOTECHNICAL ENGINEER AND STRUCTURAL ENGINEER. AT WHICH POINT THE ENGINEERS SHALL DETERMINE CAUSE OF DISPLACEMENT AND DEVELOP AND IMPLEMENT REMEDIAL MEASURES.
 -

SYMBOL LEGEND
 SEE TITLE SHEET A0.0 FOR COMPLETE SYMBOL INDEX.

KEY NOTES

| | |
|-----|---|
| 001 | EXISTING WALL TO REMAIN |
| 002 | EXISTING GLASS WALL TO REMAIN |
| 004 | EXISTING WINDOW TO REMAIN |
| 009 | EXISTING STAIR TO REMAIN |
| 016 | EXISTING DOOR TO REMAIN |
| 053 | PROPOSED 3/8" DOOR |
| 108 | PROPOSED 6X8" DOOR |
| 201 | CMA DISHWASHERS EST. C DOOR TYPE, SINGLE RACK, LOW TEMPERATURE CORNER DISHWASHER, 110V. |
| 202 | PREP SINK |
| 203 | HAND SINK |
| 204 | ICE BIN |
| 206 | KITCHEN REFRIGERATOR |
| 211 | 72" COOLER |
| 213 | EXISTING HANDRAILS AND GUARDRAILS TO COMPLY WITH 2018 IBC SECTION 1014-15. |
| 216 | EXISTING KITCHEN HOOD VENT EXHAUST FAN THROUGH ROOF ABOVE |
| 266 | EXISTING FIRE ALARM SYSTEM INTEGRATED WITH SMOKE CONTROL SYSTEM SHALL COMPLY WITH NFPA 4 PER 2018 IBC SECTION 901.6.2.2. |
| 262 | PROVIDE ILLUMINATION FOR MEANS OF EGRESS SERVING A ROOM OR SPACE AT ALL TIMES THAT THE ROOM OR SPACE IS OCCUPIED PER 2018 IBC SECTION 1008. |

DRAWN NAME:
PROPOSED MAIN LEVEL PLAN

Drawn By: NR
 Checked By: NR
 Owner Approval:

PHASE:
 CONSTRUCTION DRAWINGS

This drawing is the exclusive property of MEDICI ARCHITECTS, and can be reproduced only with the permission of the Architect. Variations and modifications to work shown on this drawing shall not be carried out without written permission from the Architect.

APPROVED FOR CONSTRUCTION:

PROJECT No.: A22 116
 DATE: 8/16/2023
 3:13:03 PM

PLOT SCALE: 1:1 **A2.2**

BIGWOOD SPORTS LLC DEVELOPMENT AGREEMENT AMENDMENT AND CUP
SEPTEMBER 26, 2023

Parking Study Information

The Bigwood Golf Course lot holds 40 cars total including 4 handicap spots
The Island between the lot and Zenergy has room to parallel park 8 cars
On the Zenergy lot line there are residential guest spaces for 8 cars (2 Handicap)
Plus, an additional 20 spots along the lot line shared with Bigwood Golf Course, however the majority of those spots belong to the golf course

Course in total has access to 50 spots, leaving 18 spots for Zenergy/Thunder Springs

Elkhorn Clubhouse is 14,000 SF and has 36 spaces OR 1 space/400 SF
Bigwood Clubhouse is 8,000 SF OR 1 space/160 SF, more than double Elkhorn

Peak Golf Course Use is 3rd week of JULY with a historic maximum of 200 golfers per day spread from 8am to 6pm.

Maximum of 50 people on the course at any one time

Peak Golf times are morning 8-12pm, pre-lunch and 2-7pm before dinner

NO Parking needed for Golf during Winter, Restaurant only.

Restaurant

For the restaurant, historically the neighbors from surrounding areas walk to the restaurant and clubhouse from Bigwood, Thunder Springs and Larkspur.

Summer Restaurant Capacity

Seating outside holds 83 people and Inside/Bar holds 34 people

Outside Closed in Winter, so capacity cut by 60% during winter months.

Parking Management

Shawn Aicher, Head of Golf Course Operations for 8 years has worked closely with Zenergy to accommodate their parking needs and afforded them the opportunity to use Bigwood spots.

The only historic parking issue has occurred during the Summer when a swim meet and a golf tournament occur on the same day and that happens rarely. In the future, Bigwood management will coordinate event calendars with Zenergy to avoid potential conflicts.

Year-Round Request

Given the cost of labor and need to hire full-time employees the operator needs the scaled down winter operation to financially sustain the operation.

Attachment D:
PUD CUP Amendment Plans

See Proposed Development Agreement Amendment in
Attachment B

Attachment E:
PUD Evaluation Standards

Planned United Development Standards

| Planned Unit Developments: 16.08.080 – Standards: | | | | |
|---|--------------------------|-------------------------------------|----------------------|---|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.08.080 A | <p>Minimum lot size of three acres. All land within the development shall be contiguous except for intervening waterways. Parcels that are not contiguous due to intervening streets are discouraged. However, the commission and the council may consider lands that include intervening streets on a case by case basis. The commission may recommend waiver or deferral of the minimum lot size, and the council may grant such waiver or deferral only for projects which:</p> <ol style="list-style-type: none"> 1. Include a minimum of 30 percent of community or employee housing, as defined in section 16.08.030 of this chapter; 2. Guarantee the use, rental prices or maximum resale prices based upon a method proposed by the applicant and approved by the Blaine County Housing Authority and/or the Ketchum City Council; and 3. Are on parcels that are no less than one and one-half acres (65,340 square feet). Application for waiver or deferral of this criteria shall include a description of the proposed community or employee housing and the proposed guarantee for the use, rental cost or resale cost. 4. For a hotel which meets the definition of "hotel" in section 17.08.020, "Terms defined", of this Code, and conforms to all other requirements of section 17.18.130, "Community Core District (CC)", or section 17.18.100, "Tourist District (T)", of this Code. Waivers from the provisions of section 17.18.130 of this Code may be granted for hotel uses only as outlined in section 17.124.040 of this Code. Waivers from the provisions of section 17.18.100 of this Code may be granted for hotel uses only as outlined in section 17.124.040 of this Code. |
| | | | <i>Staff Comment</i> | <i>N/A. The subject property is currently within the Bigwood PUD which has a lot area greater than three (3) acres. The applicant is requesting a modification to the existing PUD.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.08.080 B | <p>The proposed project will not be detrimental to the present and permitted uses of surrounding areas.</p> |
| | | | <i>Staff Comment</i> | <i>The subject property is currently zoned Recreational Use (RU) and exists as golf course with a clubhouse/seasonal restaurant. The existing seasonal restaurant has been in operation since at least 2006 at the current location. As the restaurant has been seasonally operating for close to two decades, an extension of restaurant operating hours into the winter months, when less visitors to the clubhouse/restaurant will occur, is found to not be detrimental to the present and permitted uses of the surrounding areas.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.08.080 C | <p>The proposed project will have a beneficial effect not normally achieved by standard subdivision development.</p> |
| | | | | <i>N/A. The proposed project is not proposing a subdivision development.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.08.080 D | <p>The development shall be in harmony with the surrounding area.</p> |
| | | | <i>Staff Comment</i> | <i>The existing seasonal restaurant has been in operation since at least 2006 at the current location. The proposal is to expand the restaurant to a year round use outside</i> |

| | | | | |
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| | | | | <i>of golfing season. As the restaurant has been seasonally operating for close to two decades, an e</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.08.080 E (1) | Densities and uses may be transferred between zoning districts within a PUD as permitted under this chapter, provided, the aggregate overall allowable density of units and uses shall be no greater than that allowed in the zoning district or districts in which the development is located. Notwithstanding the above, the commission may recommend waiver or deferral of the maximum density and the council may grant additional density above the aggregate overall allowable density only for projects which construct community or employee housing and which: a. Include a minimum of 30 percent of community or employee housing, as defined in section 16.08.030 of this chapter; and b. Guarantee the use, rental prices or maximum resale prices thereof based upon a method proposed by the applicant and approved by the Blaine County Housing Authority and/or the Ketchum City Council. |
| | | | <i>Staff Comment</i> | <i>N/A. Densities are not proposed to be transferred.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.08.080 E (2) | Application for waiver or deferral of this criteria shall include a description of the proposed community or employee housing and the proposed guarantee for the use, rental cost or resale cost. |
| | | | <i>Staff Comment</i> | <i>N/A. No waiver requested as density transfer not being proposed.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.08.080 F | The proposed vehicular and nonmotorized transportation system: 1. Is adequate to carry anticipated traffic consistent with existing and future development of surrounding properties. 2. Will not generate vehicular traffic to cause undue congestion of the public street network within or outside the PUD. 3. Is designed to provide automotive and pedestrian safety and convenience. 4. Is designed to provide adequate removal, storage and deposition of snow. 5. Is designed so that traffic ingress and egress will have the least impact possible on adjacent residential uses. This includes design of roadways and access to connect to arterial streets wherever possible, and design of ingress, egress and parking areas to have the least impact on surrounding uses. 6. Includes the use of buffers or other physical separations to buffer vehicular movement from adjacent uses. 7. Is designed so that roads are placed so that disturbance of natural features and existing vegetation is minimized. 8. Includes trails and sidewalks that create an internal circulation system and connect to surrounding trails and walkways. |
| | | | <i>Staff Comment</i> | <i>Upon review of other golf clubhouses within the Wood River Valley, the Bigwood clubhouse is comparable in the number of parking spaces provided compared to the square footage of the clubhouse building. The proposed winter operation of the restaurant would have reduced need for parking due to no golf being played and a majority of the restaurant seating being outside.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.08.080 G | The plan is in conformance with and promotes the purposes and goals of the comprehensive plan, zoning ordinance, and other applicable ordinances of the City, and not in conflict with the public interest: 1. Pursuant to subsection 16.08.070.D of this chapter, all of the design review standards in chapter 17.96 of this Code shall be carefully analyzed and considered. This includes detailed analysis of building bulk, undulation and other design |

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| | | | | <p>elements. The site plan should be sensitive to the architecture and scale of the surrounding neighborhood.</p> <p>2. The influence of the site design on the surrounding neighborhood, including relationship of the site plan with existing structures, streets, traffic flow and adjacent open spaces, shall be considered.</p> <p>3. The site design should cluster units on the most developable and least visually sensitive portion of the site.</p> |
| | | | <i>Staff Comment</i> | <p><i>Comprehensive Plan speaks on the Communities Core Values. Value #1 states "Ketchum sees itself with a stable and diverse economy melding the benefits of our traditional tourism economy with businesses that serve the year-round population." This section also states, "We value and support local businesses that contribute to our uniqueness and vibrancy." The proposed year round restaurant will help to provide easily accessible food service seasonal residents who frequent the golf course as well as the local population which lives in the immediate area.</i></p> <p>1. <i>N/A. No change to the golf clubhouse building is proposed which received design review approval in 1998.</i></p> <p>2. <i>See staff response to KMC 16.08.080.G</i></p> <p>3. <i>N/A. No change in the siting of buildings is proposed.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.08.080 H | The development plan incorporates the site's significant natural features. |
| | | | <i>Staff Comment</i> | <i>N/A. The existing golf clubhouse building was found to be in conformance with this criteria when approved in 1998. No additions are proposed as part of this project.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.08.080 I | Substantial buffer planting strips or other barriers are provided where no natural buffers exist. |
| | | | <i>Staff Comment</i> | <i>N/A. Existing buffer strip of landscaping on the north end of the golf clubhouse parking lot to shield the parking lot from residential uses to the north and northeast was approved upon relocation of clubhouse in 1998.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.08.080 J | Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner. |
| | | | <i>Staff Comment</i> | <i>N/A. No phase needed for proposal</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.08.080 K | Adequate and usable open space shall be provided. The applicant shall dedicate to the common use of the homeowners or to the public adequate open space in a configuration usable and convenient to the residents of the project. The amount of usable open space provided shall be greater than that which would be provided under the applicable aggregate lot coverage requirements for the zoning district or districts within the proposed project. Provision shall be made for adequate and continuing management of all open spaces and common facilities to ensure proper maintenance. |
| | | | <i>Staff Comment</i> | <i>N/A. No change in open space is proposed.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.08.080 L | Location of buildings, parking areas and common areas shall maximize privacy within the project and in relationship to adjacent properties and protect solar access to adjacent properties. |
| | | | <i>Staff Comment</i> | <i>N/A. No change in the location of buildings or parking areas are proposed. Golf clubhouse building was found to meet this criteria when proposed in 1998.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.08.080 M | Adequate recreational facilities and/or daycare shall be provided. Provision of adequate on site recreational facilities may not be required if it is found that the project is of insufficient size or density to warrant same and the occupant's needs for |

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|-------------------------------------|--------------------------|-------------------------------------|----------------------|---|
| | | | | <p>recreational facilities will be adequately provided by payment of a recreation fee in lieu of such facilities to the City for development of additional active park facilities. On site daycare may be considered to satisfy the adequate recreational facility requirement or may be required in addition to the recreational facilities requirement.</p> |
| | | | <i>Staff Comment</i> | <i>N/A. The proposed project is on an existing lot and is not proposing a new development which would require recreational facilities.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.08.080 N | <p>There shall be special development objectives and special characteristics of the site or physical conditions that justify the granting of the PUD conditional use permit.</p> |
| | | | <i>Staff Comment</i> | <i>Special development objectives of the Bigwood PUD include the preservation of public open space and the availability of a public golf course not normally achieved by standard subdivision development. The proposal of a year round restaurant does not detract from the original development objectives.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.08.080 O | <p>The development will be completed within a reasonable time.</p> |
| | | | <i>Staff Comment</i> | <i>N/A. No additions or new development is proposed. Proposal is to change allowed uses on Block 12.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.08.080 P | <p>Public services, facilities and utilities are adequate to serve the proposed project and anticipated development within the appropriate service areas.</p> |
| | | | <i>Staff Comment</i> | <i>N/A. The existing building has been outfitted for food service use since at least 2006. Existing public services will not be significantly impacted by the proposal to allow a year round restaurant.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.08.080 Q | <p>The project complies with all applicable ordinances, rules and regulations of the City of Ketchum, Idaho, except as modified or waived pursuant to this section.</p> |
| | | | <i>Staff Comment</i> | <i>The proposed project requires a PUD amendment. All applicable ordinances, rules and regulations of the City of Ketchum will be complied with through these processes.</i> |

Attachment F:
1985 Bigwood PUD Findings of Fact

| | | |
|---------------------------|---|---------------------------|
| IN RE: |) | |
| |) | |
| Bigwood Planned Unit |) | PROPOSED FINDINGS OF FACT |
| Development - Conditional |) | AND CONCLUSIONS OF LAW |
| Use Permit |) | |
| _____ |) | |

The City Council of the City of Ketchum, Idaho, having considered the Applicant's request for annexation and application for a Conditional Use Permit for the Bigwood Planned Unit Development filed January 20, 1984, together with the entire record with regard to said application, presentations by the Applicant, and comments taken at the Public Hearing on the zoning upon annexation, annexation, Planned Unit Development application and resubdivision of certain PUD large blocks held by the Ketchum Planning and Zoning Commission and at a Public Hearing held by the City Council, the Ketchum City Council hereby makes the following findings of fact, conclusions of law and decision.

GENERAL FINDINGS OF FACT

The application for a PUD - Conditional Use Permit submitted by the Applicant and considered by Ketchum, in addition to the application, consists of the Bigwood General Conceptual Plan, Bigwood PUD Large Block Subdivision Plat, the Annexation, Services and Development Agreement executed by the Applicant, and the Bigwood PUD - Conditional Use

Permit. The Applicant is River Rock, Ltd., a Nevada limited partnership. The Applicant submitted a request for annexation and an application for Planned Unit Development - Conditional Use Permit on January 20, 1984, together with an application for Preliminary Plat of the resubdivision of PUD Large Blocks 1 and 2. Those applications are subject to review under Ketchum Planned Unit Development Ordinance Number 382, Ketchum Zoning Ordinance Number 208, Ketchum Subdivision Ordinance Number 316, and are subject to the Ordinances regulating building, water, sewer and street construction.

The Applicant sought approval of a Conditional Use Permit for a Planned Unit Development ("Bigwood PUD") on property partially in and partially adjacent to the northern boundary of the City of Ketchum fronting on State Highway 75, consisting generally of river frontage north of the Adams Gulch Road, valley plain east of State Highway 75 to the toe of the mountains to the east and hillside slopes. The real property is comprised of approximately 364 acres.

The property within the City is presently zoned under Ketchum Zoning Ordinance Number 208 General Residential District - Low Density (GR-L) and Recreation Use Zoning District (RU). A portion of the property is also within the Flood Control District, the Avalanche Zoning District and on

slopes greater than twenty-five percent (25%). That portion of the property located within Blaine County is presently zoned R.-4, Mountain Overlay and Flood Plain Zoning Districts.

Generally, the Bigwood PUD is proposed to be a long term residential use project in PUD Large Blocks 1, 8 and 9; short term occupancy use in PUD Lots 2 through 7; and, recreation open space in PUD Lots 11 through 21. The Ketchum Comprehensive Plan Land Use Map designates land uses that are in conformance with those proposed uses of the property.

A standard development of the property under existing Blaine County Zoning and Subdivision Ordinances could result in approximately 373 dwelling units on the property as compared to the 216 dwelling units proposed in the Bigwood PUD.

The Ketchum Planning Commission and Zoning Commission, after Public Hearing, recommended to the City Council denial of the PUD application as set forth in the findings of each of the seventeen evaluation standards contained in Ketchum Planned Unit Development Ordinance Number 382, Section 8. Since that time to present, the Applicant has made numerous and substantial changes in the project's design and in the executed Annexation, Services and Development Agreement with

the City of Ketchum. Said changes have required additional review, information and legally noticed public hearings prior to final action thereon by the Ketchum City Council. As part of Ketchum's consideration of the above referenced applications, Ketchum, in accordance with Section 67-6525, Idaho Code, considered the zoning for the property upon annexation so that Ketchum's review of all applications affecting the use of the property are reviewed in an integrated manner, consistent with the Ketchum Ordinances and Comprehensive Plan. Ketchum has held lawfully required public hearings and meetings for consideration of said annexation and applications contingent thereupon. The City and Bigwood enter said Annexation, Services and Development Agreement for the purpose of establishing certain rights and obligations of the parties with regard to annexation of the property and development of the Bigwood PUD Development Plan, including, but not limited to, the sequence and timing of development, construction of necessary improvements, requiring on-site and off-site improvements, and minimizing the fiscal impact of the annexation and development upon the City to protect and promote the general health, safety and welfare of the citizens of Ketchum and future residents of Bigwood.

The Applicant proposes to dedicate and preserve the

existing golf course comprising approximately 100 acres of open space and dedicate certain public use rights thereto. In addition, the Applicant has offered to dedicate and improve numerous public easements through the PUD which are in accordance with the Wood River Trail's System Plan. The project includes multiple structures north of the Alpenrose Hotel feathering out to the north into .4 acre single family homes lots, one acre single family home lots and two acre lots along the Big Wood River. The minimum building setback from State Highway 75 is 250 feet and increases up to 400 feet. This setback buffers those uses from neighboring properties and preserves a greenbelt entry into the City of Ketchum.

The proposed Bigwood PUD is adjacent to and accessed by State Highway 75 which has a right of way of one hundred feet in width and is presently constructed to a design speed of 55 miles per hour. The highway has the existing capacity to handle existing traffic together with the traffic that will be generated by this project. In addition, the Applicant will provide turn lanes at the entrances to this project and improve Saddle Road and its intersection onto State Highway 75 as it runs through its project.

The present uses of the property are Recreational/Open Space consisting of a golf course and clubhouse. The pre-

dominate uses of the neighboring properties are Tourist at the Alpenrose Hotel to the east, single family residences from one to five acres on the west, and no development on the hillside areas to the east and north.

The relevant criteria and standards for review of the PUD application are the Local Planning Act (Idaho Code Section 67-6501, et. seq.), Title 50, Chapters 3 and 13 of the Idaho Code, the Ketchum Comprehensive Plan (Ordinance Number 372), Ketchum Planned Unit Development Ordinance Number 382, Ketchum Zoning Ordinance Number 208, Ketchum Subdivision Ordinance Number 316, Ketchum Street Standards Ordinance Number 276, Ketchum Sewerage System Ordinance Number 207, and Ketchum Water System Ordinance Number 287.

The City Council considered the recommendations made by the Ketchum Planning and Zoning Commission after receiving public comment on the project and considered the evaluation standards from Section 8 of the PUD Ordinance Number 382.

EVALUATION STANDARDS

EVALUATION STANDARD NUMBER 1: Minimum lot size of three (3) acres. All land within the development shall be contiguous except for intervening streets and waterways.

FINDING: The Ketchum City Council makes this finding because the Bigwood PUD is comprised of approximately 364 acres.

EVALUATION STANDARD NUMBER 2: That the proposed project will not be detrimental to the present and permitted uses of surrounding areas.

FINDING: The Ketchum City Council makes this finding because the project proposes uses that are permitted in the zoning district assigned to the property and projected under the land use classification identified on the Comprehensive Plan Land Use Map applying to said property; the open space preserved including dedication of the golf course provides adequate distance between the buildings within the project and neighboring properties; that the development proposes the uses and lot sizes similar to those of the surrounding areas; the development has adequately mitigated its adverse service and fiscal impacts by the Annexation, Services and Development Agreement upon execution thereof by the Applicant; the maximum building coverage will be under that permitted by the applicable zoning and subdivision regulations; the minimum perimeter setbacks will be in conformance with the zoning district regulations; the maximum height of buildings will not exceed that specified for the zoning districts in which the property is located; the overall allowable density is no greater than that allowed in the zoning districts in which the property is located; and, the project provides for its highest density uses closer to town with a series of reducing densities to the north comparable with existing and permitted uses of neighboring properties.

EVALUATION STANDARD NUMBER 3: That the proposed project will have a beneficial effect not normally achieved by standard subdivision development.

FINDING: The Ketchum City Council makes this finding because the proposed PUD provides integrated open space and that the open space preserved by dedication of the golf course and City park and public use rights thereto are a benefit not normally achieved by standard subdivision development.

EVALUATION STANDARD NUMBER 4: The development shall be in harmony with the surrounding area.

FINDING: The Ketchum City Council makes this finding because

no buildings are proposed in the flood plain; the dedication of open space preserved by the golf course; the lot sizes and the uses within the project are similar to those of the surrounding areas being with multiple family units by the Alpenrose Hotel feathering out into single family lots to the north with two acre lots along the river; the golf course has retained its orientation with regard to existing buildings bordering the project including the Alpenrose Hotel, Bigwood Condominiums and Larkspur Condominiums; and, the project will not exceed the present bulk zoning regulations.

EVALUATION STANDARD NUMBER 5: Densities and uses may be transferred between zoning districts within a PUD...provided the aggregate overall allowable density of units and uses shall be no greater than that allowed in the zoning district or districts in which the development is located...

FINDING: The Ketchum City Council finds this standard is met in light of the existing Blaine County Zoning Districts which permits greater density than proposed and because all density is restricted to PUD Lots 1 through 10 and no further density or uses are requested in those lots and the remainder of the property is dedicated to open space.

EVALUATION STANDARD NUMBER 6: That the proposed vehicular and non-motorized transportation system is (a) adequate to carry anticipated traffic consistent with existing and future development of surrounding properties; (b) will not generate vehicular traffic to cause "undue congestion" of the public street network within or outside the PUD; (c) designed to provide automotive and pedestrian safety and convenience; and, (d) designed to provide adequate removal, storage, and deposition of snow.

FINDING: The Ketchum City Council makes this finding because the project is adjacent to and accesses upon State Highway 75 which is of adequate construction and design to safely accommodate the traffic generated by the project subject to certain improvements to be constructed by the Applicant as set forth in the Annexation, Services and Development Agreement; the fisherman/pedestrian easement allowing access on the east side of the bank of the River and because the

bicycle/equestrian/jogging paths are proposed to be built by the Applicant; the project has adequate snow storage; the development under the Bigwood PUD Development Plan will not overload adjacent streets or utilities; the proposed vehicular and non-vehicular transportation system is adequate to carry anticipated traffic and the land uses proposed will not generate vehicular traffic to cause congestion of the public street network outside the PUD; no access is permitted to any lot directly from State Highway 75 nor from the connector road; that the project will provide turn lanes at its entrance points onto State Highway 75; that the Applicant will dedicate Saddle Road east of State Highway 75 to a full width of 80 feet and improve to adequate safety standards the intersection of that road with the highway; that the internal streets within the project will be dedicated to a width of 60 feet with an additional two feet of improved shoulder on each side for pedestrian safety and additional snow storage; and, that an emergency vehicle access lane will be constructed and maintained by the Applicant from the south end of South Bigwood Drive to Saddle Road for an adequate second access to that portion of the project.

EVALUATION STANDARD NUMBER 7: That the plan is in conformance with and promotes the purposes and goals of the Comprehensive Plan, Zoning Ordinance, and other applicable ordinances of the City, and not in conflict with the public interest.

FINDING: The Ketchum City Council makes this finding based on its finding with regard to the other sixteen evaluation standards; a review of the applicable ordinances; the types, location and densities of units and uses proposed within the PUD are in conformance with the Comprehensive Plan; the Applicant upon execution of the Annexation, Services and Development Agreement will adequately address and mitigate the adverse impacts of the project and thereupon the project will not be in conflict with the public interest.

EVALUATION STANDARD NUMBER 8: That the development plan incorporates the site's significant natural features.

FINDING: The Ketchum City Council makes this finding because there is no building in the flood plain; and the fisherman's/

pedestrian easement is proposed along the River; no buildings are proposed on slopes greater than twenty-five percent (25%) nor on rock outcroppings or ridgelines; that adequate open space is dedicated for the golf course; that the minimum building setback off State Highway 75 to the east is 250 feet which preserves an open space at the north entrance into the City of Ketchum similar to that provided through the south entrance; and, that the Applicant has deleted a proposed lot off Spur Lane thereby preserving that distinctive rock outcropping.

EVALUATION STANDARD NUMBER 9: Substantial buffer planting strips or other barriers are provided where no natural buffers exist.

FINDING: The Ketchum City Council makes this finding because the setback off the highway preserves the golf course open space along a major entrance into the City.

EVALUATION STANDARD NUMBER 10: Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner.

FINDING: The Ketchum City Council finds this standard met by the phasing schedule for and construction of the improvements as set forth in the Annexation, Services and Development Agreement upon execution thereof by the Applicant.

EVALUATION STANDARD NUMBER 11: Adequate and useable open space shall be provided. The applicant shall dedicate to the common use of the homeowners or to the public adequate open space in a configuration useable and convenient to the residents of the project. The amount of useable open space provided shall be greater than that which would be provided under the applicable "aggregate lot coverage" requirements for the zoning district or districts within the proposed project...

FINDING: The Ketchum City Council makes this finding because the golf course, recreation center and public trail system

provides adequate useable recreational open space for the residents of the project; the property will be maintained under the control of the homeowner's association; that the lot coverage of the proposed buildings is less than permitted under the applicable zoning district regulations; that no buildings are proposed on slopes greater than twenty-five percent (25%); that the Applicant will improve or construct all public bicycle and other easements within the project.

EVALUATION STANDARD NUMBER 12: Location of buildings, parking areas and common areas shall maximize privacy within the project and in relationship to adjacent properties and protect solar access to adjacent properties.

FINDING: The Ketchum City Council makes this finding because the buildings are not adjacent to existing structures outside the project except where the project abuts the Alpenrose Hotel on the north where the views from the units are oriented away from the Alpenrose and the Latigo Lane duplex lots where the location of building envelopes minimizes disruption of existing views; that the Applicant deleted from its proposal units in front of the Alpenrose which would have created an incompatible use between the occupants of those units and the commercial bar and restaurant activities of the hotel; the setbacks away from the exterior boundaries of the project are greater than permitted in the applicable zoning districts; the buildings are set back a minimum of 400' from the highway and 200' north of Saddle Road, the major roads abutting the property; and, that the location of the building envelopes, orientation of the buildings and location of parking spaces maximizes privacy and solar access within the project.

EVALUATION STANDARD NUMBER 13: "Adequate recreational facilities" shall be provided...

FINDING: The Ketchum City Council finds that this standard is met because of the dedicated golf course and open space lots, the construction of the recreation center, the dedication of public trail easements and improvement of certain of those easements by the Applicant.

EVALUATION STANDARD NUMBER 14: There shall be special development objectives and special characteristics of the site or physical conditions that justify the granting of the PUD - Conditional Use Permit.

FINDING: The Ketchum City Council makes this finding because of the dedication of the golf course and open space blocks; the large setback along State Highway 75, and the integrated design of the project to accentuate the open space and view corridors within the project.

EVALUATION STANDARD NUMBER 15: The development will be completed within a reasonable time.

FINDING: The Ketchum City Council makes this finding because of the phasing schedule contained in the Annexation, Services and Development Agreement upon execution thereof by the Applicant.

EVALUATION STANDARD NUMBER 16: That public services, facilities and utilities are adequate to serve the proposed project and anticipated development within the appropriate service areas.

FINDING: The Ketchum City Council makes this finding because the public utilities and services required for the project are provided for by the Applicant in accordance with the Annexation, Services and Development Agreement upon execution thereof by the Applicant.

EVALUATION STANDARD NUMBER 17: That the project complies with all applicable ordinances, rules and regulations of the City of Ketchum, Idaho, except as modified or waived pursuant to Section 8(a) of PUD Ordinance Number 382.

FINDING: The Ketchum City Council makes this finding because no waivers or modifications to any applicable ordinances, rules and regulations are requested and based on the findings in the other sixteen evaluation standards.

CONCLUSIONS OF LAW

1. That the proposed Bigwood PUD application meets all the relevant standards for approval under Section 8 of Ketchum PUD Ordinance Number 382, provided said property is annexed into the City of Ketchum.

2. That the Bigwood PUD is in conformance with and not in conflict with the Ketchum Comprehensive Plan (Ordinance Number 372).

3. That the Bigwood PUD is in conformance with the Ketchum Zoning Ordinance Number 208.

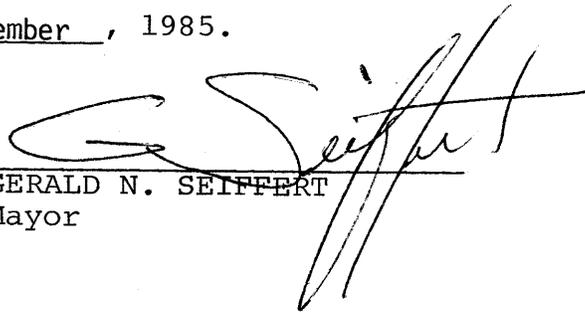
4. That the Bigwood PUD is in the public interest and will not be detrimental to the public health, safety and welfare provided the Annexation, Services and Development Agreement is executed by the Applicant.

DECISION

Therefore, the City of Ketchum, Idaho, approves the application for a Conditional Use Permit for the proposed Bigwood PUD subject to the conditions contained in the Permit made a part hereof by reference, and subject to the Annexation, Services and Development Agreement. Furthermore, the City of Ketchum approves the preliminary plat of the PUD Large Block Subdivision, and the preliminary plat of the Resubdivision of Large Blocks Number 1, 2 and 8 subject

to the conditions placed thereon, the Conditional Use Permit and the Annexation, Services and Development Agreement.

PASSED this 16th day of September, 1985.



GERALD N. SEIFFERT
Mayor

ATTEST:



Betty A. Coles
City Clerk

CONSENT OF DIRECTORS OF
NEILSEN, MONROE, INC.
IN LIEU OF MEETING

The undersigned, constituting all of the directors of Neilsen, Monroe, Inc., an Idaho corporation, do hereby consent to, adopt and approve in writing the following corporate action without a meeting in accordance with the general corporation laws of the State of Idaho:

WHEREAS, Neilsen, Monroe, Inc. (hereinafter "Corporation") is a general partner of River Rock, Ltd., a Nevada limited partnership (hereinafter "River Rock"); and

WHEREAS, the Corporation, even though not required to do so, has contacted all the limited partners of River Rock and obtained their authority and consent to enter into an Annexation Agreement with the City of Ketchum on behalf of River Rock;

NOW, THEREFORE, BE IT RESOLVED, that the Corporation is hereby authorized to enter into an Annexation Agreement with the City of Ketchum and bind River Rock and the Corporation in the Annexation Agreement.

RESOLVED FURTHER, that Craig Neilsen and Dave Sellgren are hereby authorized to execute said Annexation Agreement on behalf of the Corporation.

DATED: August 15, 1985

Craig Neilsen
Dave M. Sellgren

Attachment G:
1985 Bigwood Development Agreement

BIGWOOD

ANNEXATION, SERVICES AND DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this 15th day of August, 1985, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter "Ketchum"), and RIVER ROCK, LTD., a Nevada limited partnership (hereinafter referred to as "Bigwood").

R E C I T A L S:

This Agreement is predicated upon the following facts:

1. Ketchum is a municipal corporation having all powers granted municipalities among which are the power to contract (Idaho Code Section 50-301), power to annex (Idaho Code Section 50-222), and power to approve planned unit developments, special uses and subdivisions for the benefit of its citizens (Idaho Code Sections 67-6512 and 6515).

2. River Rock, Ltd. is a Nevada limited partnership duly qualified to do business in the State of Idaho and owns a tract of land, a portion of which is within and a portion adjacent and contiguous to the northerly City boundary of Ketchum, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter the "Property"), on which Bigwood proposes a planned unit development (PUD) contingent upon annexation by Ketchum. Neilsen-Monroe,

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Inc., an Idaho corporation, is the managing general partner of River Rock, Ltd. and in that capacity has the authority to execute this Agreement on behalf of River Rock, Ltd.

3. The predecessor owner of the Property, Sprenger Land Investment, Inc. (hereinafter "Sprenger"), entered into an agreement with Ketchum which was embodied in Resolution Number 92 adopted by Ketchum on December 17, 1969. Pursuant to Resolution Number 92, Sprenger and Ketchum sought to provide for a general plan for development of approximately 707 acres of land located north of Ketchum. There have been numerous changes in Ketchum, the surrounding area, local economy, and in the ownership and the actual and proposed development of the land previously owned by Sprenger. Consequently, Ketchum and Bigwood cannot agree upon their respective rights and obligations under Resolution Number 92.

4. On March 16, 1982, Bigwood filed a Complaint in the District Court for the Fifth Judicial District, Blaine County, Idaho, Case Number 11331, entitled River Rock, Ltd., a Nevada limited partnership dba Bigwood v. City of Ketchum, an Idaho municipal corporation, and John Does I-X (hereinafter referred to as "Lawsuit"), seeking adjudication of the issues raised therein. The pleadings filed in said Lawsuit are hereby incorporated by reference.

5. Since the filing of the Lawsuit, the Bigwood PUD

Development Plan has been significantly revised by Bigwood to respond to the concerns of Bigwood, surrounding landowners and the legitimate concerns of Ketchum and has required additional review, information and legally noticed public hearings prior to final action thereon by the Ketchum City Council. On January 20, 1984, Bigwood filed the following with Ketchum: Request for Annexation of the Property and Zoning upon Annexation into the City of Ketchum, Idaho, and contingent upon annexation an Application for PUD - Conditional Use Permit, and Applications for Preliminary Plat approval. As part of Ketchum's consideration of the above referenced applications, Ketchum, in accordance with Section 67-6525, Idaho Code, considered the zoning for the Property upon annexation so that Ketchum's review of all applications affecting the use of the Property are reviewed in an integrated manner, consistent with the Ketchum Ordinances and Comprehensive Plan. Ketchum has held lawfully required public hearings and meetings for consideration of said annexation and applications contingent thereupon.

6. If the Property is developed under the regulations of Ketchum, the effect of such development would be beneficial to public health, safety and welfare of the City, its environs, and Bigwood.

7. The City and Bigwood enter this Agreement for the

purpose of establishing certain rights and obligations of the parties with regard to annexation of the Property and development of the Bigwood PUD Development Plan, including, but not limited to, the sequence and timing of development, construction of necessary improvements, requiring on-site and off-site improvements, and minimizing the fiscal impact of the annexation and development upon the City to protect and promote the general health, safety and welfare of the citizens of Ketchum and future residents of Bigwood.

8. Development of the Property in accordance with the Bigwood PUD Development Plan will create and impose upon Ketchum substantial burdens for additional facilities, improvements and services particularly attributable to the annexation and the proposed development of the Property. Bigwood and Ketchum desire to agree upon and to mitigate the adverse impacts of its development and pay the costs of certain impacts particularly associated with and attributable to annexation and proposed development of the Property including, but not limited to, on-site and off-site water, sewer, fire protection, streets, transportation and general service impacts.

9. It is in the best interests of Ketchum and Bigwood, the health, safety and welfare of the people of Ketchum and Bigwood to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and in order to provide for orderly annexation and development of the Property, the parties hereto agree as follows:

1. DEFINITIONS AND GENERAL RESTRICTIONS. Throughout this Agreement, the following terms will be defined and certain restrictions and covenants are hereby placed upon the areas so defined, as follows:

1.1 The Property. This shall mean the real property described in Exhibit A, attached hereto and made a part hereof by reference, upon which Bigwood proposed the planned unit development. This description includes a parcel of property previously owned by Dr. Gwinner and purchased by Bigwood which is hereby included as part of the PUD Development Plan dedicated to golf course and open space use.

1.2 PUD Development Plan. Bigwood shall develop the Property in accordance with the Bigwood Planned Unit Development Plan (hereinafter referred to as the "PUD Development Plan") consisting of the General Development Plan of one (1) page, a copy of which is attached hereto and made a part hereof by reference as Exhibit B, and the Bigwood PUD Large Block Preliminary Subdivision Plat, consisting of five (5) pages attached hereto and made a part

hereof by reference as Exhibit C, and the Bigwood PUD - Conditional Use Permit (hereinafter referred to as the "PUD - Conditional Use Permit") for the Bigwood PUD, which upon issuance by Ketchum shall be incorporated herein by reference. The provisions, terms, conditions and requirements contained in the various Exhibits comprising the PUD Development Plan shall be cumulative.

1.3 Large Block. This shall refer to the Large Block of the PUD Large Block Subdivision plat (Exhibit C) designated by the number assigned thereto.

1.4 General Restrictions. The twenty-one (21) Large Blocks of the PUD Preliminary Large Block Subdivision plat of the PUD Development Plan are further defined and certain restrictions and covenants placed thereon as follows:

(a) Large Block Number 1 and Large Block Number 10 (hereinafter collectively referred to as "Large Block Number 1") shall be comprised of a maximum of eight (8) single family residential lots according to the preliminary plat of the resubdivision of Large Block Number 1, a copy of which is attached hereto and incorporated herein as Exhibit D. No further subdivision of said lots shall be permitted.

(b) Large Block Number 2 shall be comprised of a maximum of nine (9) single family residential lots,

according to the preliminary plat of the resubdivision of Large Block Number 2, a copy of which is attached hereto and made a part hereof by reference as Exhibit E. No further subdivision of said lots shall be permitted.

(c) Large Block Number 3 shall be comprised of a maximum of eight (8) single family residential lots. No further subdivision of said lots shall be permitted.

(d) Large Block Number 4 shall be comprised of a maximum of seventeen (17) single family residential lots. No further subdivision of said lots shall be permitted.

(e) Large Block Number 5 shall be comprised of a maximum of eleven (11) single family residential lots. No further subdivision of said lots shall be permitted.

(f) Large Block Number 6 shall be comprised of a maximum of eight (8) single family residential lots. No further subdivision of said lots shall be permitted.

(g) Large Block Number 7 shall contain a maximum of one hundred thirty-eight (138) multiple dwelling units in four eight plex structures and five chevron clusters as shown on the PUD Development Plan with a maximum total building foot print and total building square footage for each as set forth in Exhibit F, attached hereto and made a part hereof by reference. The location, final building

design and landscaping thereof shall be subject to the design review regulations of Ketchum in effect at the date of application therefore and in substantial conformance with the PUD Development Plan and consistent with the provisions of this Agreement. Bigwood shall construct and maintain year around emergency vehicle access lane from the cul de sac at the south end of Large Block Number 7 south to Saddle Road and the design thereof shall be approved by Ketchum. Bigwood shall construct same prior to the issuance of the first building permit for any structure within said large block. Said emergency access shall be closed to through traffic at its access point at Saddle Road and Ketchum shall have the right to erect a barrier on said emergency lane if determined necessary by Ketchum. No further subdivision, except condominiumization, of said large block shall be permitted.

(h) Large Lot Number 8 shall be comprised of seven (7) residential duplex lots according to the preliminary plat of the resubdivision of Large Block Number 8, a copy of which is attached hereto and made a part hereof by reference as Exhibit G. Development of this parcel may be served by Ketchum Spring Water Supply Company, Inc. if such service can provide the requirements for domestic and fire flows under a utility plan to be approved by Ketchum prior

to construction thereof and final plat approval of said resubdivision plat. No further subdivision, except condominiumization, of said lots shall be permitted. The site grading of these lots shall be done by Bigwood prior to final plat approval of Large Block Number 8 in accordance with a plan to be approved by Ketchum.

(i) Large Blocks Number 11 through 15 and 20 shall comprise, and are hereby dedicated to open space in perpetuity and expansion at the existing golf course. Any portion of said large blocks not used as a golf course shall remain open space with no improvements constructed thereon except as set forth in this Agreement. These large blocks shall not be subdivided.

(j) Large Blocks Number 16 through 18 and 21 shall be dedicated to open space in perpetuity. No improvements shall be constructed thereon except as set forth in this Agreement. A blanket easement for the location and use of public pedestrian, equestrian and cross-country ski trail easements shall be granted thereover by Bigwood to Ketchum upon execution of this Agreement. No further subdivision of said large block shall be permitted.

(k) Large Block Number 19 shall be the block upon which Bigwood shall construct the Bigwood Recreation Center building and related uses as set forth in this

Agreement. The final design and landscaping thereof shall be subject to the design review regulations of Ketchum in effect at the date of application therefore. No further subdivision of said block shall be permitted.

(l) Large Block Number 9 shall be a single residential lot. The location of the building envelope outside the Avalanche Zone and the twenty-five percent slope line together with the final location and design of the access road thereto and drainage plan shall be subject to approval by Ketchum prior to final plat approval of the Large Block Subdivision plat. The existing access easement to said Property across property owned by the United States Department of Interior, Bureau of Land Management (BLM) shall be vacated by Ketchum upon request of Bigwood once Bigwood has received a new easement from the BLM which permits construction of a driveway to said lot which is approved by Ketchum prior to final plat approval of the Large Block Subdivision plat. No further subdivision of said large block shall be permitted.

(m) All lots within each developable large block shall have a building envelope with driveways accessible thereto at grades of not more than seven percent (7%) with minimum cuts and fills except as otherwise approved by Ketchum in conformance with Fire Department requirements.

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(n) The total permitted density of the Property shall be no greater than the 216 dwelling units as shown on the PUD Development Plan irrespective of the underlying zoning designations placed upon the Property. All density and development rights of Large Blocks Number 1 through 21 of the PUD Development Plan have been transferred to Large Blocks Number 1 through 8. No further dwelling units shall be constructed on or transferred to the Property or any portion thereof.

1.5 Ketchum Subdivision Ordinance. This shall refer to Ketchum Subdivision Ordinance Number 316 and all amendments thereto and all subsequently adopted subdivision ordinance(s).

1.6 Ketchum Zoning Ordinance. This shall refer to Ketchum Ordinance Number 208 and all amendments thereto and all subsequently adopted zoning ordinance(s).

1.7 Comprehensive Plan. This shall refer to that Plan adopted by Ketchum on April 8, 1983 and all amendments thereto and all subsequently adopted comprehensive plan(s).

1.8 Ketchum. This shall mean the City of Ketchum, Idaho, a municipal corporation, acting by and through its elected City Council.

1.9 Start of Combustible Construction. This shall mean commencement of construction using any combust-

ible materials.

1.10 Upon Execution of This Agreement. This shall mean within thirty (30) days of passage of a resolution by Ketchum authorizing the Mayor to execute this Agreement and prior to passage of an ordinance of Ketchum annexing the property described in Exhibit H.

2. SEQUENCE OF DEVELOPMENT. Bigwood shall first obtain the final approval of and record the PUD Large Block Subdivision plat pursuant to Paragraph 7 hereinafter. Thereafter, Bigwood shall obtain final plat approval of the resubdivision of Large Block Number 1. Thereafter, Bigwood shall obtain final plat approval of and record Large Blocks Number 2 and 8 in whichever order Bigwood elects. Thereafter, Bigwood shall obtain preliminary and final plat approval and record the resubdivision of Large Block Number 3. Thereafter, Bigwood shall obtain preliminary and final plat approval and record the resubdivisions of Large Blocks Number 4 and 5 in whichever order Bigwood elects. Thereafter, Bigwood shall obtain preliminary and final plat approval and record the resubdivision of Large Block Number 6. Thereafter, Bigwood shall develop the buildings on Large Blocks Number 7 and 19. Bigwood may develop Large Block Number 7 earlier provided that Bigwood, upon prior written approval thereof by Ketchum, constructs all improvements and

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performs all other obligations required for final platting of Large Blocks Number 1 through 7 under the terms and conditions of this Agreement, except as may be modified by Ketchum in said approval. Development shall occur in such a fashion that the character and aesthetic value of the Bigwood PUD is maintained at all times. Each phase shall contain all the necessary elements and improvements to exist independently from proposed future phases. No portion of the Property shall be developed except as set forth in the PUD Development Plan and this Agreement. After recordation with the Office of the Blaine County Recorder of the PUD Large Block Subdivision plat, Bigwood shall have five (5) years to complete development of Large Blocks Number 1 through 6 and 8 thereof. Thereafter, Bigwood shall have an additional ten (10) years to complete development of Large Block Number 7. Bigwood may request from Ketchum extension of the development completion schedule as herein provided which shall not be unreasonably denied by Ketchum. In the event Bigwood does not comply with either portion of this development schedule, then Ketchum shall have the right to review the PUD - Conditional Use Permit and PUD Development Plan and require such changes which are found necessary due to the ordinances, laws and standards then in effect or changed conditions. The PUD - Conditional Use Permit may be

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amended accordingly by Ketchum.

3. CONSENT TO ANNEXATION AND DE-ANNEXATION. Bigwood hereby irrevocably consents to the annexation by Ketchum of the property described in Exhibit H. Furthermore, Bigwood hereby irrevocably consents to the de-annexation of said property in accordance with this Agreement. In the event Bigwood fails, neglects or refuses to fulfill the obligations required by it "upon execution of this Agreement" (as defined in this Agreement) or to obtain final approval of or record the PUD Large Block Subdivision plat (pursuant to Paragraph 7 of this Agreement) or comply with Paragraph 23 of this Agreement, or otherwise defaults under this Agreement (pursuant to Paragraph 13 of this Agreement), then Ketchum may de-annex the Property. Upon de-annexation, the PUD - Conditional Use Permit, any approvals of subdivision plats and this Agreement may be voided ab initio by Ketchum. In the event of de-annexation of said property, Ketchum shall deed its interests in the golf course back to Bigwood.

4. IMPROVEMENTS, AMENITIES, FACILITIES, SERVICES AND FEES. Bigwood shall engineer, construct, and otherwise provide, at its sole expense, the following improvements, amenities, facilities and services, public and private, in accordance with the PUD Development Plan and this Agreement. Furthermore, Bigwood shall pay to Ketchum certain fees as herein

provided. These obligations of Bigwood are to mitigate certain adverse impacts which the parties hereby mutually recognize and agree are created by and particularly attributable to the annexation of the Property and development of the Bigwood Planned Unit Development and as part of the compromise and settlement of the Lawsuit as provided for in Paragraph 20 hereinafter. Bigwood requests water and sewer service from Ketchum by extension of the municipal water system and sewerage system. All utilities, including water, sewer, gas and electric, shall be installed underground within the street rights of way prior to completion of the construction of the roads. All improvements shall be constructed in accordance with the PUD Development Plan and the rules, regulations and standards of Ketchum in effect at the time of construction. Bigwood shall install all improvements for the resubdivision or development of each Large Block in accordance with this Agreement prior to subsequent resubdivision or development of subsequent Large Blocks as set forth in Paragraph 2 hereinabove. Detailed engineering construction drawings and specifications for construction of the water and sewer system improvements and streets and public easement improvements shall be prepared by Bigwood and approved by Ketchum prior to construction. Prior to acceptance of said improvements by resolution, Ketchum shall

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inspect and approve same and Bigwood shall provide Ketchum with "as built" drawings of each. Bigwood hereby warrants that the "as built drawings" are true and correct and Bigwood shall be liable and hold Ketchum harmless for any damage which may result from errors in said drawings after acceptance by Ketchum of said utilities. Bigwood hereby warrants each of said utilities and streets for two (2) years from acceptance thereof by Ketchum.

4.1 Streets. Bigwood shall provide, at its sole expense, the following street and public easement improvements:

(a) All public streets, easements, emergency lanes and other public ways and related improvements shall be constructed by Bigwood for each phase of development in accordance with the PUD Development Plan and this Agreement prior to final plat approval of the resubdivision of each Large Block. Minor adjustments in the final alignment of the public streets and easements as shown on the PUD Development Plan may be made by Ketchum on a phase by phase basis in accordance with this Agreement. Prior to approval of the final plat of the resubdivision of Large Block Number 3, Bigwood shall construct North Bigwood Drive and Clubhouse Road with an all weather surface road and construct the looped water and sewer lines therein. Prior to final plat

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approval of the resubdivision of Large Block Number 4 or 5, whichever shall occur first, construction and paving of said streets shall be completed by Bigwood. Upon execution of this Agreement, the title to the real property of North Bigwood Drive, South Bigwood Drive, Clubhouse Road and River Rock Road and all easements shown on the PUD Development Plan shall be irrevocably offered for dedication by Bigwood to Ketchum. The offer of street dedications shall be made by Bigwood by warranty deed free of liens and encumbrances, except as specifically waived in writing by Ketchum. Ketchum may accept dedications at any time thereafter at its discretion and acceptance thereof by Ketchum shall not relieve Bigwood of its obligations to construct improvements thereon as required by the PUD Development Plan and this Agreement. Bigwood shall obtain title insurance, at its sole expense, on those dedications prior to offering for dedication. All public easements shown on the preliminary plat of the resubdivision of Large Block Number 1 (Exhibit D) shall be granted by Bigwood to Ketchum upon execution of this Agreement. All street light construction and landscaping and revegetation of the street rights of way shall be done by Bigwood as part of the construction of said streets for each phase of the project as set forth in this Agreement.

(b) All required improvements of public

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easements shall be designed and constructed by Bigwood in accordance with the standards contained in the "Bikeway and Path Standards for Blaine County Recreation District" by Insight, Inc., dated October 1980, incorporated herein by reference, except those set forth in numbered paragraphs 4, 6, 7, 8 and 9 of the "Bigwood P.U.D. Paths, Recommendations of the Blaine County Recreation District" dated April 23, 1984, (incorporated herein by reference) which shall be constructed and maintained in accordance therewith. In the event that additional rights-of-way are necessary to meet said standards, Bigwood shall dedicate same to Ketchum. Prior to final plat approval of the resubdivision of Large Block Number 1, Bigwood shall construct the public bicycle path and other public easements therein.

(c) Ketchum shall acquire the real property by negotiated purchase or eminent domain proceedings for construction of the Saddle Road Extension with a one hundred foot wide right of way in accordance with the plan as shown in Figure 10, Alternative No. 2 of "Traffic Engineering Study - Saddle Road Extension State Highway 75 to Warm Springs Road", July 1983, prepared by Bell-Walker Engineers, Inc., incorporated herein by reference, together with the real property lying adjacent and between said right of way east to Venable Lane. Bigwood shall pay as an annexation

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impact fee and as part of the compromise and settlement of the Lawsuit as provided in Paragraph 20 hereinafter the purchase price or all damages for condemnation and other related costs incurred by Ketchum in acquiring or condemning said real property of approximately one and one-half acres in size. Prior to annexation, Bigwood shall secure performance of its obligation hereunder and shall provide Ketchum with a first Deed of Trust in the sum of Three Hundred Thousand and no/100 Dollars (\$300,000.00) on the real property described in Exhibit N, attached hereto and made a part hereof by reference. Bigwood shall pay to Ketchum all the proceeds from the sale of each portion of said property up to the full amount due hereunder. Ketchum shall have the right to foreclose said Deed of Trust if Bigwood does not pay to Ketchum said sum toward its obligation hereunder within twelve (12) months of the date of execution of this Agreement. Bigwood shall pay any sums due above the amount received under said Deed of Trust within thirty (30) days of mailing written notice thereof by Ketchum to Bigwood. In acquiring said real property, Ketchum does not assume any obligations as may exist between Bigwood, Neilsen-Monroe, Inc., or Sprenger Land Investment, Inc., and the Oregon Short Line Railroad Company, Union Pacific Railroad Company, Upland Industries, Inc., or any

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other party with regard to the location or construction of said street, any utilities or otherwise. Ketchum plans to construct the Connector Road in phases as budgeting and funding permit. In the event Ketchum acquires the real property for construction of said Saddle Road connector other than by purchase or eminent domain, then Bigwood shall construct said Connector Road within one (1) year from the date of such acquisition.

(d) Bigwood shall construct turn lanes along State Highway 75 at the locations and of a design to be approved by Ketchum prior to and as a condition of final plat approval of the resubdivision of Large Block Number 4 or 5, whichever shall occur first, of the PUD Large Block Subdivision plat. The final location of the turnouts shall be approved by the agencies of the State of Idaho having jurisdiction thereover.

(e) Upon execution of this Agreement, Bigwood shall dedicate to Ketchum that portion of Saddle Road adjacent to the Property to a minimum width of eighty (80) feet. In addition, Bigwood shall construct improvements to said public street and at its intersection with State Highway 75 in conformance with a design and construction specifications to be approved by Ketchum prior to final plat approval of the PUD Large Block Subdivision plat. Those

improvements shall include widening, lengthening and otherwise improving the intersection of Saddle Road and State Highway 75 to correspond to the improvements made by Northwood on the west side of said intersection and widening the remaining portion of Saddle Road dedicated by Bigwood to a maximum of forty (40) feet of paving width.

4.2 Landscaping and Street Lighting. Bigwood, at its sole expense, shall landscape Large Block Number 21 in accordance with the PUD Development Plan and a landscaping plan to be approved by Ketchum prior to final plat approval of the resubdivision of Large Block Number 4 or 5, whichever is earlier. Similarly, Bigwood shall install landscaping and related improvements for Large Block Number 7 and for Large Block Number 19 in accordance with a landscaping plan to be approved by Ketchum prior to design review approval of the first building to be constructed therein. The landscaping shall be installed in each large block of the PUD Large Block Subdivision plat as the same is developed.

4.3 Water System Improvements. Bigwood shall engineer and construct, at its sole expense, all improvements and additions to the municipal water system as set forth herein and provide the required water flows for domestic and fire flow purposes to each phase of development subject to Paragraph 4.3(f) hereof, which as a minimum shall

include the following:

(a) Water Distribution System. The municipal water distribution system of Ketchum shall be extended by Bigwood, at its sole expense, to and throughout the Bigwood PUD. All municipal water lines shall be looped upon completion, except the water line within Large Block Number 1, Large Block Number 6 and Large Block Number 9, and in lieu thereof circulation points with dry wells shall be installed by Bigwood according to plans to be approved by Ketchum. Prior to final plat approval of the resubdivision plat of Large Block Number 1, Bigwood shall extend the twelve inch municipal water main from the intersection of State Highway 75 and Saddle Road to serve the resubdivision of Large Block Number 1. Prior to final plat approval of Large Block Number 2, Bigwood shall construct, at its sole expense, an underground water system booster pump station at a location to be designated by Ketchum which shall provide a minimum of 3,000 gallons per minute at no less than 20 p.s.i. through the twelve inch water line to all portions of the Property with an elevation of 5,900 feet above sea level and higher. Said pump station shall be designed by Bigwood to include future installation of pressure reduction valves with bypass lines and valves, which shall be installed as part of the well improvement as set forth in Paragraph 4.3(b) herein-

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below. Upon completion of each construction phase of said improvements, Bigwood shall offer same for dedication and portions not accepted shall remain the property and responsibility of Bigwood.

(b) Water Well. Prior to final plat approval of the resubdivision of Large Block Number 4 or 5, whichever shall occur first, Bigwood shall construct a municipal water well and related improvements as herein provided. Bigwood shall drill a six (6) inch test well(s) at the site or sites within the Property designated by J.U.B. Engineers, Inc. and beginning with that shown on the resubdivision plat of Large Lot Number 1. Said test well shall be tested and certified for maximum water flow by J.U.B. Engineers, Inc. of Twin Falls, Idaho. In the event that said test well(s) does not provide a minimum flow of 1,000 gallons per minute, Bigwood shall drill test wells on sites selected by Bigwood and approved by Ketchum until the minimum flow of 1,000 gallons per minute is provided, either by a single well or the aggregate of wells. When the flow as tested above meets the minimum flow requirement of 1,000 gallons per minute, then Bigwood shall contract with J.U.B. Engineers, Inc. or such other engineers as may be approved by Ketchum, to design the vertical drive pump system, pump house chlorination facilities, telemetry and backup power generation for the maximum

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water flow of said well or wells up to a maximum flow of 1,000 gallons per minute and Bigwood shall construct said wells and related improvements and connect same to the municipal water system. In the event the test well results indicate that the well(s) will produce more than 1,000 gallons per minute, Bigwood shall notify Ketchum in writing and thereafter, Ketchum shall have the right to elect to increase the capacity of the well(s) up to a maximum of 2,500 gallons per minute. Upon said notification of said election by Ketchum, Bigwood shall design said well and pump system for a maximum flow so elected by Ketchum. Ketchum shall pay the increased construction costs of the pumping facility necessary to increase the flows of said wells above 1,000 gallons per minute as determined by engineering cost estimates obtained by Bigwood and by Ketchum and shall be resolved by mutual agreement between the parties hereto. In the event the parties hereto cannot agree on the amount of the increased costs to be paid by Ketchum as herein set forth, then Bigwood shall place out to bid the well(s) with and without Ketchum's elected increase in size and the amount which Ketchum shall pay shall be the difference between the two lowest bids. After receipt of said bids, Ketchum may elect not to proceed with the size increase and Bigwood shall construct the 1,000 gallon per minute well(s)

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as herein provided. Upon certification of flow and designation of the well site(s) by J.U.B. Engineers, Inc., Bigwood shall convey to Ketchum by warranty deed free of liens and encumbrances the well site or sites, and water rights together with access and utility easement(s) thereto. The area of said well site(s) shall be outside of the flood plain and of sufficient size and location to comply with all laws, rules and regulations of the State of Idaho.

Bigwood shall construct said well and related improvements and the pressure reducing valve, by-pass lines and related improvements and connect same to the municipal water system and connect the telemetry to the municipal booster pump well house and dedicate same to Ketchum prior to final approval of the resubdivision of Large Block Number 4 or 5, whichever shall occur first.

(c) Water Tank and Pressure Reduction Station.

In the event the water flows and/or water pressures required to meet the domestic and fire flow requirements as determined by J.U.B. Engineers, Inc. of the ordinances, rules and regulations of Ketchum and the State of Idaho then in effect are not met prior to the time of the start of combustible construction of the first structure within Large Block Number 7 or at any earlier phase of the project, then Bigwood shall construct water system improvements to provide

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said required water flows and water pressures as herein set forth. Bigwood may elect to construct another municipal well under the procedures and with Ketchum's election to increase the size of said well as set forth in Paragraph 4.3(b) hereinabove, or elect to construct the water tank and pressure reduction station as herein provided. Irrespective of which election Bigwood shall choose, Bigwood shall construct an access road approved by Ketchum to the water storage tank site. Bigwood shall deed to Ketchum by warranty deed free and clear of liens and encumbrances a water tank site at a location and elevation approved by Ketchum together with water line and access easements prior to final approval of the PUD Large Block Subdivision plat. The water tank site and access road may be relocated at the discretion of Ketchum prior to final approval of the resubdivision of Large Lot Number 6. Prior to final plat approval of the resubdivision of Large Block Number 6, Bigwood shall construct, at its sole expense, a fourteen inch (14") water line within the street right-of-way the length of Telemark Lane and connect same to the water main located within North Bigwood Way. In the event Bigwood shall elect to construct the well, Ketchum shall have the additional right to elect to have Bigwood contribute to Ketchum the cost of construction of said well to Ketchum, which Ketchum shall use to

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build a water tank. However, in the event Bigwood elects to construct the water tank, the water tank shall be not less than 300,000 gallons in size and prior to completion of final construction drawings by Bigwood, Bigwood shall notify Ketchum and Ketchum may elect to increase the size of said water tank. If Ketchum makes said election to increase tank size, then Ketchum shall pay the increased cost of construction as determined by engineering cost estimates obtained by Bigwood and by Ketchum. The amount of Ketchum's share shall be limited to the increased costs of constructing the additional storage elected by Ketchum and shall be resolved by agreement between the parties hereto. In the event the parties hereto cannot agree on the increased costs to be paid by Ketchum, then Bigwood shall place out to bid the water tank with and without Ketchum's elected increase in size and the amount which Ketchum shall pay shall be the difference between the two lowest bids. After receipt of said bids, Ketchum may elect not to proceed with the size increase. As part of the water tank construction, Bigwood shall construct an underground pressure reduction system with a by-pass line and booster pump and an access and utility easement thereto at a location determined by Ketchum and dedicate same to Ketchum.

(d) Irrigation Systems and Landscaping Plan.

Bigwood shall construct, at its sole expense, a private landscape and private golf course irrigation system to provide irrigation to all of Large Blocks Number 7, 11, 12, 13, 14, 15, 19, 20 and 21. Bigwood shall have submitted and received approval by Ketchum for said private irrigation plan prior to preliminary plat approval for the resubdivision of Large Block Number 4 or 5, whichever shall occur first. Bigwood hereby warrants that it owns certain decreed water rights that are appurtenant to the Property. Bigwood shall retain all water rights now appurtenant to the Property and convey all said water rights to the owner's association created with regard to the Property. Such water rights shall be used for the benefit of the Property and shall not be severed from the Property.

(e) Water User Fees. Users of said system on the Property shall pay the normal monthly service fees and such other charges, fees, and assessments at the same rate as other equivalent users on the Ketchum municipal water system.

(f) In the event Ketchum is permanently enjoined by Ketchum Spring Water Supply Company, Inc. from extending the municipal water service to Bigwood by final judgement, after all appeals, then Bigwood shall not extend the municipal water distribution system. In the event

Ketchum does not provide water to the Bigwood PUD, Ketchum shall have no obligation or duty to provide water to Bigwood and the parties acknowledge that final approval of the subdivision and/or resubdivision plats or construction or use of structures within the Bigwood PUD may not be permitted until adequate water flows and pressures for domestic and fire flows are provided in accordance with the applicable ordinances, Uniform Fire Code, Uniform Building Code and Ketchum's Water System Ordinances, and laws and regulations of the State of Idaho, then in effect. In the event Ketchum is preliminarily enjoined from providing customer water service to Bigwood, Bigwood may provide the required water flows and pressures for domestic and fire flows for the Bigwood PUD by construction of its own private water system or otherwise in accordance with detailed engineering plans, construction drawings and specifications which shall be approved by Ketchum prior to construction. In the event Ketchum is preliminarily enjoined but not permanently enjoined, any water system improvements constructed and owned by Bigwood shall be dedicated by Bigwood to Ketchum and upon acceptance of all or a portion thereof, the part accepted shall become part of the municipal water system.

4.4 Sewer Improvements. Bigwood shall engineer and construct, at its sole expense, certain sewerage system

improvements, as follows:

(a) Sewer Collection System. The Ketchum sewerage system shall be extended by Bigwood, at its sole expense, throughout the Bigwood PUD with pipelines, pumping facilities, manholes, service stubs to each proposed building lot and other necessary appurtenances in accordance with this Agreement. Prior to final plat approval of Large Block Number 1, Bigwood shall extend the municipal sewer line to serve said subdivision. All said improvements shall be designed and constructed in accordance with construction drawings and specifications subsequently approved by Ketchum and in accordance with the standards of the State of Idaho, Department of Health and Welfare, Division of Environment and Ketchum. The final construction drawings and specifications shall control over the location and design of sewerage system improvements shown on Exhibit C.

(b) Pump Station. In the event any sewer pump station(s) is approved by Ketchum to serve the development or any portion thereof, Bigwood, at its sole expense, shall construct same at a location agreed upon between the parties. Said pump station(s) and the sewer line constructed within River Rock Road of Large Block Number 1 shall not be dedicated by Bigwood to Ketchum and shall remain the property and responsibility of Bigwood.

(c) Dedication. Upon completion by Bigwood and final inspection approval by Ketchum of each phase of the sewer lines and improvements, Bigwood shall offer same for dedication to Ketchum and Ketchum shall accept only those portions as determined by Ketchum and those portions not accepted shall remain the property and responsibility of Bigwood.

(d) Sewer User Fees. All fees, charges and assessments for use of the Ketchum sewer and collection lines shall be at the rate equivalent to such fees, charges and assessments charged to other similar users except as otherwise herein provided.

(e) Sewer Connection Fee. Bigwood shall pay Ketchum a sewer capital improvement fee in the sum of \$3,000.00 for each dwelling unit and each commercial use connected to the sewage system, or the sum due under Ketchum Ordinance Number 360, as amended, whichever is greater. This fee is based on contract as part of the compromise and settlement of the Lawsuit as provided in Paragraph 20 hereinafter. Said fee shall be subject to a cost of living index based upon the Environmental Protection Agency's index of sewer plant construction. The basic index number shall be the index number as of May 1985. The fee shall be increased or decreased by the percentage of the increase or decrease

shown by the index for the month when Bigwood pays same as compared to the basic index as set forth above. The sum so due shall be paid at the time of making application for a building permit for each structure within the project. If said permit is not issued, said fee shall be refunded, but Bigwood shall pay said permit fee at the time of subsequent building permit applications.

(f) Sewer Buy-In Fee. Bigwood shall pay Ketchum a sewer buy-in fee, representing the pro-rata share of the capital improvement to date of the Ketchum Sewage Treatment Plant, in the sum of \$495.00 per unit and for each commercial use and said fee shall be subject to a cost of living index based upon the Environmental Protection Agency's inflation index for the cost of sewage plant construction. The basic index number shall be the index number as of May 1985. The fee shall be increased or decreased by the percentage of the increase or decrease shown by the index for the month when Bigwood pays same as compared to the basic index as set forth above. This fee shall be paid at the time of building permit application for each structure within the project and should said permit not issue, said fee shall be refunded by Ketchum, but Bigwood shall pay said permit fee at the time of subsequent building permit applications.

4.5 Golf Course. Bigwood hereby grants to the public certain rights to the Bigwood Golf Course as set forth in the documents referred to herein. The golf course shall be open and available to the public with a minimum of one-half of the tee off times reserved for the general public and the remainder reserved for Bigwood owners, guests, season pass holders and private memberships, subject to limited special tournament events which shall have priority over both classes of players. Furthermore, Bigwood shall charge the public the same fees and charges as it charges its owners and guests for green fees and memberships. The rights of the public to use the Bigwood Golf Course shall be a covenant running with the land. Upon execution of this Agreement, Bigwood shall convey to Ketchum by warranty deed free and clear of liens and encumbrances, except as may be specifically waived in writing by Ketchum, the real property comprising the existing golf course as set forth in and by execution of the deed attached hereto, made a part hereof and incorporated herein by reference as Exhibit J, together with the land to be set aside for future golf course expansion. Whereupon, Ketchum shall deed same back to Bigwood with certain restrictions on use and the right of reversion to Ketchum as set forth in and by execution of the deed attached hereto, made a part hereof and incorporated herein

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by reference as Exhibit K. The property description set forth in Exhibits J and K shall be subsequently amended by the parties to include all real property within all large blocks of the final PUD Large Block Subdivision plat dedicated to golf course use, expansion and open space prior to final approval by Ketchum of said plat. In the event Ketchum shall de-annex the Property as herein provided, then Ketchum shall deed its interest in the golf course back to Bigwood. Bigwood, at its sole expense, may expand the standard size nine (9) hole golf course presently existing on the Property to a standard size eighteen (18) hole golf course in accordance with generally accepted standards and practices of the industry and in accordance with a plan approved by Ketchum. In addition, Bigwood covenants to maintain the existing nine (9) hole golf course as a first rate golf course in accordance with accepted industry standards, except Bigwood may close said golf course for a period of not more than twenty-four (24) consecutive months for construction of the eighteen (18) hole golf course. Since construction of the road required to serve Large Block Number 3, upon resubdivision thereof, will require changes to the existing golf course design, prior to final plat approval of said resubdivision, Bigwood shall obtain approval from Ketchum of a golf course redesign and shall

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complete said changes.

4.6 Pedestrian Underpass. In the event Bigwood expands to an eighteen hole golf course, Bigwood shall construct as part of the golf course expansion an underpass under State Highway 75 by the Adams Gulch Road to access that portion of the PUD lying west of State Highway 75. Prior to final plat approval of the resubdivision of Large Block Number 4, Bigwood shall install a golfer/pedestrian crossing across Saddle Road at a location and of a design approved by Ketchum.

4.7 Recreation Center. The recreation center shall be constructed within Large Block Number 19 in accordance with this Agreement and shall include four (4) tennis courts, landscaping, swimming pool, and may include pro shop and golf maintenance facilities, a two bedroom employee housing unit for the manager, a one bedroom employee housing unit for the assistant manager, a community recreation room, a sales and property management area, locker rooms, showers, restroom facilities and additional recreational facilities. Bigwood may also construct a restaurant and bar within the recreation center building, and may construct a separate golf maintenance building upon receiving a conditional use permit therefore in accordance with zoning regulations and requirements then in effect. The final design and land-

scaping shall be subject to the design review regulations of Ketchum in effect at the date of application therefore and the building and all parking areas shall be adequately screened from State Highway 75. Bigwood will cooperate with Ketchum in making the recreation center available to public groups. Construction of the recreation center shall be a required improvement prior to issuance of a building permit for any structure within Large Block Number 7. Upon completion of the recreation center building, Bigwood shall immediately discontinue use of the existing golf clubhouse and remove same and close the existing access road thereto.

4.8 Impact Fees. Bigwood shall pay to Ketchum a general impact fee in the sum of \$2,000.00 per single family lot, per multiple family dwelling unit, and per dwelling unit, and per commercial use developed within the Property. Said impact fee shall be paid for Large Blocks Number 10 and 9 prior to final plat approval of the PUD Large Block Subdivision plat, and for each lot created by the resubdivision of Large Blocks Number 1 through 6 and 8 prior to final plat approval of the resubdivision of each of said large blocks. Said impact fee shall be paid for each dwelling unit constructed on Large Blocks Number 7 and 19 at the time of making application for a building permit therefore. In addition, Bigwood shall pay to Ketchum an additional impact

fee of \$2,175.00 per lot created by the resubdivision of Large Blocks Number 1 through 6 and Block 8, and for Large Blocks Number 10 and 9. Said fee shall be paid at the time of sale of each lot by Bigwood. Said impact fees shall be subject to a cost of living index adjustment to the date paid. Said adjustment shall be based upon the cost of living index as shown by the column for "All Items" in the "Consumers Price Index" for the United States City Average, published monthly in the Monthly Labor Review of the United States Department of Labor, and as also found in the "Economic Indicators" published by the United States Government Printing Office for the Joint Economic Committee by the Council of Economic Advisors. The basic index number shall be the index number as of May 1985. The impact fees herein set forth shall be increased or decreased by the percentage of the increase or decrease shown by the index for the month when Bigwood pays same as compared to the base index as set forth above.

4.9 Transit System Improvements. Prior to the issuance of a building permit for any multiple family dwelling unit within Large Block Number 7 of the PUD Large Block Subdivision plat, Bigwood shall pay to Ketchum the sum of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) which Ketchum will use to acquire a transit bus and/or make

other improvements to the public transportation system. This obligation shall be met by Bigwood only if a public transit system is operating within Ketchum. Thereafter, Ketchum will provide for public transportation to the Bigwood project to the extent service levels and adequate funding therefore permit.

4.10 Lewis Street. Upon execution of this Agreement, Bigwood shall convey to Ketchum by quitclaim deed the lands owned by Bigwood adjacent to the existing Lewis Street within the City of Ketchum, Idaho not heretofore deeded by Bigwood to Ketchum and generally described as Section 12, Township 4 North, Range 17 East, Tax Lot 6325, and Section 13, Township 4 North, Range 17 East, Tax Lot 6059.

5. IMPACT MITIGATION AND COVENANT NOT TO SUE. Bigwood, its successors and assigns, hereby agrees to pay all said fees, make all dedications, and construct all improvements as provided for in this Agreement, based upon contract in order to help mitigate the adverse financial impact of annexation of the Property, development thereof and as part of the compromise and settlement of the Lawsuit under Paragraph 20. Bigwood and its successors or assigns in interest to said real property or any portion thereof covenants not to sue and waives any right to rescind payment of said fees or Bigwood's obligation to construct said

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improvements or to bring any legal action to challenge same or to seek to recover said fees. Furthermore, Bigwood and Ketchum each hereby acknowledges and agrees that said fees are each a fair and equitable amount voluntarily agreed upon to mitigate the impacts that are specifically attributable to this development of the Bigwood Property and the service demands and adverse impacts which are a direct result of the annexation and development of the Property, and as part of the compromise and settlement of litigation as provided for hereinafter. The parties each hereby acknowledge without same the Bigwood FUD would create adverse impacts and impose a substantial burden upon Ketchum and its residents.

6. NO WAIVER OF BUILDING OR FIRE CODES. This Agreement shall not function as a waiver of any law, ordinance, regulation or rule of Ketchum affecting future development of the Bigwood PUD and the project shall comply with the design review requirements of Ketchum. Furthermore, the Bigwood PUD shall incorporate into the design of the building and construction of the structures certain fire prevention improvements. Regardless of less stringent requirements, Bigwood shall install the following fire prevention improvements in and comply with the following requirements with regard to the construction of all multiple family dwelling units and the recreation center within the Bigwood

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PUD, as follows: (a) All shall be sprinklered irrespective of size; (b) all roofs shall be a minimum of Class B non-combustible type construction unless an increased fire rating is required under the Uniform Fire Code, 1982 Edition, or Uniform Building Code, 1982 Edition, or Ketchum Ordinance Number 316; (c) Bigwood shall install a standpipe system separate from the sprinkler piping system in every multiple family structure within the Bigwood PUD, and in compliance with the Uniform Fire Code, 1982 Edition, Section 10.313, during the course of construction; (d) Bigwood shall install in each structure within the project fire detection early alarm system both manual and automatic with point to point zoning which is directly connected to the Ketchum Communication System; and, (e) Bigwood shall provide and construct all weather fire equipment access lanes throughout the project as determined by Ketchum and provide for year around maintenance to keep same free and clear as approved by the Ketchum Fire Chief.

7. PUD LARGE BLOCK SUBDIVISION PLAT APPROVAL. Bigwood shall receive final plat approval of the PUD Large Block Subdivision plat and record same with the Office of the Blaine County Recorder within one hundred twenty (120) days of the date of approval of the PUD - Conditional Use Permit by Ketchum and prior to the final plat approval of the

resubdivision of any large block or issuance of any building permit for development of the Property. Should Bigwood fail or refuse to do so within the time set forth, this Agreement, the PUD - Conditional Use Permit and the preliminary plat approvals may be declared void ab initio by Ketchum and Ketchum may de-annex the Property pursuant to Paragraph 3 hereinabove.

8. CITY APPROVAL. Ketchum shall consider all subsequent applications for development of the Bigwood Planned Unit Development in accordance with the approved PUD Development Plan, PUD - Conditional Use Permit and this Agreement in an efficient and expeditious manner consistent therewith. Nothing contained herein is intended to limit the police powers of Ketchum or its discretion of review of any subsequent application, but in the exercise of its discretion, Ketchum shall act in a manner which is not inconsistent with the approved PUD - Conditional Use Permit and PUD Development Plan and this Agreement. This Agreement does not prevent Ketchum in its preliminary plat and final plat approval of project phases from applying new rules, regulations and policies so long as such rules, regulations and policies are not inconsistent with the approvals already granted Bigwood.

9. FORCE MAJEURE. If either party hereto is delayed

in the performance of any of its obligations hereunder because of inclement weather, labor dispute or strike, civil strife, act of God, actions by the State of Idaho or any of its agencies, the time of performance for completion of such amenity or improvement shall be extended for the same time as lost by the cause hereinabove set forth as determined by Ketchum.

10. AMENDMENT OF AGREEMENT AND CHANGES TO DEVELOPMENT PLAN.

This Agreement shall be amended or cancelled, in whole or in part, only by the mutual consent of the parties, executed in writing and evidenced by amended plats, or PUD Development Plan. Both parties recognize that the site plans, floor plans and elevations of multiple dwelling units of the PUD Development Plan will be refined prior to submission of plans for design review approval and prior to submission of final construction drawings for a building permit. As a part of the design review procedures of each phase, the Planning and Zoning Administrator shall determine whether or not the proposed design is in substantial conformance with the PUD Development Plan and PUD - Conditional Use Permit. Should the Administrator determine that the proposed design change is in substantial conformance, the Design Review Commission shall proceed with its review. Should the Administrator determine that the proposed design change is

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not in substantial conformance, the Administrator shall refer the changes to the Ketchum City Council for approval or denial of the proposed change prior to design review consideration. Should the City Council find that such changes substantially change the character or impacts of the project, the Council may remand the proposed change(s) to the Planning and Zoning Commission for review and recommendations as a new application under the procedures of the Planned Unit Development Ordinance Number 382 and Bigwood agrees to comply with those procedures. Such action shall not be deemed a revocation of the PUD - Conditional Use Permit or this Agreement, which shall remain in full force and effect subject to any additional conditions placed upon the permit by Ketchum as a result of said changes. Bigwood shall have the ability to request a determination by the Administrator as to whether a proposed change constitutes a substantial change. The following are agreed to constitute changes which are not substantial in character:

(a) Moving of the location of a building envelope on Large Block Number 7 by twenty (20) feet or less, except no structure shall be moved closer to any exterior lot line.

(b) Any change in materials or textures of the exterior building materials provided the materials substituted are wood, rock, or glass.

(c) Any change in the interior floor plans.

(d) A less than 5% increase in the total overall housing floor area per building.

11. SUPERCEDING PRIOR AGREEMENTS. This Agreement supercedes and extinguishes all prior agreements between the parties with regard to the Property or its development including, but not limited to, Ketchum Resolution Number 92, and all applications or supporting documentation of Bigwood with regard to the Bigwood Planned Unit Development, including, but not limited to, Section 3.5, Development Schedule of Bigwood's Application for a PUD - Conditional Use Permit.

12. GRADING AND FILL. Bigwood shall not grade or fill any portion of the Property without prior written approval of the Ketchum City Council, except such work with regard to golf course Large Blocks Number 11 through 15 which are outside the flood plain and areas with a slope of less than twenty-five percent (25%).

13. DEFAULT AND ENFORCEMENT. In the event of a breach or default of this Agreement, in addition to all remedies at law and equity, this Agreement is enforceable by specific performance by either party, and, in addition, Ketchum may de-annex the Property pursuant to Paragraph 3 hereinabove. Each of the following events, acts, omissions or occurrence

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shall constitute a default by Bigwood under this Agreement:

(a) If Bigwood shall fail to perform or permit violation of any covenant, condition, promise, obligation, term, duty or provision contained in this Agreement or in the PUD - Conditional Use Permit.

(b) If Bigwood files a petition in bankruptcy or has a petition for involuntary bankruptcy filed against it.

Upon Ketchum mailing a written Notice of Default to Bigwood by certified mail, return receipt requested, Bigwood shall have thirty (30) days from the date said notice is mailed to cure such default. If such default is not cured within said thirty (30) day period, Ketchum may de-annex the Property and shall have all other rights available to it, in law or equity, to enforce the provisions of this Agreement, which remedies shall be cumulative, and the exercise of one right shall not be deemed to be a waiver of any other rights Ketchum may have.

14. ATTORNEY FEES AND COSTS. If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs.

15. NOTICES. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices

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required to be given to Ketchum shall be addressed as follows:

City of Ketchum
P.O. Box 2315
Ketchum, Idaho 83340

Notices required to be given to Bigwood shall be addressed as follows:

River Rock, Ltd.
P.O. Box 452
Twin Falls, Idaho 83303

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

16. BONDING OF IMPROVEMENTS. Ketchum hereby finds, pursuant to Ketchum Subdivision Ordinance Number 316, if despite Bigwood's good faith efforts, should the advent of winter weather, defined by this Agreement as October 15th, prevent completion of certain improvements within the Bigwood PUD, Ketchum may allow Bigwood to file an irrevocable letter of credit from a local bank in a form approved by Ketchum against which Ketchum may make withdrawals by draft(s) at sight to secure performance and completion of said improvements required prior to approval of the PUD Large Block Subdivision plat. Said letter of credit shall be an amount equal to one hundred fifty percent (150%) of the bona fide estimated cost of said improvements as deter-

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mined by Ketchum. Ketchum will permit Bigwood to file such a letter of credit with regard to the improvements for the resubdivision of Large Block Number 1 and Large Block Number 9, and the resubdivision of Large Block Number 2 if final plat approval is requested by Bigwood prior to May 1, 1986.

17. AGREEMENT PART OF BIGWOOD'S PUD APPLICATION AND REQUEST FOR ANNEXATION. This Agreement is intended by Bigwood to be considered by Ketchum as part of Bigwood's Request for Annexation as well as its Application for a PUD - Conditional Use Permit and Subdivision Plats contingent on said annexation. Bigwood acknowledges and intends the City Council to consider and rely upon this Agreement in its review and consideration of said annexation request and contingent applications.

18. AGREEMENT SUBJECT TO. This Agreement shall become effective upon and is subject to annexation of the Property, to approval of the Conditional Use Permit for the Bigwood Planned Unit Development Plan, and to preliminary plat approval of the Large Block Subdivision plat by Ketchum.

19. RELATIONSHIP OF PARTIES. It is understood that the contractual relationship between Ketchum and Bigwood is such that Bigwood is an independent contractor and not the agent, partner, or joint venturer of Ketchum.

20. SETTLEMENT OF LAWSUIT. The Lawsuit entitled River Rock, Ltd., a Nevada limited partnership dba Bigwood v.

City of Ketchum, an Idaho municipal corporation, and John Does I-X, Blaine County Case Number 11331, is hereby fully compromised and settled between the parties hereto and shall be dismissed with prejudice by stipulation of Ketchum and Bigwood. Bigwood and Ketchum shall each bear their own costs and attorney fees. Bigwood hereby waives, releases and covenants not to sue Ketchum with regard to any actions, claims or causes of action which arise out of or in anyway connected to or result from actions, review or consideration of the Bigwood PUD Development Plan, this Agreement or any portion thereof by Ketchum, its officials, officers or employees.

21. RULES OF CONSTRUCTION AND MISCELLANEOUS TERMS. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive. The captions to paragraphs of this Agreement are for convenience only and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of such paragraphs.

22. LIEN OF RECORD. Upon execution of this Agreement, Bigwood shall execute a lien in favor of Ketchum to secure construction of all improvements by Bigwood set forth in this Agreement which shall encumber the Property. A copy of said Lien is attached hereto and made a part hereof as

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Exhibit L. Ketchum may consent to subordination of said lien on the Property or any portion thereof to an institutional lender of Bigwood, which consent shall not be unreasonably withheld. However, any such subordination by Ketchum shall not constitute or be deemed a subordination of any right or interest in the Property held by Ketchum under this Agreement or a release or waiver of any obligations of Bigwood under this Agreement. Upon completion of the required improvements for resubdivision or development of each Large Block set forth in this Agreement, Ketchum shall release said Lien on that block.

23. QUALITY OF TITLE, SUBORDINATION AGREEMENTS AND TITLE INSURANCE. Upon execution of this Agreement, Bigwood shall obtain and cause to be recorded with the Office of the Blaine County Recorder valid and binding Subordination Agreements or other necessary documents from each holder of a security interest, lien or encumbrance in the Property subordinating same to this Agreement which would otherwise be prior to this Agreement and the deeds, grants and liens provided for therein. Furthermore, Bigwood shall obtain and deposit with said escrow agent the Amendment to the Lease and Sublease between Bigwood and Alpenrose, Inc. incorporating the terms of this Agreement into said Lease and Sublease. Also, Bigwood shall obtain from Sawtooth Title Company title insurance in the sum of not less than Two Hundred Fifty Thousand and no/100 Dollars

(\$250,000.00) insuring that it holds fee simple title to the Property and that this Agreement is a first lien on the Property described in Exhibit A, free and clear of liens and encumbrances, except as may be specifically waived in writing by Ketchum, as of the date this Agreement is recorded with the Office of the Blaine County Recorder, Hailey, Idaho. Ketchum shall waive as an encumbrance of record the Charging Order recorded as Instrument Number 261171, records of Blaine County, Idaho. Bigwood and Ketchum hereby appoint Sawtooth Title Company of Ketchum, Idaho as escrow agent and closing agent with regard to this Agreement and the parties shall execute escrow instructions consistent herewith. This Agreement shall be held by said escrow agent until all documents required to be executed upon execution of this Agreement are deposited therein and title insurance obtained as herein provided. In the event Bigwood does not provide all the necessary documents to accomplish these conditions within thirty (30) days from the date of the execution of this Agreement, Ketchum shall have the right to void this Agreement. This Agreement shall not be deemed delivered by Ketchum to Bigwood until recorded under this paragraph. Bigwood warrants (except the Sewell Charging Order described above and upon recordation of a Subordination Agreement by First Security Bank subordinating that real estate mortgage recorded as Instrument Number 248917 which shall subordinate said mortgage to this Agreement, except the Lien filed pursuant to Paragraph 22) that with said Subordination Agreements,

Ketchum has a first lien on the Property and that there are no liens or encumbrances superior to Ketchum on the Property, and will defend and hold Ketchum harmless from any and all claims of superior right, title or interest in said real property. All documents to be recorded under this paragraph shall be subject to approval, in writing, by Ketchum prior to recording.

24. BINDING EFFECT AND COVENANTS RUNNING WITH THE LAND.

This Agreement shall inure to the benefit of and be binding upon Ketchum and Bigwood, its successors and assigns. This Agreement shall be a covenant running with the Property and with any portion thereof described in Exhibit A attached hereto and made a part hereof by reference. The words "successors and assigns" as used in this Agreement shall include all successors, assigns, personal representatives, administrators, trustees and holders of a security interest in the Property or any portion thereof or interest therein.

25. SURVIVAL AND NON-MERGER CLAUSE. The terms, conditions and obligations of this Agreement shall survive the execution, delivery and recording of each Deed, Grant and Lien described in or required by this Agreement including, but not limited to, the Golf Course Warranty Deed under Paragraph 4.5, Golf Course Municipal Quitclaim Deed under Paragraph 4.5, Warranty Deed under Paragraph 4.1(a), Grant of Easement under Paragraph 4.1(a), Deed of Trust under Paragraph 4.1(c) and the Lien under Paragraph 22, and the same shall be subject to this Agreement.

26. NO WAIVER. In the event Ketchum or Bigwood does not strictly comply with any of its obligations or duties herein thereby causing a default of this Agreement, or any forbearance of any kind that may be granted or allowed by Bigwood or Ketchum to the other under this Agreement shall not in any manner nor in anywise be deemed or construed or considered as waiving or surrendering any of the conditions or covenants of this Agreement or any subsequent default.

27. RECORDATION. This Agreement including subsequent amendments thereto, together with the PUD - Conditional Use Permit and any of the Exhibits and documents referred to herein may be recorded in the Office of the Blaine County Recorder, Hailey, Idaho by Ketchum and Bigwood shall pay Ketchum the costs of recordation.

28. PARTIAL INVALIDITY. In the event any portion of this Agreement or part thereof shall be determined by any Court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, except if any portion of the impact mitigation provisions as set forth in Paragraphs 4, 5, 20 or 23 of this Agreement are declared invalid, void or unenforceable for any reason prior to the issuance of the first building permit for any building within the Bigwood PUD Large Block Number 7, then this

Agreement and the PUD - Conditional Use Permit shall be voidable and the Property may be de-annexed by Ketchum.

29. COMPLETE AGREEMENT. This Agreement constitutes the full and complete Agreement of and between the parties hereto. No representations or warranties made by either party or its officers, employees or agents shall be binding unless contained in this Agreement or subsequent written amendments thereto.

30. EXHIBITS. Attached to this Agreement and made a part of this Agreement by reference are the following Exhibits:

- A - Bigwood Property Description
- B - Bigwood Conceptual General Development Plan - one page
- C - Bigwood PUD Large Block Preliminary Subdivision Plat - five pages
- D - Preliminary Plat of the Resubdivision of Large Block Number 1
- E - Preliminary Plat of the Resubdivision of Large Block Number 2
- F - Maximum Unit Count and Building Square Footage
- G - Preliminary Plat of the Resubdivision of Large Block Number 3
- H - Property Description
- I - Golf Course Property Description
- J - Golf Course Warranty Deed

K - Golf Course Municipal Quitclaim Deed

L - Lien

M - River Rock Resolution

N - Deed of Trust Property Description

31. AUTHORITY TO EXECUTE. Each of the persons executing this Agreement represent and warrant that they have the lawful authority and authorization from their respective entities to execute this Agreement together with all deeds, easements and lien required hereunder for and on behalf of said entity. Neilsen-Monroe, Inc. and its officers, individually, jointly and severally, each represent and warrant that Neilsen-Monroe, Inc has the authority as the managing general partner of River Rock, Ltd., a Nevada limited partnership, to lawfully execute this Agreement and all documents required herein on behalf of River Rock, Ltd. A resolution of the board of directors of Neilsen-Monroe, Inc. evidencing such authority is attached hereto as Exhibit M and made a part hereof by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in accordance with the laws of the State of Idaho, the date and year first written above.

RIVER ROCK, LTD., a Nevada
limited partnership,

By *David M. Sullivan*
Title: President of
Neilsen-Monroe, Inc., an
Idaho corporation, as
general managing partner
of River Rock, Ltd., a
Nevada limited partnership

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By Craig Neilsen
Title: Secretary of
Neilsen-Monroe, Inc., an
Idaho corporation, as
general managing partner
of River Rock, Ltd., a
Nevada limited partnership

CITY OF KETCHUM, IDAHO

By G. N. Seiffert
GERALD N. SEIFFERT
Mayor



By Betty A. Coles
Betty A. Coles
City Clerk

[Handwritten scribbles]

STATE OF IDAHO)
) ss.
County of Blaine)

On this 18th day of August, 1985, before me,
Jane Jacobus, a Notary Public in and for said State,
personally appeared David M. Sellgren,
known or identified to me to be the President of Neilsen-Monroe,
Inc., the managing general partner in the partnership of River
Rock, Ltd., a Nevada limited partnership, and who subscribed
said partnership name to the foregoing instrument, and
acknowledged to me that he lawfully executed the same in said
partnership name.

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

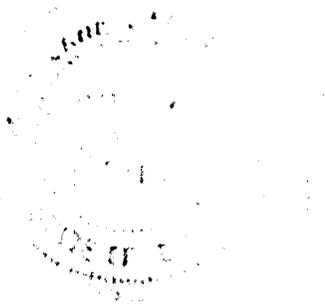
Jane Jacobus
Notary Public
Residing at: Boise, Idaho

STATE OF IDAHO)
) ss.
County of Blaine)

On this 16th day of August, 1985, before me,
Jane Jacobus, a Notary Public in and for said State,
personally appeared Craig Neilson,
known or identified to me to be the Secretary of Neilsen-Monroe,
Inc., the managing general partner in the partnership of River
Rock, Ltd., a Nevada limited partnership, and who subscribed
said partnership name to the foregoing instrument, and acknowledged
to me that he lawfully executed the same in said partnership name.

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

Jane Jacobus
Notary Public
Residing at: Billings Idaho



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Attachment H:
3rd Bigwood Development Agreement

ORIGINAL IN FILE

THIRD SUPPLEMENTAL AGREEMENT
TO BIGWOOD ANNEXATION
SERVICES AND DEVELOPMENT AGREEMENT

This Third Supplemental Agreement ("Supplemental Agreement") entered into this 14th day of May, 1999, by and between the City of Ketchum, Idaho, a municipal corporation ("Ketchum") and David M. Sellgren, an unmarried man ("Sellgren"), and Thunder Spring-Wareham, a California limited liability company ("Wareham"), and Bigwood Property Owners Association ("Bigwood Association").

RECITALS:

This Supplemental Agreement is predicated upon the following facts and objectives:

1. Sellgren is the owner of the property commonly known as the Big Wood Golf Course, which is a part of the Bigwood Large Block P.U.D. Subdivision.
2. Bigwood Association is the owner of the Recreation Center located on Large Block 19 of the Bigwood PUD Subdivision and the managing agent of the common area located in the Bigwood P.U.D. Subdivision.
3. Sellgren is the owner of Large Block 12 of the Bigwood P.U.D. Subdivision. Sellgren is also the Lessee of part of the Recreation Center located on Large Block 19.
4. Wareham is the owner of tax lot 4410.
5. Sellgren and Wareham have entered into an agreement under and by virtue of which, among other things, the lot line between Large Block 12 of the Bigwood P.U.D. Subdivision and tax lot 4410 will be shifted approximately 30 feet to the west, the golf clubhouse and related maintenance for the Bigwood golf course will be relocated from Large Block 19 to Large Block 12 of the Bigwood P.U.D. Subdivision, the fire access road will be improved and used for access to the new clubhouse, as well as the Thunder Spring P.U.D. adjacent thereto, and adequate parking will be provided.
6. Sellgren and Bigwood Association have entered into an Agreement whereby the uses of the Recreation Center located in Large Block 19 of the Bigwood P.U.D. Subdivision will be modified pursuant to the terms and conditions approved by the Ketchum City Council on November 16, 1998.
7. The Parties desire to amend and supplement the Bigwood Annexation Services and Development Agreement, dated August 15, 1985, and recorded as Instrument No. 266738 in the office of the Blaine County Recorder as amended by the First

BLAINE CO. REQUEST

OF: David M. Sellgren Agreement 428370

THIRD SUPPLEMENTAL AGREEMENT
TO BIGWOOD ANNEXATION SERVICES
AND DEVELOPMENT AGREEMENT - Page 1
April 22, 1999

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MARSHA RIEKANN, CLERK

FFFS \$ 30.00

[Handwritten signatures and initials]

Supplemental Agreement dated August 1, 1986, and the Second Supplemental Agreement dated November 6, 1987, ("Annexation Agreement") as provided herein to among other things permit Sellgren and Wareham to construct the above mentioned improvements and to limit the uses of the Recreation Center located in Large Block 19 of the Bigwood P.U.D. Subdivision.

8. On October 13, 1997, the Planning and Zoning Commission conditionally approved the proposed amendments and supplementation.
9. On October 20, 1997; the City Council conditionally approved the proposed amendments and supplementation.
10. On November 16, 1998, the City Council clarified and amended its October 20, 1997 decision with respect to the conditions and restrictions placed on the Recreation Center located within Large Block Number 19 and the conditions and restrictions placed on the Golf Clubhouse relocated within Large Block Number 12.

NOW, THEREFORE, in consideration of the City Council's conditions of approval and the promises, covenants and agreements contained herein, the parties covenant and agree as follows:

AMENDMENTS:

The Annexation Agreement is amended and supplemented as follows:

1. The City of Ketchum affirms that Sellgren and the Bigwood Association are not presently in default of said Annexation Agreement and the Bigwood Conditional Use Permit.
2. Paragraph 1.4(i) of the Annexation Agreement is amended by adding the following sentences to the end thereof:

Large Block 12 shall be the Block upon which the golf course clubhouse and related maintenance shall be located. The current fire access road shall be improved to a width of twenty-six (26) feet and to standards established in Ketchum City Ordinance 276, Street Standards. The improved fire access road will be used to access the golf course clubhouse and the Thunder Spring project but shall not be used for access to Large Block 7 of the Bigwood P.U.D and an automatic fire gate approved by the Ketchum Fire Department must be installed at the north end of the fire access road. A parking area shall be constructed that will provide required parking for the golf course clubhouse. A pedestrian/bicycle path shall be constructed pursuant to AASTO standards. All of the above shall comply with the conditions outlined in the October 20, 1997 Council approval and



any subsequent Design Review approvals by the Planning and Zoning Commission. The lot line shall be shifted between Large Block 12 of the Bigwood P.U.D. and Tax Lot 4410 prior to the issuance of a building permit for the Golf Clubhouse. To accomplish the lot line shift a thirty (30) foot easement shall be reserved by Sellgren that restricts in perpetuity the use of said thirty (30) feet to open space or golf course uses for Large Block 12. Sellgren and Wareham shall submit to the City of Ketchum a general Master Plan for the Bigwood Golf Course prior to the issuance of a Certificate of Occupancy for the Golf Clubhouse. The Master Plan must include, but is not necessarily limited to, a conceptual course layout, the location and enclosure of all maintenance and storage equipment, and provision of adequate amenities needed for golf course users. All of the above is subject to Design Review approval by the City of Ketchum.

2. Paragraph 4.5 is amended by the addition of the following:

The City of Ketchum acknowledges and agrees that if the golf course clubhouse and the proposed changes to the layout of the golf course are constructed and maintained in accordance with the City's Design Review approval said improvements shall be in accordance with accepted industry standards for a first rate golf course and will enhance and add to the value of the golf course and therefore the improvements themselves would not trigger the right of reversion held by the City of Ketchum. All future changes to the golf course, however, must be in accordance with accepted industry standards for a first rate golf course.

3. Paragraph 4.7 is amended by adding and striking the following language:

Recreation Center. ~~The recreation center shall be constructed~~ may be maintained within Large Block Number 19 in accordance with this Agreement and shall include up to five (5) four (4) tennis courts, landscaping, and swimming pool. ~~The recreation center may additionally include only the following uses: a tennis pro shop, and may include a pro shop and golf maintenance facilities, a two bedroom employee housing unit for the manager, a one bedroom employee housing unit for the assistant manager, a community recreation room, a sales and property management area, locker rooms, showers, restroom facilities, food and beverage service which shall be limited to the hours of golf course operation, except for Bigwood Property Owners Association uses or functions, and additional recreational facilities.~~ The following accessory uses related to the operation of the golf course may also be maintained in the recreation

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center, golf teaching center, golf administrative offices and golf outing special events. The kitchen facilities and equipment located within the recreation center shall not be used to provide off golf course catering. Golf course and golf course accessory use parking shall not be allowed on Clubhouse Drive or any other streets in Bigwood PUD and the existing parking on the south side of Clubhouse Drive shall be eliminated and the area resodded. Parking related to food and beverage service and to all golf course uses and to golf course employees shall be limited to the thirty-one (31) stall parking lot south of the recreation center as shown on Exhibit A and no overnight parking shall be allowed in that lot. No golf course maintenance equipment shall be parked overnight or stored on Large Block 19. A maximum of six (6) golf carts may be parked overnight within the golf cart parking area shown on Exhibit A, during the times the golf course is open for play and said golf cart parking area shall be screened aesthetically to a height of at least six (6) feet. Bigwood may also construct a restaurant and bar within the recreation center building, and may construct a separate golf maintenance building upon receiving a conditional use permit therefore in accordance with zoning regulations and requirements then in effect. The final design and landscaping shall be subject to the design review regulations of Ketchum in effect at the date of application therefore and the building and all parking areas shall be adequately screened from State Highway 75. Bigwood will cooperate with Ketchum in making the recreation center available to public groups. Construction of the recreation center shall be a required improvement prior to the issuance of a building permit for any structure within Large Block Number 7. Upon completion of the recreation center building, Bigwood shall immediately discontinue use of the existing golf clubhouse and remove same and close the existing access road thereto.

ADDITIONAL PROVISIONS:

1. Each of the parties executing this Agreement represent and warrant that they have the lawful authority and authorization from their respective entities to execute this Third Supplemental Agreement.
2. This Supplemental Agreement is made subject to and shall not effect the rights and obligations of parties other than Sellgren, Bigwood Association, and the City of Ketchum. If any portion of this Supplemental Agreement is held by a court of competent jurisdiction to violate any rights of third parties or result in any modification, waiver, termination, or annulment of any obligations and covenants between any such third party and Ketchum then the provision so declared shall be null and void.



3. This Supplemental Agreement shall inure to the benefit of and be binding upon Sellgren, Bigwood Association, and the City of Ketchum, their successors and assigns and shall be a covenant running with the land.
4. This Agreement is supplemental to and amends said Annexation Agreement. All provisions, terms, conditions, restrictions, and covenants of said Annexation Agreement, except as to the extent hereby specifically amended, shall remain in full force and effect.
5. Nothing contained herein shall be deemed or construed to create any third party beneficiaries.
6. This Agreement may be executed in any number of counter parts, each of which will constitute an original.
7. In the event the Golf Clubhouse is not completed within the time limits approved by the City of Ketchum this Third Supplemental Agreement shall become null and void and the Bigwood Annexation Services and Development Agreement currently in place shall be the governing document for the Bigwood P.U.D.

NOTICES:

All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to Ketchum shall be addressed as follows:

City Administrator
City of Ketchum
P.O. Box 2315
Ketchum, ID 83340

Notices required to be given to Wareham shall be addressed as follows:

Richard K. Robbins
Thunder Spring - Wareham
1120 Nye Street, Suite 400
San Rafael, CA 94910

Notices required to be given to Sellgren shall be addressed as follows:

David M. Sellgren
P.O. Box 2810
Sun Valley, ID 83353

Notices required to be given to Bigwood Association shall be addressed as follows:

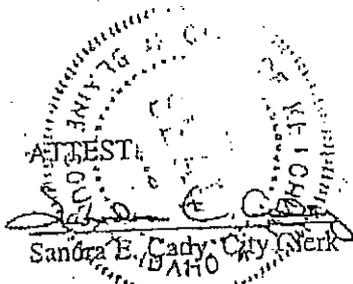
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Bigwood Property Owners Association
c/o Premier Resorts
Attn: Bob Nero
P.O. Box 659
Sun Valley, ID 83353

IN WITNESS WHEREOF, the parties herelo have executed this Third Supplemental Agreement in accordance with the laws of the State of Idaho, the date and year first written above.

CITY OF KETCHUM


Guy P. Coles, Mayor of Ketchum



THUNDER SPRING-WAREHAM

DAVID M. SELLGREN

By: 
Name: Rich Robbins
Title: MANAGER / MEMBER

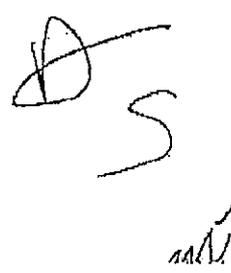

David M. Sellgren

BIGWOOD PROPERTY OWNERS, ASSOC.

By: 
Maura Campbell, President.

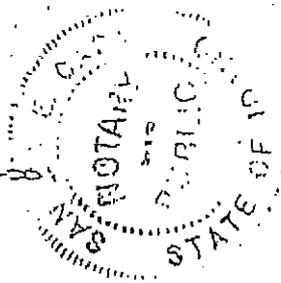
STATE OF IDAHO)
) ss.
County of Blaine)

On this 17th day of May, 1999, before me, a Notary Public in and for said State, personally appeared Guy P. Coles, known or identified to me to be the Mayor of the City of Ketchum, Idaho the municipal corporation that executed the within instrument or the person who executed the instrument on behalf of said municipal corporation and acknowledged to me that such municipal corporation 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.

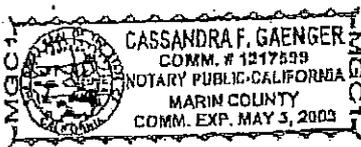
Jordan E. Cooley
Notary Public for Idaho
Residing at Idaho ID
My commission expires 11-25-2000



STATE OF California)
) ss.
County of Marin)

On this 9th day of June, 1999, before me, a Notary Public in and for said State, personally appeared Richard K. Robbins, known or identified to me to be a member of Thunder Spring Wareham, a limited liability company, and the member who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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

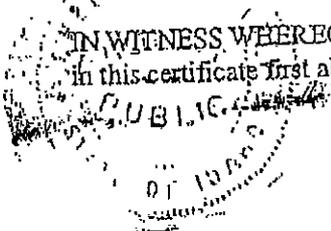


Cassandra F. Gaenger
Notary Public for State of California
Residing at 219 Forbes Avenue, San Rafael, CA
My commission expires 5/3/03

STATE OF IDAHO)
) ss.
County of Blaine)

On this 20th day of May, 1999, before me, a Notary Public in and for said State, personally appeared David M. Sellgren, known or identified 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.



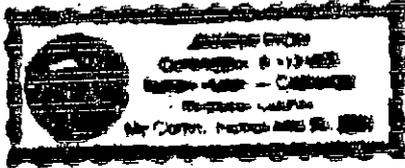
Christina A. Roy
Notary Public for Idaho
Residing at Hailey, Idaho
My commission expires 6-6-99

California
STATE OF IDAHO)
) ss.
Riverside
County of Blaine)

[Handwritten initials/signature]

On this 10th day of May, 1999, before me, a Notary Public in and for said State, personally appeared HOLLY GIBBS known or identified 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.



Jennifer Ryon
Notary Public for Idaho California
Residing at Palm Desert, CA
My commission expires 3-25-01

#1131465
Jennifer Ryon

[Handwritten signature]