



CITY OF KETCHUM

Planning & Building

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P.O. Box 2315, 191 5th Street West, Ketchum, ID 83340

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**STAFF REPORT
KETCHUM PLANNING & ZONING COMMISSION
REGULAR MEETING OF October 8, 2024**

PROJECT: Dollarhide Townhomes and Fluid Peak Subdivision

FILE NUMBER: P24-005 & P24-005A

APPLICATION TYPE: Townhouse Subdivision Preliminary Plat and Subdivision Preliminary Plat – Lot Consolidation

REPRESENTATIVE: Mark Phillips, Phillips Land Surveying, PLLC

PROPERTY OWNERS: Fluidpeak Properties LLC

REQUEST: To consolidate two tax lots into one lot and subdivide the newly created lot into two townhouse sublots.

LOCATION: 205 Sabala Street (Tax Lot 2329 & Tax Lot 6667)

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

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 25, 2024. The notice was published in the Idaho Mountain Express on September 25, 2024. A notice was published on the city’s website on September 25, 2024, and a notice was posted on the project site on October 1, 2024.

REVIEWER: Paige Nied – Associate Planner

I. EXECUTIVE SUMMARY

The applicant has submitted a subdivision preliminary plat – lot consolidation application (File No P24-005A) to consolidate two tax lots, Tax Lot 2329 and Tax Lot 6667, into one lot and submitted a townhouse preliminary plat application (File No. P24-005) to subdivide the newly created lot into two townhouse sublots (the “project”). This project is located at 205 Sabala Street (the “subject property”) and is zoned General Residential – Low Density (GR-L). The subject property was developed in 1978 with a structure containing two dwelling units and two detached garages, which are connected to the

primary residence by a roof overhang. The structure is existing (see Figure 1 below) and no improvements to the site are proposed at this time.



Figure 1. Subject property (highlighted in blue)

The existing residence and detached garages are located on Tax Lot 2329. Existing Tax Lot 2329 complies with the GR-L zone minimum lot size requirement of 8,000 square feet as it is 8,330 square feet in size but has a nonconforming lot width of 54.85 feet, less than the minimum average width of 80 feet required. Existing tax lot 6667 has a nonconforming lot size of 982 square feet and nonconforming width of 55.18 feet, which are less than the minimum lot size and minimum lot width requirements. With the proposed lot consolidation, the subject property will not meet the minimum lot width requirement for the GR-L zone, however, all other dimensional standards will be met. The proposal does not increase the subject property's degree of nonconformity and complies with all applicable subdivision standards; therefore, staff is supportive of the project and recommends approval.

II. BACKGROUND

The Planning and Building Department received the Townhouse Subdivision Preliminary Plat application for the project on January 23, 2024. Following the receipt of the application, staff routed the application materials to all city departments for review. The first round of city department comments was provided to the applicant on February 20, 2024. Planning staff identified that the townhouse subdivision was proposed on two separate tax lots and included a comment that a Lot Consolidation Preliminary Plat application was required to consolidate the tax lots. The applicant submitted a Subdivision Preliminary Plat application for the lot consolidation on July 17, 2024.

Following the receipt of this application, staff routed the application materials to all city departments for review. The city department comments for both applications were provided to the applicant on August 6, 2024. The applicant submitted revised plans on August 19, 2024. As of the date of this letter, all department comments have been resolved or addressed through conditions of approval recommended below.

III. CONFORMANCE WITH SUBDIVISION STANDARDS

During Department Review, staff reviewed the townhouse preliminary plat and lot consolidation subdivision preliminary plat applications for conformance with KMC 16.04.030 – *Procedures for subdivision approval*, KMC 16.04.040 – *Development and Design*, and KMC 16.04.080 – *Townhouses*. Based on a thorough analysis, staff believes the project complies with all applicable subdivision regulations. A full analysis of the regulations can be found in Attachment E and Attachment F. Below is an overview of some of the more notable criteria and standards.

Dimensional Standards

Lots modified or created through subdivision applications must demonstrate that lots conform to the minimum lot area, minimum lot width, and building setback lines outlined in KMC 17.12.030. Lots in the GR-L zone are required to be a minimum of 8,000 square feet with an average width of 80 feet. Existing tax lot 6667 and tax lot 2329 are nonconforming lots. Existing tax lot 6667 has a nonconforming lot size of 982 square feet and a nonconforming lot width of 55.18 feet. Existing tax lot 2329 complies with minimum lot area requirements as it is 8,330 square feet in size but has a nonconforming lot width of 54.85 feet. The existing residence and detached garages are contained on existing tax lot 2329.

The proposed lot consolidation results in a new lot, which while still nonconforming to lot width, more closely conforms to GR-L dimensional standards than the existing two lot configuration. Proposed Lot 1 of the Fluid Peak Subdivision is 9,359 square feet in size, which exceeds the minimum 8,000 square feet required for the GR-L Zone. Setbacks for the existing structure from all exterior lot lines comply with the minimum setback requirements for the GR-L zone. The project maintains the existing, nonconforming average lot width of 55 feet, so the lot consolidation does not increase the degree of nonconformity of the existing lot width.

Comprehensive Plan

KMC 16.04.030.C.4 requires lot consolidation applications to have general conformance with the 2014 Comprehensive Plan (the “plan”). The Plan outlines the community vision and core values for the city. Using those, the plan outlines goals and policy objectives to reach key goals for the community related to the economy, housing, neighborhoods, parks and recreation, open space, public safety, and others. The plan also includes a Future Land Use Map (FLUM) that identifies possible future land uses for properties to achieve desirable land use patterns for the city. Specifically, the plan includes goals and policies in Chapter 4: *Community Designs and Neighborhoods* that relate to the proposed application.

- Goal CD-1: Our community will preserve its small-town character and the distinct image of neighborhoods and districts.
 - Policy CD-1.1 discusses unique design elements for identifiable neighborhoods. The subject property is located within the West Ketchum neighborhood, which features a mix of size, density types, and architectural styles. The proposed lot consolidation

maintains the small-town character as the resulting lot is similar in size with the adjacent lots in the neighborhood. Further the lot is developed with an existing structure that contains two dwelling units, which is compatible with the existing townhouse developments to the north, south, and east of the subject property.

- Future Land Use Map (FLUM)
 - The FLUM designates the subject property as “Medium Density Residential” where, according to the plan, “This residential type characterizes the West Ketchum and Warm Springs neighborhood.” Primary uses for this land use designation include single-family residences, duplexes, and other attached-unit types. The proposed lot consolidation is consistent with the FLUM as the subject property is developed with a structure containing two dwelling units, which is a characteristic feature of the medium density residential designation and is compatible with the surrounding townhouse developments.

Preliminary Plat Contents

Pursuant to KMC 16.04.040.F.6, “every lot in a subdivision shall have a minimum of 20 feet of frontage on a dedicated public street or legal access via an easement of 20 feet or greater in width.” Currently, the subject property is accessed from Sabala Street through the Sabala Townhomes Sublot 1 via a 20-foot-wide access easement recorded as Instrument Number 357405. A new 20-foot-wide access and fire truck access easement is being dedicated on the Dollarhide Townhomes Preliminary Plat and the Fluid Peak Subdivision Preliminary Plat. This easement is a continuation of the existing access easement on Sublot 1 of the Sabala Townhomes, and it will maintain access for both of the proposed townhouse sublots (see Figure 2 below for details).

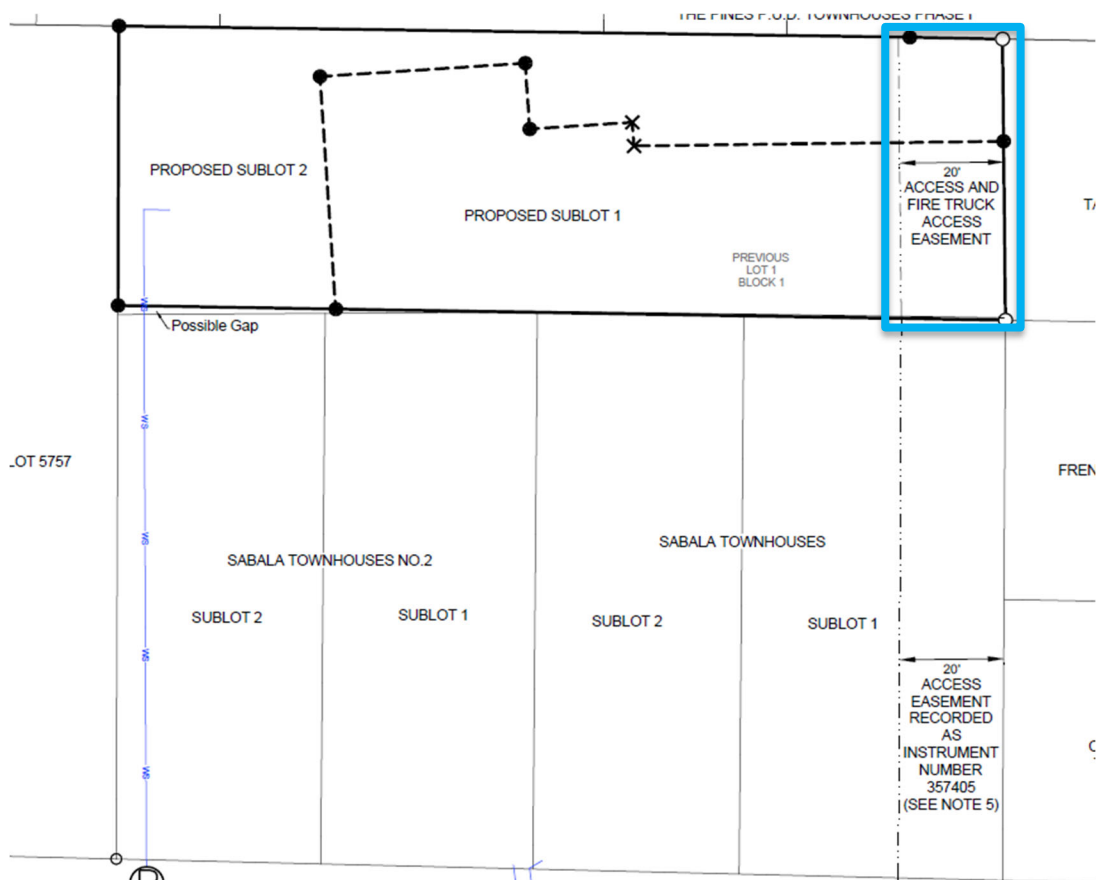


Figure 2: New 20' Access and Fire Truck Access Easement (highlighted in blue)

Currently, the subject property contains a water and sewer service line that connects to the City of Ketchum water system main found on Sabala Street. The existing water and sewer service lines are located on proposed Sublot 2. The City of Ketchum Water and Wastewater Department require townhouse units to have their own individual services. Therefore, staff recommend condition of approval #2 for the townhouse subdivision application, which states that prior to submitting a final plat application, the applicant is required to install a water and sewer service line for Sublot 1 to accommodate the transition to townhouses.

The subject property contains two existing detached garages. Pursuant to KMC 16.04.080.E.2, townhouse subdivisions require detached garages to be designated on the preliminary plat and that they may not be sold and/or owned separate from any dwelling units within the townhouse development. The Dollarhide Townhouse Subdivision Preliminary Plat includes plat note #13 which states that the detached garages may not be sold and/or owned separately from any dwelling unit within the townhouse development.

Staff believes the proposed preliminary plat applications, as conditioned, meet all applicable subdivision requirements and standards for a lot consolidation and townhouse subdivision and therefore recommend approval of the applications.

STAFF RECOMMENDATION:

Staff recommends **approval** of the lot consolidation Subdivision Preliminary Plat application (File No. P24-005A) subject to the following conditions of approval:

1. Failure to record a Final Plat within two (2) years of Council’s approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Staff recommends **approval** of the Townhouse Subdivision Preliminary Plat application (File No. P24-005) subject to the following conditions of approval:

1. Failure to record a Final Plat within two (2) years of Council’s approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.
2. Prior to submitting a Final Plat application, the applicant shall install water and sewer service lines for Sublot 1.

RECOMMENDED MOTION:

“I move to recommend approval of the Fluid Peak Subdivision Preliminary Plat application, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision.”

“I move to recommend approval of the Dollarhide Townhomes Subdivision Preliminary Plat application, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision.”

ATTACHMENTS:

- A. Application and Supplemental Materials – Dollarhide Townhomes
- B. Preliminary Plat – Dollarhide Townhomes
- C. Application and Supplemental Materials – Fluid Peak Subdivision
- D. Preliminary Plat – Fluid Peak Subdivision
- E. Draft Findings of Fact, Conclusions of Law, and Decision – Fluid Peak Subdivision
- F. Draft Findings of Fact, Conclusions of Law, and Decision – Dollarhide Townhomes



City of Ketchum

Attachment A: Application and Supplemental Materials – Dollarhide Townhomes



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
Application Number:	P24-005
Date Received:	1/23/24
By:	HLN
Fee Paid:	\$2900
Approved Date:	
By:	

Subdivision Application-Preliminary Plat

Submit completed application and documentation 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.

APPLICANT INFORMATION	
Name of Proposed Subdivision:	Dollarhide Townhomes
Owner of Record:	Fluidpeak Properties LLC
Address of Owner:	PO Box 3965, Hailey, ID 83333
Representative of Owner:	Mark Phillips, Phillips Land Surveying, PLLC.
Legal Description:	Tax Lots 2329 & 6667 RPK 4N17013550
Street Address:	205 Sabala St.
SUBDIVISION INFORMATION	
Number of Lots/Parcels:	2 Sublots / 1 Parcel (Common Area)
Total Land Area:	± 9,359 Sq. Ft. (0.21 AC.)
Current Zoning District:	GR-L
Proposed Zoning District:	GR-L
Overlay District:	
TYPE OF SUBDIVISION	
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>
PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet:	N/A
Easements to be dedicated on the final plat:	ATA Mutual Reciprocal Easements for existing water, sewer, cable, telephone, gas, and power.
Briefly describe the improvements to be installed prior to final plat approval:	The 2 units are Existing, so no improvements are planned as a part of this application.
ADDITIONAL INFORMATION	
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org	


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

01/09/2024

Date




 SCALE: 1" = 200'

PHILLIPS LAND SURVEYING, PLLC

HAILEY, IDAHO
 Phone: (208) 720 - 3760 Email: pls16670.id@gmail.com

A VICINITY MAP SHOWING
TAX LOTS 2329 & 6667

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

PREPARED BY:

MEP 1/10/24

JOB NO. 2023-115

REVISED BY:

1 OF 1

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

**Fluidpeak Properties, LLC
Post Office Box 3965
Hailey, Idaho 83340**

(Space above line for Recorder's use)

DECLARATION FOR DOLLARHIDE TOWNHOMES

This Declaration is made on January 8, 2024 by David Page, Managing Partner of Fluidpeak Properties, LLC ("Declarant").

Recitals

1. Declarant is the owner of certain real property described on Exhibit "A" attached hereto and by this reference made a part hereof. The Property has been improved by the two townhome family dwellings thereon.
2. Declarant intends that the townhome subplot owners of Dollarhide Townhomes shall be subject to this Declaration and shall be members of the management body created hereby.
- 3.

Now, Therefore, Declarant hereby declares that:

1. Declaration. This declaration is hereby established upon Dollarhide Townhomes in furtherance of a general plan for improvement and sale of the Townhome sublots comprising the property for the purpose of enhancing and perfecting the value of each Townhome subplot therein and for the benefit of each owner of a Townhouse subplot in Dollarhide Townhomes.

- (a) Townhome sublots within Dollarhide Townhomes shall be held, conveyed, encumbered, leased, occupied or otherwise used, improved or transferred; in whole or in part, subject to this declaration and any supplemental declaration.
- (b) This Declaration and any supplemental declaration shall run with Dollarhide Townhomes real property and all Townhome sublots located thereon and shall be binding upon and inure to the benefit of all parties having or hereafter acquiring any right, title or interest in Dollarhide Townhomes.

2. Definitions.

- (a) Common Expenses. "Common expenses" means all expenses incurred for the upkeep, maintenance, repair, replacement, management and operation of the exterior walls and the roofs of the Townhome Units, including the surrounding landscaping of the Townhome sublots except fenced yards, together with any reserve for maintenance and repairs, reinstatement, rebuilding and replacement of the same; the cost of Insurance

DECLARATION FOR DOLLARHIDE TOWNHOMES

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permitted or required herein to be procured and maintained by the managing body the costs and maintenance of Landscaping; wages, accounting, legal fees, management fees; and any other expenses and liabilities incurred by the managing body for the benefit of the Townhome owners under or by reason of this declaration. Fenced yards, including all landscaping, sprinklers and improvements therein, are the respective Townhome subplot owners' sole responsibility for care, maintenance and repair and specifically excluded from Common Expenses. The Management Body shall provide exterior maintenance upon each townhome unit as follows; paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces and exterior improvements. Such exterior maintenance shall not include glass surfaces, which shall be the responsibility of the Townhome subplot owner. If the need for maintenance or repair of a Townhome subplot or the improvement of thereon is caused by the willful or negligent act of its owner, or through the invitees of the owner of the Townhome subplot needing maintenance or repair, the cost of such exterior maintenance shall be added to or become part of the assessment to which such Townhome subplot is subject.

- (b) Management Body. The "Management Body" means management body for Dollarhide Townhomes created by this declaration.
- (c) The "Rules" mean the rules and regulations regulating the use and enjoyment of the exterior of the Townhome units and sublots and landscaping adopted by the management body from time to time.
- (d) A "Townhome Sublot" means an estate in real property with a fee interest in a townhome subplot shown and described on the plat for Dollarhide Townhomes.
- (e) Townhome Unit. A "Townhome Unit" means the residential structure located on the Townhouse Sublot.

3. Property Rights.

- (a) Ownership. Ownership of each Townhome subplot within the project shall include membership in the management body.
- (b) Utilities. All Townhome subplot owners shall have mutual reciprocal easements for existing water, cable TV, sewer, telephone, natural gas and electrical lines over, under and across their own Townhome units and sublots for the repair, maintenance and replacement thereof subject to any restoration of the easement premises for any damage resulting from such repair or replacement.
- (c) Encroachments. If any portion of a Townhome Unit or Townhome Sublot encroaches on any other Townhome Unit or Townhome Sublot, regardless of the nature or cause, a valid easement exists for such encroachment and for the maintenance of it so long as it remains.

4. Use Restrictions

- (a) Residential Use. The townhome sublots are restricted to residential use.

- (b) Maintenance. Each owner of a Townhome Sublot shall be responsible for maintaining the interior of their unit and their fenced backyard in a clean, sanitary, and attractive condition.
 - (c) Offensive Conduct. No obnoxious or offensive activities shall be conducted within a townhome unit or on a townhome subplot. Nothing shall be done within the Townhome Units or on the Townhome Sublots that may be or may become an annoyance or nuisance to the residents of the Townhome Units or that in any way interferes with the quiet enjoyment of occupants of the Townhome Units.
- 5. Parking Restrictions. The management body may require removal of any inoperative vehicle, any unsightly vehicle, or any improperly parked or stored vehicle located on a Townhome Sublot.
- 6. External Fixtures. No television or radio poles, antennae, flag poles, clotheslines, or other external fixtures other than those originally installed by Declarant or approved by the Management Body or allowed by law shall be constructed or erected or maintained on or within Dollarhide Townhomes.
- 7. Trash. Trash, garbage, or other waste shall be kept only in sanitary containers. No owner shall permit or cause any trash or refuse to be kept on any portion of Dollarhide Townhomes other than receptacles customarily used for it, which shall be located only in places specifically designated for such purpose except on the scheduled day for trash pickup.
- 8. The Management Body. Each owner shall be entitled and required to become a member of the management body of the Association. An owner shall be entitled to one membership for each townhome owned by them. No person or entity other than an owner may be a member of the management body, and membership may not be transferred except in connection with the transfer of the townhome subplot.
 - (a) Responsibility. The management body shall be responsible for the exclusive management and control of the exterior of the townhome units, townhome sublots, and all improvements thereon except fenced backyards and shall keep the same in good, clean, attractive and sanitary condition, order, and repair. The management body shall be responsible for the maintenance and repair of the exterior surfaces of the buildings and improvements located on the townhome sublots, including without limitation the painting of the same as often as necessary, and replacement of the trim and caulking, the maintenance and repair of roofs, the maintenance and repair of front yard and landscaping, including utility lines, areas of access to any motor vehicle parking and all other exterior improvements on the townhome sublots except landscaping and vegetation with fenced backyards.

The management body shall maintain in a proper first-class manner all landscaping and natural vegetation constituting part of the townhome sublots. Payments for such maintenance repair and replacement of improvements shall be by Association check. The management body canceled check shall constitute the payment voucher.
 - (b) Management Services. The management body may obtain and pay for services to manage its affairs and may obtain in connection with the operation of Dollarhide Townhomes or enforcement of this Declaration. The management body may acquire

and hold for the use and benefit of the owners, tangible and intangible personal property and may dispose of the same by sale or otherwise and the beneficial interest in any such property shall be deemed to be owned by the owners in the same proportion as their respective interests in Dollarhide Townhomes. Upon ten (10) days written notice to the management body and payment of a reasonable fee as determined by the management body but not exceeding \$25.00, a townhome subplot owner shall be furnished a statement of their account setting forth the amount of any unpaid assessments or other charges due and owing for such assessments or otherwise.

- (c) Rules. The management body may adopt reasonable administrative rules and regulations by unanimous consent, governing the use of the townhome sublots which rules and regulations may be amended by unanimous consent of the management body, as deemed in the best interest of Dollarhide Townhomes. The management body by unanimous consent may designate and remove personnel necessary for the maintenance, repair, and replacement of improvements of Dollarhide Townhomes.
- (d) Voting. In the event the townhome owners cannot unanimously agree when required by this Declaration, the issue shall be submitted to arbitration for determination. Each owner shall select a disinterested party as their arbitrator and the selected arbitrators shall select a third arbitrator. The townhome owners shall be bound by the determination of a majority of the said arbitrators.
- (e) Meetings. The regular meetings of the management body may be held at such time and place as shall be determined from time to time by the townhome sublot owners, but at least two (2) such meetings shall be held during each fiscal year. Regular meetings shall be scheduled as agreed by the townhome subplot owners. If all the members of the management body are present at any meeting of the management body, no notice shall be required, and any business may be transacted at such meetings.
- (f) Order of Business. The order of business of all meetings shall be as follows:
 - 1. Roll call
 - 2. Reading of minutes of preceding meeting
 - 3. Reports
 - 4. Unfinished business
 - 5. New Business
 - 6. Adjournment.
- (g) Personal Liability. No member of the management body shall be personally liable to any owner, or any other party for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of any such member, if member has, on the basis of such information as may be professed by them acted in good faith without willful or intentional misconduct.

9. Architectural Control.

- (a) Architectural Committee. The architectural committee shall be the management body of Dollarhide Townhomes as constituted from time to time. The management body shall exercise its best judgment to see that all improvements, construction, landscaping and

alterations on the property within Dollarhide Townhomes conform and harmonize with the existing structures as to external design, materials, color and topography.

- (b) Approval. No improvements of any kind or of any nature shall ever be altered, constructed, erected or permitted, nor shall any excavating, clearing or landscaping be done on any townhome subplot within Dollarhide Townhomes unless the same are approved by the management body prior to the commencement of such work. The management body shall consider the materials to be used on the exterior features of said proposed improvements, including exterior colors, harmony of exterior design with existing structures within Dollarhide Townhomes.

- 10. Assessments. Each owner shall be deemed to covenant and pay to the management body periodic assessments for special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time in the manner provided in this section.

The total periodic assessments against the townhomes sublots shall be based upon advanced estimates of cash requirements by the management body to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the exterior of the townhome units and sublots except fenced backyard areas, which may include, among other things, expenses of management; premiums for all insurance which the subplot owners are required or permitted to maintain pursuant hereto; landscaping and care of townhome sublots except fenced backyard areas; trash collection; snow removal; legal and accounting fees; and any other expenses and liabilities which may be incurred for the benefit of the subplot owners under and by reason of this Declaration.

The management body shall make periodic assessments, apportioned equally between the subplot owners, which assessments may be quarterly or as the management body shall from time to time determine. Written notice of the assessment shall be given to each owner, which notice shall specify the amount of the assessment and the date of payment of the same. No payments shall be due less than fifteen (15) days after said written notice has been given. Each periodic assessment shall bear interest at the rate of twelve percent (12%) per annum, from the date it becomes due and payable if not paid within thirty (30) days after such date.

In addition to the annual assessments, the management body may levy at any time a special assessment, payable over a period as may be determined for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of improvements on the townhome sublots or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. Notice and payment of special assessments shall be the same as periodic assessments.

All sums assessed to any subplot owner, together with interest thereon, if not paid as provided hereinafter, be secured by a lien on such townhome subplot in favor of Dollarhide Townhomes upon recording of the notice of assessment by the non-defaulting subplot owner as herein provided. Such lien shall be superior to all other liens and encumbrances on such townhome subplot except only for: (a) valid tax and special assessment liens on the townhome subplot in favor of any governmental assessing authority; (b) a lien for all sums unpaid on a first mortgage or deed of trust duly recorded in Blaine County, Idaho real estate records; and (c) labor or materialmen's liens to the extent required by law. No notice of assessment shall be recorded

until there is a delinquency of sixty (60) days in payment of the assessment. Such lien may be enforced by sale, by any subplot owner after the failure of the defaulting subplot owner to pay such an assessment in accordance with its terms. In any such foreclosure, the defaulting subplot owner shall be required to pay the costs and expenses of such proceeding, the cost and expenses of filing the notice of assessment and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The defaulting subplot owner shall also be required to pay any assessments against the townhome subplot which shall become due during the period of foreclosure. Unless sooner satisfied and released, any lien created pursuant to this section shall expire and be of no further force or effect one (1) year from the date of recordation of said notice of assessment. The amount of any periodic or special assessment shall be the personal obligation of the subplot owner thereof. Suit to recover a money judgment for such personal obligation shall be maintainable by any subplot owner against the defaulting subplot owner without foreclosing or waiving the lien securing the same. A purchaser of a townhome subplot shall be jointly and severally liable with the seller for all unpaid assessments against the townhome subplot up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

11. Party Walls. Dollarhide Townhomes are constructed with a common party wall. These walls and roof structures are situated on townhome unit subplot lines between adjoining townhome subplots and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
 - (a) Maintenance. The cost of maintaining the party wall shall be borne equally by the subplot owners on either side of said wall.
 - (b) Damage to Party Wall. In the event of damage or destruction of said party wall from any cause, other than the negligence of either townhome subplot owner, or their tenants or guests, then the townhome subplot owners shall, at their joint expense, repair and rebuild said wall, and each party shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay their share or all of such costs in the case of negligence, the other party may have the wall repaired and restored and shall be entitled to have a mechanic's lien filed and foreclosed on the townhome subplot of the party so failing to pay for the amount of such defaulting party's share of the repair or replacement costs.
 - (c) Repair. Either party or the management body shall have the right to break through the party wall for the purpose of repairing or restoring utilities within the wall, subject to the obligation to restore the wall to its previous structural and aesthetic condition, at their own expense and the payment of the adjoining subplot owner of any damages caused thereby.
 - (d) Easement. Neither party shall alter or change said party wall in any manner, interior decoration excepted, and said party wall shall always remain in the same location as

when erected, and each party to said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located for party wall purposes.

- (e) Right to Contribution. The right of any townhome subplot owner to contribution from the other subplot owner under this paragraph shall be appurtenant to the land and shall pass to such owner's successors in title.
- (f) Arbitration. In the case of a dispute or disagreement regarding the party wall that cannot be resolved by the parties, the disputed matter or matters shall be referred to three disinterested parties, one chosen by each side and those two to choose another, the decision in writing signed by any two shall be final.

12. Insurance.

- (a) Types of Insurance. Unless otherwise agreed in writing by the townhome subplot owners, the management body shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this section shall not be construed to limit the power or authority of the management body to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the management body may deem appropriate from time to time.
 - 1. Casualty Insurance. The management body shall obtain insurance on Dollarhide Townhomes in such amounts as shall provide for full replacement thereof in the event of damage or destruction from the casualty against which insurance is obtained; all in the manner in which a corporation owning similar multiple family residential buildings in the vicinity of the project would, in the exercise of prudent business judgment, obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, war risk insurance if available and if deemed appropriate by the management body, and such other risks and hazards against which the management body shall deem it appropriate to provide insurance protection. The management body may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the management body's opinion are consistent with good business practice.
 - 2. Public Liability and Property Damage Insurance. The management body shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage may include without limitation, liability for personal injuries, operation of motor vehicles on behalf of the management body, and activities in connection with the ownership, operation, maintenance and other uses of the project.
- (b) Form. Casualty insurance shall be carried in a form or forms naming the management body the insured as trustee for the townhome subplot owners, which policy or policies shall specify the interest of each townhome subplot owner (i.e., owner's name, subplot number, and interest in the project) and which policy or policies shall provide a standard

loss payable clause providing for payment of insurance proceeds to the management body as trustee for the owners and for the respective first Mortgagees which from time to time shall give notice to the management body of such first Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after ten (10) days prior written notice is first given to each townhome subplot owner and to each first Mortgagee. The management body shall furnish to each subplot owner who requests it and to the Declarant a true copy of such policy together with a certificate identifying the interest of the owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Public liability and property damage insurance shall name the management body the insured, as trustee for the subplot owners, and shall protect each owner against liability for acts of the management body in connection with the ownership, operation, maintenance or other use of the project.

- (c) Insurance Proceeds. The management body shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this article. The management body shall apportion the proceeds to the portions of the project which have been damaged and shall determine the amount of the proceeds attributable to damage to the townhome sublots. Each subplot owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the management body pursuant hereto.
 - (d) Owner's Own Insurance. Each townhome subplot owner may obtain insurance at their own expense providing coverage upon their townhome unit, their personal property, for their personal liability, and covering such other risks as they may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the management body obtains pursuant to this section.
13. Invalidity and Severability. This Declaration has been prepared neutrally for each townhome subplot and townhome subplot owner and shall not be construed against any. If any term, provision or condition of this Declaration is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Declarant bears no responsibility or liability for any provision held invalid or severable.

14. Amendment. This Declaration shall not be revoked nor shall any of its provisions herein be amended without the unanimous written consent of the townhome subplot owners, duly and properly recorded with the Blaine County Recorder.

IN WITNESS WHEREOF, the Declarant has signed this Declaration on the day and year first above written.

DECLARANT:

David Page, Managing Partner of Fluidpeak Properties, LLC



December 18, 2023
Order No.: 841385

RE: 205 Sabala Street, Unit B, Ketchum, ID 83340

Dear Valued Customer,

Thank you for giving Pioneer Title Company the opportunity to serve you. We appreciate your business and will strive to merit the confidence you have shown in us. Please find attached your title commitment. In it, you'll find your preliminary title report with supporting documentation related to the property at 205 Sabala Street, Unit B.

Should you have any questions regarding the documents contained herein including concerns related to exceptions, legal descriptions, or vesting, please contact any one of your Pioneer Title Company team members:

Escrow Officer

Paige McAllister
Ph: (208) 726-6954
Email: pmcallister@pioneertitleco.com

Title Officer

Tyler Gunstream
Ph: (208) 467-0117
Email: tgunstream@pioneertitleco.com

Best Regards,
Your Pioneer Title Co. Team



File No. 841385

Please review the following questions and contact your Escrow Officer or Title Officer if the answer to any is “Yes.”

- Are any principals using a Power of Attorney?
- Are any of the parties in title incapacitated or deceased?
- Has a change in marital status occurred for any of the principals?
- Is the property now vested, or will the property be transferred, to a new trust, partnership, or corporation?
- Has any construction or remodeling been done to the property in the last 90 days?

Escrow Officer

Title Officer

Paige McAllister

Tyler Gunstream

Ph: (208) 726-6954

Ph: (208) 467-0117

Email: pmcallister@pioneertitleco.com

Email: tgunstream@pioneertitleco.com

Property Address: 205 Sabala Street, Unit B, Ketchum, ID 83340

Buyer/Borrower:



Seller:

Fluidpeak Properties LLC., an Idaho limited liability company



Title Fees & Breakdown

Policy Issuing Agent For:
Old Republic National Title Insurance Company

File No.: 841385

COVERAGE

Sales Price	\$625,000.00	Owner's Coverage	Standard
Loan Amount		Lender's Coverage	Extended

TITLE POLICY CALCULATIONS FOR DISCLOSURE

Product	CD Disclosed Premiums	Actual Premiums	Premium Adjustments
Loan		\$0.00	(Title Premium Adjustment) \$0.00
Owners	\$2,124.00	\$2,124.00	(Short Term Discount – If Any) \$0.00

OTHER FEES

Owners Endorsements:

Lenders Endorsements:	22-06	\$10.00
	8.1-06	\$10.00
	9-06	\$30.00

Owners Inspection N/A

Owners Additional Chain N/A

Lenders Inspection: N/A

Lenders Additional Chain: N/A

Recording Fees: Deeds \$15.00 (up to 30 pages)
 Deed of Trusts \$45.00 (up to 30 pages)
 For all other documents the rate shall be:
 \$10 for the first page / \$3 each additional page

E-file Fee: An additional \$4.75 per document

CPL Fee: \$25.00

Please contact Tyler Gunstream at tgunstream@pioneertitleco.com or (208) 467-0117 with any questions.

ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation, (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.


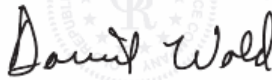
If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Issued By:
Pioneer Title Company of Blaine County
491 N. Main Street, Suite 102
Ketchum, ID 83340

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Authorized Agent for Old Republic National Title Insurance Company

Authorized Signatory

By  *President*
Attest  *Secretary*

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;

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- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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

Issuing Agent: Pioneer Title Company of Blaine County
Issuing Office: 491 N. Main Street, Suite 102 Ketchum, ID 83340
Issuing Office’s ALTA® Registry ID:
Loan ID Number:
Issuing Office File Number: 841385
Property Address: 205 Sabala Street, Unit B, Ketchum, ID 83340
Revision Number: First Report

SCHEDULE A

1. Commitment Date: December 13, 2023 at 7:30AM

2. Policy to be issued:

	Amount of Insurance	Premiums:
(a) 2021 ALTA Owner’s Policy - Standard	\$625,000.00	\$2,124.00
Proposed Insured: [REDACTED]		
Endorsements:		\$0.00
(b) 2021 ALTA Lender’s Policy - Extended		
Proposed Insured: Colorado Lending Group	\$TBD	\$TBD
Endorsements:		\$50.00
22-06 \$10.00		
8.1-06 \$10.00		
9-06 \$30.00		

3. The estate or interest in the Land at the Commitment Date is: FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:
Fluidpeak Properties LLC, an Idaho limited liability company

5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Pioneer Title Company of Blaine County

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By:

Authorized Signatory

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. This Company will require the enclosed Seller or Borrower Affidavit (regarding State Liens and Indigent Care Services) be signed and returned in order to issue the policy herein.
6. A new survey/plat to be completed prior to closing. Our office requires a copy of the completed survey (when available) and legal description of the property to be sold in this transaction for review prior to drafting any document for closing.

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SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

(Exceptions 1 through 7 will not appear as printed Exceptions on Extended Coverage Policies or the ALTA Homeowners Policy)

8. General taxes for the year 2023, which are liens, the 1st half of which are now due and payable but not delinquent until December 20, 2023, and the 2nd half of which are not delinquent until June 20, 2024.
Parcel No: RPK4N170131550
Amount: \$3,636.18

NOTE: A Property Tax Relief Credit in amount of \$39.90 has been applied resulting in net due of \$3,596.28.

9. Sewer charges and special assessments, if any, for the City of Ketchum.
No search made.

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10. Reservations in United States Patent or State Deeds.
11. Water rights, claims or title to water, whether or not the matters are shown by the public records.
12. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Barry Luboviski, a single man
Recorded: February 20, 1980
Instrument No.: [201396](#)
13. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Barry J. Luboviski
Recorded: March 25, 1980
Instrument No.: [202205](#)
14. An Amendment and Restatement of Access Easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Janet G. Appleton, a married woman dealing with her sole and separate property
Recorded: June 10, 2015
Instrument No.: [627129](#)
15. A Deed of Trust to secure an indebtedness of \$1,475,000.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.
Dated: October 31, 2023
Grantor: Fluidpeak Properties LLC, an Idaho limited liability company
Trustee: Pioneer Title Company of Blaine County
Beneficiary: WJH Family Management LLC, an Idaho limited liability company
Recorded: October 31, 2023
Instrument No.: [703186](#)
16. It is our understanding that a legal description will be submitted which comprises a portion of the land herein described. Under the Exclusions from coverage, any violation of county or city ordinances relating to the subdivision of land will not be covered.
17. Possible matters relating to Exceptions 1 - 7 herein, in connection with any Extended Coverage Policy shown in Schedule A to be issued. Adverse matters, if any, as disclosed by our inspection of the premises will be shown in a supplemental report to this Commitment, or on an updated Commitment, and will be shown as Special Exceptions in any Policy to be issued cleared to the satisfaction of the Company.

End of Exceptions

NOTE: As an accommodation and not part of this Commitment, no liability is assumed by noting the following conveyances describing all or part of the subject property, which have been recorded within the last 24 months:

Deed Type: Warranty Deed
Grantors: Gregory H. Scott and Dorothea M. Cheney, husband and wife

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Grantees: Fluidpeak Properties LLC, an Idaho limited liability company
Dated: October 20, 2023
Recorded Date: October 31, 2023
Instrument::

NOTE: We have searched for tax liens and judgments against [REDACTED] and find the following in the public records:

NONE

NOTE: The County Records and/or the City Engineer's Office show the address to be:

205 Sabala Street, Unit B, Ketchum, ID 83340

NOTE: There is no notice of record and therefore no search has been made for any unpaid assessments, charges, or fees for sewer, water, garbage, irrigation, or other possible utility services.

NOTE: If the proposed insured under the Policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation.

NOTE: Pursuant to the State of Idaho insurance regulations, a cancellation fee may be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

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EXHIBIT A

PARCEL I:

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 13: A parcel of land within said Section 13 and more particularly described as follows:
COMMENCING at the 1937 Center quarter corner; thence 590.00 feet East; thence 925.00 feet South;
thence 380.00 feet East to the TRUE POINT OF BEGINNING; thence
East 150.00 feet; thence
South 55.00 feet; thence
West 150.00 feet; thence
North 55.00 feet to the TRUE POINT OF BEGINNING.
(TL 2329)

PARCEL II:

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 13: A parcel of land within said Section 13 and more particularly described as follows:
COMMENCING at the Northwest corner of Lot 4 of said Section 13; thence
North 21°33'30" West, 520.91 feet to the TRUE POINT OF BEGINNING; thence
South 0°11'27" East, 55.00 feet; thence
South 89°15'27" East, 20.00 feet; thence
North 0°11'27" West, 55.00 feet; thence
North 89°15'27" West, 20.00 feet to the TRUE POINT OF THE BEGINNING.
(TL 6667)

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FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
--------------	--

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

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For our affiliates’ everyday business purposes — information about your creditworthiness	No	We don’t share
For our affiliates to market to you	No	We don’t share
For non-affiliates to market to you	No	We don’t share

Questions?	Go to www.oldrepublictitle.com (Contact Us)
-------------------	---

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver’s license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can’t I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates’ everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at policy for your rights under state law.</p>

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Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

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

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File No. 841385

AFFIDAVIT AND INDEMNITY FOR SELLER OR BORROWER

State of Idaho
County of Blaine

Subject Property: 205 Sabala Street, Unit B, Ketchum, ID 83340

See Exhibit A attached hereto and made a part hereof.

Before me, the undersigned authority on this day personally appeared Fluidpeak Properties LLC., an Idaho limited liability company, personally known to me to be the person(s) whose name(s) is/are subscribed hereto and upon his/her/their oath(s) depose(s) and say(s) that no proceedings in bankruptcy or receivership have been instituted by or against him/her/them or the entity he/she/they represent(s) and, if it applies, that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser, lender, Old Republic National Title Insurance Company and/or Pioneer Title Company in this transaction that there are:

- 1. No loans or liens (including Federal or State Liens, Judgment Liens, Child Support Liens or Medical Assistance Liens) and no unpaid governmental or association taxes or assessments of any kind on such property, other than items being paid through this transaction, except the following:

If none, state "NONE"

Creditor Approximate Amount

Horizontal separator line

- 2. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennas, carpeting, rugs, lawn sprinkling systems, blinds, window shades, draperies, electric appliances, fences, street paving or any personal property or fixtures that are located on the subject described above, and that no such items have been purchased on time payment contracts and there are no security interests on such property secured by financing statement, security agreement or otherwise, other than items being paid through this transaction except the following:

If none, state "NONE"

Secured Party Approximate Amount

Horizontal separator line

- 3. There are no unpaid obligations for labor and material used in the construction of improvements or repairs on the above-described property and there are now no unpaid labor or material claims against the improvements or the land upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied.

If none, state "NONE"

True _____ False _____ (If false, please list below)

Laborer or Material Supplier Approximate Amount Owed

Horizontal separator line

4. No assistance has been provided to the undersigned or any of their legal dependents and no application for assistance for indigent care has been made in the last 31 days to the County, nor will the same be made by the undersigned pursuant to Idaho Code 31-3504.

True _____ False _____

5. Parties in possession of the above-described land is/are the affiant(s).

True _____ False _____ - If false, the parties in possession are:

_____ under (check applicable occupancy agreement)

___ Option to purchase

___ Lease with term of _____

___ Rental

___ Other (please explain) _____

(To be completed by seller in a sales transaction)

Office Address, if seller is a business entity: _____

Home Address, if seller is a non-business entity: _____

INDEMNITY: I agree to pay on demand to the purchaser, lender, Pioneer Title Company, and/or Old Republic National Title Insurance Company in this transaction, their successors and assigns, all amount secured by any and all liens not shown above, together with all costs, losses and attorney's fees that said parties may incur in connection with such unmentioned liens and not shown in accompanying commitment. Provided said liens either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, known by me, or have an inception date prior to the consummation of this transaction.

I realize that the purchaser, lender, Pioneer Title Company and/or Old Republic National Title Insurance Company in this transaction are relying on the representations contained herein in purchasing same, lending money, insuring title thereon and would not purchase same, lend money or issue title insurance unless said representations were made. If seller or borrower is an entity, I have authority to sign on its behalf.

Fluidpeak Properties LLC., an Idaho limited liability company

By: _____
Rachel M. Crus, Member

By: _____
David Page, Member

State of _____, County of _____

Sworn to and subscribed before me this _____ day of _____, 2023

Notary: _____

Residing At: _____

Commission Expires: _____

EXHIBIT A

PARCEL I:

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 13: A parcel of land within said Section 13 and more particularly described as follows:

COMMENCING at the 1937 Center quarter corner; thence 590.00 feet East; thence 925.00 feet South; thence 380.00 feet East to the TRUE POINT OF BEGINNING; thence

East 150.00 feet; thence

South 55.00 feet; thence

West 150.00 feet; thence

North 55.00 feet to the TRUE POINT OF BEGINNING.

(TL 2329)

PARCEL II:

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 13: A parcel of land within said Section 13 and more particularly described as follows:

COMMENCING at the Northwest corner of Lot 4 of said Section 13; thence

North $21^{\circ}33'30''$ West, 520.91 feet to the TRUE POINT OF BEGINNING; thence

South $0^{\circ}11'27''$ East, 55.00 feet; thence

South $89^{\circ}15'27''$ East, 20.00 feet; thence

North $0^{\circ}11'27''$ West, 55.00 feet; thence

North $89^{\circ}15'27''$ West, 20.00 feet to the TRUE POINT OF THE BEGINNING.

(TL 6667)



Parcel Number

RPK4N170131550

Property Year

2023

Legal Description
 KETCHUM
 FR NWSE TL 2329, TL 6667
 SEC 13 4N 17E

Tax Code Area 003-000

Property Address
 205 SABALA ST
 KETCHUM ID 83340

Parcel Status Active
 Property Type Real Property
 Sub Type

Owner/Contact Name Type Relationship Owner% HOE
 FLUIDPEAK PROPERTIES LLC OWNER BUSINESS 100.00%

Mailing Address
 PO BOX 3965
 HAILEY ID 83333

Land Group
 KETCHUM TOWNSITE
 Township Range Section
 4N 17E 13
 Location Code EERS
 Parcel Type
 Zoning

Associated Parcels
 None

Building Permits
 None

Reappraisal Year 2019
 Inspection Date 11/29/2018
 Appraiser Initials TLR

Parcel Exemption: None

CB: No NC: No

Tax Certification District Roll Type Units Amount

Instrument	Eff Date	Action	Source	Target	Comments
703185	10/31/2023	Ownership	2023		
641307	02/01/2017	Ownership	2017		
627129	06/10/2015	No Action	2015		

SCC	CHARACTERISTIC			ROLLS			ACRES	VALUATION SUMMARY			URBAN RENEWAL	
	Type	Suffix	Description	Assessed	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Value	Net Taxable Base	Net Taxable Incr
20	LAND			PRIMARY	NO	E	0.214	\$ 588,658	\$ --	\$ 588,658	--	--
41	RES	1	DUPLEX #A	PRIMARY	NO	E		\$ 255,095	\$ --	\$ 255,095	--	--
	RES	2	DUPLEX #B	PRIMARY	NO	E		\$ 155,291	\$ --	\$ 155,291	--	--
TOTALS:							0.214	\$ 999,044	--	\$ 999,044	--	--

ROLL STATUS: E Equalized (Final)

**BLAINE COUNTY TREASURER****OHN DAVID DAVIDSON**

219 1ST AVE SOUTH SUITE 102

HAILEY ID 83333

TELEPHONE: 208 788-5530

TAX MASTER INQUIRY**PARCEL NUMBER****RPK4N170131550****TAX CODE AREA**

003-000

LEGAL DESCRIPTION

KETCHUM

FR NWSE TL 2329, TL 6667

SEC 13 4N 17E

PRIMARY PROPERTY ADDRESS

205 SABALA ST

KETCHUM ID 83340

FLUIDPEAK PROPERTIES LLC

PO BOX 3965

HAILEY ID 83333

BALANCE DUE	INTEREST DATE 12/18/2023
\$ 3,59 .2	BALANCE AS OF 12/18/2023 9:18 a
TOTAL	

Tax Year Assessment Roll

Bill Number: 409036

2023 PRIMARY **FIRST HALF** **SECOND HALF** **FULL YEAR****VALUATION**

TAX / CERTIFICATION	FIRST HALF	SECOND HALF	FULL YEAR
Charges	\$ 1,818.09	\$ 1,818.09	\$ 3,636.18
Ad st ents	\$ 0	\$ 0	\$ 0
Pay ents	\$ -19.95	\$ -19.95	\$ -39.90

TAXABLE VALUE: \$ 999,044

LATE CHARGE	FIRST HALF	SECOND HALF	FULL YEAR
Charges/Ad st ents	\$ 0	\$ 0	\$ 0
Pay ents	\$ 0	\$ 0	\$ 0

CHARGES

Tax Code Area: 003-000 Le y: 0.003639652

Tax Charge: \$ 3,636.18

Certifications: \$ 0

TOTAL CHARGES: \$ 3, 3 .1

FEES	FIRST HALF	SECOND HALF	FULL YEAR
Charges/Ad st ents	\$ 0	\$ 0	\$ 0
Pay ents	\$ 0	\$ 0	\$ 0

INTEREST	FIRST HALF	SECOND HALF	FULL YEAR
Charges/Ad st ents	\$ 0	\$ 0	\$ 0
Pay ents	\$ 0	\$ 0	\$ 0

AMOUNT DUE	FIRST HALF	SECOND HALF	FULL YEAR
\$ 1,79 .14	\$ 1,79 .14	\$ 3,59 .2	

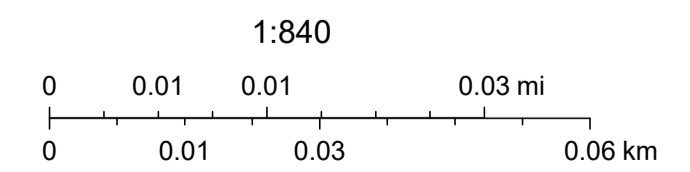
The amount due shown here is as of 9:18 am on December 18, 2023, with interest calculated to December 18, 2023.

Blaine County GIS



10/17/2023, 11:59:31 AM

- Sections
- Townships
- 1/4 Sections
- Parcels
- Roads



Blaine County GIS

Instrument # 703185

HAILEY, BLAINE, IDAHO
10-31-2023 2:30:23 PM No. of Pages: 2
Recorded for: PIONEER TITLE CANYON - CALDWELL
STEPHEN MCDUGALL GRAHAM Fee: \$15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile



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

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

File No. 841211 /TG

WARRANTY DEED

For Value Received Gregory H. Scott and Dorothea M. Cheney, husband and wife
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

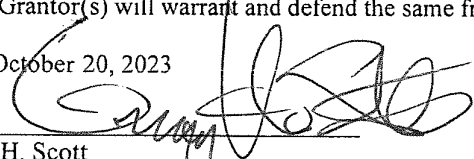
Fluidpeak Properties LLC., an Idaho limited liability company
hereinafter referred to as Grantee, whose current address is PO Box 3965 Hailey, ID 83333

The following described premises, to-wit:

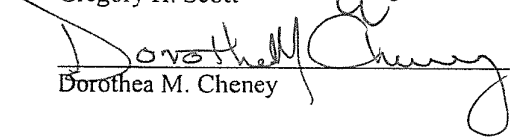
See Exhibit A attached hereto and made a part hereof.

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

Dated: October 20, 2023



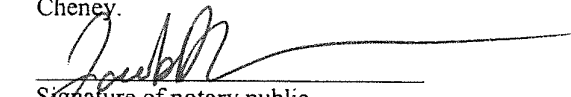
Gregory H. Scott



Dorothea M. Cheney

State of Idaho, County of Teton

This record was acknowledged before me on October 20, 2023 by Gregory H. Scott and Dorothea M. Cheney.



Signature of notary public
Commission Expires: Jan 11, 2027

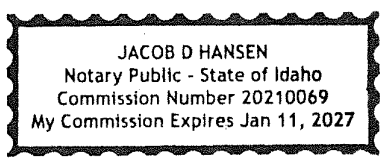


EXHIBIT A

PARCEL I:

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 13: A parcel of land within said Section 13 and more particularly described as follows:

COMMENCING at the 1937 Center quarter corner; thence 590.00 feet East; thence 925.00 feet South; thence 380.00 feet East to the TRUE POINT OF BEGINNING; thence East 150.00 feet; thence South 55.00 feet; thence West 150.00 feet; thence North 55.00 feet to the TRUE POINT OF BEGINNING.
(TL 2329)

PARCEL II:

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

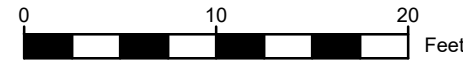
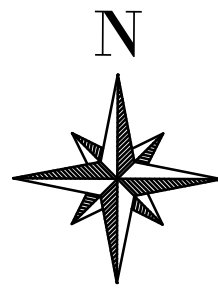
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(TL 6667)



City of Ketchum

Attachment B: Preliminary Plat – Dollarhide Townhomes



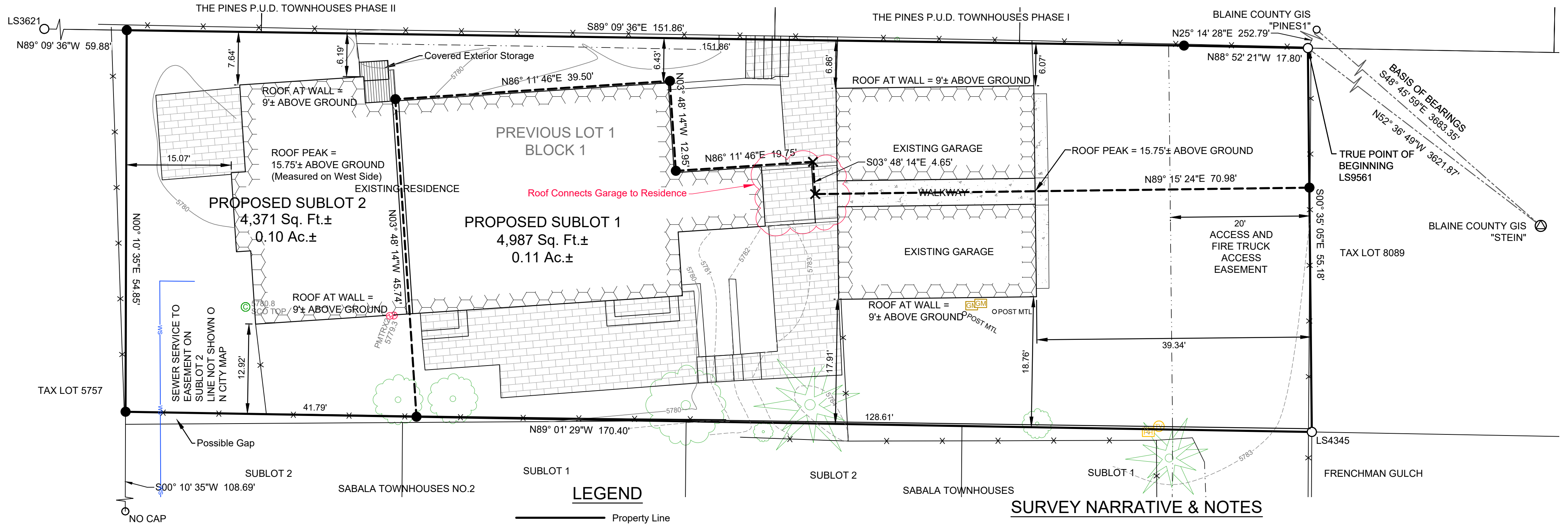
SCALE: 1" = 10'

A PLAT SHOWING

DOLLARHIDE TOWNHOMES

WHEREIN LOT 1, BLOCK 1, FLUID PEAK SUBDIVISION IS CONVERTED INTO TOWNHOME SUBLOTS, AS SHOWN HEREON
LOCATED WITHIN SECTION 13, T.4 N., R. 17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

OCTOBER 2024



LEGEND

- Property Line
- Adjoiner's Lot Line
- Proposed Property Line
- Previous Lot Line
- Water Service Line per City Utility Map
- City Water Line per City Utility Map
- 20' Access Easement (See Note 5)
- Fence Line
- GIS Tie Line
- Found Aluminum Cap on 5/8" Rebar
- Found 5/8" Rebar
- Found 1/2" Rebar
- 5/8" Rebar to be Set, PLS 16670
- Copper Plug with Magnet to be Set in Concrete
- Pavers
- Concrete
- Deck
- Existing Structure
- 1' Contour Interval
- 5' Contour Interval
- Wall Line
- Cable Television Riser
- Power Meter
- Telephone Riser
- Gas Meter
- Sewer Cleanout
- Deciduous Tree
- Coniferous Tree

SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found during the boundary retracement of Lot 1, Block 1, Fluid Peak Subdivision, and convert said property into Townhome Sublots as shown hereon. The Boundary shown is based on found Lot Corner Monuments, the plat of Fluid Peak Subdivision, Instrument Number _____ and Warranty Deed, Instrument Number 703185, both records of Blaine County Idaho. All found monuments have been accepted. The missing property corners will be set based on proportioning record distances between found monuments. Additional documents used in the course of this survey include Warranty Deed Instrument Number 688050, a Record of Survey for Tax Lot 3726, Instrument Number 548985, Sabala Townhouses, Instrument Number 357405, Sabala Townhouses No. 2, Instrument Number 378057, the plat of Woodlands Subdivision, Instrument Number 202987, The Pines P.U.D. Subdivision, Instrument Number 306516, The Pines P.U.D. Townhouses Phase 1, Instrument Number 313977, The Pines P.U.D. Townhouses Phase II, Instrument Number 322907, and the plat of Frenchman Gulch, Instrument Number 166124, all records of Blaine County, Idaho.
2. The distances shown are measured. Refer to the above referenced documents for the previous record data.
3. Unless specifically shown hereon, this survey does not claim to reflect any of the following, which may be applicable to the subject real property, including but not limited to; Building Setbacks, Ditches, Easements, Encroachments, Natural Hazards, Covenants, Conditions, and Restrictions, Subdivision Restrictions, Wetlands, Zoning or any other Land Use Regulation.
4. A Lot Book Guarantee for the subject property has been issued by Pioneer Title Company of Blaine County, File Number 841385, with a Commitment Date of December 13, 2023. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said policy. Some of the encumbrances and easements listed in the title report are NOT plotted hereon. Review of the specific documents listed in said policy is required, if further information is desired.
5. There is a twenty foot (20') Access Easement within Sublot 1, Sabala Townhouses, as shown on the said plat of Sabala Townhouses, and also referenced in the title report listed above. See Page 2 for map showing Sabala Street Right of Way and said 20' Access Easement within Sabala Townhouses, to the subject property. Said 20' Access Easement is filed under Instrument Number 357405, record of Blaine County, Idaho.
6. Per the Plat of Fluid Peak Subdivision there is a 20' Access & Fire Truck Access Easement, as shown hereon.
7. All townhouse unit owners shall have mutual reciprocal easements for existing water, sewer, cable television, telephone, natural gas, and electrical lines over, under, and across their townhouse sublots for repair, maintenance and replacement of those services.
8. There may be a need to haul snow offsite if snow storage on the property within the Common Area Parcel starts to impact the owners of the Sublots. If snow is to be hauled offsite, the Homeowner's Association will be responsible for coordination and associated costs.
9. Roof Overhangs are Not Shown. Roof Overhangs extend into Sublots and the Common Area Parcel. Maintenance of said Roof Overhangs will be the responsibility of the owner, if the overhang is the extension of a Sublot roof, or the Homeowner's Association, if the overhang is the extension of a roof that is part of the common area. Refer to the Declaration for Dollarhide Townhomes for more specific information.
10. Townhouse Declaration, Reciprocal Easement, and Party Wall Declaration is recorded under Instrument Number _____, records of Blaine County, Idaho.
11. During the course of this survey, it was observed that based on the above referenced recorded surveys used in the course of this survey, that a gap may have been created between the southerly boundary of the subject property and the northerly boundary of Sabala Townhomes No. 2. Based on the plat of Sabala Townhomes No. 2, an angle point at the Northwest corner of Sabala Townhomes was created, when the previous plat of Woodlands Subdivision has a northerly boundary that is straight.
12. The current zoning is GR-L. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
13. Detached Garages may not be sold and/or owned separately from any dwelling units within the townhouse development.
14. The Owner/Subdivider is Fluidpeak Properties LLC, an Idaho limited liability company, PO Box 3965, Hailey, ID 83340. The Surveyor/Representative is Mark Phillips, Phillips Land Surveying, PLLC, 941 Cherry Creek Dr., Hailey, ID 83333.



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

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

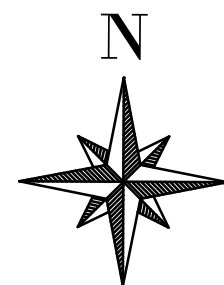
Date

South Central District Health Dept., EHS

DOLLARHIDE TOWNHOMES

PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO

1 OF 3
PROJECT: 2023-115

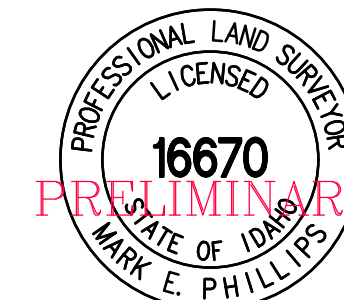
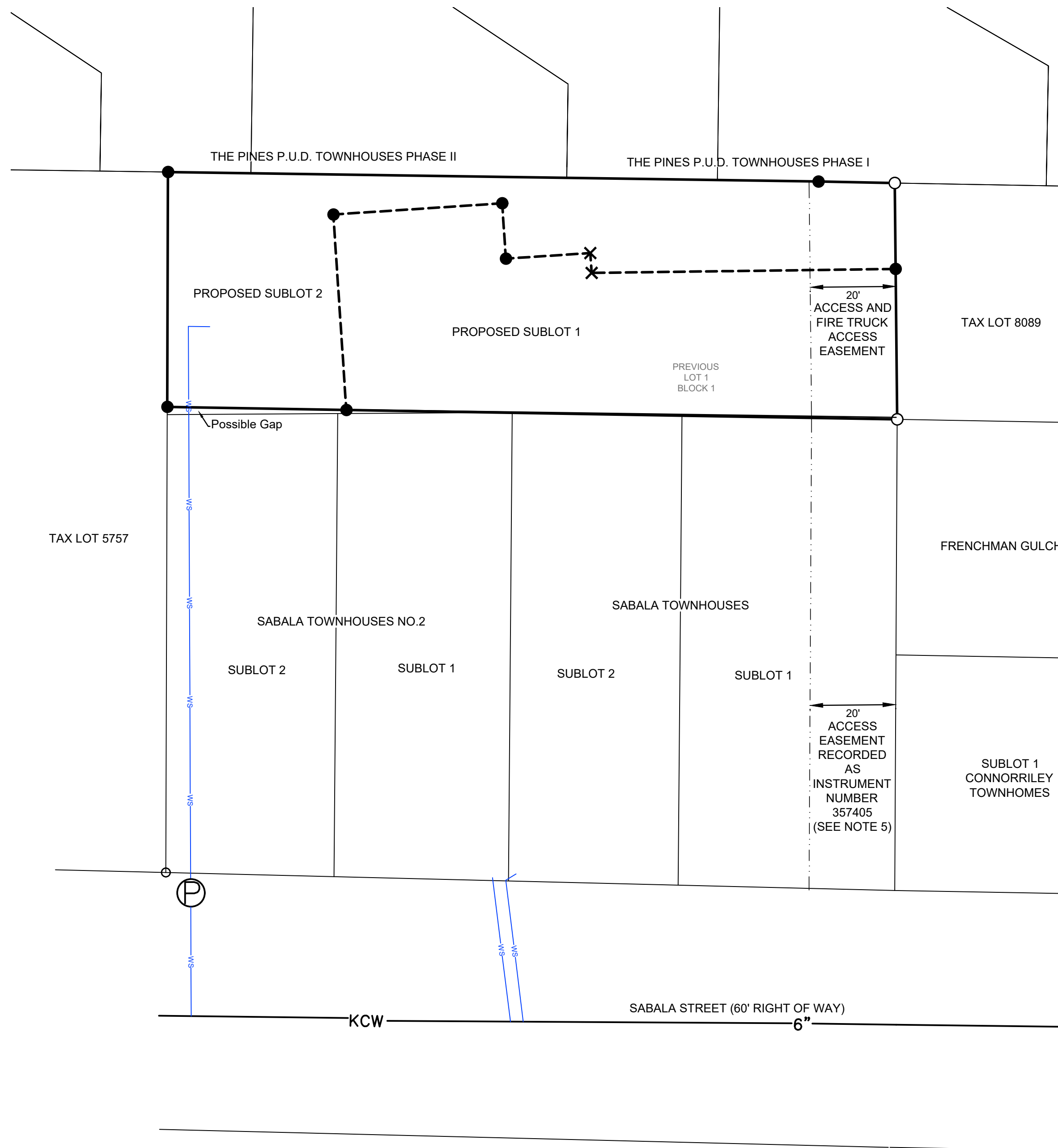


0 20 40 Feet

SCALE: 1" = 20'

A PLAT SHOWING DOLLARHIDE TOWNHOMES

OCTOBER 2024



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

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned is the owner in fee simple of the following described parcels of land:

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

LOT 1, BLOCK 1, OF FLUID PEAK SUBDIVISION

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

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

David Page, Managing Member, Fluidpeak Properties, LLC

ACKNOWLEDGMENT

STATE OF _____ } COUNTY OF _____ } ss

On this ____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared David Page, known or identified to me to be the managing member of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

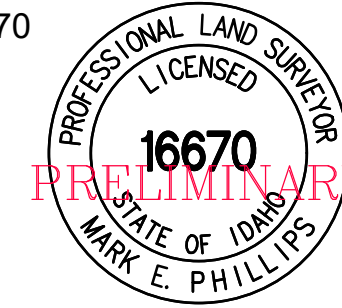
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said State Residing in _____ My Commission Expires _____

SURVEYOR'S CERTIFICATE

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

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



BLAINE COUNTY SURVEYOR'S APPROVAL

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

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

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the ____ day of _____, 2024, this plat was duly accepted and approved.

Trent Donat, City Clerk, City of Ketchum

KETCHUM CITY ENGINEER CERTIFICATE

I, the undersigned, City Engineer, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2024, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Robyn Mattison, City Engineer, City of Ketchum

KETCHUM CITY PLANNER CERTIFICATE

I, the undersigned, Planner, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2024, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Paige Nied, Planner, City of Ketchum

BLAINE COUNTY TREASURER'S APPROVAL

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

Blaine County Treasurer Date _____

BLAINE COUNTY RECORDER'S CERTIFICATE



City of Ketchum

Attachment C: Application and Supplemental Materials – Fluid Peak Subdivision



City of Ketchum
Planning & Building

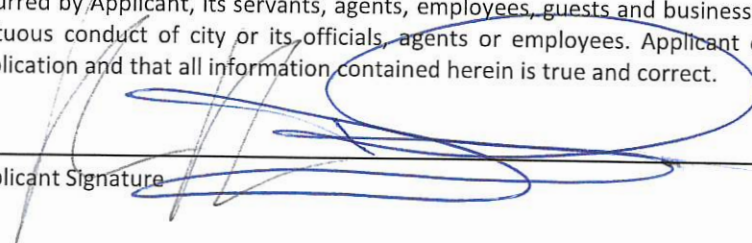
OFFICIAL USE ONLY
Application #: P24-005A
Date Received: 7/17/24
By: GB
Fee Paid: \$2900
Approved Date:
By:

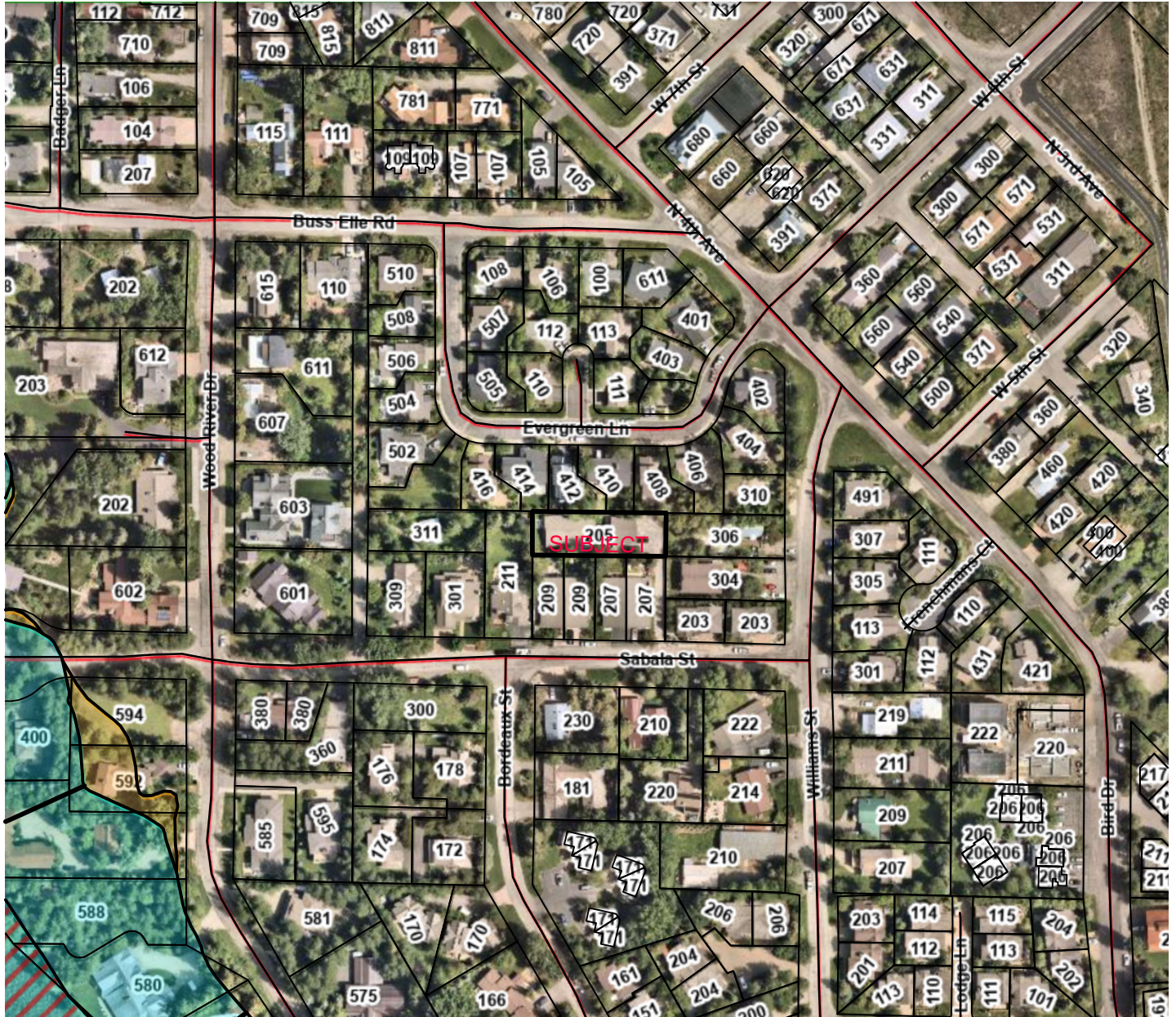
Subdivision Application-Preliminary Plat


Submit completed application and documentation 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.

APPLICANT INFORMATION			
Name of Proposed Subdivision:	DOLLARIDE TOWNHOMES Fluid Peak Subdivision		
Owner of Record:	FLUIDPEAK PROPERTIES, LLC		
Address of Owner:	PO BOX 3965, HAILEY, ID 83333		
Representative of Owner:	MARK PHILLIPS, PHILLIPS LAND SURVEYING, PLLC		
Legal Description:	LOT 1, BLOCK 1, FLUID PEAK SUBD.	RPK	4N17013550
Street Address:	205 SABALA STREET		
SUBDIVISION INFORMATION			
Number of Lots/Parcels:	2 SUBLOTS		
Total Land Area:	+/- 9,359 Sq. Ft. (0.21 Ac.)		
Current Zoning District:	GR-L		
Proposed Zoning District:	GR-L		
Overlay District:			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input checked="" type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet:	N/A		
Easements to be dedicated on the final plat:	MUTUAL RECIPROCAL EASEMENTS FOR EXISTING WATER, SEWER, CABLE, TELEPHONE, GAS, AND POWER		
Briefly describe the improvements to be installed prior to final plat approval:	THE 2 UNITS ARE EXISTING, SO NO IMPROVEMENTS ARE PLANNED AS A PART OF THIS APPLICATION.		
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org			

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

Applicant Signature  Date March 8, 2024




 SCALE: 1" = 200'

PHILLIPS LAND SURVEYING, PLLC

HAILEY, IDAHO
 Phone: (208) 720 - 3760 Email: pls16670.id@gmail.com

A VICINITY MAP SHOWING
TAX LOTS 2329 & 6667

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

PREPARED BY:

MEP 1/10/24

JOB NO. 2023-115

REVISED BY:

1 OF 1



December 18, 2023
Order No.: 841385

RE: 205 Sabala Street, Unit B, Ketchum, ID 83340

Dear Valued Customer,

Thank you for giving Pioneer Title Company the opportunity to serve you. We appreciate your business and will strive to merit the confidence you have shown in us. Please find attached your title commitment. In it, you'll find your preliminary title report with supporting documentation related to the property at 205 Sabala Street, Unit B.

Should you have any questions regarding the documents contained herein including concerns related to exceptions, legal descriptions, or vesting, please contact any one of your Pioneer Title Company team members:

Escrow Officer

Paige McAllister
Ph: (208) 726-6954
Email: pmcallister@pioneertitleco.com

Title Officer

Tyler Gunstream
Ph: (208) 467-0117
Email: tgunstream@pioneertitleco.com

Best Regards,
Your Pioneer Title Co. Team



File No. 841385

Please review the following questions and contact your Escrow Officer or Title Officer if the answer to any is "Yes."

- Are any principals using a Power of Attorney?
- Are any of the parties in title incapacitated or deceased?
- Has a change in marital status occurred for any of the principals?
- Is the property now vested, or will the property be transferred, to a new trust, partnership, or corporation?
- Has any construction or remodeling been done to the property in the last 90 days?

Escrow Officer

Title Officer

Paige McAllister

Tyler Gunstream

Ph: (208) 726-6954

Ph: (208) 467-0117

Email: pmcallister@pioneertitleco.com

Email: tgunstream@pioneertitleco.com

Property Address: 205 Sabala Street, Unit B, Ketchum, ID 83340

Buyer/Borrower:



Seller:

Fluidpeak Properties LLC., an Idaho limited liability company



Title Fees & Breakdown

Policy Issuing Agent For:
Old Republic National Title Insurance Company

File No.: 841385

COVERAGE

Sales Price	\$625,000.00	Owner's Coverage	Standard
Loan Amount		Lender's Coverage	Extended

TITLE POLICY CALCULATIONS FOR DISCLOSURE

Product	CD Disclosed Premiums	Actual Premiums	Premium Adjustments
Loan		\$0.00	(Title Premium Adjustment) \$0.00
Owners	\$2,124.00	\$2,124.00	(Short Term Discount – If Any) \$0.00

OTHER FEES

Owners Endorsements:

Lenders Endorsements:	22-06	\$10.00
	8.1-06	\$10.00
	9-06	\$30.00

Owners Inspection N/A

Owners Additional Chain N/A

Lenders Inspection: N/A

Lenders Additional Chain: N/A

Recording Fees: Deeds \$15.00 (up to 30 pages)
 Deed of Trusts \$45.00 (up to 30 pages)
 For all other documents the rate shall be:
 \$10 for the first page / \$3 each additional page

E-file Fee: An additional \$4.75 per document

CPL Fee: \$25.00

Please contact Tyler Gunstream at tgunstream@pioneertitleco.com or (208) 467-0117 with any questions.

ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation, (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.


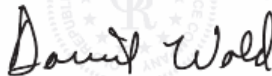
If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Issued By:
Pioneer Title Company of Blaine County
491 N. Main Street, Suite 102
Ketchum, ID 83340

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

*Authorized Agent for Old Republic National
Title Insurance Company*

Authorized Signatory

By  *President*
Attest  *Secretary*

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;

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- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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

Issuing Agent: Pioneer Title Company of Blaine County
Issuing Office: 491 N. Main Street, Suite 102 Ketchum, ID 83340
Issuing Office’s ALTA® Registry ID:
Loan ID Number:
Issuing Office File Number: 841385
Property Address: 205 Sabala Street, Unit B, Ketchum, ID 83340
Revision Number: First Report

SCHEDULE A

1. Commitment Date: December 13, 2023 at 7:30AM

2. Policy to be issued:

	Amount of Insurance	Premiums:
(a) 2021 ALTA Owner’s Policy - Standard	\$625,000.00	\$2,124.00
Proposed Insured: [REDACTED]		
Endorsements:		\$0.00
(b) 2021 ALTA Lender’s Policy - Extended		
Proposed Insured: Colorado Lending Group	\$TBD	\$TBD
Endorsements:		\$50.00
22-06 \$10.00		
8.1-06 \$10.00		
9-06 \$30.00		

3. The estate or interest in the Land at the Commitment Date is: FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:
Fluidpeak Properties LLC, an Idaho limited liability company

5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Pioneer Title Company of Blaine County

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By:

Authorized Signatory

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. This Company will require the enclosed Seller or Borrower Affidavit (regarding State Liens and Indigent Care Services) be signed and returned in order to issue the policy herein.
6. A new survey/plat to be completed prior to closing. Our office requires a copy of the completed survey (when available) and legal description of the property to be sold in this transaction for review prior to drafting any document for closing.

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SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

(Exceptions 1 through 7 will not appear as printed Exceptions on Extended Coverage Policies or the ALTA Homeowners Policy)

8. General taxes for the year 2023, which are liens, the 1st half of which are now due and payable but not delinquent until December 20, 2023, and the 2nd half of which are not delinquent until June 20, 2024.
Parcel No: RPK4N170131550
Amount: \$3,636.18

NOTE: A Property Tax Relief Credit in amount of \$39.90 has been applied resulting in net due of \$3,596.28.

9. Sewer charges and special assessments, if any, for the City of Ketchum.
No search made.

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10. Reservations in United States Patent or State Deeds.
11. Water rights, claims or title to water, whether or not the matters are shown by the public records.
12. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Barry Luboviski, a single man
Recorded: February 20, 1980
Instrument No.: [201396](#)
13. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Barry J. Luboviski
Recorded: March 25, 1980
Instrument No.: [202205](#)
14. An Amendment and Restatement of Access Easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Janet G. Appleton, a married woman dealing with her sole and separate property
Recorded: June 10, 2015
Instrument No.: [627129](#)
15. A Deed of Trust to secure an indebtedness of \$1,475,000.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.
Dated: October 31, 2023
Grantor: Fluidpeak Properties LLC, an Idaho limited liability company
Trustee: Pioneer Title Company of Blaine County
Beneficiary: WJH Family Management LLC, an Idaho limited liability company
Recorded: October 31, 2023
Instrument No.: [703186](#)
16. It is our understanding that a legal description will be submitted which comprises a portion of the land herein described. Under the Exclusions from coverage, any violation of county or city ordinances relating to the subdivision of land will not be covered.
17. Possible matters relating to Exceptions 1 - 7 herein, in connection with any Extended Coverage Policy shown in Schedule A to be issued. Adverse matters, if any, as disclosed by our inspection of the premises will be shown in a supplemental report to this Commitment, or on an updated Commitment, and will be shown as Special Exceptions in any Policy to be issued cleared to the satisfaction of the Company.

End of Exceptions

NOTE: As an accommodation and not part of this Commitment, no liability is assumed by noting the following conveyances describing all or part of the subject property, which have been recorded within the last 24 months:

Deed Type: Warranty Deed
Grantors: Gregory H. Scott and Dorothea M. Cheney, husband and wife

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Grantees: Fluidpeak Properties LLC, an Idaho limited liability company
Dated: October 20, 2023
Recorded Date: October 31, 2023
Instrument::

NOTE: We have searched for tax liens and judgments against [REDACTED] and find the following in the public records:

NONE

NOTE: The County Records and/or the City Engineer's Office show the address to be:

205 Sabala Street, Unit B, Ketchum, ID 83340

NOTE: There is no notice of record and therefore no search has been made for any unpaid assessments, charges, or fees for sewer, water, garbage, irrigation, or other possible utility services.

NOTE: If the proposed insured under the Policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation.

NOTE: Pursuant to the State of Idaho insurance regulations, a cancellation fee may be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

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EXHIBIT A

PARCEL I:

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 13: A parcel of land within said Section 13 and more particularly described as follows:
COMMENCING at the 1937 Center quarter corner; thence 590.00 feet East; thence 925.00 feet South;
thence 380.00 feet East to the TRUE POINT OF BEGINNING; thence
East 150.00 feet; thence
South 55.00 feet; thence
West 150.00 feet; thence
North 55.00 feet to the TRUE POINT OF BEGINNING.
(TL 2329)

PARCEL II:

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 13: A parcel of land within said Section 13 and more particularly described as follows:
COMMENCING at the Northwest corner of Lot 4 of said Section 13; thence
North 21°33'30" West, 520.91 feet to the TRUE POINT OF BEGINNING; thence
South 0°11'27" East, 55.00 feet; thence
South 89°15'27" East, 20.00 feet; thence
North 0°11'27" West, 55.00 feet; thence
North 89°15'27" West, 20.00 feet to the TRUE POINT OF THE BEGINNING.
(TL 6667)

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FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
--------------	--

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

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For our affiliates’ everyday business purposes — information about your creditworthiness	No	We don’t share
For our affiliates to market to you	No	We don’t share
For non-affiliates to market to you	No	We don’t share

Questions?	Go to www.oldrepublictitle.com (Contact Us)
-------------------	---

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver’s license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can’t I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates’ everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at policy for your rights under state law.</p>

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Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

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

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File No. 841385

AFFIDAVIT AND INDEMNITY FOR SELLER OR BORROWER

State of Idaho
County of Blaine

Subject Property: 205 Sabala Street, Unit B, Ketchum, ID 83340

See Exhibit A attached hereto and made a part hereof.

Before me, the undersigned authority on this day personally appeared Fluidpeak Properties LLC., an Idaho limited liability company, personally known to me to be the person(s) whose name(s) is/are subscribed hereto and upon his/her/their oath(s) depose(s) and say(s) that no proceedings in bankruptcy or receivership have been instituted by or against him/her/them or the entity he/she/them represent(s) and, if it applies, that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser, lender, Old Republic National Title Insurance Company and/or Pioneer Title Company in this transaction that there are:

- 1. No loans or liens (including Federal or State Liens, Judgment Liens, Child Support Liens or Medical Assistance Liens) and no unpaid governmental or association taxes or assessments of any kind on such property, other than items being paid through this transaction, except the following:

If none, state "NONE"

Creditor Approximate Amount

Horizontal line separator

- 2. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennas, carpeting, rugs, lawn sprinkling systems, blinds, window shades, draperies, electric appliances, fences, street paving or any personal property or fixtures that are located on the subject described above, and that no such items have been purchased on time payment contracts and there are no security interests on such property secured by financing statement, security agreement or otherwise, other than items being paid through this transaction except the following:

If none, state "NONE"

Secured Party Approximate Amount

Horizontal line separator

- 3. There are no unpaid obligations for labor and material used in the construction of improvements or repairs on the above-described property and there are now no unpaid labor or material claims against the improvements or the land upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied.

If none, state "NONE"

True _____ False _____ (If false, please list below)

Laborer or Material Supplier Approximate Amount Owed

Horizontal line separator

4. No assistance has been provided to the undersigned or any of their legal dependents and no application for assistance for indigent care has been made in the last 31 days to the County, nor will the same be made by the undersigned pursuant to Idaho Code 31-3504.

True _____ False _____

5. Parties in possession of the above-described land is/are the affiant(s).

True _____ False _____ - If false, the parties in possession are:

_____ under (check applicable occupancy agreement)

___ Option to purchase

___ Lease with term of _____

___ Rental

___ Other (please explain) _____

(To be completed by seller in a sales transaction)

Office Address, if seller is a business entity: _____

Home Address, if seller is a non-business entity: _____

INDEMNITY: I agree to pay on demand to the purchaser, lender, Pioneer Title Company, and/or Old Republic National Title Insurance Company in this transaction, their successors and assigns, all amount secured by any and all liens not shown above, together with all costs, losses and attorney's fees that said parties may incur in connection with such unmentioned liens and not shown in accompanying commitment. Provided said liens either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, known by me, or have an inception date prior to the consummation of this transaction.

I realize that the purchaser, lender, Pioneer Title Company and/or Old Republic National Title Insurance Company in this transaction are relying on the representations contained herein in purchasing same, lending money, insuring title thereon and would not purchase same, lend money or issue title insurance unless said representations were made. If seller or borrower is an entity, I have authority to sign on its behalf.

Fluidpeak Properties LLC., an Idaho limited liability company

By: _____
Rachel M. Crus, Member

By: _____
David Page, Member

State of _____, County of _____

Sworn to and subscribed before me this _____ day of _____, 2023

Notary: _____

Residing At: _____

Commission Expires: _____

EXHIBIT A

PARCEL I:

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 13: A parcel of land within said Section 13 and more particularly described as follows:

COMMENCING at the 1937 Center quarter corner; thence 590.00 feet East; thence 925.00 feet South; thence 380.00 feet East to the TRUE POINT OF BEGINNING; thence

East 150.00 feet; thence

South 55.00 feet; thence

West 150.00 feet; thence

North 55.00 feet to the TRUE POINT OF BEGINNING.

(TL 2329)

PARCEL II:

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 13: A parcel of land within said Section 13 and more particularly described as follows:

COMMENCING at the Northwest corner of Lot 4 of said Section 13; thence

North $21^{\circ}33'30''$ West, 520.91 feet to the TRUE POINT OF BEGINNING; thence

South $0^{\circ}11'27''$ East, 55.00 feet; thence

South $89^{\circ}15'27''$ East, 20.00 feet; thence

North $0^{\circ}11'27''$ West, 55.00 feet; thence

North $89^{\circ}15'27''$ West, 20.00 feet to the TRUE POINT OF THE BEGINNING.

(TL 6667)



Parcel Number

RPK4N170131550

Property Year

2023

Legal Description
 KETCHUM
 FR NWSE TL 2329, TL 6667
 SEC 13 4N 17E

Tax Code Area 003-000

Property Address
 205 SABALA ST
 KETCHUM ID 83340

Parcel Status Active
 Property Type Real Property
 Sub Type

Owner/Contact Name
 FLUIDPEAK PROPERTIES LLC

Type OWNER Relationship BUSINESS Owner% HOE 100.00%

Mailing Address
 PO BOX 3965
 HAILEY ID 83333

Land Group
 KETCHUM TOWNSITE
 Township 4N Range 17E Section 13
 Location Code EERS
 Parcel Type
 Zoning

Associated Parcels
 None

Building Permits
 None

Reappraisal Year 2019
 Inspection Date 11/29/2018
 Appraiser Initials TLR

Parcel Exemption: None

CB: No NC: No

Tax Certification District Roll Type Units Amount

Instrument	Eff Date	Action	Source	Target	Comments
703185	10/31/2023	Ownership	2023		
641307	02/01/2017	Ownership	2017		
627129	06/10/2015	No Action	2015		

SCC	CHARACTERISTIC			ROLLS			ACRES	VALUATION SUMMARY			URBAN RENEWAL	
	Type	Suffix	Description	Assessed	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Value	Net Taxable Base	Net Taxable Incr
20	LAND			PRIMARY	NO	E	0.214	\$ 588,658	\$ --	\$ 588,658	--	--
41	RES	1	DUPLEX #A	PRIMARY	NO	E		\$ 255,095	\$ --	\$ 255,095	--	--
	RES	2	DUPLEX #B	PRIMARY	NO	E		\$ 155,291	\$ --	\$ 155,291	--	--
TOTALS:							0.214	\$ 999,044	--	\$ 999,044	--	--

ROLL STATUS: E Equalized (Final)

**BLAINE COUNTY TREASURER****OHN DAVID DAVIDSON**

219 1ST AVE SOUTH SUITE 102

HAILEY ID 83333

TELEPHONE: 208 788-5530

TAX MASTER INQUIRY**PARCEL NUMBER****RPK4N170131550****TAX CODE AREA**

003-000

LEGAL DESCRIPTION

KETCHUM

FR NWSE TL 2329, TL 6667

SEC 13 4N 17E

PRIMARY PROPERTY ADDRESS

205 SABALA ST

KETCHUM ID 83340

FLUIDPEAK PROPERTIES LLC

PO BOX 3965

HAILEY ID 83333

BALANCE DUE	INTEREST DATE 12/18/2023
\$ 3,59 .2	BALANCE AS OF 12/18/2023 9:18 a
TOTAL	

Tax Year Assessment Roll

Bill Number: 409036

2023 PRIMARY **FIRST HALF** **SECOND HALF** **FULL YEAR****VALUATION**

TAX / CERTIFICATION	FIRST HALF	SECOND HALF	FULL YEAR
Charges	\$ 1,818.09	\$ 1,818.09	\$ 3,636.18
Ad st ents	\$ 0	\$ 0	\$ 0
Pay ents	\$ -19.95	\$ -19.95	\$ -39.90

TAXABLE VALUE: \$ 999,044

LATE CHARGE	FIRST HALF	SECOND HALF	FULL YEAR
Charges/Ad st ents	\$ 0	\$ 0	\$ 0
Pay ents	\$ 0	\$ 0	\$ 0

CHARGES

Tax Code Area: 003-000 Le y: 0.003639652

Tax Charge: \$ 3,636.18

Certifications: \$ 0

TOTAL CHARGES: \$ 3, 3 .1

FEES	FIRST HALF	SECOND HALF	FULL YEAR
Charges/Ad st ents	\$ 0	\$ 0	\$ 0
Pay ents	\$ 0	\$ 0	\$ 0

INTEREST	FIRST HALF	SECOND HALF	FULL YEAR
Charges/Ad st ents	\$ 0	\$ 0	\$ 0
Pay ents	\$ 0	\$ 0	\$ 0

AMOUNT DUE	FIRST HALF	SECOND HALF	FULL YEAR
\$ 1,79 .14	\$ 1,79 .14	\$ 3,59 .2	

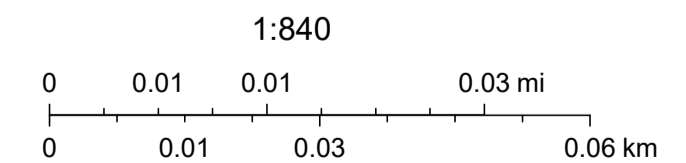
The amount due shown here is as of 9:18 am on December 18, 2023, with interest calculated to December 18, 2023.

Blaine County GIS



10/17/2023, 11:59:31 AM

- Sections
- Townships
- 1/4 Sections
- Parcels
- Roads



Blaine County GIS

Instrument # 703185

HAILEY, BLAINE, IDAHO
10-31-2023 2:30:23 PM No. of Pages: 2
Recorded for: PIONEER TITLE CANYON - CALDWELL
STEPHEN MCDUGALL GRAHAM Fee: \$15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile



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

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

File No. 841211 /TG

WARRANTY DEED

For Value Received Gregory H. Scott and Dorothea M. Cheney, husband and wife
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Fluidpeak Properties LLC., an Idaho limited liability company
hereinafter referred to as Grantee, whose current address is PO Box 3965 Hailey, ID 83333

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

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

Dated: October 20, 2023

Gregory H. Scott

Dorothea M. Cheney

State of Idaho, County of Teton

This record was acknowledged before me on October 20, 2023 by Gregory H. Scott and Dorothea M. Cheney.

Signature of notary public
Commission Expires: Jan 11, 2027

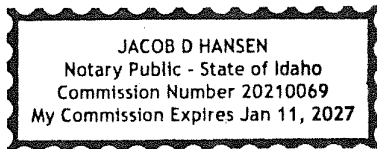


EXHIBIT A

PARCEL I:

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SECTION 13: A parcel of land within said Section 13 and more particularly described as follows:

COMMENCING at the 1937 Center quarter corner; thence 590.00 feet East; thence 925.00 feet South; thence 380.00 feet East to the TRUE POINT OF BEGINNING; thence East 150.00 feet; thence South 55.00 feet; thence West 150.00 feet; thence North 55.00 feet to the TRUE POINT OF BEGINNING.
(TL 2329)

PARCEL II:

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

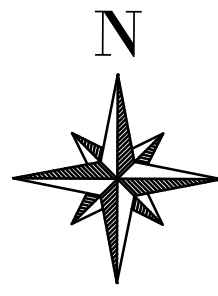
SECTION 13: A parcel of land within said Section 13 and more particularly described as follows:

COMMENCING at the Northwest corner of Lot 4 of said Section 13; thence North 21°33'30" West, 520.91 feet to the TRUE POINT OF BEGINNING; thence South 0°11'27" East, 55.00 feet; thence South 89°15'27" East, 20.00 feet; thence North 0°11'27" West, 55.00 feet; thence North 89°15'27" West, 20.00 feet to the TRUE POINT OF THE BEGINNING.
(TL 6667)



City of Ketchum

Attachment D: Preliminary Plat – Fluid Peak Subdivision



0 10 20 Feet

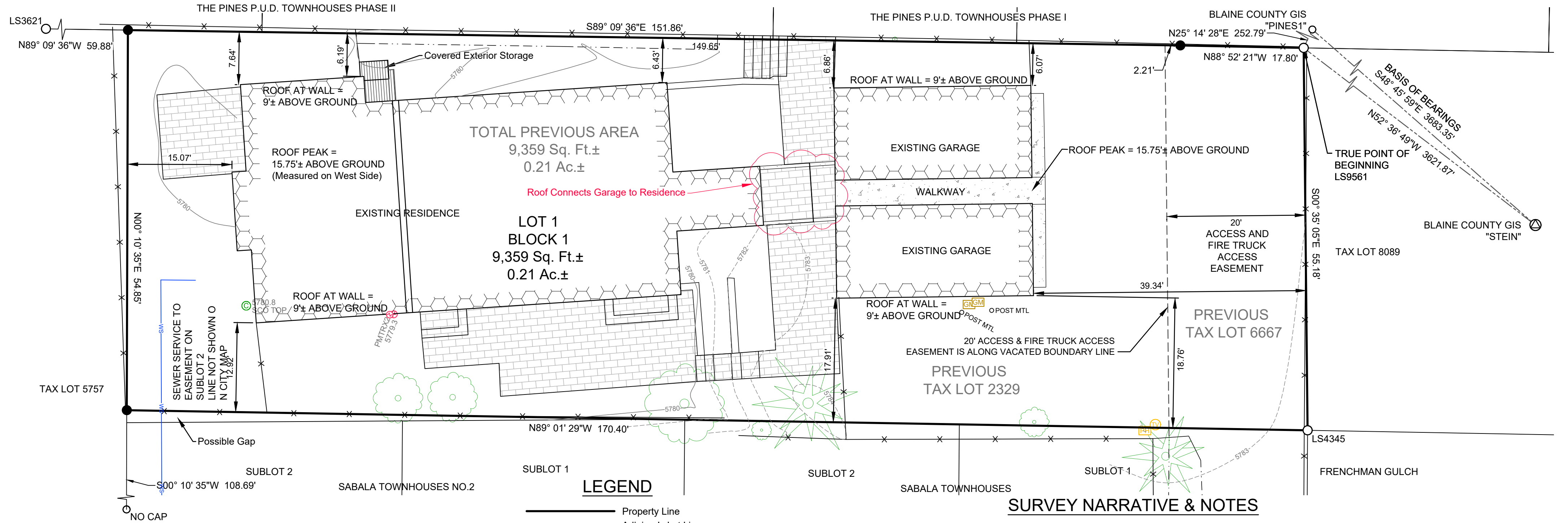
SCALE: 1" = 10'

A PLAT SHOWING

FLUID PEAK SUBDIVISION

WHEREIN THE COMMON BOUNDARY LINE BETWEEN TAX LOT 2329 & TAX LOT 6667 IS VACATED, AS SHOWN HEREON
LOCATED WITHIN SECTION 13, T.4 N., R. 17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

OCTOBER 2024

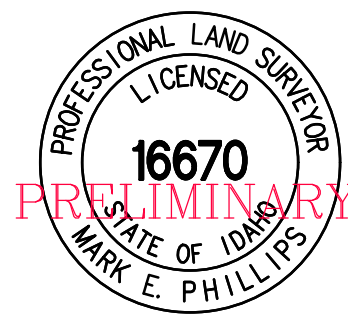


LEGEND

- Property Line
- - - Adjoiner's Lot Line
- - - Proposed Property Line
- - - Previous Lot Line
- WS Water Service Line per City Utility Map
- KCW City Water Line per City Utility Map
- - - 20' Access Easement (See Note 5)
- - - Fence Line
- - - GIS Tie Line
- ⊙ Found Aluminum Cap on 5/8" Rebar
- Found 5/8" Rebar
- Found 1/2" Rebar
- 5/8" Rebar to be Set, PLS 16670
- ⊗ Copper Plug with Magnet to be Set in Concrete
- [Pavement Pattern] Pavers
- [Concrete Pattern] Concrete
- [Deck Pattern] Deck
- [Structure Pattern] Existing Structure
- - - 1' Contour Interval
- - - 5' Contour Interval
- Wall Line
- ⊕ Cable Television Riser
- ⊕ Power Meter
- ⊕ Telephone Riser
- ⊕ Gas Meter
- ⊕ Sewer Cleanout
- ⊕ Deciduous Tree
- ⊕ Coniferous Tree

SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found during the boundary retracement of Tax Lot 2329 & Tax Lot 6667 and vacate the common boundary line between said tax lots, as shown hereon. The Boundary shown is based on found Lot Corner Monuments, Warranty Deed, Instrument Number 703185, records of Blaine County Idaho. All found monuments have been accepted. The missing property corners will be set based on proportioning record distances between found monuments. Additional documents used in the course of this survey include Warranty Deed Instrument Number 688050, a Record of Survey for Tax Lot 3726, Instrument Number 548985, Sabala Townhouses, Instrument Number 357405, Sabala Townhouses No. 2, Instrument Number 378057, the plat of Woodlands Subdivision, Instrument Number 202987, The Pines P.U.D. Subdivision, Instrument Number 306516, The Pines P.U.D. Townhouses Phase 1, Instrument Number 313977, The Pines P.U.D. Townhouses Phase II, Instrument Number 322907, and the plat of Frenchman Gulch, Instrument Number 166124, all records of Blaine County, Idaho.
2. The distances shown are measured. Refer to the above referenced documents for the previous record data.
3. Unless specifically shown hereon, this survey does not claim to reflect any of the following, which may be applicable to the subject real property, including but not limited to: Building Setbacks, Ditches, Easements, Encroachments, Natural Hazards, Covenants, Conditions, and Restrictions, Subdivision Restrictions, Wetlands, Zoning or any other Land Use Regulation.
4. A Lot Book Guarantee for the subject property has been issued by Pioneer Title Company of Blaine County, File Number 841385, with a Commitment Date of December 13, 2023. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said policy. Some of the encumbrances and easements listed in the title report are NOT plotted hereon. Review of the specific documents listed in said policy is required, if further information is desired.
5. There is a twenty foot (20') Access Easement within Sublot 1, Sabala Townhouses, as shown on the said plat of Sabala Townhouses, and also referenced in the title report listed above. See Page 2 for map showing Sabala Street Right of Way and said 20' Access Easement within Sabala Townhouses, to the subject property. Said 20' Access Easement is filed under Instrument Number 357405, record of Blaine County, Idaho.
6. There may be a need to haul snow offsite if snow storage on the property within the Common Area Parcel starts to impact the owners of the Sublots. If snow is to be hauled offsite, the Homeowner's Association will be responsible for coordination and associated costs.
7. During the course of this survey, it was observed that based on the above referenced recorded surveys used in the course of this survey, that a gap may have been created between the southerly boundary of the subject property and the northerly boundary of Sabala Townhomes No. 2. Based on the plat of Sabala Townhomes No. 2, an angle point at the Northwest corner of Sabala Townhomes was created, when the previous plat of Woodlands Subdivision has a northerly boundary that is straight.
8. The current zoning is GR-L. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
9. The Owner/Subdivider is Fluidpeak Properties LLC, an Idaho limited liability company, PO Box 3965, Hailey, ID 83340. The Surveyor/Representative is Mark Phillips, Phillips Land Surveying, PLLC, 941 Cherry Creek Dr., Hailey, ID 83333.



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

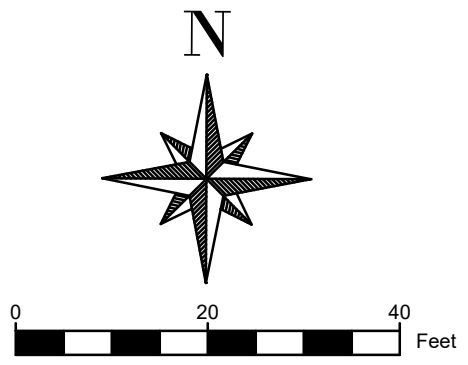
HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date

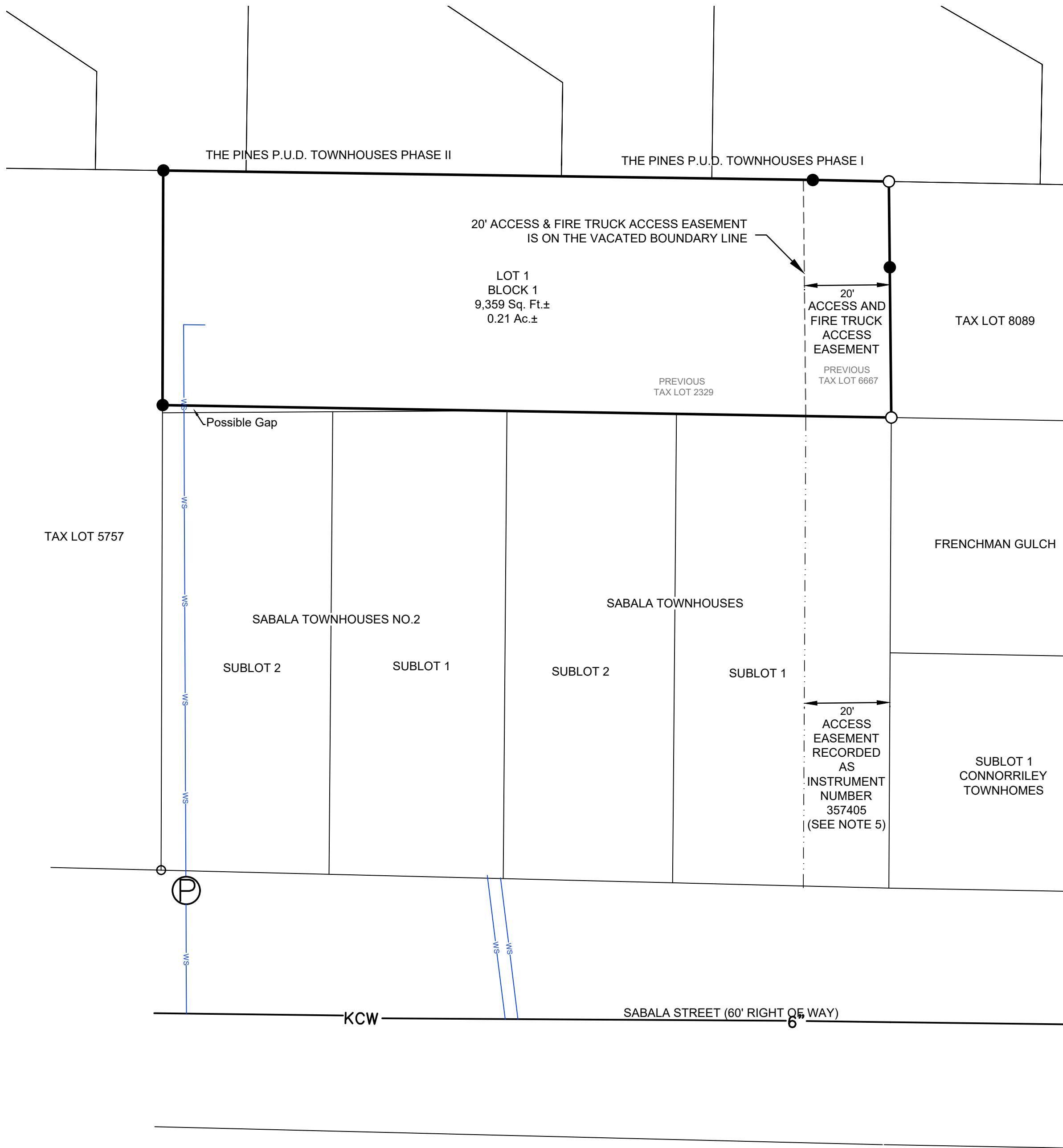
South Central District Health Dept., EHS

A PLAT SHOWING
FLUID PEAK SUBDIVISION

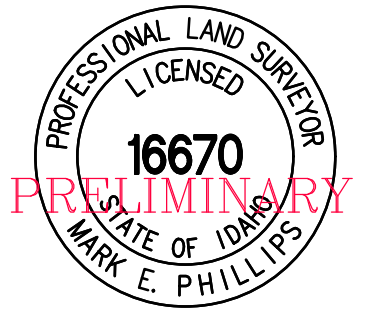
OCTOBER 2024



SCALE: 1" = 20'



SEE PAGE 1 FOR LEGEND,
SURVEY NARRATIVE & NOTES



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

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned is the owner in fee simple of the following described parcels of land:

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

TAX LOT 2329 & TAX LOT 6667, WITH THE EXTERIOR BOUNDARY OF THE TWO COMBINED TAX LOTS BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT A 5/8" REBAR BY LS4345, MARKING THE NORTHEAST CORNER OF SABALA TOWNHOMES, ALSO BEING THE SOUTHEAST CORNER OF TAX LOT 6667, FROM WHICH BLAINE COUNTY GIS CONTROL POINT "STEIN", MARKED BY AN ALUMINUM CAP ON A 5/8" REBAR, LIES S52°36'49"E, 3621.87 FEET DISTANT, AND SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE N89°01'29"W, 170.40 FEET;

THENCE N00°10'35"E, 154.85 FEET;

THENCE S89°09'36"E, 151.86 FEET;

THENCE S88°52'21"E, 17.80 FEET;

THENCE S00°35'05"E, 155.18 FEET, TO THE TRUE POINT OF BEGINNING, CONTAINING 9,359 Sq. Ft. (0.21 Ac.), MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

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

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

David Page, Managing Member, Fluidpeak Properties, LLC

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared David Page, known or identified to me to be the managing member of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

Notary Public in and for said State

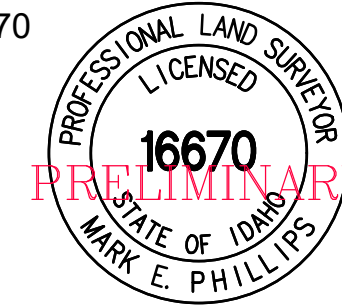
Residing in _____

My Commission Expires _____

SURVEYOR'S CERTIFICATE

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

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



BLAINE COUNTY SURVEYOR'S APPROVAL

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

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

Date _____

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the ____ day of _____, 2024, this plat was duly accepted and approved.

Trent Donat, City Clerk, City of Ketchum

KETCHUM CITY ENGINEER CERTIFICATE

I, the undersigned, City Engineer, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2024, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Robyn Mattison, City Engineer, City of Ketchum

KETCHUM CITY PLANNER CERTIFICATE

I, the undersigned, Planner, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2024, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Paige Nied, Planner, City of Ketchum

BLAINE COUNTY TREASURER'S APPROVAL

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

Blaine County Treasurer

Date _____

BLAINE COUNTY RECORDER'S CERTIFICATE



City of Ketchum

**Attachment E:
Draft Findings of Fact,
Conclusions of Law, and
Decision – Fluid Peak
Subdivision Preliminary Plat**



**City of Ketchum
Planning & Building**

IN RE:)	
)	
Fluid Peak Subdivision)	KETCHUM PLANNING & ZONING COMMISSION
Subdivision – Preliminary Plat)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: October 8, 2024)	DECISION
)	
File Number: P24-005A)	

PROJECT: Fluid Peak Subdivision

APPLICATION TYPE: Subdivision Preliminary Plat

FILE NUMBER: P24-005A

REPRESENTATIVE: Mark Phillips, Phillips Land Surveying PLLC

OWNER: Fluidpeak Properties LLC

LOCATION: 205 Sabala Street (Tax Lot 2329 & Tax Lot 6667)

ZONING: General Residential Low Density (GR-L)

RECORD OF PROCEEDINGS

The City of Ketchum received the Subdivision Preliminary Plat application on July 17, 2024. Following the receipt of the application, staff routed the application materials to all city departments for review. The city department comments were provided on August 6, 2024. The applicant submitted revised plans on August 19, 2024. As of the date of this letter, all department comments have been resolved or addressed through conditions of approval recommended below.

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 25, 2024. The notice was published in the Idaho Mountain Express on September 25, 2024. A notice was published on the city’s website on September 25, 2024, and a notice was posted on the project site on October 1, 2024.

The Planning and Zoning Commission considered the Subdivision Preliminary Plat application (File No. P24-005A) during their regular meeting on October 8, 2024. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Planning & Zoning Commission recommended approval of the application to the City Council.

FINDINGS OF FACT

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

BACKGROUND

The applicant is proposing to consolidate two tax lots, Tax Lot 2329 and Tax Lot 6667, into one lot (the “project”). This project is located at 205 Sabala Street (the “subject property”) and is zoned General Residential – Low Density (GR-L). The subject property was developed in 1978 with a structure containing two dwelling units and two detached garages, that are connected to the primary residence by a roof overhang. The structure is existing and no improvements to the site are proposed at this time.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements					
Compliant					
Yes	No	N/A	City Code	City Standards	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.	
			<i>Commission Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on January 23, 2024.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.	
			<i>Commission Findings</i>	The subdivision application was deemed complete on August 30, 2024.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.	
			<i>Commission Findings</i>	This standard is met as shown on Sheet 1 the preliminary plat.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.	
			<i>Commission Findings</i>	As shown on the preliminary plat, the subdivision is named “Fluid Peak Subdivision” which is not the same as any other subdivision in Blaine County, Idaho.	

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Commission Findings</i>	As shown on the preliminary plat, the owner and subdivider is Fluidpeak Properties LLC. The preliminary plat was prepared by Mark Phillips of Phillips Land Surveying, PLLC.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .4	Legal description of the area platted.
			<i>Commission Findings</i>	This standard is met as shown on the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Commission Findings</i>	The preliminary plat indicates the boundary lines of the adjoining lots including townhouse lots and tax lots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Commission Findings</i>	The preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat shows the outline of the existing residence and detaches garages. Sheet 2 indicates the 60-foot-wide Sabala Street right-of-way and the existing 20-foot-wide access easement on Sublot 2 of the Sabala Townhomes recorded as Instrument Number 357405.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .8	Boundary description and the area of the tract.
			<i>Commission Findings</i>	The preliminary plat provides the boundary description of the area and includes square footage and acreage of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .9	Existing zoning of the tract.
			<i>Commission Findings</i>	Plat note #8 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat shows the locations and lot lines for proposed Lot 1. Sheet 1 also indicates the new 20-foot-wide access and fire access easement. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			<i>Commission Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat indicates the water and wastewater lines serving the lot.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .13	The direction of drainage, flow and approximate grade of all streets.
			<i>Commission Findings</i>	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			<i>Commission Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .21	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Commission Findings</i>	This standard does not apply as no additional tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .22	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			<i>Commission Findings</i>	This standard is not applicable as the preliminary plat is for the consolidation for two tax lots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .15	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Commission Findings</i>	The project plans include a vicinity map sheet that satisfies this requirement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .16	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Commission Findings</i>	This standard is not applicable as the subject property is not located within the floodplain, floodway, or avalanche zone.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .17	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Commission Findings</i>	This standard is not applicable as the subject property is not located within the floodplain, floodway, or avalanche zone.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .18	Lot area of each lot.

			Commission Findings	As shown on Sheet 1 of the preliminary plat, the total area of proposed Lot 1 is 9,359 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .19	Existing mature trees and established shrub masses.
			Commission Findings	As shown on the preliminary plat, there are a variety of trees and shrubs existing on the property and within the right-of-way.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .23	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			Commission Findings	As part of the application materials, the applicant provided a title report issued by Pioneer Title Co. dated December 18, 2023, and a warranty deed issued by Pioneer Title Co. dated October 31, 2023.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .24	A digital copy of the preliminary plat shall be filed with the administrator.
			Commission Findings	The City of Ketchum received a digital copy of the Fluid Peak Subdivision preliminary plat at the time of application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Commission Findings	No improvements are required or proposed for this application. The subject property does not include any watercourses, rock outcroppings, shrub masses, or historic areas.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			Commission Findings	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending

				upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	Lot Requirements: <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall

			<p>be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
		<p>Commission Findings</p>	<ol style="list-style-type: none"> 1. Proposed Lot 1 is 9,359 square feet in size, which exceeds the minimum 8,000 square feet required for the GR-L. The lot width is 55 feet, less than the required 80 feet width for lots in the GR-L zone. The existing structure meets minimum setback requirements in the GR-L for the front, sides, and rear. 2. The subject property is not within the floodplain or Avalanche Zone. 3. The subject property is a not a corner lot. 4. The newly created lot line is within 20 degrees to a right angle to the street lot line along Sabala Street. 5. The subject property is not a double frontage lot. 6. Proposed Lot 1 has a minimum of 20 feet of legal access to Sabala Street via a 20-foot-wide access easement on the Sabala Townhomes Sublot 1 recorded as instrument number 357405.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
<i>Commission Findings</i>			This standard does not apply as no new blocks are being created.	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the

			<p>subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall</p>
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				<p>be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<i>Commission Findings</i>	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Commission Findings</i>	This standard does not apply as the subject property is not adjacent to an alley.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the</p>

				<p>council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Commission Findings</i>	<p>A 20-foot-wide access easement exists on Sublot 1 of the Sabala Townhomes recorded as Instrument Number 357405 to provide access for the subject property to Sabala Street. A new 20-foot-wide access and fire truck access easement is dedicated on the preliminary plat, which is a continuation of the existing access easement. Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider.</p> <p>Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Commission Findings</i>	<p>This standard does not apply as this application does not create a new subdivision. The subject property is connected to the City of Ketchum sewer system main found in Sabala Street.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the</p>

				<p>supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Commission Findings</i>	<p>This standard does not apply as this application does not create a new subdivision. The subject property is connected to the City of Ketchum water system main found in Sabala Street.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<i>Commission Findings</i>	<p>This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to proposed Lot 1.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.

			<p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<p><i>Commission Findings</i></p> <p>This standard does not apply as this application is the subdivision of an existing lot and no drainage improvements to the site are required or proposed.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.O</p> <p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all</p>

				subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			<i>Commission Findings</i>	This standard does not apply as this application is the subdivision of an existing lot and no improvements to the site are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Commission Findings</i>	All utilities are existing and are located underground per the KMC requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Commission Findings</i>	This standard does not apply as this application is the subdivision of an existing lot and no improvements to the site are proposed therefore it will not create additional traffic

CONCLUSIONS OF LAW

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

DECISION

THEREFORE, the Commission **recommends approval** of the Fluid Peak Subdivision Preliminary Plat Application File No. P24-005A to City Council this Tuesday, October 8, 2024, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 8th day of October 2024.

Neil Morrow, Chair
City of Ketchum
Planning and Zoning Commission



City of Ketchum

**Attachment F:
Draft Findings of Fact,
Conclusions of Law, and
Decision – Dollarhide
Townhomes Preliminary Plat**



**City of Ketchum
Planning & Building**

IN RE:)	
)	
Dollarhide Townhomes)	KETCHUM PLANNING & ZONING COMMISSION
Townhouse Subdivision – Preliminary Plat)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: October 8, 2024)	DECISION
)	
File Number: P24-005)	

PROJECT: Dollarhide Townhomes

APPLICATION TYPE: Townhouse Subdivision Preliminary Plat

FILE NUMBER: P24-005

REPRESENTATIVE: Mark Phillips, Phillips Land Surveying PLLC

OWNER: Fluidpeak Properties LLC

LOCATION: 205 Sabala Street (Tax Lot 2329 & Tax Lot 6667)

ZONING: General Residential Low Density (GR-L)

RECORD OF PROCEEDINGS

The City of Ketchum received the Townhouse Subdivision Preliminary Plat application for the project on January 23, 2024. Following the receipt of the application, staff routed the application materials to all city departments for review. The city department comments were provided on February 20, 2024, and August 6, 2024. The applicant submitted revised plans on March 11, 2024, and August 19, 2024. As of the date of this letter, all department comments have been resolved or addressed through conditions of approval recommended below.

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 25, 2024. The notice was published in the Idaho Mountain Express on September 25, 2024. A notice was published on the city’s website on September 25, 2024, and a notice was posted on the project site on October 1, 2024.

The Planning and Zoning Commission considered the Dollarhide Townhomes Preliminary Plat application (File No. P24-005) during their regular meeting on October 8, 2024. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Planning & Zoning Commission recommended approval of the application to the City Council.

FINDINGS OF FACT

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

BACKGROUND

The applicant is proposing to subdivide the Fluid Peak Subdivision Lot 1 into two townhouse sublots (the “project”). This project is located at 205 Sabala Street (the “subject property”) and is zoned General Residential – Low Density (GR-L). The subject property is developed was developed in 1978 with a structure containing two dwelling units and two detached garages, that are connected to the primary residence by a roof overhang. The structure is existing and no improvements to the site are proposed at this time.

FINDINGS REGARDING COMPLIANCE WITH TOWNHOUSE SUBDIVISION REQUIREMENTS

Townhouse Plat Requirements				
Compliant			Standards	
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.B	<p>Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.</p>
			<i>Commission Findings</i>	The application materials included a copy of the Declaration for the Dollarhide Townhomes.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	<p>Preliminary Plat Procedure: Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection.</p> <p>All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.</p>
			<i>Commission Findings</i>	A design review application was not submitted and no improvements to the site are proposed at this time. The applicant submitted a townhouse subdivision application to create two townhouse sublots on the subject property. The application was reviewed and approved by the Planning and Zoning Commission during their regular meeting on October 8, 2024.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.2	The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17,

				chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.
			<i>Commission Findings</i>	A design review application was not submitted and no improvements to the site are proposed at this time. The applicant submitted a townhouse subdivision application to create two townhouse sublots on the subject property. The application was reviewed and approved by the Planning and Zoning Commission at the October 8, 2024, meeting.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.3	The preliminary plat, other data, and the commission's findings may be transmitted to the council prior to commencement of construction of the project under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.
			<i>Commission Findings</i>	N/A – No improvements to the site are proposed with this application, therefore, no construction will occur.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.4	In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.
			<i>Commission Findings</i>	N/A – A phased townhouse development is not proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	D. Final Plat Procedure: 1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either: a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or b. Signed council approval of a phased development project consistent with §16.04.110 herein. 2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.
			<i>Commission Findings</i>	Following City Council approval of the preliminary plat application, the Dollarhide Townhomes Final Plat Subdivision application will follow all procedures as outlined in Title 16 of the Ketchum Municipal Code.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.1	Required Findings: In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.
			<i>Commission Findings</i>	The maximum building coverage in the GR-L zone district is 35% of the lot. The subject property is 9,359 square feet. The existing development has a

				building coverage of 2,929 square feet. This results in a total building coverage of 31% of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.2	Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.
			<i>Commission Findings</i>	The two existing detached garages are indicated on Sheet 1 of the preliminary plat. Plat note #13 states that the detached garages may not be sold and/or owned separately from any dwelling unit within the townhouse development.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.3	General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)
			<i>Commission Findings</i>	During department review of the subdivision application, staff reviewed the project for compliance with the zoning regulations, dimensional standards, and development standards for the City of Ketchum. As conditioned, the townhouse subdivision application meets all applicable regulations.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements				
Compliant			City Code	City Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Commission Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on January 23, 2024.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.
			<i>Commission Findings</i>	The subdivision application was deemed complete on August 30, 2024.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.

			<i>Commission Findings</i>	This standard is met as shown on Sheet 1 the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			<i>Commission Findings</i>	As shown on the preliminary plat, the subdivision is named “Dollarhide Townhomes” which is not the same as any other subdivision in Blaine County, Idaho.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Commission Findings</i>	As stated in plat note #14 on the preliminary plat, the owner and subdivider is Fluidpeak Properties LLC. The preliminary plat was prepared by Mark Phillips of Phillips Land Surveying, PLLC.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .4	Legal description of the area platted.
			<i>Commission Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Commission Findings</i>	The preliminary plat indicates the boundary lines of the adjoining lots including townhouse lots and tax lots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat shows the outline of the existing residence and detaches garages, that are connected to the residence by a roof overhang. Sheet 2 indicates the 60-foot-wide Sabala Street right-of-way and the existing 20-foot-wide access easement on Sublot 2 of the Sabala Townhomes recorded as Instrument Number 357405.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .8	Boundary description and the area of the tract.
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat provides the boundary description of the area and includes square footage and acreage of both sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .9	Existing zoning of the tract.
			<i>Commission Findings</i>	Plat note #12 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.

			Commission Findings	Sheet 1 of the preliminary plat shows the locations and lot lines for the proposed townhouse Sublots 1 and 2. Sheet 1 also indicates the new 20-foot-wide access and fire truck access easement. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			Commission Findings	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			Commission Findings	The preliminary plat indicates the water and sewer lines on Sublot 2 that service the subject property. The City of Ketchum Water and Wastewater Departments require townhouse sublots to be serviced by individual water and sewer services. To accommodate the transition to townhouse units, prior to submitting a final plat application the applicant is required to install water and sewer service lines for Sublot 1 that connect to the City of Ketchum water system main found on Sabala Street (condition of approval #2).
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .13	The direction of drainage, flow and approximate grade of all streets.
			Commission Findings	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			Commission Findings	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .21	All percolation tests and/or exploratory pit excavations required by state health authorities.
			Commission Findings	This standard does not apply as no additional tests are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .22	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			Commission Findings	The application materials included a copy of the Declaration for the Dollarhide Townhomes.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .15	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			Commission Findings	The project plans include a vicinity map sheet that satisfies this requirement.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .16	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Commission Findings</i>	This standard is not applicable as the subject property is not located within the floodplain, floodway, or avalanche zone.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .17	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Commission Findings</i>	This standard is not applicable as the subject property is not located within the floodplain, floodway, or avalanche zone.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .18	Lot area of each lot.
			<i>Commission Findings</i>	As shown on Sheet 1 of the preliminary plat, the area of Sublot 1 is 4,987 square feet and the area of Sublot 2 is 4,371 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .19	Existing mature trees and established shrub masses.
			<i>Commission Findings</i>	As shown on Sheet 1 of the preliminary plat, there are a variety of trees and shrubs existing on the property and within the right-of-way.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .23	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Commission Findings</i>	As part of the application materials, the applicant provided a title report issued by Pioneer Title Co. dated December 18, 2023, and a warranty deed issued by Pioneer Title Co. dated October 31, 2023.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .24	A digital copy of the preliminary plat shall be filed with the administrator.
			<i>Commission Findings</i>	The City of Ketchum received a digital copy of the Dollarhide Townhomes preliminary plat at the time of application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Commission Findings</i>	No improvements are required or proposed for this application. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.

			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	<p>Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat.

				<p>4. All angle points and points of curves on all streets.</p> <p>5. The point of beginning of the subdivision plat description.</p>
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. 6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.

			Commission Findings	<ol style="list-style-type: none"> 1. The proposed townhouse subdivision meets the dimensional standards for lot size, setbacks, and building coverage. The lot width is 55 feet, less than the required 80 feet width for lots in the GR-L zone. 2. The subject property is not within the floodplain or Avalanche Zone. 3. The subject property is a not a corner lot. 4. The parent lot of the townhouse subdivision and the newly created subplot lot line is within 20 degrees to a right angle to the street lot line along Sabala Street. 5. The subject property is not a double frontage lot. 6. Proposed Sublot 1 and 2 have a minimum of 20 feet of legal access via the proposed 20-foot-wide access and fire truck access easement and the existing 20-foot-wide access easement on the Sabala Townhomes Sublot 1 recorded as instrument number 357405.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			Commission Findings	This standard does not apply as no new blocks are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;

			<p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p>
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			<p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<p><i>Commission Findings</i></p> <p>This standard does not apply as no new streets are proposed.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.I</p> <p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<p><i>Commission Findings</i></p> <p>This standard does not apply as the subject property is not adjacent to an alley.</p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <ol style="list-style-type: none"> 1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities. 2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse. 3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision. 4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion. 5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans. 6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.
			<i>Commission Findings</i>	A 20-foot-wide access easement exists on Sublot 1 of the Sabala Townhomes recorded as Instrument Number 357405. A new 20-foot-wide access and fire truck access easement is dedicated on the preliminary plat, which is a continuation of the existing access easement. Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider.

				<p>Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Commission Findings</i>	<p>This standard does not apply as this application does not create a new subdivision. Currently, there are only water and sewer lines on Sublot 2. However, the City of Ketchum Water and Wastewater Departments requires townhouse units to have their own individual services. Prior to submitting a final plat application, the applicant shall install a water and sewer service line for Sublot 1 (condition of approval #2).</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Commission Findings</i>	<p>This standard does not apply as this application does not create a new subdivision. Currently, there are only water and sewer lines on Sublot 2. However, the City of Ketchum Water and Wastewater Departments requires townhouse units to have their own individual services. Prior to submitting a final plat application, the applicant shall install a water and sewer service line for Sublot 1 (condition of approval #2).</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>

			<i>Commission Findings</i>	This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed townhouse sublots.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).

				<p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Commission Findings</i>	This standard does not apply as this application is the subdivision of an existing lot and no drainage improvements to the site are required or proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Commission Findings</i>	This standard does not apply as this application is the subdivision of an existing lot and no improvements to the site are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>Commission Findings</i>	All utilities are existing and are located underground per the KMC requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the</p>

			subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
		<i>Commission Findings</i>	This standard does not apply as this application is the subdivision of an existing lot and no improvements to the site are proposed therefore it will not create additional traffic

CONCLUSIONS OF LAW

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

DECISION

THEREFORE, the Commission **recommends approval** of the Dollarhide Townhomes Preliminary Plat Application File No. P24-005 to City Council this Tuesday, October 8, 2024, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. Failure to record a Final Plat within two (2) years of Council’s approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.
2. Prior to submitting a Final Plat application, the applicant shall install water and sewer service lines for Sublot 1.

Findings of Fact **adopted** this 8th day of October 2024.

Neil Morrow, Chair
City of Ketchum
Planning and Zoning Commission