



## City of Ketchum

May 2, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve the Snowbird Townhomes Subdivision Preliminary Plat, Townhouse Preliminary Plats for Lots 1A and 2A, and Phased Development Agreements #22764 and #22765**

#### Recommendation and Summary

Staff recommends the Ketchum City Council approve the Subdivision Preliminary plat, townhouse preliminary plats, adopt the findings of fact, conclusions of law, and decision for each, and approve associated Phased Development Agreements as submitted by Dave Patrie, of Benchmark Associates on behalf of the property owner, Scott J Edwards. The request is for a Subdivision Preliminary Plat for the reconfiguration of lot lines and access within the Snowbird Subdivision and two separate Townhouse Preliminary Plat applications for the development of two detached townhomes on each lot. Each Lot is approximately 10,000 square feet and each townhouse is approximately 3,700 square feet.

Recommended Motion: "I move to approve the Snowbird Subdivision preliminary plat, as conditions and adopt the findings of fact, conclusion of law, and decision."

Recommended Motion: "I move to approve Townhouse Preliminary Plats for Lots 1A and 2A, as conditioned, adopt the findings of fact, conclusion of law, and decision, and approved associated Phased Development Agreements #22764 and #22765."

The reasons for the recommendation are as follows:

- The request meets all applicable standards for Preliminary Plats and Townhouse Subdivisions contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- The Ketchum Planning and Zoning Commission approved the Design Review application and voted to recommend approval of the Subdivision Preliminary Plat and Townhouse Preliminary Plat applications and phased development agreements, as conditioned, on April 12, 2022.
- All city departments have reviewed the proposal and have no issue with the proposed subdivisions.

## Introduction and History

The Applicant is proposing four detached townhomes each approximately 3,700 square feet and three stories (the “project”), located at 220 and 222 Bird Dr. (the “subject property”). The subject property is a two-lot subdivision platted in 1990, named Snowbird Subdivision, zoned General Residential – Low Density (GR-L). Detached townhomes are a permitted use within the GR-L zone district but restricted to a maximum of two dwelling units per lot per Ketchum Municipal Code 17.12.020 – *District Use Matrix*.

The existing subdivision includes one lot fronting Bird Dr. and a flag lot with limited frontage on Bird Dr. as shown in Figure 1. The current flag lot condition is nonconforming as the subdivision regulations do not permit flag lots. To develop the property with the proposed four detached townhouses, two per lot, the applicant has proposed to first reconfigure the lot lines between Lots 1 and 2 and realign the access to a consolidated central access easement as shown on the Preliminary Plat included as Attachment B. The applicant has submitted two townhouse preliminary plat applications, one for each lot. Attachment C and D include the preliminary plats for the townhouse subdivision applications.

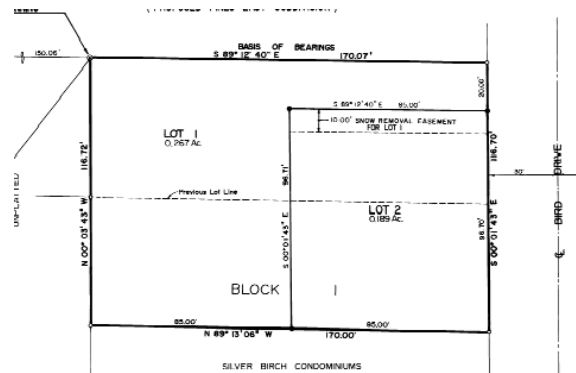


Figure 1: Snowbird Subdivision

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

The applicant has requested phased development agreements for both lots to permit the filing of the final plats once a certificate of occupancy has been issued for the first unit. Staff is supportive of the request and has drafted two phased development agreements, one for each lot, for consideration by the City Council. The agreement for Lot 1A is included as Attachment H and the agreement for Lot 2A is included in Attachment I.

## Analysis

Staff reviewed the subdivision preliminary plat application for reconfiguration of lot lines and access (P21-056) for conformance with KMC 16.04.030 – *Procedures for subdivision approval* and KMC 16.04.040 – *Development and Design*. Please see Attachment E for the review of all requirements and standards. Staff reviewed the townhouse preliminary plats (P21-058 and P21-059) for conformance with KMC 16.04.030 – *Procedures for subdivision approval*, KMC 16.04.040 – *Development and Design*, and KMC 16.04.080 – *Townhouses*. Please see Attachments F and G for the review of all requirements and standards.

Where “N/A” is checked, the standard is not applicable for one of the following reasons:

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

Staff recommends approval of the Subdivision Preliminary Plat application and both Townhouse subdivision applications with the following recommended Conditions of Approval:

**Subdivision Preliminary Plat (P21-056)**

1. The Final Plat application shall include a plat note that states the access easement shall remain open and unobstructed year-round.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

**Townhouse Preliminary Plat for Lot 1A (P21-056)**

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-061.
2. The preliminary plat is subject to all applicable provisions of the Phased Development Agreement #22764.
3. The Final Plat application shall include a plat note that states the private driveway shall remain open and unobstructed for a minimum width of 20 feet year-round.
4. 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.

**Townhouse Preliminary Plat for Lot 2A (P21-059)**

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-062.
2. The preliminary plat is subject to all applicable provisions of the Phased Development Agreement #22764.
3. The Final Plat application shall include a plat note that states the private driveway shall remain open and unobstructed for a minimum width of 20 feet year-round.
4. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

**Sustainability**

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

**Financial Impact**

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

**Attachments**

- A. Application Materials and Supporting Documents for all applications
- B. Subdivision Preliminary Plat plan set – Snowbird Subdivision (P21-056)
- C. Plan Set - Townhouse Preliminary Plat for Lot 1A (P21-058)
- D. Plan Set - Townhouse Preliminary Plat for Lot 2A (021-059)
- E. Draft Findings of Fact, Conclusions of Law, and Decision for P21-056
- F. Draft Findings of Fact, Conclusions of Law, and Decision for P21-058
- G. Draft Findings of Fact, Conclusions of Law, and Decision for P21-059
- H. Phased Townhouse Subdivision Agreement #22764 for Lot 1A
- I. Phased Townhouse Subdivision Agreement #22765 for Lot 2A

**ATTACHMENT A:**  
**Application Materials and  
Supporting Documents for all  
applications**



City of Ketchum  
 Planning & Building

OFFICIAL USE ONLY	
File Number:	P21-056
Date Received:	6-22-21
By:	mf
Fee Paid:	
Approved Date:	
Denied Date:	
By:	

### Lot Line Shift Application

OWNER INFORMATION	
Owner Name: SCOTT J. EDWARDS	
Mailing Address: 13019 NAOMILAWN DRIVE SW, LAKEWOOD, WA 98498	
Phone: 253-576-8566	
Email: sjed55@gmail.com	
PROJECT INFORMATION	
Name of Proposed Plat: SNOWBIRD SUBD: LOTS 1A & 2A	
Representative of Owner: GARTH MCCLURE, BENCHMARK ASSOCIATES	
Phone: 208-726-9512	
Mailing Address: PO BOX 733, KETCHUM, ID 83340	
Email: garth@bma5b.com	
Legal Land Description: LOTS 1 & 2, SNOWBIRD SUBDIVISION	
Street Address: 220 & 222 BIRD DRIVE	
Number of Lots: 2	Number of Units: N/A
Total Land Area in Square Feet: +/- 19,801 SF	Current Zoning District: GR-L
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
EXISTING 10' PUE CENTERED ON ALL SIDE AND REAR LOT LINES.	
PROPOSED 10' PUE ALONG FRONT LOT LINE.	
PROPOSED 20' WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT LOTS 1A & 2A.	
ATTACHMENTS	
Attachments Necessary to Complete Application:	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. One (1) copy of preliminary plat; and,	
3. A CD or email of an electronic (.pdf) of the plat.	

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Lot Line Shift Application, in which the City of Ketchum is the prevailing party, to pay reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

*Garth McClure* REP.  
 Signature of Owner/Representative

5.11.21  
 Date



City of Ketchum  
Planning & Building

*Fre*

**Subdivision Application**

OFFICIAL USE ONLY	
App/Plat No:	P21-058
Date Rec'd:	6-22-21
By:	mf
Fee Paid:	\$1050-
Approved Date:	
By:	

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: SNOWBIRD TOWNHOMES, PHASE <del>TWO</del> ONE			
Owner of Record: SCOTT J. EDWARDS			
Address of Owner: 13019 NAOMILAWN DRIVE			
Representative of Owner: GARTH MCCLURE, BENCHMARK ASSOCIATES			
Legal Description: LOT 1A, SNOWBIRD SUBDIVISION			
Street Address: 222 BIRD DRIVE			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 SUBLOTS			
Total Land Area: 022 ACRE.			
Current Zoning District: GR-L			
Proposed Zoning District: GR-L			
Overlay District: N/A			
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:			
Easements to be dedicated on the final plat: EASEMENTS PER PREVIOUS PLAT.			
Briefly describe the improvements to be installed prior to final plat approval: DRYWELLS, UTILITY SERVEICES, HEATED PAVER DRIVEWAY, TOWNHOUSE UNITS			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format.			

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

21 Jun 2021  
 Applicant Signature Date



City of Ketchum  
Planning & Building

*pre*

OFFICIAL USE ONLY	
Application Number	P21-059
Date Received	6-22-21
By:	mp
Fee Paid:	\$1050-
Approved Date:	
By:	

### Subdivision Application

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: SNOWBIRD TOWNHOMES, PHASE <del>ONE</del> TWO			
Owner of Record: SCOTT J. EDWARDS			
Address of Owner: 13019 NAOMILAWN DRIVE			
Representative of Owner: GARTH MCCLURE, BENCHMARK ASSOCIATES			
Legal Description: LOT 2A, SNOWBIRD SUBDIVISION			
Street Address: 220 BIRD DRIVE			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 SUBLOTS			
Total Land Area: 0.23 ACRE.			
Current Zoning District: GR-L			
Proposed Zoning District: GR-L			
Overlay District: N/A			
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:			
Easements to be dedicated on the final plat: EASEMENTS PER PREVIOUS PLAT.			
Briefly describe the improvements to be installed prior to final plat approval: DRYWELLS, UTILITY SERVICES, HEATED PAVER DRIVEWAY, TOWNHOUSE UNITS			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format.			

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

Applicant Signature

Date

**Instrument # 671079**

HAILEY, BLAINE, IDAHO  
07-24-2020 11:22:54 AM No. of Pages: 2  
Recorded for: BLAINE COUNTY TITLE  
JOLYNN DRAGE Fee: \$15.00  
Ex-Officio Recorder Deputy: GWB  
Electronically Recorded by Simplifile



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**WARRANTY DEED**

For Value Received

William A. McMahan Trustee of the Restated McMahan 1986 Revocable Trust, dated May 17, 1995, as to an undivided 50% interest,

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

Scott J. Edwards, an unmarried man

the Grantee, whose current address is: 13019 Naomilawn Dr. SW, Lakewood, WA 98498

the following described premises, to-wit:

Lots 1 and 2, Block 1 of SNOWBIRD SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 321440, records of Blaine County, Idaho.

**SUBJECT TO:** Current General Taxes, a lien in the process of assessment, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

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

Dated this 21 day of JULY, 2020, \_\_\_\_\_.

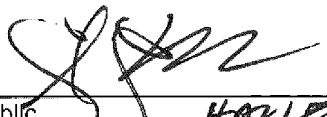
Restated McMahan 1986 Revocable Trust, dated  
May 17, 1995

  
\_\_\_\_\_  
William A. McMahan Trustee



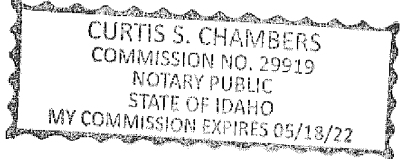
State of   ID    
County of   BLAINE  

This record was acknowledged before me on   21   day of   JULY  ,   2020  , by William A. McMahan as Trustee of the Restated McMahan 1986 Revocable Trust, dated May 17, 1995.



Notary Public   HARLEY, ID    
My Commission Expires:   5-18-22  

(STAMP)



## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 Policy Amount 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.

Countersigned by:

  
Authorized Countersignature

Blaine County Title, Inc.  
360 Sun Valley Road  
P.O. Box 3176  
Ketchum, ID 83340  
(208) 726-0700



  
Frederick H. Eppinger  
President and CEO

  
Denise Carraux  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature 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 shall not be 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 shall not be 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 will only have liability 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 2022463

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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.
- (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 HAS BEEN 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 the purpose of providing closing or settlement services.

**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. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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>>.

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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File No. 2022463

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Transaction Identification Data for reference only:**

Issuing Agent: Blaine County Title, Inc.  
Issuing Office: 360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340  
Issuing Office's ALTA® Registry ID: N/A  
Loan ID Number: N/A  
Commitment Number: 2022463  
Issuing Office File Number: 2022463  
Property Address: 220 Bird Dr., Ketchum, ID 83340  
222 Bird Dr., Ketchum, ID 83340  
Revision Number:

**1. Commitment Date:** July 01, 2020 at 8:00 A.M.

<b>2. Policy to be issued:</b>		<b>Proposed Policy Amount</b>
(a) ALTA Owner's Policy	Standard	\$1,200,000.00
Proposed Insured:	Scott J. Edwards	
(b) ALTA Loan Policy	Standard	
Proposed Insured:		

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

Fee Simple

**4. The Title is, at the Commitment Date, vested in:**

Kimsquit Real Estate, Inc, an Idaho Corporation, as to an undivided 50% interest, as a tenant in common and William A. McMahan Trustee of the Restated McMahan 1986 Revocable Trust, dated May 17, 1995, as to an undivided 50% interest, as a tenant in common

**5. The Land is described as follows:**

Lots 1 and 2, Block 1 of SNOWBIRD SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 321440, records of Blaine County, Idaho.

**STATEMENT OF CHARGES**

These charges are due and payable before a policy can be issued  
Owner's Policy: \$3,180.00  
Underwriter remittance \$381.60

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 2022463

ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1



# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Requirements

File No.: 2022463

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. The Company requires evidence of the marital status of **Scott J. Edwards**. If said person is married the Company requires the joinder of the spouse.
6. The corporate charter of **Kimsquit Real Estate, Inc.** has been forfeited or administratively dissolved. The Company requires that the charter be reinstated and that the Company be furnished satisfactory evidence of good standing. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.
7. The Company must be furnished with a copy of the Agreement, Indenture or Declaration of Trust of **Restated McMahan 1986 Revocable Trust, dated May 17, 1995**, together with copies of any amendments, modifications, or revocations. In the event there have been no amendments, modifications, or revocations, the Company will require satisfactory evidence to that effect. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.
8. Delivery to the Company of the Affidavit as to Debts and Liens. Upon acceptance and review of said Affidavit, title will be subject to such further matters as appear necessary and appropriate following such review.
9. Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to 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.

If you should decide to change lenders within six months, this commitment can be transferred to avoid a cancellation charge.

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File No. 2022463

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: 2022463

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

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

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. Taxes or 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 of such proceedings, whether or not shown by the records of such agency or by public record.
3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims, or title to water.
7. 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.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
9. General taxes for the year 2020 and subsequent years, which are a lien due not yet payable.

Note: General taxes for the year 2019, a lien in the amount of \$3,224.84, which are paid in full. (Parcel No. RPK05240000010)

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File No. 2022463

ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 2



# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exceptions

Note: General taxes for the year 2019, a lien in the amount of \$2,966.88, which are paid in full. (Parcel No. RPK0524000020)

10. Water and sewer charges of the City of Ketchum.
11. Ketchum rubbish charges billed by Clear Creek Disposal.
12. Power Line Easement, including the terms and provisions thereof, recorded July 8, 1963 in Book 178 of Deeds at page 35, as [Instrument No. 118840](#), records of Blaine County, Idaho.
13. Notes, Easements and Restrictions, as shown on the official map of Snowbird Subdivision, recorded July 9, 1990 as [Instrument No. 321440](#), records of Blaine County, Idaho.
14. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

Item 1 will be removed upon final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.

Items 2-5 and 7 may be removed upon issuance of any ALTA Extended Coverage Policy.

Copies of all recorded documents outlined in this section are available upon request.

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## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*

## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person’s preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

## Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

## Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

## Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Deputy Chief Compliance Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

## **Idaho Power Application for Release of Easement**

This application form is to be used to request that Idaho Power release part or all of an existing Idaho Power easement. Upon submittal of this form, Idaho Power will review the easement to determine if the easement (or a portion thereof) will be released or retained. Note the acceptance of the application does not obligate Idaho Power to release any portion of the easement.

**Time Frame:** Depending on the request, the process may take over ten weeks. This time frame begins once a complete application packet is received by Idaho Power's Corporate Real Estate Department. Some requests may require greater information or expense. Please be as thorough as possible to save processing time. You will be notified if the application package is not complete.

**Process:** Once received, the request will be reviewed to determine if the easement is required for current or future facilities. Be aware, requests will not be approved if electrical facilities are present. In addition, easements for transmission lines may require special consideration. Please call 208-388-2699 if you are requesting the release of a transmission line easement.

In some cases where electrical facilities are present, relocation of the facilities may be an option. If facility relocation is needed to allow an easement to be released, the cost of such relocation(s) would be paid by the applicant before the release is granted. If required, the acquisition of new easements or the relocation/removal of facilities must be completed prior to Idaho Power issuing a release of easement.

If the request is granted, the appropriate documentation will be created and a copy will be sent to the applicant.

### **Required Enclosures:**

For an application to be considered for review, the following items are required:

1. A completed application.
2. A recorded copy of the document to be reviewed: Idaho Power Easements, Subdivision Plats, Townsite Plats, etc. Copies of these documents may be obtained through the county recorder's office or a title company.
3. A legal description prepared by a licensed surveyor defining the area being requested for release.
4. A map showing the property boundaries, with the easement area clearly marked, a compass, and any neighboring streets or landmarks.
5. A non-refundable application fee of \$150 payable to Idaho Power.
6. In some cases, an ALTA/ASCM Land Title Survey or an easement valuation may be needed.

When the application is complete, send it to the Corporate Real Estate Department at the address listed on the application form, or via e-mail to [easements@idahopower.com](mailto:easements@idahopower.com) (payment must be sent via regular mail or personal delivery). If questions arise on the required content of this application, please call 208-388-2699 (Easement Specialist).

# Idaho Power Application for Release of Easement

Applicant may be requested to pay other costs if required to complete this request (e.g., surveying, appraisal, title search, etc.)

Mail to: Corporate Real Estate Department: Land Management & Permitting (or email to [easements@idahopower.com](mailto:easements@idahopower.com))  
 Attn: Easement Specialist  
 P.O. Box 70  
 Boise, ID 83707-0070  
 Phone: (208) 388-2699

**David Patrie**

Digitally signed by David Patrie  
 Date: 2022.01.25 10:40:39 -07'00'

Applicant's Signature and Printed Name

## Applicant Information

Applicant's Name Benchmark Associates		Date 01/25/22	
Mailing Address PO Box 733		City Ketchum	State ID
		Zip 83340	
Phone 208.726.9512	Cell	E-mail dave@bma5b.com	

## Current Property Owner Information

Owner's Name Scott Edwards			
Mailing Address 13019 Naomilawn Dr SW		City Lakewood	State WA
		Zip 98498	
Phone	Cell	E-mail sjed55@gmail.com	

## Type

<input type="checkbox"/> Idaho Power Easement	<input checked="" type="checkbox"/> Public Utility Easement	<input type="checkbox"/> Road Right of Way	<input type="checkbox"/> Other
---	---	--	--------------------------------

## Easement Information

Instrument # 321440	Date Recorded 07-09-1990	Execution Date 07-09-1990
------------------------	-----------------------------	------------------------------

## Location Information

County Blaine	Quarter	Township 4N	Range 17E	Section 13
Subdivision Snowbird Subdivision	Block 1	Lot 1 & 2	Parcel Number / Assessor's Number RPK0524000010 & RPK0524000020	

In addition to information provided, please explain request. (If more space is needed, please use the backside of this form.)

(Why is this needed? Is there a pending sale? Are there any associated public hearings? What are your dates of construction?)  
 We are proposing a replat of this subdivision in which the lot lines are reconfigured. The subdivision plat granted PUE along all side and rear lot lines. The "flag" portion of along Lots 1-2 is proposed to be eliminated. This reconfiguration eliminates the need for the PUE along the former north/south lot line of 96.71' with a bearing of S 00 deg 01' 43" east and the former east/west lot line of 85.00' with a bearing of S 89 deg 12' 40" E (see attached exhibit). All other PUEs will remain and additional PUEs are granted on the proposed plat as shown in the attached preliminary plat. Public hearing scheduled.

Required Enclosures (See explanations on cover letter)

<input checked="" type="checkbox"/> Complete Application	<input checked="" type="checkbox"/> Copy of easement, subdivision plat, or city town site
<input checked="" type="checkbox"/> Map of Location	<input checked="" type="checkbox"/> \$150 Application Fee <input checked="" type="checkbox"/> Legal Description

## For IPC Use Only

Release Number	Application Received	Check Number	Date Completed
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AFFIDAVIT OF LEGAL INTEREST

State of \_\_\_\_\_ )

ss

County of \_\_\_\_\_ )

I, Scott Edwards, 13019 Naomilawn Dr SW  
(Name) (Address)  
Lakewood, WA 98498  
(City) (State/Zip)

Being first duly sworn upon oath, depose and say:

**(If Applicant is also Owner of Record, skip to B)**

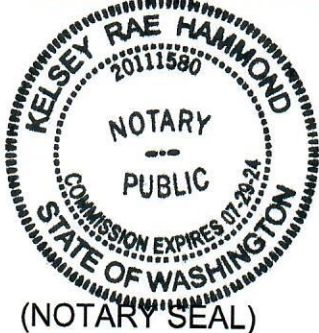
**A.** That I am the record owner of the property described on the attached, and I grant my permission to David Patrie, Benchmark Associates, PO Box 733, Ketchum, ID to submit the accompanying application pertaining to that Property.  
(Name) (Address)

**B.** I agree to indemnify, defend and hold Idaho Power Company and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

Dated this 25<sup>th</sup> day of January, 2022.

[Signature]  
(Signature)

Subscribed and sworn to before me the day and year first above written.

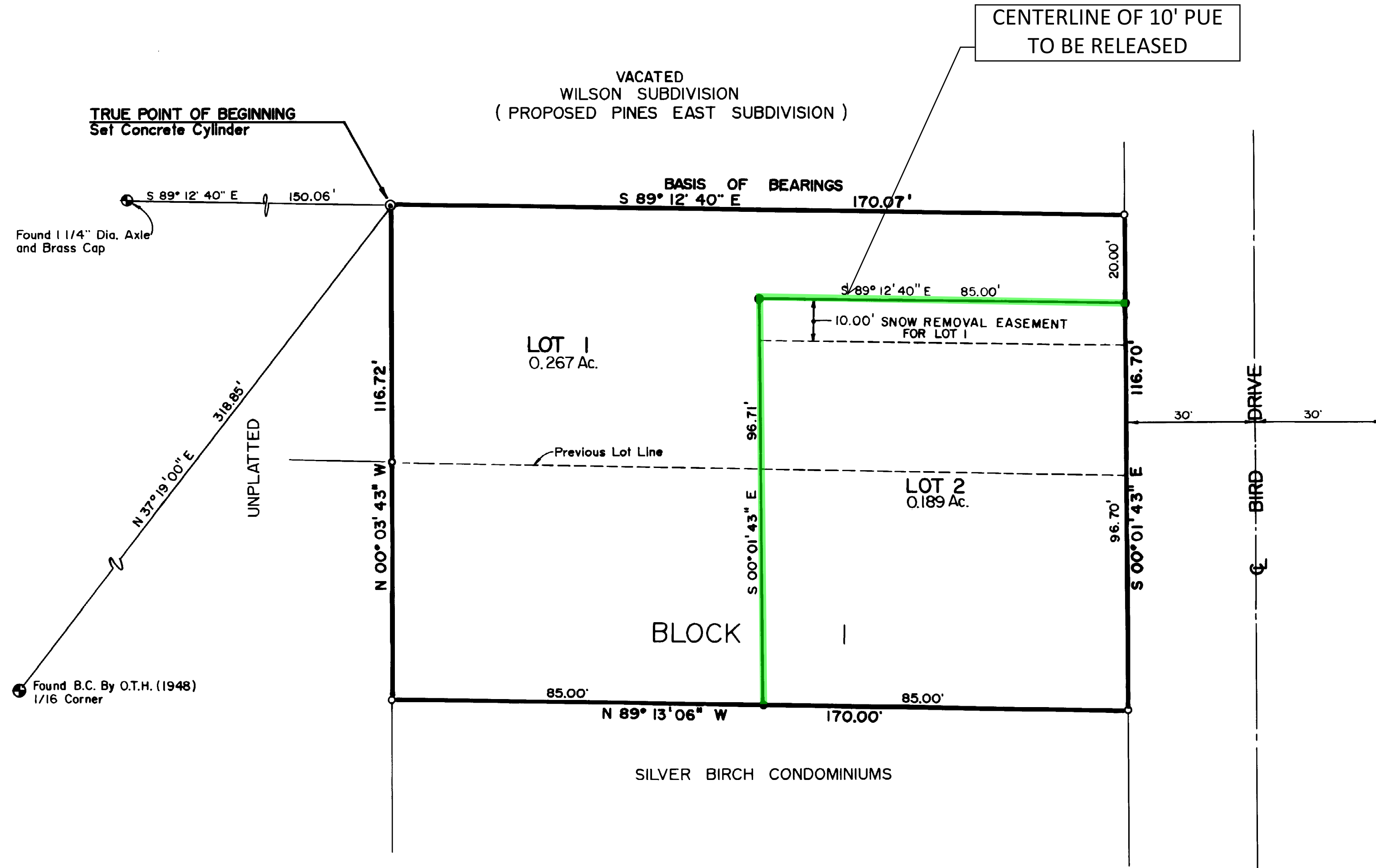
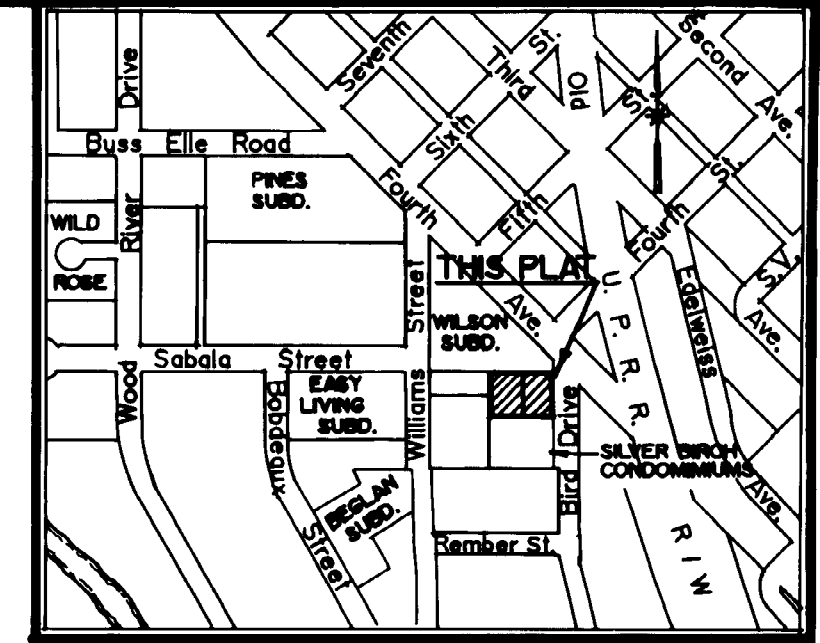
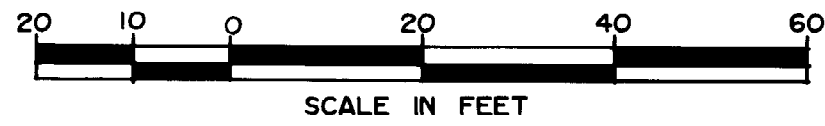
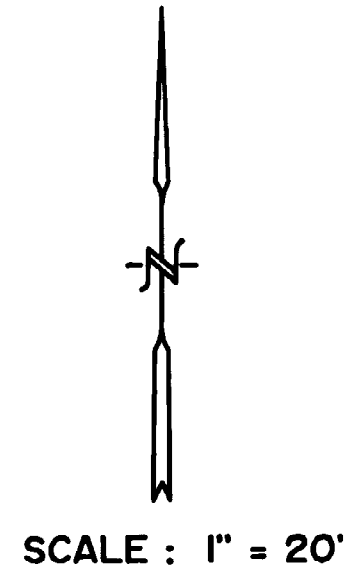


KELSEY RAE HAMMOND  
Notary Public for Idaho Washington  
Residing at: TACOMA, WA  
My commission expires: 07-29-24





A PLAT SHOWING  
**SNOWBIRD SUBDIVISION**  
 WHEREIN THE LOT LINE BETWEEN T.L. 3206 AND 3334 IS REORIENTED  
 LOCATED WITHIN  
 SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 JUNE 1990

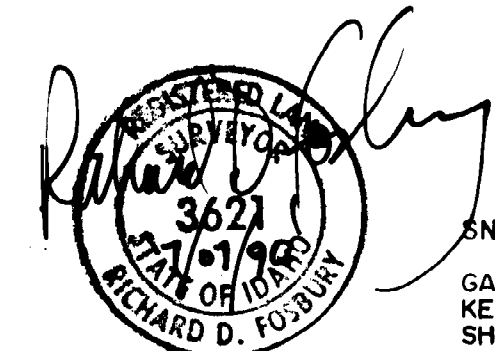


**LEGEND**

- Found Brass Cap
- ⊙ Found 1" Iron Pipe
- Found 1/2" Rebar
- Set 1/2" Rebar, L.S. 3621

**NOTES**

1. A 10 foot Public Utility easement exists centered upon all side and rear lot lines.



SNOWBIRD SUBDIVISION  
 GALENA ENGINEERING, INC.  
 KETCHUM, IDAHO  
 SHEET 1 OF 2

**CERTIFICATE OF OWNERSHIP**

This is to certify that we, the undersigned are the owners in fee simple of the following described parcel of land:

A parcel of land in Government Lot 3, Section 13, T4N, R17E, B.M., Blaine County, Idaho; more particularly described as follows:

Commencing at a brass cap marking the Southeast 1/16 corner of said Section 13;  
 thence N 37° 19' 00" E, 318.85 feet to the TRUE POINT OF BEGINNING;  
 thence S 89° 12' 40" E, 170.07 feet;  
 thence S 0° 01' 43" E, 116.70 feet;  
 thence N 89° 13' 06" W, 170.00 feet;  
 thence N 0° 03' 43" W, 116.72 feet to the TRUE POINT OF BEGINNING, containing 0.46 acres, more or less.

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.

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

John A. Burke, President  
 John A. Burke, President  
 Nelson Realty, Inc., an Idaho corporation

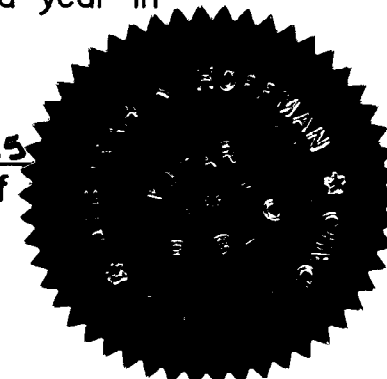
**ACKNOWLEDGEMENT**

STATE OF IDAHO }  
 COUNTY OF BLAINE } ss

On this 16<sup>th</sup> day of July, 1990, before me, a Notary Public in and for said State, personally appeared John A. Burke known to me to be the president of Nelson Realty, Inc. and acknowledged to me that such corporation executed the same.

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

Deborah K Hoffman 5-3-95  
 Notary Public in and for the State of Idaho



William A. McMahan, President  
 William A. McMahan, President  
 Savant, a corporation

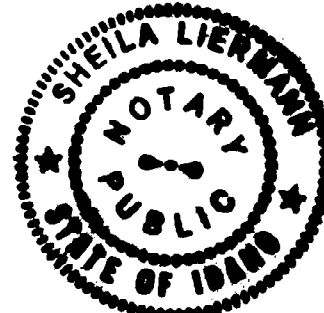
**ACKNOWLEDGEMENT**

STATE OF IDAHO }  
 COUNTY OF BLAINE } ss

On this 9<sup>th</sup> day of July, 1990, before me, a Notary Public in and for said State, personally appeared William A. McMahan known to me to be the president of Savant and acknowledged to me that such corporation executed the same.

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

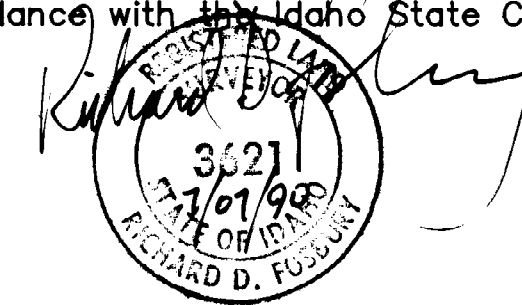
Sheila Lienhard  
 Notary Public in and for the State of Idaho



**SANITARY RESTRICTIONS**

**SURVEYOR'S CERTIFICATION**

I, Richard D. Fosbury, a duly licensed land surveyor in the State of Idaho, do hereby certify that this plat of Snowbird Subdivision is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



**ACKNOWLEDGEMENT**

STATE OF IDAHO }  
 COUNTY OF BLAINE } ss

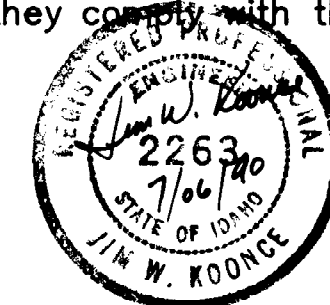
On this 16<sup>th</sup> day of July, 1990, before me, a Notary Public in and for said State, personally appeared Richard D. Fosbury, known to me to be the person whose name is subscribed to the above Surveyor's certificate and acknowledged to me that he executed the same.

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

Deborah K Hoffman 5-3-95  
 Notary Public in and for the State of Idaho

**COUNTY ENGINEER'S APPROVAL**

I, Jim W. Koonce, County Engineer for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.



**APPROVAL OF CITY COUNCIL**

The foregoing plat was approved by the City Council of Ketchum on this 28<sup>th</sup> day of June, 1990.

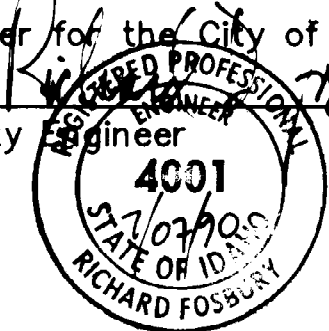
Sandra E. Coyle  
 City Clerk



**CITY ENGINEER'S APPROVAL**

The foregoing plat was approved by Richard Fosbury, City Engineer for the City of Ketchum on this day of \_\_\_\_\_, 1990.

Richard Fosbury  
 City Engineer



**COUNTY TREASURER'S APPROVAL**

The taxes on the foregoing parcel of land have been paid to this date and this plat of Snowbird Subdivision is hereby approved this 9 day of July, 1990.

Marilyn L. Linn  
 Blaine County Treasurer

**COUNTY RECORDER'S CERTIFICATE**

STATE OF IDAHO }  
 COUNTY OF BLAINE } ss

This is to certify that the foregoing plat was filed in the office of the Recorder of Blaine County, Idaho on this 9 day of July, 1990, at 2:32 P.M., and duly recorded in Plat Book \_\_\_\_\_, at page \_\_\_\_\_.

Marilyn Linn  
 Ex-officio Recorder

# 321440

Snowbird Subdivision  
 Galena Engineering, INC.  
 Ketchum, Idaho  
 Sheet 2 of 2

February 23, 2022

Sent via email to [dave@bma5b.com](mailto:dave@bma5b.com)

David Patrie  
Benchmark Associates  
PO Box 733  
Ketchum, Idaho 83340

Re: Relinquishment of Public Utility Easement along the north and east lot line of Lot 2 of Block 1 in the Snowbird Subdivision, Blaine County, ID

Dear David,

This is in response to the PUE relinquishment request submitted to Idaho Power Company and received in our office January 25, 2021, regarding the possible relinquishment of a public utility easement (PUE) located along the north and east lot line of Lot 2 of Block 1 in the Snowbird Subdivision. The attached Exhibit A more specifically identifies the requested area for relinquishment.

Idaho Power's review of your request indicated that we do not have facilities located within the requested area. As such, Idaho Power agrees to relinquish our interest in the PUE that is located along the north and east lot line of Lot 2 of Block 1 in the Snowbird Subdivision.

Thank you once again for providing Idaho Power Company the opportunity to review and comment upon the subject petition for relinquishment.

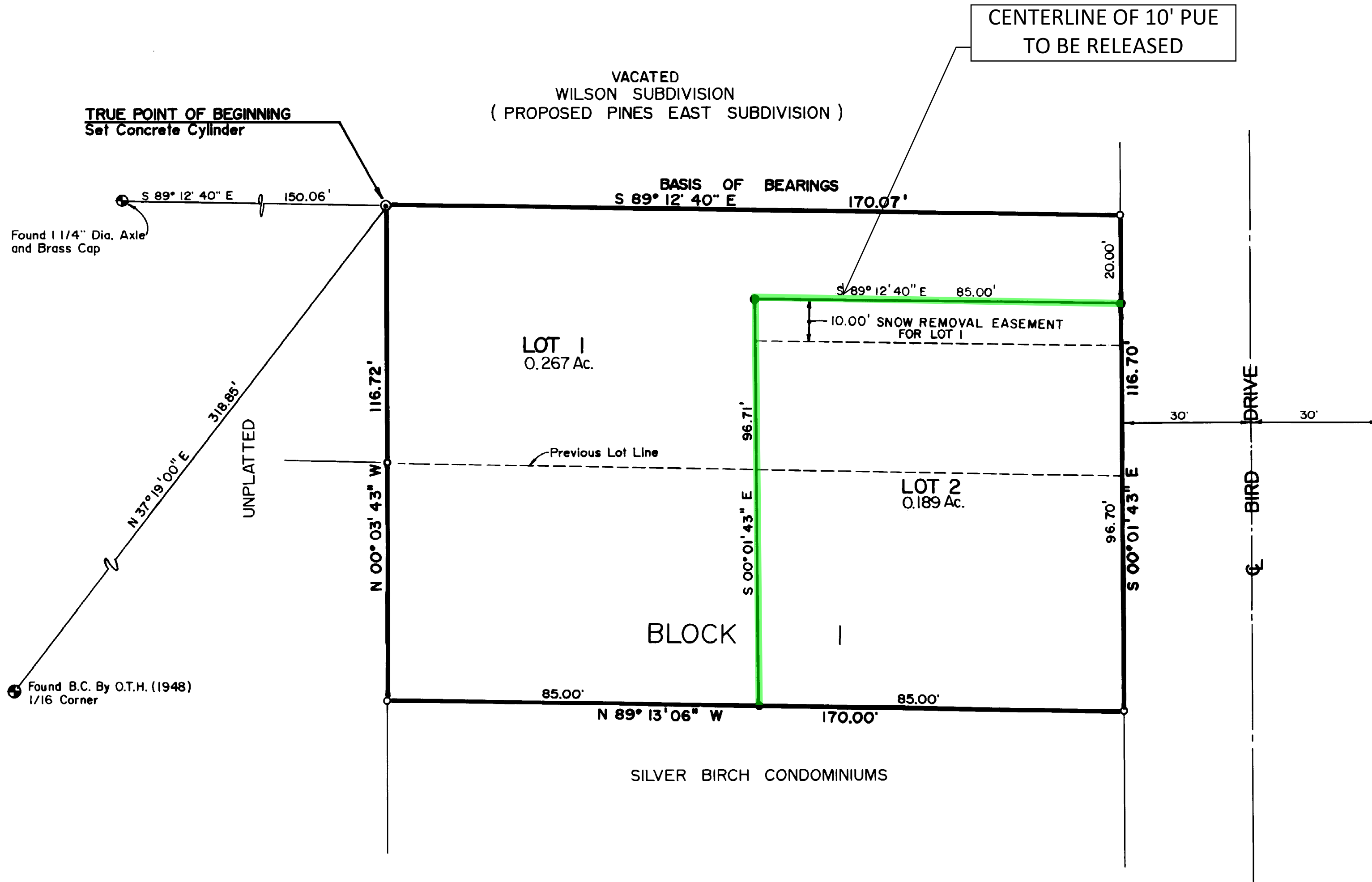
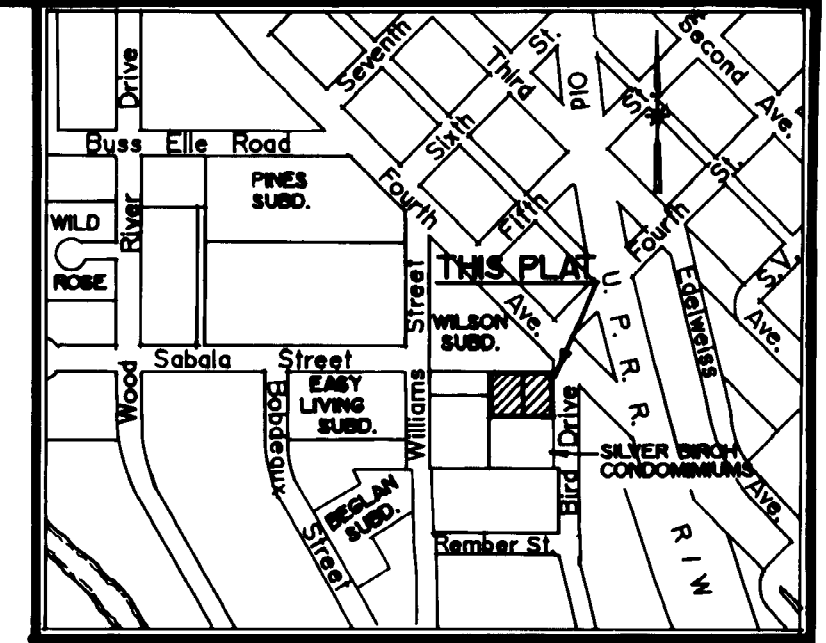
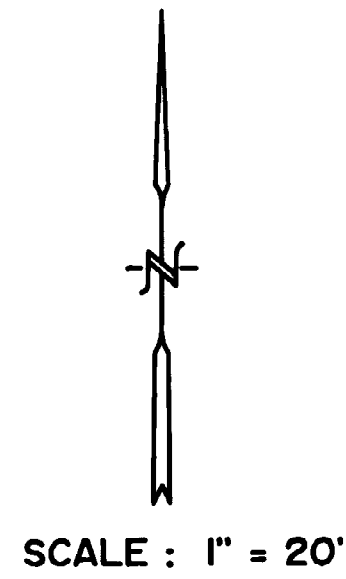
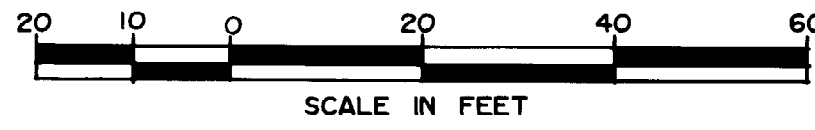
Sincerely,



Laura Lacy  
Associate Real Estate Specialist  
Idaho Power Company/ Corporate Real Estate  
Land Management and Permitting Department  
208-388-5070  
[llacy@idahopower.com](mailto:llacy@idahopower.com)

**EXHIBIT A**

A PLAT SHOWING  
**SNOWBIRD SUBDIVISION**  
 WHEREIN THE LOT LINE BETWEEN T.L. 3206 AND 3334 IS REORIENTED  
 LOCATED WITHIN  
 SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
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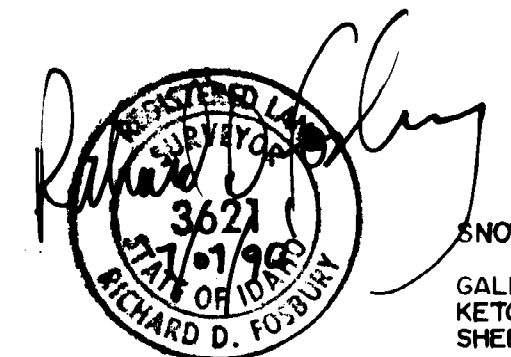


**LEGEND**

- Found Brass Cap
- ⊙ Found 1" Iron Pipe
- Found 1/2" Rebar
- Set 1/2" Rebar, L.S. 3621

**NOTES**

1. A 10 foot Public Utility easement exists centered upon all side and rear lot lines.



SNOWBIRD SUBDIVISION  
 GALENA ENGINEERING, INC.  
 KETCHUM, IDAHO  
 SHEET 1 OF 2

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SNOWBIRD TOWNHOMES OWNER'S ASSOCIATION, INC.**

THIS DECLARATION is made effective as of the 31<sup>st</sup> day of January 2022, by Scott J. Edwards ("Grantor").

**ARTICLE 1: RECITALS**

1.1 Grantor is the owner of all of the real property located in the City of Ketchum, County of Blaine, State of Idaho, described in the attached Exhibit A (the "Property").

1.2 The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively "Restrictions") that apply to the Property. The Restrictions are designed to preserve the Property's value, desirability, and attractiveness, to ensure a well-integrated high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon, in a cost effective and administratively efficient manner.

**ARTICLE II: DECLARATION**

Grantor declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

A. shall be appurtenant and run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any subplot, parcel, or portion thereof;

B. shall inure to the benefit of every subplot, parcel, or portion of the Property and any interest therein; and,

C. shall inure to the benefit of, and be binding upon, Grantor, Grantor's successors in interest, and each grantee or Owner, and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner, or such Owner's successors in interest, or by the Association as hereinafter described.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to post signs incidental to construction, sales, or leasing, nor Grantor's right to modify plans for the Property, all in accordance with any necessary approvals of the City of Ketchum..

### ARTICLE III: DEFINITIONS

- 3.1 Architectural Committee shall mean the committee created by the Grantor or an Association pursuant to Article X hereof.
- 3.2 Articles shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.
- 3.3 Assessments shall mean those payments required of Owners or Association Members, including Regular, Special, and Limited Assessments of the Association as further defined in this Declaration.
- 3.4 Association shall mean the Idaho profit or non-profit corporation, and its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Grantor shall have the power, in his discretion, to name the Association Snowbird Townhomes Owner's Association, Inc., or any similar name which fairly reflects its purpose.
- 3.5 Association Rules shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of the Association.
- 3.6 Board shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.
- 3.7 Building Footprint shall mean that portion(s) of the Property so designated as "Building Footprint" on the plat for the Property or by Supplemental Declaration.
- 3.8 Building Lot shall mean one or more sublots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.
- 3.9 Bylaws shall mean the Bylaws of the Association.
- 3.10 Declaration shall mean this Declaration as it may be amended from time to time.
- 3.11 Design Guidelines shall mean the construction guidelines approved by the Architectural Committee.
- 3.12 Grantor shall mean SCOTT J. EDWARDS, and his successors in interest, or affiliates of the Grantor, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantor or his successor. An affiliate shall mean any entity with some form of common ownership interest with the Grantor or partners of the Grantor.
- 3.13 Improvement shall mean any structure, facility, or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under, or in, any portion of the Property, including but not limited to buildings, underground invisible fences, streets, drives, parking areas, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, and fixtures of any kind whatsoever.

3.14 Landscape Easements shall mean any portion of a Building Lot located within the landscape easements designated on the Plat or in a Supplemental Declaration. This Landscape Easement is in addition to the general landscape easement described in Sections 5.5.2.3 and 11.7 of this Declaration.

3.15 Limited Assessment shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, including interest thereon as provided in this Declaration.

3.16 Common Area shall mean all real and personal property and fixtures in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Property and each Owner therein, and shall include, without limitation, all such parcels that are designated on the plat as parking areas, common areas, common open space areas, common landscaped areas, lighting located in common areas, snow melt boilers located in basements and all irrigation systems. The Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include fee, leasehold, easement and/or license rights.

3.17 Limited Common Area shall mean those common areas and facilities designated herein or on the plat for use by Owners of particular sublots to the exclusion of others.

3.18 Member shall mean each person or entity holding a membership in the Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership.

3.19 Owner shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.20 Person shall mean any individual, partnership, corporation, or other legal entity.

3.21 Plat shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Blaine County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.22 Property shall mean the real property described in Exhibit A, including each subplot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by Supplemental Declaration or otherwise.

3.23 Regular Assessment shall mean the portion of the cost of maintaining, improving, repairing, managing, and operating the Common Area and all Improvements located thereon, and the other costs of an Association which is to be levied against the Property of and paid by each Owner to the Association, pursuant to the terms of this Declaration or a Supplemental Declaration.

3.24 Special Assessment shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be



paid by each Owner to the Association, pursuant to the provisions of this Declaration or a Supplemental Declaration.

3.25 Sublot shall mean that portion(s) of the Property designated as a “sublot” on the plat for the Property.

3.26 Supplemental Declaration shall mean any Supplemental Declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Property.

3.27 Waterway shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, or reservoir, natural or artificial, which is located on the Property and which is included within or managed as Common Area.

#### ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures - Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use and Size of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure. The Owner shall be allowed to lease their Building Lot(s), long term (at least a consecutive six-month term), for single family use; provided however, it shall be the Owner’s responsibility to insure that all such tenants abide by the terms of this Declaration and any Rules and Regulations of the Association. There shall be no outbuildings of any kind (whether detached or not) allowed on any Building Lot. Any additions or alterations to the originally constructed structure shall be subject to the Architecture Committee’s approval. Such addition, if allowed by the City of Ketchum and/or the Architecture Committee, shall match the style, look and color of the existing structure

4.1.2 Architectural Committee Review. No Improvements above or below ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed, or materially altered or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including Architectural Committee approved architectural roofing material, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions. In addition, the approval of the City of Ketchum shall be required prior to the alteration, removal or construction of any improvements on the Property.

4.1.3 Setbacks and Height. The height of any structure on a Building Lot shall be in conformance with the requirements of the Ketchum City Zoning Ordinance. Set back requirements for all structures on a Building Lot shall be in conformance with the plat of the Property.

4.1.4 Mailboxes. If mailboxes are allowed by Ketchum City Zoning, the mailbox shall be a group mailbox for all Owners.

4.1.5 Fencing. There shall be allowed either above ground or below fences on any Building Lot unless constructed by Grantor.

4.1.6 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards, and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided.

Approval by the City of Ketchum shall be required for any removal, alteration or addition to exterior lighting on the Property.

4.2 Antennae. No exterior radio antenna, television antenna or other antenna of any type shall be erected or maintained on the property unless it is approved by the Architectural Committee of the Association per Article X and located or screened in a manner acceptable to said Architectural Committee. No satellite dishes shall be allowed on the Property; provided, however, that small dishes of approximately three (3) feet or less diameter may be placed in an appropriate portion of a Lot not visible from the street if allowed by the Architectural Committee, and subject to all terms and conditions, including screening, which may be imposed in the sole discretion of the Architectural Committee.

4.3 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by the Association or which would be in violation of any law.

4.4 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest therein be subdivided in any way.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee or Association, and the City of Ketchum if otherwise so required, except:

(A) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; and

(B) such signs identifying the Property, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area.

Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the Architectural Committee or the Association.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its

occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in the Ketchum City Code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

4.7 Exterior Maintenance: Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair (subject to the Association's obligation to maintain all landscaping on the Property as set out in Article V). In the event that any Owner shall permit any Improvement which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or damages property for facilities on or adjoining their Building Lot which would not otherwise be the Association's responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VIII of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.8 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the applicable Architectural Committee. For the purposes hereof, established drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from the Common Area over any Building Lot in the Property.

4.9 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system shall be permitted on any Building lot. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Ketchum City Water System and pay all charges assessed therefor.

4.10 No Hazardous Activities. No activities shall be conducted on the Property, and improvements constructed on any Building lot which are or might be unsafe or hazardous to any person or property.

4.11 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot above or below ground so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the Architectural Committee. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to

other property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Building Lot, garage or parking area except within an enclosed residence structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.12 No Temporary Structures. No house trailer, mobile home, tent, shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

4.13 No Unscreened Boats, Campers, and Other Vehicles. No boats, trailers, campers, snowmobiles, RV's, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles, or similar equipment shall be placed upon any portion of the Property unless the same are enclosed in a garage concealing them from view in a manner approved by the Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.14 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Ketchum City Sewer System and pay all charges assessed therefor.

4.15 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This paragraph 4.15 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.16 Energy Devices. Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Architectural Committee. This paragraph 4.16 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.17 Vehicles and Parking Areas. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within the Property. No on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front, or backyard. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path or block another owner's access in any way. There shall be no parking of vehicles in garage access areas. The Association, in its sole discretion, may promulgate rules to govern the use of all parking areas and garages above or below ground; the Property shall be subject to all such rules. The maximum speed limit on the Property or any part thereof shall be 5 miles per hour.

4.18 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. Whether a pet is considered a nuisance and therefore prohibited shall be solely determined by a majority of the Board. This paragraph 4.18 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog shall be kept on

a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. No dog or cat shall be allowed in any Waterway. The construction of dog runs or other pet enclosures shall not be allowed. Pet control shall only be by underground invisible type fence.

4.19 Exemption of Grantor.– Nothing contained herein shall limit the right of Grantor to grant licenses, to reserve rights-of-way and easements with respect to the Common Area to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales, lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor or an affiliate of Grantor on any portion of the Property owned by Grantor or an affiliate of Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Blaine County Recorder.

4.20 Conveyances to and from Municipalities. The Board shall have the power to convey any portion of the Common Area in the Property to the City, the County of Blaine, the State of Idaho, the United States of America, or any political subdivision thereof. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

#### ARTICLE V: SNOWBIRD TOWNHOMES OWNER'S ASSOCIATION

5.1 Organization of Snowbird Townhomes Owner's Association. The Snowbird Townhomes Owner's Association ("Association") shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Property.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Property, Building Lot, or any portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below:

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and shall be entitled to three (3) votes for each Building Lot of which Grantor is the Owner.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owners right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such owners as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Article or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager, and to contract for snow removal and the maintenance, repair, replacement, and operation of the Common Area and the care and maintenance of all landscaping located on the Property. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend, and repeal (by majority vote of the Board) such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercisable by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

5.5.1.6 Licenses, Easements, and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area, and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

5.5.1.6.1       Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television, or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services; and,

5.5.1.6.2       Public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

The right to grant such licenses, easements, and rights-of-way is hereby expressly reserved to the Association.

5.5.2       Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of all Landscaping on the Property. Operate, maintain, and otherwise manage on the Property, or provide for the operation, maintenance, and management of all landscaping in the Common Area, including the repair and replacement of property damaged or destroyed by casualty loss. Additionally, the Association may, in its discretion, limit or restrict the use of the Common Area to the Owners residing on the Property. Further it shall be the duty of each Owner to be responsible to water lawns and landscaping plants (exterior), and to plant, water, replant and maintain all terraces, pots, planters, baskets, lawns, landscaping, etc.

5.5.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area performing all duties assigned to the Association hereunder.

5.5.2.3 Maintenance of Berms and Retaining Walls. Maintain the berms, retaining walls, and water amenities on the Property.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area or against the Property, the Association, and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state, or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area. The Association shall maintain, repair, and operate any sewer lift stations located on the Property.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable.

5.5.2.7 Rule Making. Make, establish, promulgate, amend, and repeal such Association Rules as the Board shall deem advisable.

5.5.2.8 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration.

5.5.2.9 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or the Bylaws, including, without limitation, the recordation of any claim of lien with the Blaine County Recorder, as more fully provided herein.



5.5.2.10 Private Streets, Signs, and Lights. Maintain, repair, or replace the street signs and private street lights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the City of Ketchum consents to such waiver.

5.5.2.11 Maintenance. The Association shall be responsible (with monies generated by assessment) to maintain (pursuant to a maintenance schedule established solely by the Association) any improvements located on or in any Common Area.

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any owner of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

5.7.1 A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.8 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than thirty (30) days, nor more than forty five (45) days, before the meeting and shall set forth the place, date, and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member, where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

## ARTICLE VI: RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Every Owner shall have a right to use each parcel of the Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

6.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments;

6.1.2 The right of the Association to suspend the voting rights and rights to use of, or interest in, the Common Area recreational facilities (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for each infraction of the Association Rules; and,

6.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be permitted by the Articles and the Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing three-fourths (3/4) of each class of Members has been recorded.

6.1.4 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas which interfere with the intended use of such areas as private street, cul-de-sacs and walkways or which obstruct the view of Baldy Mountain.

6.2 Designation of Common Area. Grantor shall designate and reserve the Common Area in the Declaration, Supplemental Declarations, and/or recorded Plats, deeds, or other instruments, and/or as otherwise provided herein.

6.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building lot.

6.4 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests or invitees, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

## ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any portion of the Property, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

7.1.1 Assessment Constitutes Lien. Such Assessments and Charges, together with interest, costs, and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

7.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner. Provided however the Assessment shall remain as an enforceable lien until paid.

7.2 Regular Assessments. All Owners, including the Grantor, are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by an Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis or to perform all duties and responsibilities to be performed by the Association as set out herein (collectively "Expenses").

7.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred on the Property for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of an Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

7.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner, except Grantor, for any given fiscal year shall be computed as follows:

7.2.3.1 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots on the Property.

7.2.3.2 Up until two (2) years following the date of the sale of a Building Lot on the Property, the Grantor shall be assessed the difference between the total revenue of the Association less the total expenses of the Association ("Shortfall") for the Property. The Grantor agrees to pay the cost of any Shortfall in order to properly maintain the Property during the development of the Property. After two (2) years from the date of the first sale of a Building Lot on the Property, the Grantor shall be assessed the Regular Assessment (defined in Section 7.2.3.1) for each Building Lot remaining in the Property. This reduced assessment is in return for the

Grantor paying the maintenance obligations for the Common Area prior to the acceptance of these obligations by the Association.

### 7.3 Special Assessments.

7.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing three-fourths of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

7.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for an Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot or Limited Common Area into compliance with the provisions of the governing instruments for the Property.

7.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

7.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1st of each year and terminate December 31st of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

7.7 Notice and Assessment Due Date. Ten (10) days' prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment of Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by an Association. An Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all

interest, costs and attorney's fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owners Building Lot.

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the Signor shall have had no actual knowledge.

7.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot in the Property, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

#### ARTICLE VIII: ENFORCEMENT OF ASSESSMENT; LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

8.2 Assessment Liens.

8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the rate of 18% and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lot upon recordation of a claim of lien with the Blaine County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency

and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Blaine County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by notice and sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho law applicable to the exercise of powers of notice and sale permitted by law with regard to Deeds of Trust or foreclosure of Mortgages. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

8.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the Office of the Blaine County Recorder.

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 8.6 with respect to a first mortgagee who acquires title to Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

8.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

#### ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

9.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committee of the Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

9.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

9.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

9.2.2 Hours and days of the week when such an inspection may be made.

9.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article IX.

9.3 Director's Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

#### ARTICLE X: ARCHITECTURAL COMMITTEE

10.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on the Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee shall be an Owner or professional in the real estate, architecture or construction industry. Members of the Architectural Committee may be removed by the Board at any time with or without cause.

10.2 Grantor's Right of Appointment. At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration in which Grantor is the Owner of at least one Building Lot, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural

Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association or obstruct the views of Baldy Mountain.

10.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Applicant to reimburse an Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, fees may be reduced for such application approvals.

Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

10.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within twenty (20) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article X shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within twenty (20) days after the date of filing said materials with the Architectural Committee. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, that the views of Baldy Mountain remain unobstructed and that the upkeep and maintenance thereof will not become a burden on the Association.



10.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 10.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

10.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

10.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

10.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

10.7.1 Upon the completion of any work for which approved plans are required under this Article X, the Owner shall give written notice of completion to the Architectural Committee.

10.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

10.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance with sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

10.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to any Association, or to any Owner or Grantee for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, maintenance of views of Baldy Mountain, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

10.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. However no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the county Recorder of Blaine County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

## ARTICLE XI: EASEMENTS

11.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES  
OWNER'S ASSOCIATION, INC.\21

adjacent Building Lots due to the unwilful placement or settling or shifting of the sidewalks constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph 11.1

11.2 Easements of Access. All Owners of Building Lots shall have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, parking areas and garages, cul-de-sacs and walkways. The easements shall be appurtenant and run with the land. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the property, for pedestrian walkways, vehicular access, parking, and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or the Common Area.

11.3 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, parking, access to parking, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any improvement including fencing, retaining walls, lighting facilities, parking areas, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of any Association the right to grant additional easements and rights-of-way over the Property, as appropriate, to the Property until close of escrow for the sale of the last Building lot in the property to a purchaser.

11.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

11.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

11.4.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service to such Owner's Building Lot.

11.5 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or with respect to the sharing of the cost therefor, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

11.6 General Easement. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building Lots and/or Limited Common Areas, for the purpose of installing, maintaining, replacing, and restoring exterior landscaping, natural vegetation and habitat, snow removal and the Common Area. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, snow removal, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting, and such other landscaping activities within the Property as such Association shall determine to be necessary from time to time. This general easement is also reserved to the Association, its contractors and agents to enter those portions of Building Lots and/or Limited Common Areas for the purpose of installing, maintaining and replacing the Common Area elements of the snow melt boilers and equipment.

11.7 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or retaining wall legitimately constructed on a Building Lot by Grantor is located within five (5) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed five (5) feet from the Building Lot line) for purposes of maintaining and repairing such wall and eaves or other overhangs.

11.8 Waterway Easements. Grantor hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Grantor on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

11.9 Sewer Covenants and Restrictions. All Lots within the Property shall be subject to and restricted by the following covenants and restrictions:

11.9.1 A monthly sewer charge must be paid after connecting to the Ketchum City public sewer system, according to the ordinances and laws of Ketchum City.

11.9.2 The Owner of the Building Lot shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Building Lot is to be connected the City's sewage system and building sewer is constructed or installed on or with Owner's Lot.

11.9.3 The Grantor of this subdivision shall have the right and power to bring all actions against the Owner of the Property conveyed or any part thereof for the collection of any charges herein required and to enforce the conditions herein stated. This covenant shall be appurtenant and run with the land.

11.10 Specific Landscape Easement.— Grantor hereby reserves for the benefit of the Association a perpetual Landscape Easement. Such easement shall allow the Association to install and maintain the berms, retaining walls, and landscaping within the Property.

11.11 Cross Easements. Grantor hereby reserves for the benefit of the Members, Owners and the Association access across easements as designated on the Plat.

## ARTICLE XII: MISCELLANEOUS

12.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run until January 2030, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Blaine County Recorder.

## 12.2 Amendment.

12.2.1 By Grantor. Except as provided in paragraph 12.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination.

12.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article XII, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Blaine County Recorder. Any amendment to this Article XII shall require the vote or written consent of Members holding three-fourths (3/4) of the voting power of the Association.

12.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

12.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lots shall remain subject to this Declaration, as amended.

12.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph 12.4.

## 12.5 Enforcement and Non-Waiver.

12.5.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot or the Association shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

12.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES  
OWNER'S ASSOCIATION, INC.\24

and will give rise to a cause of action in the Grantor, the Association or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

12.5.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

12.5.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

12.5.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

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

12.6.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

12.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 12.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

12.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural singular, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

12.6.4 Captions. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

12.7 Successors and Assigns. All references herein to Grantor, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners, Association, or person.

12.8 Attorney Fees. In the event that Grantor, the Association or an Owner retains an attorney for the purpose of enforcing any right or duty arising out of this Declaration, the non-prevailing party in such dispute shall pay to the prevailing party the latter's reasonable attorney fees, whether or not litigation is actually instituted, and on appeal.

IN WITNESS WHEREOF, the Grantor has executed this Declaration effective as of the date first set forth above.

## **GRANTOR**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES  
OWNER'S ASSOCIATION, INC.\25

SCOTT J. EDWARDS

\_\_\_\_\_  
STATE OF IDAHO )  
                  ) ss.  
County of Blaine )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me a Notary Public in and for said State, personally appeared Scott J. Edwards, known to me to be the person who executed the within and foregoing document and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT A**

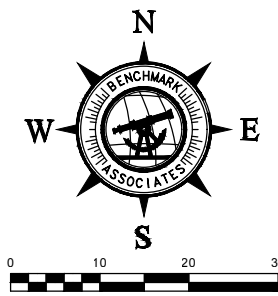


**ATTACHMENT B:**  
**Subdivision Preliminary Plat**  
**plan set – Snowbird**  
**Subdivision (P21-056)**

# SNOWBIRD SUBDIVISION: LOTS 1A & 2A

LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
WHEREIN THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION IS AMENDED.

## MARCH 2022 PRELIMINARY PLAT



### LEGEND:

- PROPERTY LINE
- LOT LINE ELIMINATED
- EASEMENT LINE
- BLAINE COUNTY GIS TIE
- APPROXIMATE EDGE BUILDING
- EDGE PAVEMENT
- EXISTING WOOD FENCE
- EXISTING ELECTRIC LINE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- TELE BOX
- CATV BOX
- ELECTRIC BOX
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- SET 5/8" REBAR, PLS 9561
- FOUND ALUMINUM CAP
- EXISTING TREE



VICINITY MAP  
NOT TO SCALE

### OWNER OF RECORD

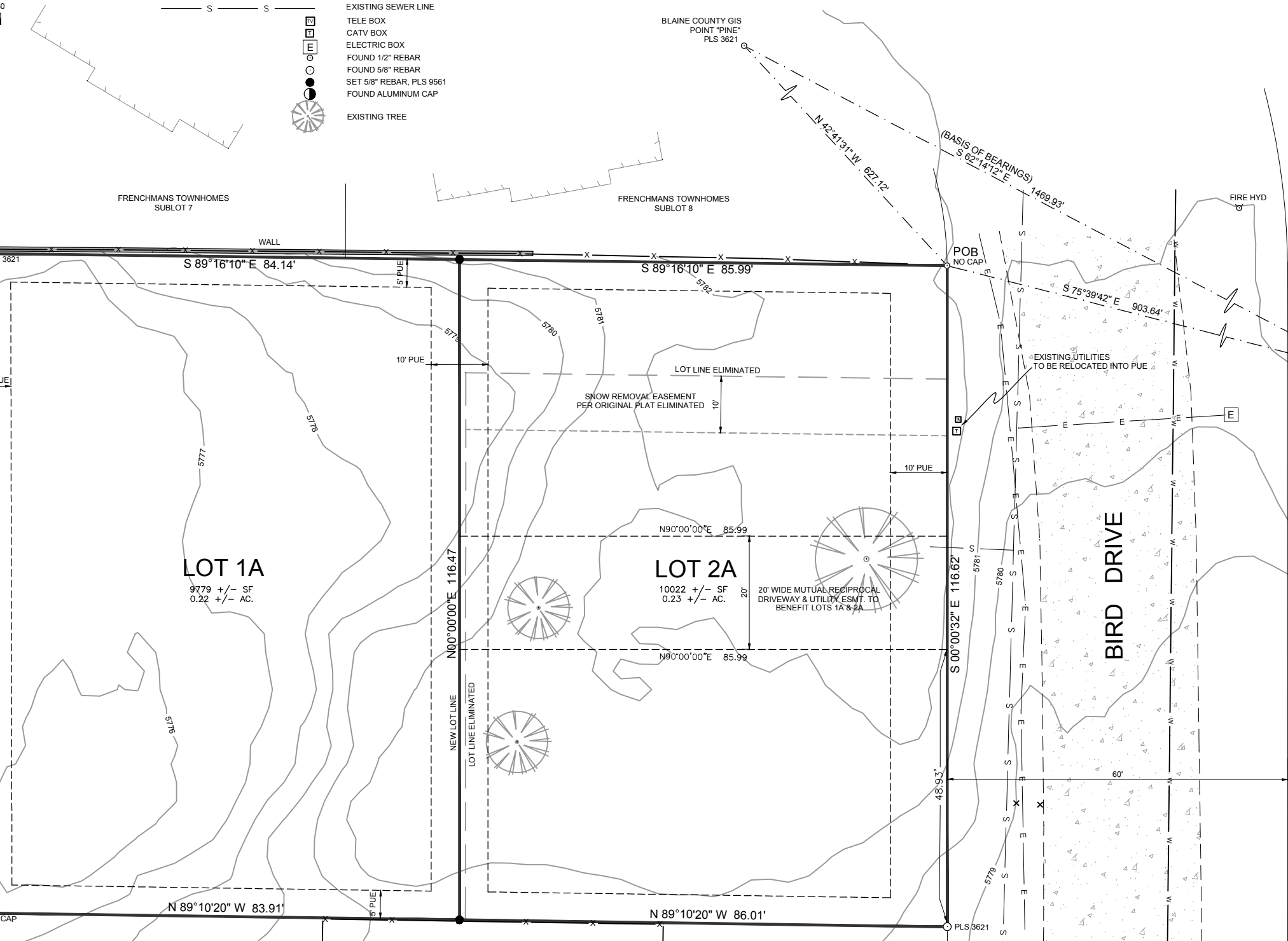
SCOTT J. EDWARDS  
13019 NAOMILAWN DRIVE SOUTHWEST  
LAKEWOOD, WA 98498

### SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS PLAT IS TO AMEND THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
  - A. ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.

### NOTES:

1. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT IS GRANTED ALONG FRONT PROPERTY LINE AS SHOWN HEREON.
2. A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT LOTS 1A & 2A IS GRANTED AS SHOWN HEREON.
3. A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
4. CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
5. UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
6. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.



### HEALTH CERTIFICATE

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

Dated: \_\_\_\_\_  
South Central Public Health District, REHS



<b>SNOWBIRD SUBDIVISION: LOTS 1A &amp; 2A</b>		
LOCATED WITHIN SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO		
PREPARED FOR: SCOTT J. EDWARDS		
PROJECT NO. 21070	DWG BY: DWS/CPL	21070pre2022.DWG
PRELIMINARY PLAT	DATE: 03/21/2022	SHEET: 1 OF 1

**ATTACHMENT C:**  
**Plan Set - Townhouse**  
**Preliminary Plat for Lot 1A**  
**(P21-058)**

# SNOWBIRD TOWNHOMES I

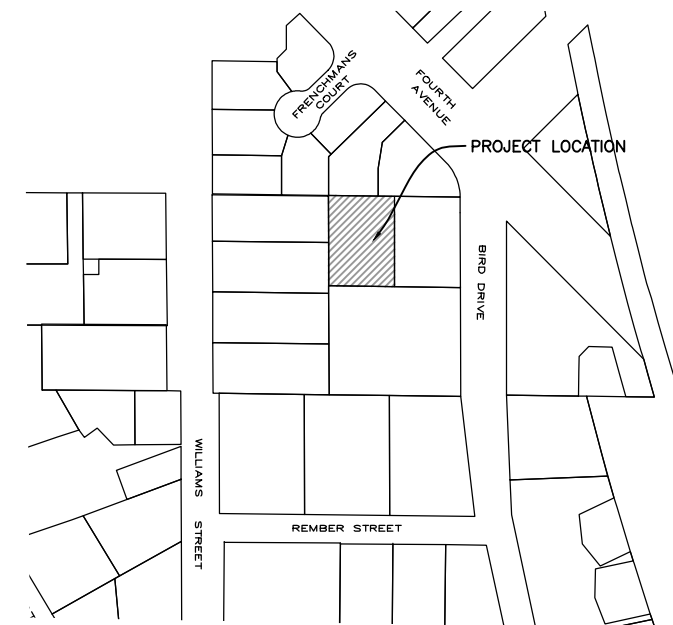
LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

A TOWNHOUSE SUBDIVISION OF SNOWBIRD SUBDIVISION, LOT 1A, CREATING TWO SUBLOTS.

## MARCH 2022 PRELIMINARY PLAT

### OWNER OF RECORD

SCOTT J. EDWARDS  
13019 NAOMILAWN DRIVE SOUTHWEST  
LAKEWOOD, WA 98498



VICINITY MAP  
NOT TO SCALE

### SURVEYOR'S NARRATIVE:

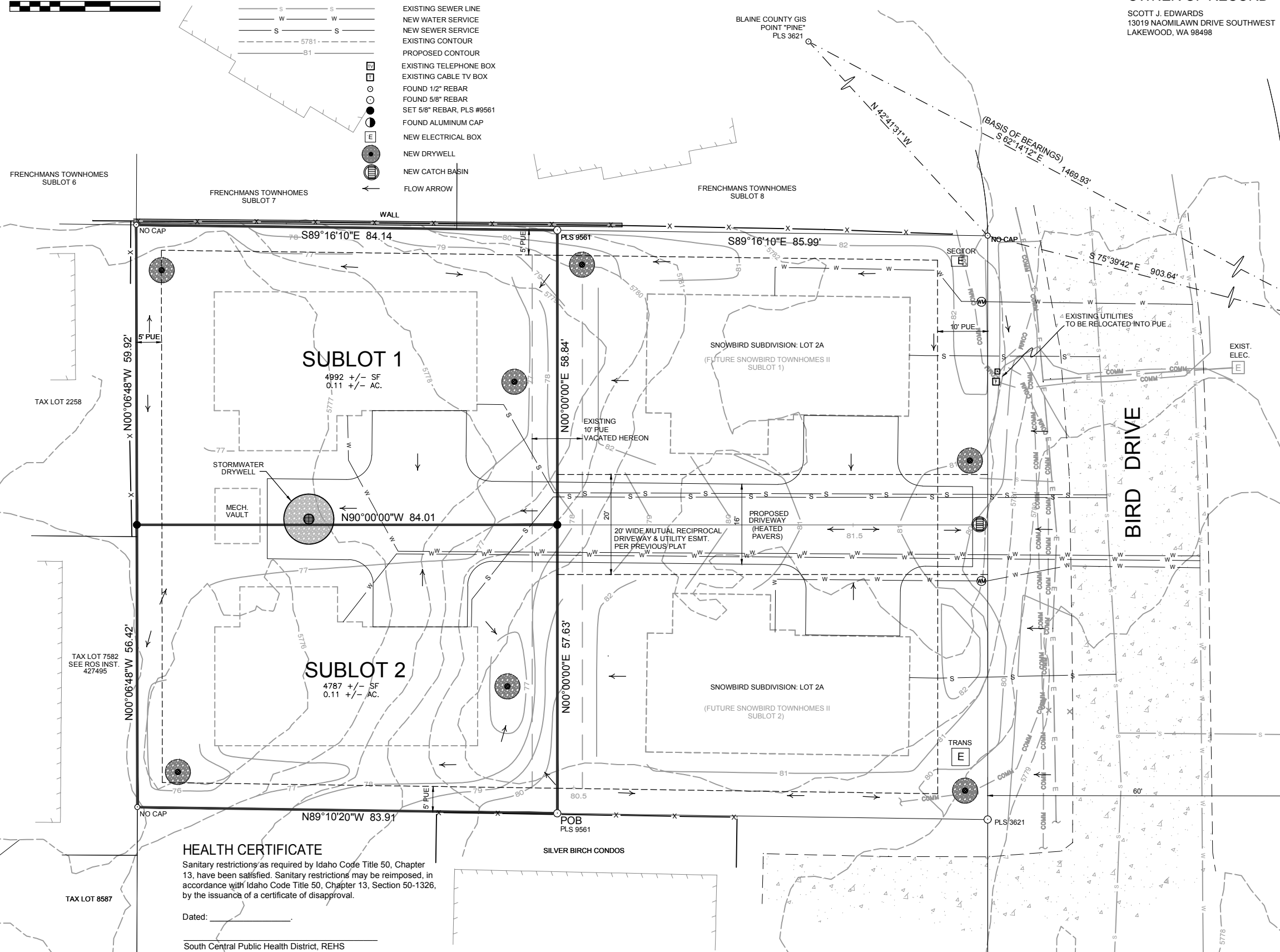
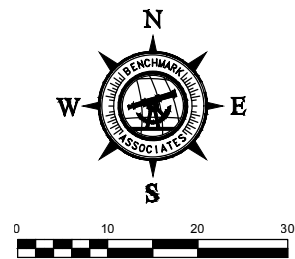
- THE PURPOSE OF THIS PLAT IS TO CREATE TWO TOWNHOUSE SUBLOTS. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
- DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
- DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
  - ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.
  - REPLAT OF "SNOWBIRD SUBDIVISION: LOTS 1A & 2A", INST. NO. \_\_\_\_\_

### NOTES:

- THE TOWNHOME DECLARATION FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. \_\_\_\_\_, RECORDS OF BLAINE COUNTY, IDAHO.
- THE PHASED DEVELOPMENT AGREEMENT FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. \_\_\_\_\_, RECORDS OF BLAINE COUNTY, IDAHO.
- ALL TOWNHOME OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR ACCESS AND EXISTING/ FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, MECHANICAL VAULTS, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
- A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS ALONG FRONT PROPERTY LINE PER PREVIOUS PLAT.
- A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT SNOWBIRD SUBDIVISION, LOT 2A & SNOWBIRD TOWNHOMES I, SUBLOTS 1 & 2 EXISTS PER PREVIOUS PLAT.
- CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
- A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
- GARAGE(S) MAY NOT BE CONDOMINIUMIZED, SOLD AND/OR OWNED SEPARATE FROM THE CORRESPONDING DWELLING UNIT WITHIN THE TOWNHOUSE DEVELOPMENT.
- EXISTING UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
- PROPOSED UTILITIES, CONTOURS & DRAINAGE PER CIVIL & LANDSCAPE PLANS.
- CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.

### LEGEND:

- PROPERTY LINE
- EASEMENT LINE
- EASEMENT LINE VACATED
- APPROXIMATE BUILDING FOOTPRINT
- BLAINE COUNTY GIS TIE
- APPROXIMATE EXISTING BUILDING
- EDGE PAVEMENT
- EXISTING WOOD FENCE
- EXISTING ELECTRIC LINE
- EXISTING COMMUNICATION LINE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- NEW WATER SERVICE
- NEW SEWER SERVICE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING TELEPHONE BOX
- EXISTING CABLE TV BOX
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- SET 5/8" REBAR, PLS #9561
- FOUND ALUMINUM CAP
- NEW ELECTRICAL BOX
- NEW DRYWELL
- NEW CATCH BASIN
- FLOW ARROW

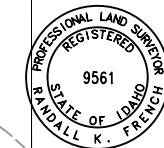


### HEALTH CERTIFICATE

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

Dated: \_\_\_\_\_

South Central Public Health District, REHS



<b>SNOWBIRD TOWNHOMES I</b>		
LOCATED WITHIN SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO		
PREPARED FOR: SCOTT J. EDWARDS		
PROJECT NO. 21070	DWG BY: DWS/CPL	21070PH1.DWG
PRELIMINARY PLAT	DATE: 03/21/2022	SHEET: 1 OF 1

**ATTACHMENT D:**  
**Plan Set - Townhouse**  
**Preliminary Plat for Lot 2A**  
**(021-059)**

# SNOWBIRD TOWNHOMES II

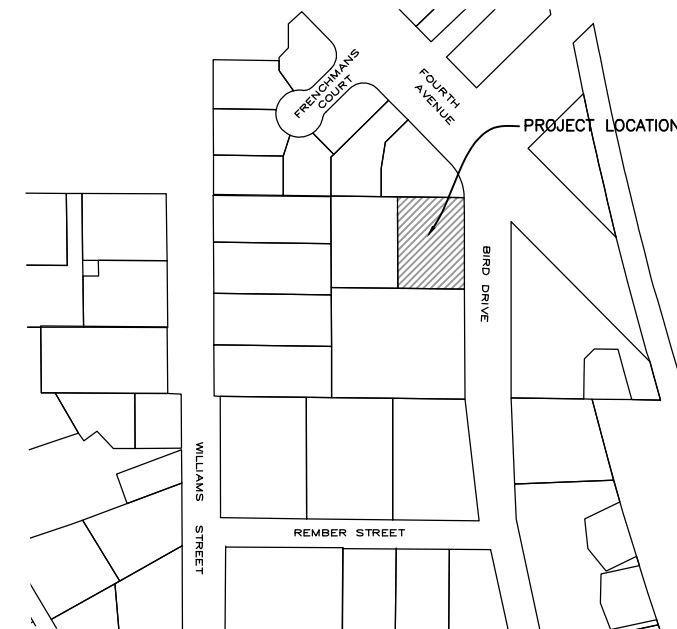
LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

A TOWNHOUSE SUBDIVISION OF SNOWBIRD SUBDIVISION, LOT 2A, CREATING TWO SUBLOTS.

## MARCH 2022 PRELIMINARY PLAT

### OWNER OF RECORD

SCOTT J. EDWARDS  
13019 NAOMILAWN DRIVE SOUTHWEST  
LAKEWOOD, WA 98498



VICINITY MAP  
NOT TO SCALE

### SURVEYOR'S NARRATIVE:

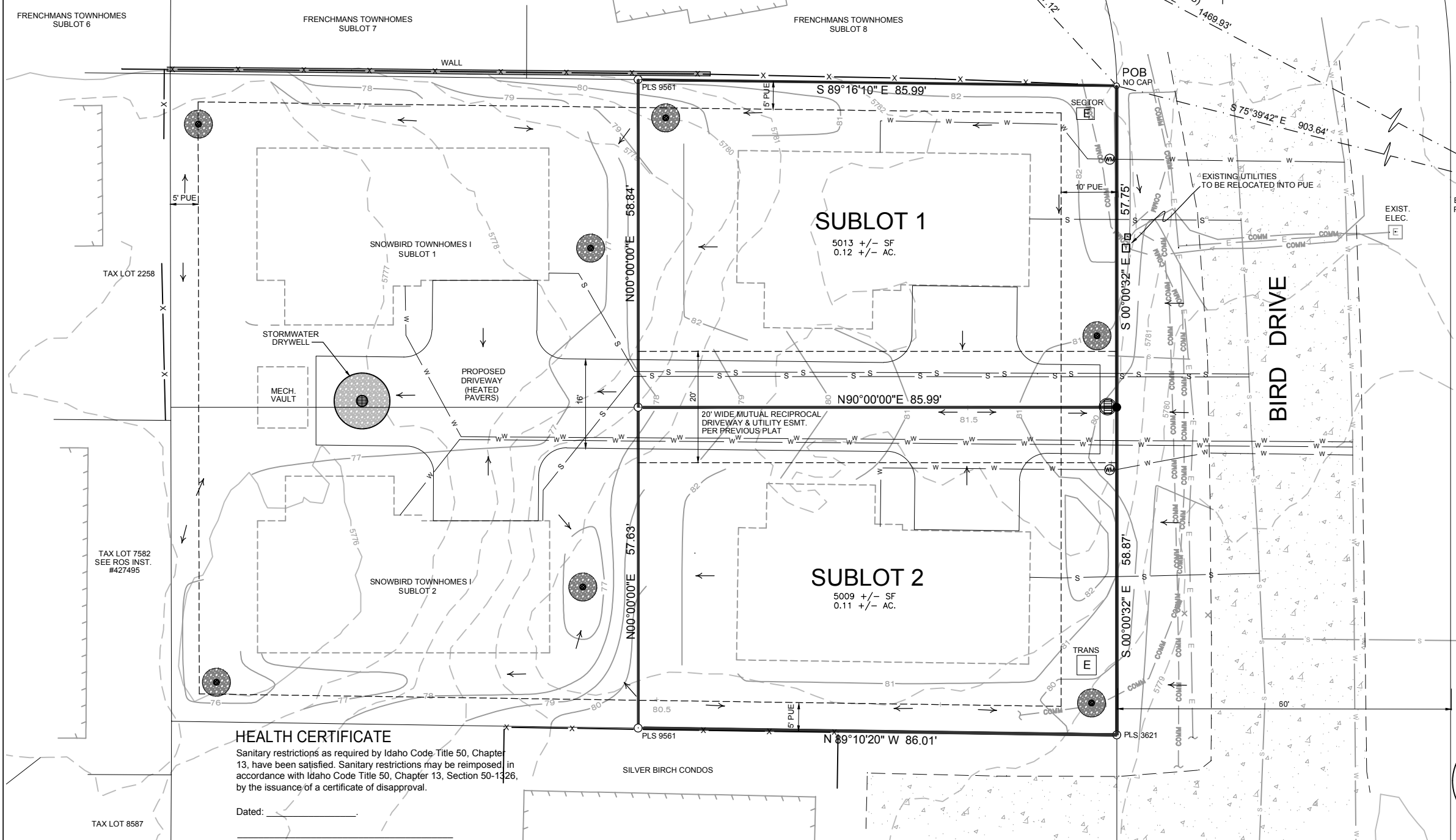
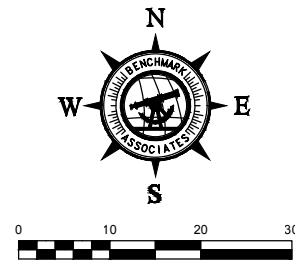
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- DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
  - ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.
  - REPLAT OF "SNOWBIRD SUBDIVISION: LOTS 1A & 2A", INST. NO. \_\_\_\_\_.
  - SNOWBIRD TOWNHOMES I, INST. NO. \_\_\_\_\_.

### NOTES:

- THE TOWNHOME DECLARATION FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. \_\_\_\_\_, RECORDS OF BLAINE COUNTY, IDAHO.
- THE PHASED DEVELOPMENT AGREEMENT FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. \_\_\_\_\_, RECORDS OF BLAINE COUNTY, IDAHO.
- ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR ACCESS AND EXISTING/FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, MECHANICAL VAULTS, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
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- A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT SNOWBIRD TOWNHOMES I, SUBLOTS 1 & 2, AND SNOWBIRD TOWNHOMES II, SUBLOTS 1 & 2 EXISTS PER PREVIOUS PLAT.
- CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
- A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
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- PROPOSED UTILITIES, CONTOURS & DRAINAGE PER CIVIL & LANDSCAPE PLANS.
- CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.

### LEGEND:

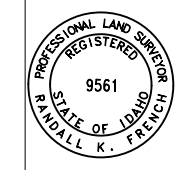
- PROPERTY LINE
- EASEMENT LINE
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- 
- 
- 
- FOUND ALUMINUM CAP
- NEW ELECTRICAL BOX
- NEW DRYWELL
- NEW CATCH BASIN
- FLOW ARROW



### HEALTH CERTIFICATE

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

Dated: \_\_\_\_\_



<b>SNOWBIRD TOWNHOMES II</b>		
LOCATED WITHIN SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO		
PREPARED FOR: SCOTT J. EDWARDS		
PROJECT NO. 21070	DWG BY: DWS/CPL	21070ph2.DWG
PRELIMINARY PLAT	DATE: 03/21/2022	SHEET: 1 OF 1

**ATTACHMENT E:**  
**Draft Findings of Fact,**  
**Conclusions of Law, and**  
**Decision for P21-056**



City of Ketchum  
Planning & Building

IN RE: )  
 )  
 220-222 Bird Dr Subdivision ) **KETCHUM CITY COUNCIL**  
 Subdivision – Preliminary Plat ) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**  
 Date: May 2, 2022 ) **DECISION**  
 )  
 File Number: 21-056 )

PROJECT: 220-222 Bird Dr Subdivision

APPLICATION TYPE: Subdivision – Preliminary Plat

FILE NUMBER: P21-058

ASSOCIATED APPLICATIONS: Design Review (P21-061 and P21-062)  
 Townhouse Subdivision Preliminary Plats (P21-058 and P21-059)

REPRESENTATIVE: Dave Patrie, Benchmark Associates (Engineer)

OWNER: Scott J Edwards

LOCATION: 220 and 222 Bird Drive

ZONING: General Residential Low Density (GR-L)

OVERLAY: None

**RECORD OF PROCEEDINGS**

The City of Ketchum received the applications for Subdivision Preliminary Plat, Townhouse Preliminary Plat, and Design Review on June 22, 2021. The applications were reviewed concurrently and certified complete on March 1, 2022. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on March 1, 2022.

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on March 23, 2022. The public hearing notice was published in the Idaho Mountain Express the on March 23, 2022. A notice was posted on the project site and the city’s website on March 23, 2022.

The Planning & Zoning Commission considered the Snowbird Subdivision Preliminary Plat (File No. P21-056) application during their regular meeting on April 12, 2022. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Planning & Zoning Commission unanimously



recommended approval of the Subdivision Preliminary Plat (File No. P21-056) application to the City Council.

The City Council reviewed the application materials, staff analysis, and recommendation from the Planning and Zoning Commission at their regular meeting on May 2, 2022. Following review, the City Council approved the subdivision preliminary plat with no changes.

### BACKGROUND

The Applicant is proposing four detached townhomes each approximately 3,700 square feet and three stories (the “project”), located at 220 and 222 Bird Dr. (the “subject property”). The subject property is a two-lot subdivision platted in 1990, named Snowbird Subdivision, zoned General Residential – Low Density (GR-L). Detached townhomes are a permitted use within the GR-L zone district but restricted to a maximum of two dwelling units per lot per Ketchum Municipal Code 17.12.020 – District Use Matrix.

The existing subdivision includes one lot fronting Bird Dr. and a flag lot with limited frontage on Bird Dr. The current flag lot condition is nonconforming as the subdivision regulations do not permit flag lots. To develop the property with the proposed four detached townhouses, two per lot, the applicant has proposed to first reconfigure the lot lines between Lots 1 and 2 and realign the access to a consolidated central access easement. After the reconfiguration of lot lines and access, design review approval and townhouse subdivision preliminary plat approval are required separately for each lot for the proposed detach townhouses. The applicant has submitted all five required applications as outlined above for consideration by the Planning and Zoning Commission.

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

The applicant has requested phased development agreements for both lots to permit the filing of the final plats once a certificate of occupancy has been issued for the first unit. Staff is supportive of the request and has drafted two phased development agreements, one for each lot, for consideration by the Planning and Zoning Commission.

### FINDINGS OF FACT

The City Council, 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:

#### FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements				
Compliant			City Code	City Standards
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on June 22, 2021.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.
			<i>Findings</i>	The subdivision application was deemed complete on March 1, 2022.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:  The scale, north point and date.
			<i>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "Snowbird Subdivision: Lots 1A & 2A " which is not the same as any other subdivision in Blaine County, Idaho.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Findings</i>	As shown on Sheet 1, the owner and subdivider is Scott J. Edwards. The plat was prepared by Randall K. French of Benchmark Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Findings</i>	The legal description of the area platted is shown under the title on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining townhouse subdivisions and tax lots to the north, west, and south.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Findings</i>	The property is currently vacant with no existing buildings; however, Sheet 1 of the preliminary plat shows the location of all adjacent streets (Bird Dr.) and easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of both sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			<i>Findings</i>	Plat note #4 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the locations of street rights of way (Bird Dr.), existing and proposed lot lines, existing and proposed easements, and all required numbering. The purpose of the plat is to realign the property lines between Lots 1 and 2, eliminate easements associated with the current lines, and

				create easements associated with new lines including a 20-foot access and utility easement.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .11	<b>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.</b>
			<i>Findings</i>	Sheet 1 outlines a 20-foot-wide access and utility easement for the benefit of Lots 1A and 2A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	<b>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.</b>
			<i>Findings</i>	No changes to existing utilities are proposed with the preliminary plat. The applicant has submitted separate townhouse subdivision plat applications for each lot (P21-058 and P21-059). Project Plans associated with those applications outline water and sewer service to proposed townhouse units.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<i>Findings</i>	This standard does not apply as no new streets are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .14	<b>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.</b>
			<i>Findings</i>	No changes to the existing drainage for the subdivision are proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<i>Findings</i>	This standard does not apply as no tests are required. All lots are served by municipal services, therefore no septic systems are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .16	<b>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.</b>
			<i>Findings</i>	No homeowner's association or condominium association is proposed for this preliminary plat application. The applicant has submitted separate townhouse subdivision preliminary plat applications which include draft documents as required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	<b>Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat includes a vicinity map in the upper right-hand corner.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	<b>The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.</b>
			<i>Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	<b>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.</b>

			<i>Findings</i>	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	<b>Lot area of each lot.</b>
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the area of Lot 1A is 9,779 square feet and the area of Lot 2A is 10,022 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	<b>Existing mature trees and established shrub masses.</b>
			<i>Findings</i>	The property is vacant with no significant trees or shrub masses.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	<b>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.</b>
			<i>Findings</i>	The applicant provided a title commitment issued by Stewart Title dated July 1, 2020 and a warranty deed recorded at Instrument Number 671079 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	<b>Three (3) copies of the preliminary plat shall be filed with the administrator.</b>
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	<b>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.</b>
			<i>Findings</i>	No improvements are proposed or required as part of this preliminary plat application. The applicant has submitted separate townhouse preliminary plat applications and associated project plans for right-of-way improvements associated with the future development of the property. Phased Development Agreements associated with those preliminary plat applications outlined the required improvements and timing of such improvements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	<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.</b>
			<i>Findings</i>	No improvements are proposed or required as part of this preliminary plat application. Improvements and timing of installation is stipulated by the Phased Development Agreements associate with separate townhouse preliminary plat applications submitted in conjunction with this preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	<b>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</b>

				<p>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>Findings</i>	No improvements are proposed or required as part of this preliminary plat application. Improvements and timing of installation is stipulated by the Phased Development Agreements associate with separate townhouse preliminary plat applications submitted in conjunction with this preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p><b>As Built Drawing:</b> Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			<i>Findings</i>	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><b>Monumentation:</b> 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"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<i>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><b>Lot Requirements:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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</li> </ol>

			<p>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"> <li>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.</li> <li>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.</li> </ol> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
		<i>Findings</i>	<ol style="list-style-type: none"> <li>1. The proposed subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet. Lot 1A is 9,779 square feet and Lot 2A is 10,022 square feet. All future development must meet minimum lot coverage and setback requirements for the GR-L zone district. Minimum lot width is an average of 80 feet. The lots are 116 feet wide.</li> <li>2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets</li> <li>3. The subject property is not a corner lot.</li> <li>4. Both lots are within 20 degrees to a right angle to the street lot line along Bird Dr.</li> <li>5. The subject property is not a double frontage lot.</li> <li>6. Lot 1A is provided access to Bird Dr. through a 20-foot-wide access and utility easement created with this plat.</li> </ol>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p> <p><b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> <li>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.</li> </ol>

				<p>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</p> <p>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</p> <p>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			<i>Findings</i>	This standard does not apply as no new blocks are being created. No changes to the existing Blocks are proposed with this plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></p> <p>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</p> <p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p> <p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet</p>

			<p>(300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<p>Bird Dr. meets city standards for right-of-way width and pavement width. No improvements are proposed or required as part of this preliminary plat application. Improvements and timing of installation is stipulated by the Phased Development Agreements associate with separate townhouse preliminary plat applications submitted in conjunction with this preliminary plat.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.I</b> 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</p>



				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.
			<i>Findings</i>	This standard does not apply as the subject property is not within a business, commercial, or light-industrial zone district and no alleys exist.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p><b>Required Easements:</b> Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, Lot 2A includes a 10-foot public utility easement along Bird Dr. The original Snowbird Subdivision recorded under Instrument Number 321440 included 10-foot public utility easements centered upon all side and rear lots lines. As part of this preliminary plat application, the applicant submitted an easement release request to Idaho Power to vacate the 10-foot public utility easement along the property line between Lots 1 and 2 as shown on Sheet 1 of the preliminary plat. On February 23, 2022 Idaho Power issued an easement release approval for the removal of said 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p><b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Findings</i>	No changes to the existing utilities are proposed. Sanitary sewer connections, locations, sizes, and the timing of installation is stipulated by the Phased Development Agreements associate with separate townhouse preliminary plat applications submitted in conjunction with this preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p><b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Findings</i>	No changes to the existing utilities are proposed. Water connections, locations, sizes, and the timing of installation is stipulated by the Phased Development Agreements associate with separate townhouse preliminary plat applications submitted in conjunction with this preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p><b>Planting Strip Improvements:</b> Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed townhouse sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p><b>Cuts, Fills, And Grading Improvements:</b> 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,</p>

			<p>streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>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.</li> <li>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.</li> <li>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.</li> <li>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>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).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>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.</li> <li>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.</li> </ol> </li> </ol>
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			<i>Findings</i>	No changes to the existing grading are proposed. Grading and drainage for the proposed townhouse developments will be reviewed under separate townhouse design review and preliminary plat applications submitted in conjunction with this preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			<i>Findings</i>	No changes to the existing drainage are proposed. Grading and drainage for the proposed townhouse developments will be reviewed under separate townhouse design review and preliminary plat applications submitted in conjunction with this preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Findings</i>	Currently, phone and cable infrastructure is located within the city’s right-of-way. Sheet 1 of the preliminary plat shows the relocation of those encroachments to the public utility easement along the front property boundary of Lot 2A, out of the right-of-way. All other utility installations will be reviewed under the separate townhouse design review and townhouse preliminary plat applications submitted in conjunction with this preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<b>Off Site Improvements:</b> Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Findings</i>	The proposed preliminary plat does not create substantial additional traffic, therefore, no improvements are required.

### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Preliminary Plat application for the development and use of the subject property.

2. The City Council has authority to review and recommend approval of the applicant's 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 Snowbird Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

#### **DECISION**

**THEREFORE**, the City Council **approves** this Preliminary Plat application (File No. P21-056) this Monday, May 2, 2022, subject to the following conditions of approval.

#### **CONDITIONS OF APPROVAL**

1. The Final Plat application shall include a plat note that states the access easement shall remain open and unobstructed year-round.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 2<sup>nd</sup> day of May 2022.

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Neil Bradshaw, Mayor  
Ketchum City Council

**ATTACHMENT F:**  
**Draft Findings of Fact,  
Conclusions of Law, and  
Decision for P21-058**



City of Ketchum  
Planning & Building

IN RE: )  
 )  
**Snowbird Townhomes Lot 1A** ) **KETCHUM CITY COUNCIL**  
**Townhouse Subdivision – Preliminary Plat** ) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**  
**Date: May 2, 2022** ) **DECISION**  
 )  
**File Number: 21-058** )

**PROJECT:** Snowbird Townhomes Lot 1A

**APPLICATION TYPE:** Townhouse Subdivision – Preliminary Plat

**FILE NUMBER:** P21-058

**ASSOCIATED APPLICATIONS:** Subdivision Preliminary Plat (P21-056)  
 Design Review (P21-061)

**REPRESENTATIVE:** Dave Patrie, Benchmark Associates (Engineer)

**OWNER:** Scott J Edwards

**LOCATION:** 222 Bird Drive – Lot 1, Block 1, Snowbird Subdivision

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

**OVERLAY:** None

**RECORD OF PROCEEDINGS**

The City of Ketchum received the applications for Subdivision Preliminary Plat, Townhouse Preliminary Plat, and Design Review on June 22, 2021. The applications were reviewed concurrently and certified complete on March 1, 2022. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on March 1, 2022.

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on March 23, 2022. The public hearing notice was published in the Idaho Mountain Express the on March 23, 2022. A notice was posted on the project site and the city’s website on March 23, 2022.

The Planning & Zoning Commission considered the Snowbird Subdivision Preliminary Plat (File No. P21-056), and Snowbird Townhomes-I Design Review (File No. P21-061) and Townhouse Subdivision Preliminary Plat (File No. P21-058) applications during their regular meeting on April 12, 2022. The

development applications were considered concurrently and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Planning & Zoning Commission unanimously approved the Snowbird I Townhomes Design Review (File No. P21-061) and unanimously recommended approval of the Subdivision Preliminary Plat (File No. P21-056) and Townhouse Subdivision Preliminary Plat (File No. P21-058) application to the City Council.

The City Council reviewed the application, staff analysis, and recommendation from the Planning and Zoning Commission at their regular meeting on May 2, 2022. Following the review, the City Council approved the application with no changes.

**BACKGROUND**

The Applicant is proposing four detached townhomes each approximately 3,700 square feet and three stories (the “project”), located at 220 and 222 Bird Dr. (the “subject property”). The subject property is a two-lot subdivision platted in 1990, named Snowbird Subdivision, zoned General Residential – Low Density (GR-L). Detached townhomes are a permitted use within the GR-L zone district but restricted to a maximum of two dwelling units per lot per Ketchum Municipal Code 17.12.020 – District Use Matrix.

The existing subdivision includes one lot fronting Bird Dr. and a flag lot with limited frontage on Bird Dr. The current flag lot condition is nonconforming as the subdivision regulations do not permit flag lots. To develop the property with the proposed four detached townhouses, two per lot, the applicant has proposed to first reconfigure the lot lines between Lots 1 and 2 and realign the access to a consolidated central access easement. After the reconfiguration of lot lines and access, design review approval and townhouse subdivision preliminary plat approval are required separately for each lot for the proposed detach townhouses. The applicant has submitted all five required applications as outlined above for consideration by the Planning and Zoning Commission.

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

The applicant has requested phased development agreements for both lots to permit the filing of the final plats once a certificate of occupancy has been issued for the first unit. Staff is supportive of the request and has drafted two phased development agreements, one for each lot, for consideration by the Planning and Zoning Commission.

**FINDINGS OF FACT**

The City Council, 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:

**FINDINGS REGARDING COMPLIANCE WITH TOWNHOUSE SUBDIVISION REQUIREMENTS**

Townhouse Plat Requirements				
Compliant			Standards	
Yes	No	N/A	City Code	City Standards



X	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.B	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.
			<i>Findings</i>	The applicant provided draft of the covenants, conditions, and restrictions for the Snowbird Townhomes.
☒	<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>Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse preliminary plat application. Both applications were reviewed and approved by the Planning and Zoning Commission at the April 12, 2022 meeting.
☒	<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>Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse subdivision application. Both applications were reviewed and approved by the Planning and Zoning Commission at the April 12, 2022 meeting.
☒	<input type="checkbox"/>	<input 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>Findings</i>	Following adoption of the Findings of Fact for the Townhouse Subdivision application, staff will transmit the application and findings to the City Council for review and approval prior to issuance of a building permit for the project.
<input type="checkbox"/>	<input type="checkbox"/>	☒	16.04.080.C.4	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>Findings</i>	A phased townhouse development is proposed. A phased development agreement (#22764) in conformance with Section 16.04.030.G and 16.04.110 was reviewed by the Planning and Zoning Commission on April 12, 2022. The Planning and Zoning Commission recommended approval of the phased development agreement to the City Council. Following adoption of the Findings of Fact for the Townhouse Subdivision Preliminary Plat, staff will transmit the phased development agreement to City Council for review and action.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	<p><b>D. Final Plat Procedure:</b></p> <p><b>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:</b></p> <p><b>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></p> <p><b>b. Signed council approval of a phased development project consistent with §16.04.110 herein.</b></p> <p><b>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.</b></p>
			<i>Findings</i>	Pursuant to Phased Development Agreement #22764, the applicant may submit an application for final plat once a certificate of occupancy for the first townhouse unit is issued.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 1	<p><b>E. 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</b></p> <p><b>All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</b></p>
			<i>Findings</i>	The maximum building coverage in the GR-L zone district is 35% of the lot. The subject property is 9,779 square feet. The proposed detached townhouses on Sublot 1 and 2 have an identical building coverage of 1,420 square feet. This results in a total building coverage of 2,840 square feet or 29% of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 2	<p><b>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.</b></p>
			<i>Findings</i>	Each detached unit has a two car attached garage. As the proposed townhouse subdivision is for detached townhouses, the garage does not need to be separately platted or deeded separately as the garage is within the boundaries of the townhouse subplot. Plat note 8 on the townhouse preliminary plat states that garages cannot be sold and/or separated from the associated dwelling unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 3	<b>General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental</b>

				<b>entities having jurisdiction shall be complied with by townhouse subdivisions. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)</b>
			<i>Findings</i>	During department review of the Design Review 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	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	<b>The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.</b>
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on June 22, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	<b>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.</b>
			<i>Findings</i>	The subdivision application was deemed complete on March 1, 2022.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	<b>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.</b>
			<i>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	<b>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.</b>
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "Snowbird Townhomes I" which is not the same as any other subdivision in Blaine County, Idaho.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	<b>The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.</b>
			<i>Findings</i>	As shown on Sheet 1, the owner and subdivider is Scott J. Edwards. The plat was prepared by Randall K. French of Benchmark Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	<b>Legal description of the area platted.</b>
			<i>Findings</i>	The legal description of the area platted is shown under the title on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	<b>The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining townhouse subdivisions and tax lots to the north, west, and south.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	<b>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.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Findings</i>	The property is currently vacant with no existing buildings; however, Sheet 1 of the preliminary plat shows the location of all adjacent streets (Bird Dr.) and easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	<b>Boundary description and the area of the tract.</b>
			<i>Findings</i>	Sheet 1 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.I .9	<b>Existing zoning of the tract.</b>
			<i>Findings</i>	Plat note #6 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	<b>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.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the locations and lot lines for the proposed townhouse sublots. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .11	<b>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.</b>
			<i>Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use through the townhouse subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	<b>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.</b>
			<i>Findings</i>	As shown on Sheet 1, each subplot will have separate services for water and sewer from the main lines in Bird Dr.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<i>Findings</i>	This standard does not apply as no new streets are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .14	<b>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.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat indicates locations of proposed drywells for stormwater management of the subject property.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<i>Findings</i>	This standard does not apply as no tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .16	<b>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.</b>
			<i>Findings</i>	Draft covenants, conditions, and restrictions were submitted with the application materials.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	<b>Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.</b>

			<i>Findings</i>	Sheet 1 of the preliminary plat includes a vicinity map in the upper right hand corner.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	<b>The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.</b>
			<i>Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	<b>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.</b>
			<i>Findings</i>	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	<b>Lot area of each lot.</b>
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the area of Sublot 1 is 4,992 square feet and the area of Sublot 2 is 4,787 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	<b>Existing mature trees and established shrub masses.</b>
			<i>Findings</i>	The property is vacant with no significant trees or shrub masses.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	<b>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.</b>
			<i>Findings</i>	The applicant provided a title commitment issued by Stewart Title dated July 1, 2020 and a warranty deed recorded at Instrument Number 671079 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	<b>Three (3) copies of the preliminary plat shall be filed with the administrator.</b>
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	<b>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.</b>
			<i>Findings</i>	The applicant submitted a set of preliminary construction design plans for review by the City Engineer. All required public improvements are included in the project plans for the Design Review application (P21-061) and included as exhibits to the Phased Development Agreement (#22764). Final review and approval of the right-of-way improvements will be conducted during building permit review. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	<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</b>

				shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application. Final review and approval of the right-of-way improvements will be conducted during building permit review. The Phased Development Agreement #22764 also stipulates the timing of all required improvements in relation to recording of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	As stipulated by the Phased Development Agreement #22764, all improvements are required prior to issuance of a certificate of occupancy for the first townhouse unit. As of the date of these findings, no request for security for improvements has been made by the applicant.
<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>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"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> </ol>

				<b>5. The point of beginning of the subdivision plat description.</b>
			<i>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"/>	<b>16.04.040.F</b>	<p><b>Lot Requirements:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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"> <li>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.</li> <li>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.</li> </ol> </li> <li>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.</li> <li>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</li> <li>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.</li> <li>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.</li> </ol>
			<i>Findings</i>	<ol style="list-style-type: none"> <li>1. The proposed townhouse subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot is 9,779 square feet. The new detached townhouse units meet minimum setback requirements in the GR-L for the front, side, and rear. There are no minimum setbacks to the interior lot line of a townhouse lot.</li> </ol>

				<ol style="list-style-type: none"> <li>2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets</li> <li>3. The subject property is not a corner lot.</li> <li>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 Bird Dr.</li> <li>5. The subject property is not a double frontage lot.</li> <li>6. Both Sublots are provided access to Bird Dr. through a 20-foot-wide access and utility easement created with the subdivision preliminary plat application (P21-056). Per condition of approval #4, the easement shall be recorded prior to certificate of occupancy for the first townhouse unit.</li> </ol>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p><b>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>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.</li> <li>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<i>Findings</i>	This standard does not apply as no new blocks are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>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;</li> <li>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;</li> </ol>



			<p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement</p>
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				<p>shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<i>Findings</i>	<p>No new streets are proposed or required as part of the subdivision application. Bird Dr. meets city standards for right-of-way width and pavement width. The applicant will bring the area between the existing asphalt and the property line up to current city standards as shown in the project plans. Final review of all right of way improvements will be conducted by the City Engineer at the time of building permit approval for the townhouse units.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p><b>Alley Improvement Requirements:</b> Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Findings</i>	<p>This standard does not apply as the subject property is not within a business, commercial, or light-industrial zone district and no alleys exist.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p><b>Required Easements:</b> Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p>

			<p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<p><i>Findings</i></p> <p>As shown on Sheet 1 of the preliminary plat, the adjacent property (Lot 2A) will have a 10-foot public utility easement along Bird Dr. 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.040.K</b></p> <p><b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<p><i>Findings</i></p> <p>This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in Bird Dr.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.040.L</b></p> <p><b>Water System Improvements:</b> 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>
			<p><i>Findings</i></p> <p>This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in Bird Dr.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.M</b></p> <p><b>Planting Strip Improvements:</b> 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</p>

				<p>industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<i>Findings</i>	<p>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.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>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.</li> <li>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.</li> <li>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.</li> <li>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>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).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>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</li> </ol> </li> </ol>

				<p>to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	This standard does not apply as this application is the townhouse subdivision of an existing subdivision lot. On-site grading for the new detached townhouse units meets all grading requirements and all disturbance will be revegetated per the landscape plan included in the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p><b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	The applicant submitted a site grading and drainage plan with the townhouse subdivision application showing drainage for each subplot. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements and each subplot is managing stormwater runoff independently, not impacting adjacent properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p><b>Utilities:</b> 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>Findings</i>	All utilities serving the propose subdivision are proposed underground including electricity, gas, phone and cable services. Currently, phone and cable infrastructure is located within the city's right-of-way. Sheet 1 of the preliminary plat shows the relocation of those encroachments to the public utility easement along the front property boundary of Lot 2, out of the right-of-way. Two transformers are located within the public utility easement on Lot 2 which will serve the proposed detached townhouse units on Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p><b>Off Site Improvements:</b> 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.</p>
			<i>Findings</i>	The proposed townhouse development does not create substantial additional traffic, therefore, no improvements are required.

### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Townhouse Preliminary Plat application for the development and use of the subject property.
2. The City Council 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 Snowbird Townhomes-1 Townhouse Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

### DECISION

**THEREFORE**, the City Council **approves** this Townhouse Preliminary Plat application (File No. P21-058) this Monday, May 2, 2022, subject to the following conditions of approval.

### CONDITIONS OF APPROVAL

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-061.
2. The preliminary plat is subject to all applicable provisions of the Phased Development Agreement #22764.
3. The Final Plat application shall include a plat note that states the private driveway shall remain open and unobstructed for a minimum width of 20 feet year-round.
4. 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 2<sup>nd</sup> day of May 2022.

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Neil Bradshaw, Mayor  
Ketchum City Council

**ATTACHMENT G:**  
**Draft Findings of Fact,  
Conclusions of Law, and  
Decision for P21-059**



City of Ketchum  
Planning & Building

IN RE: )  
 )  
**Snowbird Townhomes Lot 2A** ) **KETCHUM CITY COUNCIL**  
**Townhouse Subdivision – Preliminary Plat** ) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**  
**Date: May 2, 2022** ) **DECISION**  
 )  
**File Number: 21-059** )

**PROJECT:** Snowbird Townhomes Lot 2A

**APPLICATION TYPE:** Townhouse Subdivision – Preliminary Plat

**FILE NUMBER:** P21-059

**ASSOCIATED APPLICATIONS:** Subdivision Preliminary Plat (P21-056)  
 Design Review (P21-062)

**REPRESENTATIVE:** Dave Patrie, Benchmark Associates (Engineer)

**OWNER:** Scott J Edwards

**LOCATION:** 220 Bird Drive

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

**OVERLAY:** None

**RECORD OF PROCEEDINGS**

The City of Ketchum received the applications for Subdivision Preliminary Plat, Townhouse Preliminary Plat, and Design Review on June 22, 2021. The applications were reviewed concurrently and certified complete on March 1, 2022. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on March 1, 2022.

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on March 23, 2022. The public hearing notice was published in the Idaho Mountain Express the on March 23, 2022. A notice was posted on the project site and the city’s website on March 23, 2022.

The Planning & Zoning Commission considered the Snowbird Subdivision Preliminary Plat (File No. P21-056), and Snowbird Townhomes-II Design Review (File No. P21-062) and Townhouse Subdivision Preliminary Plat (File No. P21-059) applications during their regular meeting on April 12, 2022. The



development applications were considered concurrently and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Planning & Zoning Commission unanimously approved the Snowbird Townhomes-II Design Review (File No. P21-062) and unanimously recommended approval of the Subdivision Preliminary Plat (File No. P21-056) and Townhouse Subdivision Preliminary Plat (File No. P21-059) application to the City Council.

The City Council reviewed the townhouse preliminary plat application, staff analysis, and recommendation from the Planning and Zoning Commission at their regular meeting on May 2, 2022. Following review, the City Council approved the application with no revisions.

**BACKGROUND**

The Applicant is proposing four detached townhomes each approximately 3,700 square feet and three stories (the “project”), located at 220 and 222 Bird Dr. (the “subject property”). The subject property is a two-lot subdivision platted in 1990, named Snowbird Subdivision, zoned General Residential – Low Density (GR-L). Townhomes are a permitted use within the GR-L zone district but restricted to a maximum of two dwelling units per lot per Ketchum Municipal Code 17.12.020 – District Use Matrix.

The existing subdivision includes one lot fronting Bird Dr. and a flag lot with limited frontage on Bird Dr. The current flag lot condition is nonconforming as the subdivision regulations do not permit flag lots. To develop the property with the proposed four detached townhouses, two per lot, the applicant has proposed to first reconfigure the lot lines between Lots 1 and 2 and realign the access to a consolidated central access easement. After the reconfiguration of lot lines and access, design review approval and townhouse subdivision preliminary plat approval are required separately for each lot for the proposed detach townhouses. The applicant has submitted all five required applications as outlined above for consideration by the Planning and Zoning Commission.

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

The applicant has requested phased development agreements for both lots to permit the filing of the final plats once a certificate of occupancy has been issued for the first unit. Staff is supportive of the request and has drafted two phased development agreements, one for each lot, for consideration by the Planning and Zoning Commission.

**FINDINGS OF FACT**

The City Council, 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:

**FINDINGS REGARDING COMPLIANCE WITH TOWNHOUSE SUBDIVISION REQUIREMENTS**

Townhouse Plat Requirements				
Compliant			Standards	
Yes	No	N/A	City Code	City Standards

X	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.B	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.
			<i>Findings</i>	The applicant provided draft of the covenants, conditions, and restrictions for the Snowbird Townhomes.
☒	<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>Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse preliminary plat application. Both applications were reviewed and approved by the Planning and Zoning Commission at the April 12, 2022 meeting.
☒	<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>Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse subdivision application. Both applications were reviewed and approved by the Planning and Zoning Commission at the April 12, 2022 meeting.
☒	<input type="checkbox"/>	<input 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>Findings</i>	Following adoption of the Findings of Fact for the Townhouse Subdivision application, staff will transmit the application and findings to the City Council for review and approval prior to issuance of a building permit for the project.
<input type="checkbox"/>	<input type="checkbox"/>	☒	16.04.080.C.4	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>Findings</i>	A phased townhouse development is proposed. A phased development agreement (#22765) in conformance with Section 16.04.030.G and 16.04.110 was reviewed by the Planning and Zoning Commission on April 12, 2022. The Planning and Zoning Commission recommended approval of the phased development agreement to the City Council. Following adoption of the Findings of Fact for the Townhouse Subdivision Preliminary Plat, staff will transmit the phased development agreement to City Council for review and action.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	<p><b>D. Final Plat Procedure:</b></p> <p><b>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:</b></p> <p><b>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></p> <p><b>b. Signed council approval of a phased development project consistent with §16.04.110 herein.</b></p> <p><b>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.</b></p>
			<i>Findings</i>	Pursuant to Phased Development Agreement #22765, the applicant may submit an application for final plat once a certificate of occupancy for the first townhouse unit is issued.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 1	<p><b>E. 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</b></p> <p><b>All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</b></p>
			<i>Findings</i>	The maximum building coverage in the GR-L zone district is 35% of the lot. The subject property is 10,022 square feet. The proposed detached townhouses on Sublot 1 and 2 have an identical building coverage of 1,420 square feet. This results in a total building coverage of 2,840 square feet or 28% of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 2	<p><b>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.</b></p>
			<i>Findings</i>	Each detached unit has a two car attached garage. As the proposed townhouse subdivision is for detached townhouses, the garage does not need to be separately platted or deeded separately as the garage is within the boundaries of the townhouse subplot. Plat note 8 on the townhouse preliminary plat states that garages cannot be sold and/or separated from the associated dwelling unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 3	<b>General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental</b>

				entities having jurisdiction shall be complied with by townhouse subdivisions. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)
			<i>Findings</i>	During department review of the Design Review 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	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	<b>The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.</b>
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on June 22, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	<b>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.</b>
			<i>Findings</i>	The subdivision application was deemed complete on March 1, 2022.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	<b>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.</b>
			<i>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	<b>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.</b>
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "Snowbird Townhomes II" which is not the same as any other subdivision in Blaine County, Idaho.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	<b>The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.</b>
			<i>Findings</i>	As shown on Sheet 1, the owner and subdivider is Scott J. Edwards. The plat was prepared by Randall K. French of Benchmark Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	<b>Legal description of the area platted.</b>
			<i>Findings</i>	The legal description of the area platted is shown under the title on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	<b>The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining townhouse subdivisions and tax lots to the north, west, and south.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	<b>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.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 7	<b>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.</b>
			<i>Findings</i>	The property is currently vacant with no existing buildings; however, Sheet 1 of the preliminary plat shows the location of all adjacent streets (Bird Dr.) and easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	<b>Boundary description and the area of the tract.</b>
			<i>Findings</i>	Sheet 1 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.I .9	<b>Existing zoning of the tract.</b>
			<i>Findings</i>	Plat note #6 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	<b>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.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the locations and lot lines for the proposed townhouse sublots. No new streets or blocks are being proposed with this application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .11	<b>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.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the 20-foot-wide access and utility easement to the mutual benefit of the sublots. This easement will be the location of the private access driveway, private water lines, and private sewer lines servicing the sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	<b>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.</b>
			<i>Findings</i>	As shown on Sheet 1, each subplot will have separate services for water and sewer from the main lines in Bird Dr.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<i>Findings</i>	This standard does not apply as no new streets are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .14	<b>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.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat indicates locations of proposed drywells for stormwater management of the subject property.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<i>Findings</i>	This standard does not apply as no tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .16	<b>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.</b>
			<i>Findings</i>	Draft covenants, conditions, and restrictions were submitted with the application materials.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Findings</i>	Sheet 1 of the preliminary plat includes a vicinity map in the upper right-hand corner.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Findings</i>	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the area of Sublot 1 is 5,013 square feet and the area of Sublot 2 is 5,009 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Findings</i>	The property is vacant with no significant trees or shrub masses.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Findings</i>	The applicant provided a title commitment issued by Stewart Title dated July 1, 2020 and a warranty deed recorded at Instrument Number 671079 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	The applicant submitted a set of preliminary construction design plans for review by the City Engineer. All required public improvements are included in the project plans for the Design Review application (P21-062) and included as exhibits to the Phased Development Agreement (#22765). Final review and approval of the right-of-way improvements will be conducted during building permit review. The

				subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	<p><b>Improvement Plans:</b> 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.</p> <p><i>Findings</i></p> <p>This standard does not apply as this is a preliminary plat application, not a final plat application. Final review and approval of the right-of-way improvements will be conducted during building permit review. The Phased Development Agreement #22765 also stipulates the timing of all required improvements in relation to recording of the final plat.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	<p>Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p> <p><i>Findings</i></p> <p>As stipulated by the Phased Development Agreement #22765, all improvements are required prior to issuance of a certificate of occupancy for the first townhouse unit. As of the date of these findings, no request for security for improvements has been made by the applicant.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p><b>As Built Drawing:</b> 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> <p><i>Findings</i></p> <p>This standard does not apply as this is a preliminary plat application, not a final plat application.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	<p><b>Monumentation:</b> 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"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<i>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><b>Lot Requirements:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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"> <li>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.</li> <li>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.</li> </ol> </li> <li>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.</li> <li>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</li> <li>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.</li> <li>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.</li> </ol>
			<i>Findings</i>	<ol style="list-style-type: none"> <li>1. The proposed townhouse subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot is 10,022 square feet. The new detached townhouse units meet minimum setback requirements in the</li> </ol>



				<p>GR-L for the front, side, and rear. There are no minimum setbacks to the interior lot line of a townhouse lot.</p> <ol style="list-style-type: none"> <li>2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets</li> <li>3. The subject property is not a corner lot.</li> <li>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 Bird Dr.</li> <li>5. The subject property is not a double frontage lot.</li> <li>6. Both Sublots are provided access to Bird Dr. through a 20-foot-wide access and utility easement created with the subdivision preliminary plat application (P21-056). Per condition of approval #4, the easement shall be recorded prior to certificate of occupancy for the first townhouse unit.</li> </ol>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p><b>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>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.</li> <li>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<i>Findings</i>	This standard does not apply as no new blocks are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>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;</li> <li>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</li> </ol>

			<p>subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new</p>
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				<p>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>No new streets are proposed or required as part of the subdivision application. Bird Dr. meets city standards for right-of-way width and pavement width. The applicant will bring the area between the existing asphalt and the property line up to current city standards as shown in the project plans. Final review of all right of way improvements will be conducted by the City Engineer at the time of building permit approval for the townhouse units.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p><b>Alley Improvement Requirements:</b> Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Findings</i>	<p>This standard does not apply as the subject property is not within a business, commercial, or light-industrial zone district and no alleys exist.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p><b>Required Easements:</b> 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"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ol>

				<p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subject property will have a 10-foot public utility easement along Bird Dr. 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p><b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in Bird Dr.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p><b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in Bird Dr.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p><b>Planting Strip Improvements:</b> 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</p>

				<p>industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<i>Findings</i>	<p>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.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>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.</li> <li>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.</li> <li>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.</li> <li>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>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).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>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</li> </ol> </li> </ol>

				<p>to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	This standard does not apply as this application is the townhouse subdivision of an existing subdivision lot. On-site grading for the new detached townhouse units meets all grading requirements and all disturbance will be revegetated per the landscape plan included in the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p><b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	The applicant submitted a site grading and drainage plan with the townhouse subdivision application showing drainage for each subplot. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements and each subplot is managing stormwater runoff independently, not impacting adjacent properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p><b>Utilities:</b> 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>Findings</i>	All utilities serving the proposed subdivision are proposed underground including electricity, gas, phone, and cable services. Currently, phone and cable infrastructure are located within the city's right-of-way. Sheet 1 of the preliminary plat shows the relocation of those encroachments to the public utility easement along the front property boundary, out of the right-of-way. Two transformers are located within the public utility easement which will serve the proposed detached townhouse units.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p><b>Off Site Improvements:</b> 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.</p>
			<i>Findings</i>	The proposed townhouse development does not create substantial additional traffic, therefore, no improvements are required.

### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Townhouse Preliminary Plat application for the development and use of the subject property.
2. The City Council 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 Snowbird Townhomes-II Townhouse Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

### DECISION

**THEREFORE**, the City Council **approves** this Townhouse Preliminary Plat application (File No. P21-059) this Monday, May 2, 2022, subject to the following conditions of approval.

### CONDITIONS OF APPROVAL

6. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-062.
7. The preliminary plat is subject to all applicable provisions of the Phased Development Agreement #22764.
8. The Final Plat application shall include a plat note that states the private driveway shall remain open and unobstructed for a minimum width of 20 feet year-round.
9. 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 2<sup>nd</sup> day of May 2022.

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Neil Bradshaw, Mayor  
Ketchum City Council

**ATTACHMENT H:**  
**Phased Townhouse**  
**Subdivision Agreement**  
**#22764 for Lot 1A**



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

**SNOWBIRD TOWNHOMES LOT 1A  
PHASED TOWNHOUSE SUBDIVISION AGREEMENT #22764**

THIS PHASED TOWNHOUSE SUBDIVISION AGREEMENT (“Agreement”) is made and entered into as of the \_\_ day of \_\_\_\_\_ 2022, by and between the City of Ketchum, an Idaho municipal corporation (“City”) and Scott J. Edwards, owner of real property (“Owner”).

**RECITALS**

WHEREAS, Owner owns certain real property located at 222 Bird Dr, Ketchum, Idaho legally described as Snowbird Subdivision, Block 1, Lot 1 the City of Ketchum, according to the official plat recorded under Instrument Number 321440, on file in the office of the County Recorder of Blaine County, Idaho (the “Property”); and

WHEREAS, Owner has submitted a Design Review application for the development of the Property with two detached townhomes accessed from a central private driveway from Bird Drive (the “Project”) and requests a phased development agreement for the development of the Project under the provisions of Section 16.04.110 – *Phased Development Projects* within Title 16 of the Ketchum Municipal Code.

WHEREAS, Owner has submitted an application for a subdivision preliminary plat to reconfigure the property boundaries between Lots 1 and 2 of the Snowbird Subdivision and create Lots 1A and 2A with an access easement through Lot 2A for the purpose of constructing a central private driveway to access Lot 1A (the “Preliminary Plat”), included as Exhibit A.

WHEREAS, Owner has submitted an application for a townhouse preliminary plat for two townhome sublots on Lot 1A (the “Townhouse Preliminary Plat”), included as Exhibit B.

WHEREAS, Owner proposes to construct all required right-of-way infrastructure improvements, central private driveway, and water and sewer utility services for each sublot on Lot 1A in one phase. All required improvements will be constructed to City standards and Owner assumes maintenance responsibilities of the improved private driveway, water service lines, and sewer service lines to each sublot.

## AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Maintenance Responsibilities.

A. *Owner.*

- (1) *Water Service Lines Serving Lot 1A Sublots 1 and 2.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water lines serving the Project. The private water line is from the point of the meter on Bird Drive to each detached townhouse unit.
- (2) *Sewer Service lines Serving Lot 1A Sublots 1 and 2.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private sewer lines serving the Project. The private sewer line is from the point of the meter on Bird Drive to each detached townhouse unit.
- (3) *Private Driveway.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private driveway serving Lots 1A and 2A. Private driveway shall remain open and unobstructed for a width of 20 feet year-round.

2. Construction and Completion Schedule.

- A. All townhouse units on Lot 1A shall be completed no later than three years from the date of issuance of a building permit for the first townhouse unit on Lot 1A, as evidenced by issuance of a Certificate of Occupancy for each townhouse unit.
- B. Prior to issuance of a Certificate of Occupancy for the first detached townhouse unit on Lot 1A, each subplot shall be adequately served by both water and sewer services as generally depicted on Exhibit C, as affirmed in writing by the City. The City must approve the timing of water and sewer connections to the existing system.
- C. Prior to obtaining Certificate of Occupancy for the first townhouse unit on Lot 1A, the following improvements as generally depicted on Exhibit C shall be completed and/or extended to each Sublot:
  - (1) Recordation of the 20-foot-wide access and utility access easement as shown in the Preliminary Plat; and

- (2) Dry utility services (power, gas, cable, etc); and
- (3) All hardscape pathways and access points for adequate and safe egress from the units; and
- (4) Bird Drive right of way improvements consistent with Ketchum Municipal Code, Title 12.04.030.H.1 and current right of way standards completed and installed to the satisfaction of the City Engineer; and
- (5) Water and sewer mains and services serving sublots 1 and 2 on Lot 1A; and
- (6) Private driveway and associated drainage infrastructure accessing Lots 1A and 2A.

D. Prior to obtaining a Certificate of Occupancy for the last detached townhouse unit on Lot 1A, all landscaping as generally depicted in Exhibit D shall be installed.

3. Building Permits for Each Townhouse Unit. Owner shall apply for individual building permits for each townhouse unit to be constructed on Lot 1A. Each townhouse unit shall obtain a separate Certificate of Occupancy. The first building permit shall include plans and improvements as identified in Sections 2A and B of this Agreement.
4. Final Plat. The City agrees to accept and process a final plat application for approval by City Council provided a Certificate of Occupancy has been issued for the first townhouse unit on Lot 1A should Owner comply with all above recitals.
5. Townhouse Sublot Final Plat. The City agrees to accept and process a townhouse final plat application for approval by City Council provided a Certificate of Occupancy has been issued for the first townhouse unit on Lot 1A should Owner comply with all above recitals.
6. Owners' Association Assumption of Responsibilities. Upon the recording of the Townhouse Sublot Final Plat, Owner may assign and transfer its maintenance responsibilities and obligations under this Agreement to the Snowbird Townhomes Owner's Association, Inc.
7. General Provisions.

A. *Recitals and Construction.* The City and Owner incorporate the above recitals into this Agreement and affirm such recitals are true and correct.

B. *Effective Date.* This Agreement is effective as of the date on which the

last of the City and Owner execute this Agreement. Neither party shall have any rights with respect to this Agreement until both have executed this Agreement.

C. *Owner Representations.* Owner represents and warrants to City that (a) Owner holds fee simple title to the Property, and (b) no joinder or approval of another person or entity is required with respect to Owner’s authority to make and execute this Amendment.

D. *Neutral Interpretation.* City and Owner acknowledge they and, if they so choose, their respective counsel have reviewed this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, or any exhibits, attachments and addenda to the Agreement.

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

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

“CITY”:

CITY OF KETCHUM,  
an Idaho municipal corporation

“OWNER”:

Scott J. Edwards,

By: \_\_\_\_\_

Neil Bradshaw, Mayor

By: \_\_\_\_\_

Scott J. Edwards

ATTEST:

\_\_\_\_\_  
Tara Fenwick, City Clerk

***ACKNOWLEDGEMENT FOR CITY***

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF BLAINE        )

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

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

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

***ACKNOWLEDGEMENT FOR OWNER***

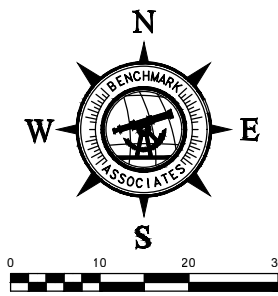
STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared SCOTT J. EDWARDS, known to me to be the owner of certain real property at 222 Bird Dr, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**Exhibit A:**  
**Snowbird Subdivision**  
**Subdivision Preliminary Plat**



**LEGEND:**

- PROPERTY LINE
- - - LOT LINE ELIMINATED
- - - EASEMENT LINE
- - - BLAINE COUNTY GIS TIE
- - - APPROXIMATE EDGE BUILDING
- - - EDGE PAVEMENT
- - - EXISTING WOOD FENCE
- - - EXISTING ELECTRIC LINE
- - - EXISTING WATER LINE
- - - EXISTING SEWER LINE
- X X TELE BOX
- E E CATV BOX
- E E ELECTRIC BOX
- ○ FOUND 1/2" REBAR
- ○ FOUND 5/8" REBAR
- ○ SET 5/8" REBAR, PLS 9561
- ○ FOUND ALUMINUM CAP
- ● EXISTING TREE

**SNOWBIRD SUBDIVISION: LOTS 1A & 2A**

LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
WHEREIN THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION IS AMENDED.

**MARCH 2022  
PRELIMINARY PLAT**



**VICINITY MAP**  
NOT TO SCALE

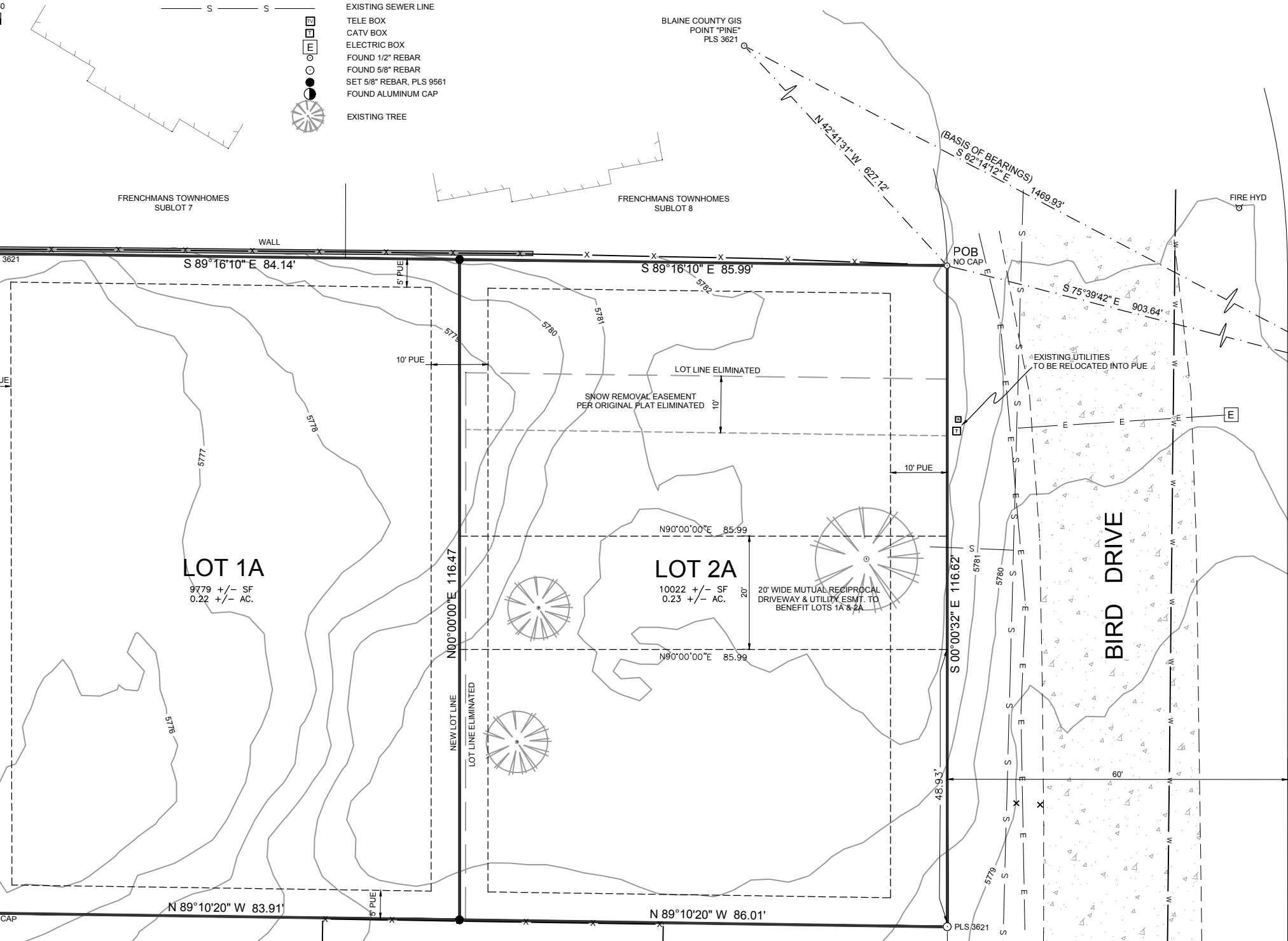
**OWNER OF RECORD**  
SCOTT J. EDWARDS  
13019 NAOMILAWN DRIVE SOUTHWEST  
LAKEWOOD, WA 98498

**SURVEYOR'S NARRATIVE:**

1. THE PURPOSE OF THIS PLAT IS TO AMEND THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
  - A. ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.

**NOTES:**

1. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT IS GRANTED ALONG FRONT PROPERTY LINE AS SHOWN HEREON.
2. A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT LOTS 1A & 2A IS GRANTED AS SHOWN HEREON.
3. A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
4. CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
5. UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
6. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.



**HEALTH CERTIFICATE**

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

Dated: \_\_\_\_\_  
South Central Public Health District, REHS



<b>SNOWBIRD SUBDIVISION: LOTS 1A &amp; 2A</b>		
LOCATED WITHIN SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO		
PREPARED FOR: SCOTT J. EDWARDS		
PROJECT NO. 21070	DWG BY: DWS/CPL	21070pre2022.DWG
PRELIMINARY PLAT	DATE: 03/21/2022	SHEET: 1 OF 1

Exhibit B:  
Townhouse Preliminary Plat for  
Lot 1A



# SNOWBIRD TOWNHOMES I

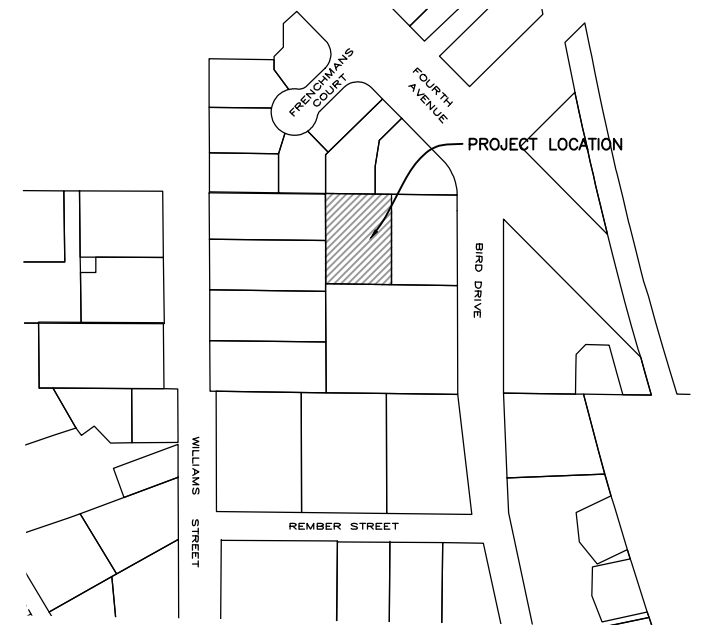
LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

A TOWNHOUSE SUBDIVISION OF SNOWBIRD SUBDIVISION, LOT 1A, CREATING TWO SUBLOTS.

## MARCH 2022 PRELIMINARY PLAT

### OWNER OF RECORD

SCOTT J. EDWARDS  
13019 NAOMILAWN DRIVE SOUTHWEST  
LAKEWOOD, WA 98498



### VICINITY MAP

NOT TO SCALE

### SURVEYOR'S NARRATIVE:

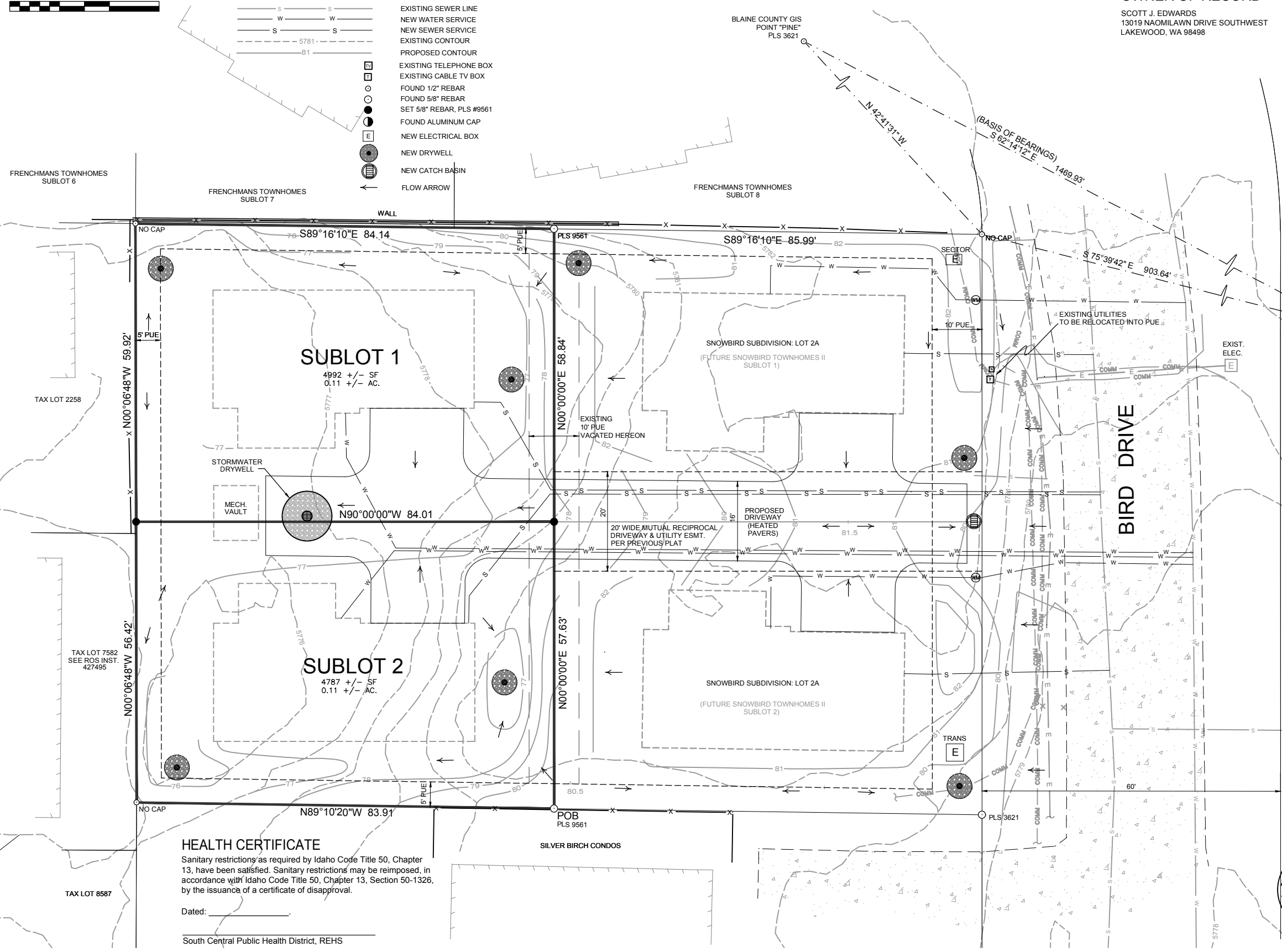
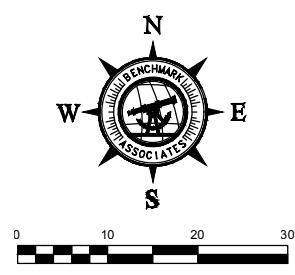
- THE PURPOSE OF THIS PLAT IS TO CREATE TWO TOWNHOUSE SUBLOTS. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
- DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
- DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
  - ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.
  - REPLAT OF "SNOWBIRD SUBDIVISION: LOTS 1A & 2A", INST. NO. \_\_\_\_\_

### NOTES:

- THE TOWNHOME DECLARATION FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. \_\_\_\_\_, RECORDS OF BLAINE COUNTY, IDAHO.
- THE PHASED DEVELOPMENT AGREEMENT FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. \_\_\_\_\_, RECORDS OF BLAINE COUNTY, IDAHO.
- ALL TOWNHOME OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR ACCESS AND EXISTING/ FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, MECHANICAL VAULTS, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
- A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS ALONG FRONT PROPERTY LINE PER PREVIOUS PLAT.
- A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT SNOWBIRD SUBDIVISION, LOT 2A & SNOWBIRD TOWNHOMES I, SUBLOTS 1 & 2 EXISTS PER PREVIOUS PLAT.
- CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
- A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
- GARAGE(S) MAY NOT BE CONDOMINIUMIZED, SOLD AND/OR OWNED SEPARATE FROM THE CORRESPONDING DWELLING UNIT WITHIN THE TOWNHOUSE DEVELOPMENT.
- EXISTING UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
- PROPOSED UTILITIES, CONTOURS & DRAINAGE PER CIVIL & LANDSCAPE PLANS.
- CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.

### LEGEND:

- PROPERTY LINE
- EASEMENT LINE
- EASEMENT LINE VACATED
- APPROXIMATE BUILDING FOOTPRINT
- BLAINE COUNTY GIS TIE
- APPROXIMATE EXISTING BUILDING
- EDGE PAVEMENT
- EXISTING WOOD FENCE
- EXISTING ELECTRIC LINE
- EXISTING COMMUNICATION LINE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- NEW WATER SERVICE
- NEW SEWER SERVICE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING TELEPHONE BOX
- EXISTING CABLE TV BOX
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- SET 5/8" REBAR, PLS #9561
- FOUND ALUMINUM CAP
- NEW ELECTRICAL BOX
- NEW DRYWELL
- NEW CATCH BASIN
- FLOW ARROW

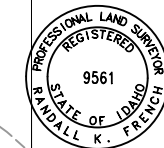


### HEALTH CERTIFICATE

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

Dated: \_\_\_\_\_

South Central Public Health District, REHS



<b>SNOWBIRD TOWNHOMES I</b>		
LOCATED WITHIN SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO		
PREPARED FOR: SCOTT J. EDWARDS		
PROJECT NO. 21070	DWG BY: DWS/CPL	21070PH1.DWG
PRELIMINARY PLAT	DATE: 03/21/2022	SHEET: 1 OF 1

Exhibit C:  
Right-of-Way, Utility, and  
Driveway Improvements Plan

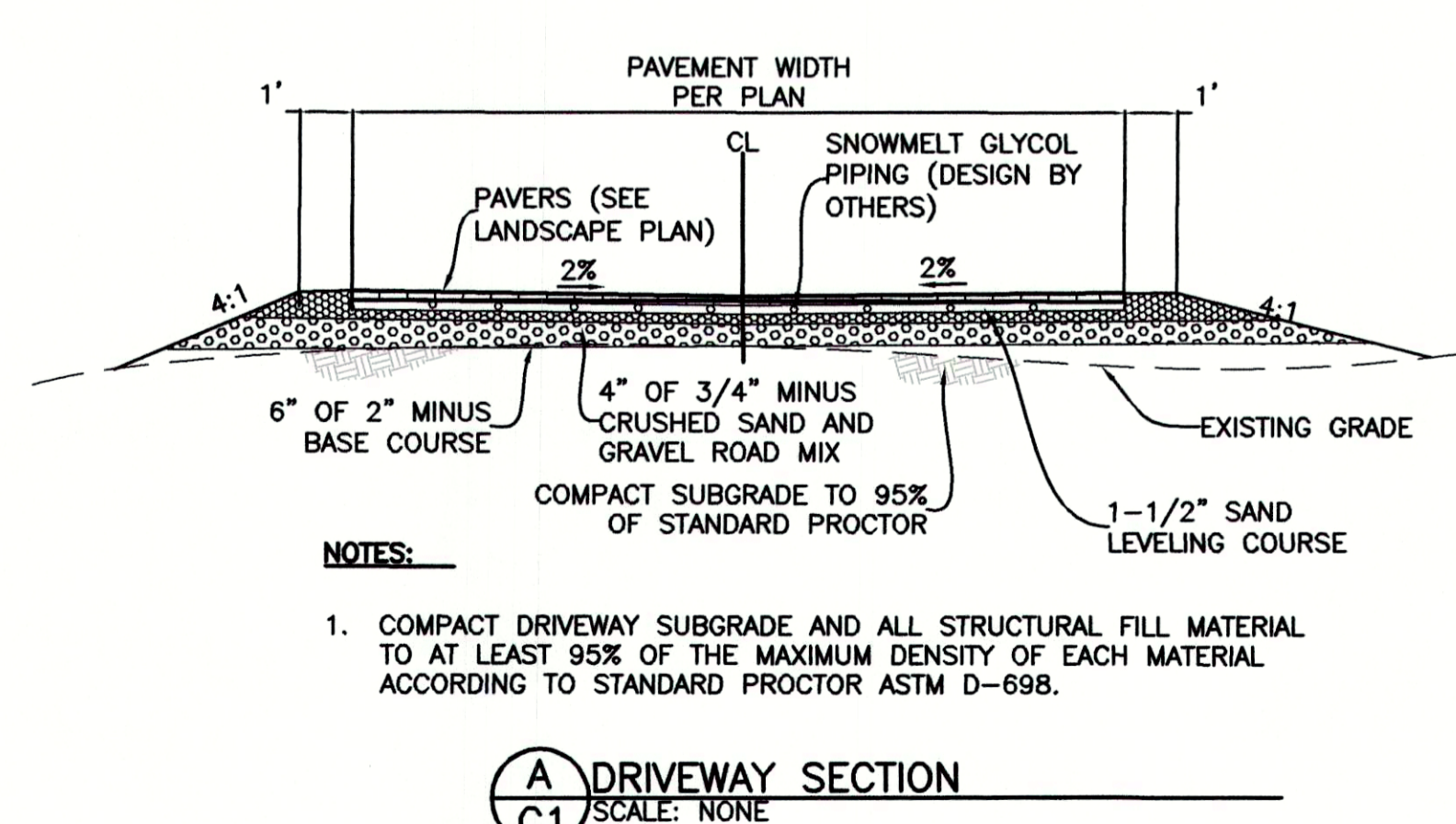
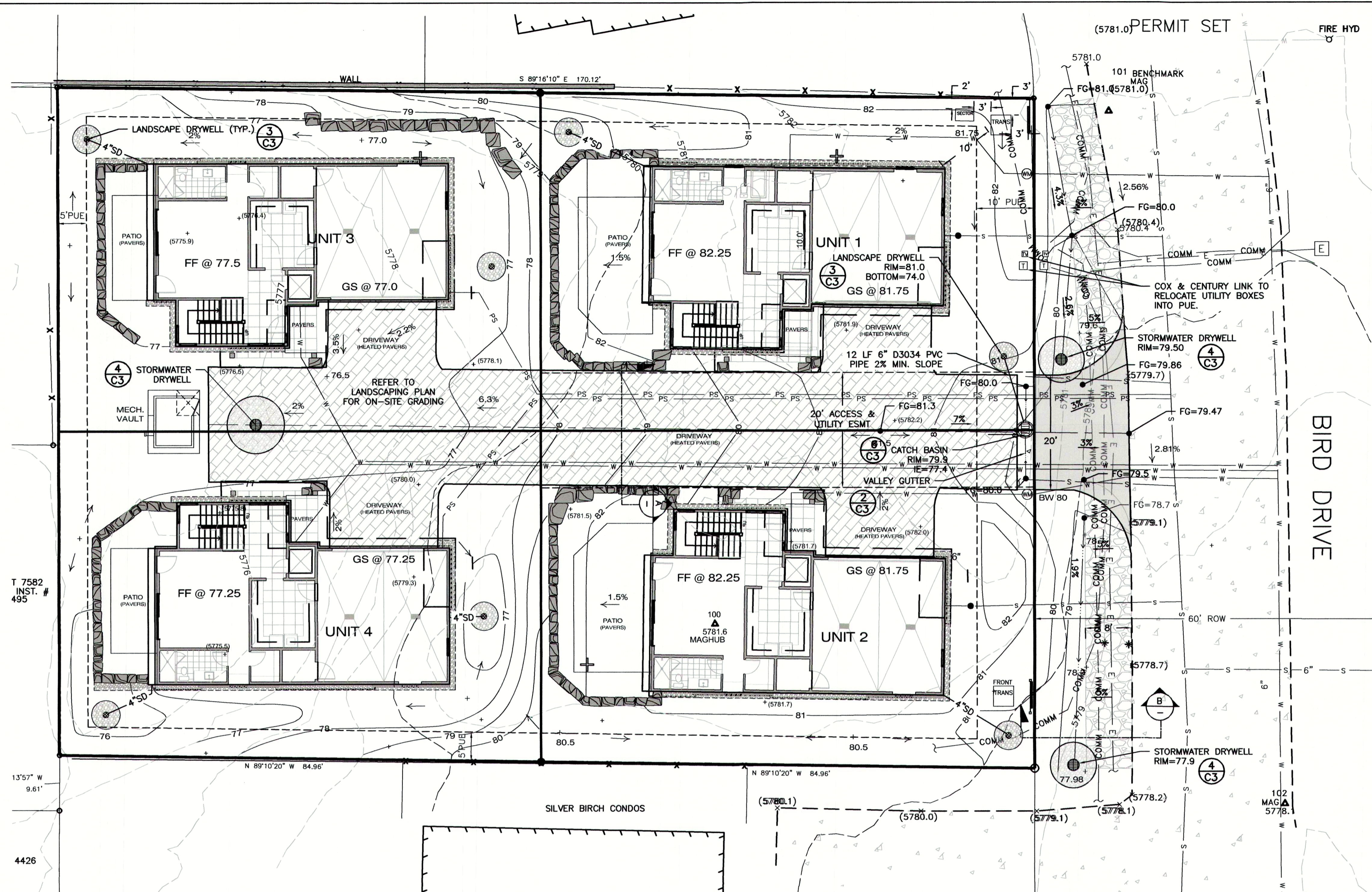


**GENERAL NOTES**

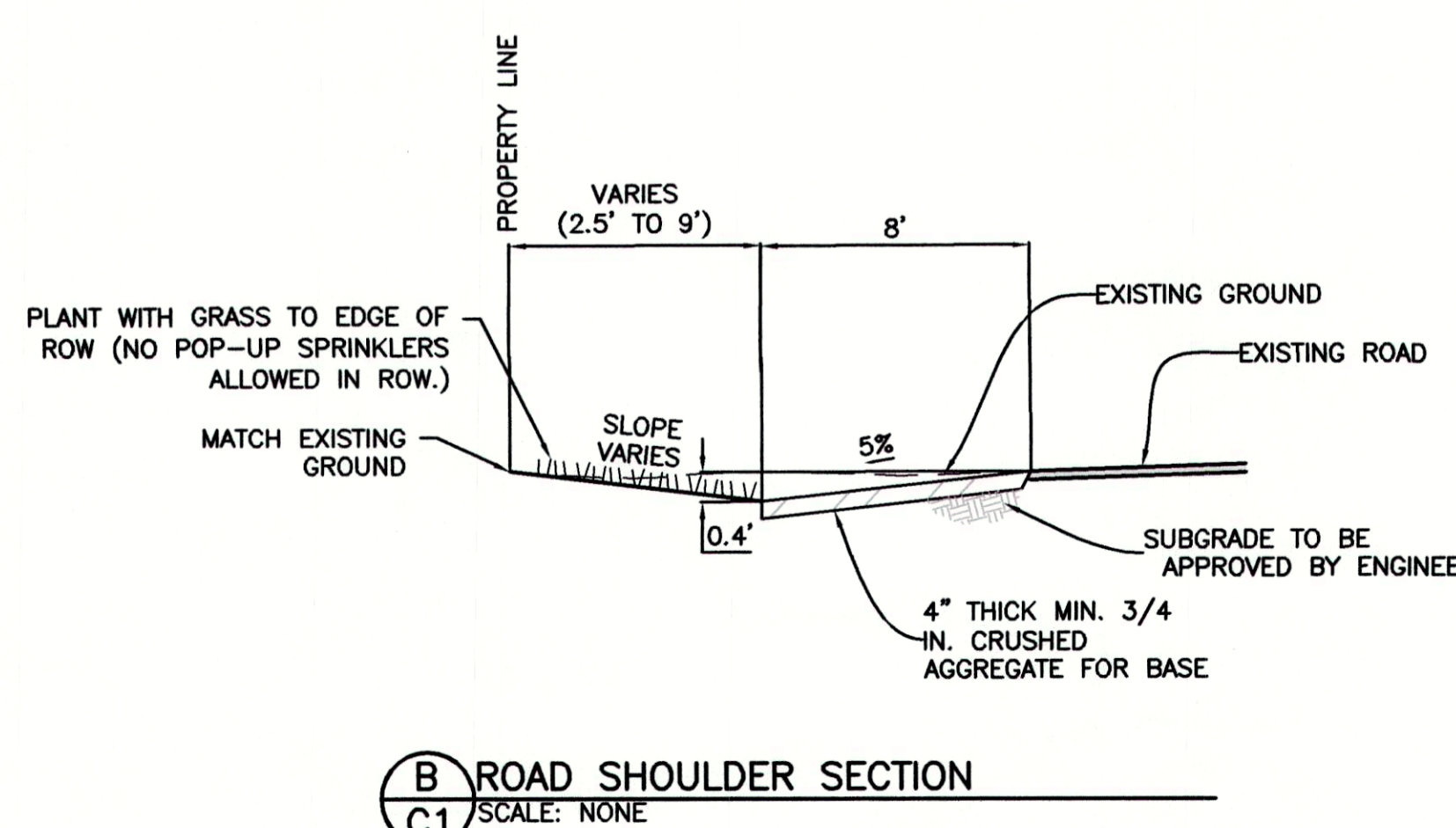
- CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING CONSTRUCTION. ANY CONFLICT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- CONTRACTOR SHALL NOTIFY DIGLINE (1-800-342-1585) AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING THE CONSTRUCTION OF ALL ITEMS HEREON. DUST CONTROL SHALL BE CONTINUOUS DURING CONSTRUCTION, 24 HOURS PER DAY 7 DAYS PER WEEK.
- CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM THE HOUSE.
- ALL WORK WITHIN THE CITY RIGHT OF WAY SHALL CONFORM TO CITY OF KETCHUM STANDARDS.

**LEGEND**

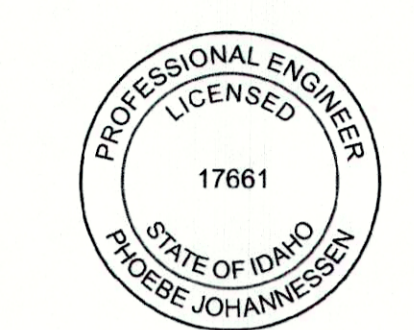
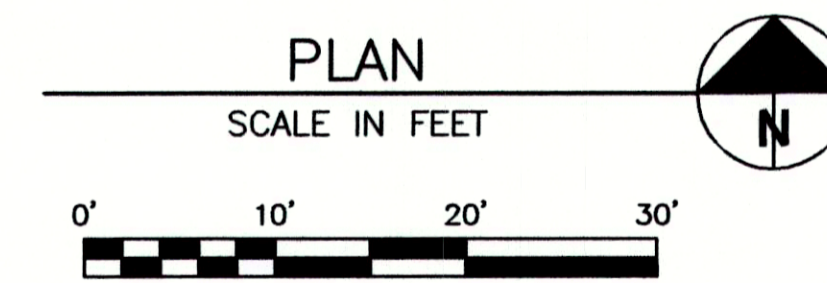
	EXISTING	PROPOSED
PROPERTY LINE	---	---
ADJOINING PROPERTY LINE	---	---
CENTERLINE	---	---
FENCE	---	---
SEWER	S	S
PRESSURE SEWER	PS	PS
SEWER MANHOLE	○	○
SEWER CLEANOUT	○	○
WATER	W	W
WATER METER	○	○
GAS	G	G
POWER	E	E
OVERHEAD POWER	OHP	OHP
TELEPHONE	---	---
CABLE TV LINE	TV	TV
CONTOUR	---	---
SAWCUT LINE	---	---
FLOW LINE	---	---
LANDSCAPE DRYWELL	○	○
DRIVEWAY DRYWELL	○	○
STORM DRAIN PIPE	4"SD	4"SD
DOWN SPOUT	DS	DS
ASPHALT PAVEMENT	---	---
PAVERS	---	---
GRAVEL	---	---
FG	---	---
EG	---	---
GB	---	---



**(A) DRIVEWAY SECTION**  
SCALE: NONE

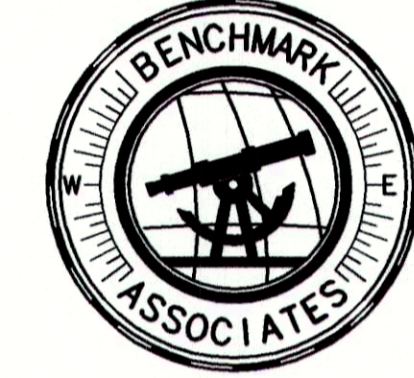


**(B) ROAD SHOULDER SECTION**  
SCALE: NONE



**REVISIONS**

No.	DESCRIPTION	DATE	BY



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

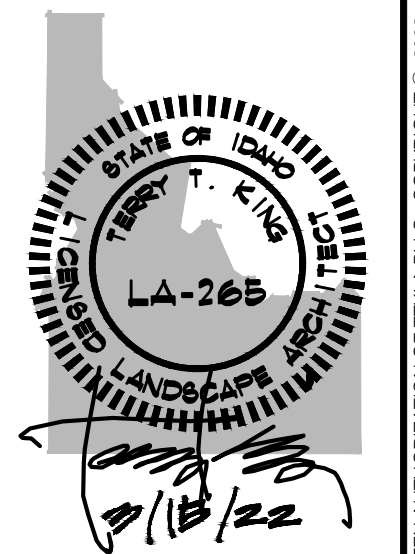
**GRADING & DRAINAGE PLAN**  
SNOWBIRD TOWNHOMES  
T4N, R17E, SEC 13, B.M., CITY OF KETCHUM, IDAHO  
PREPARED FOR: SCOTT J. EDWARDS

DRAWN BY: PLJ  
DESIGNED BY: PLJ  
CHECKED BY: GLM  
DATE: 3/21/22  
PROJECT NO.: 21070

DRAWING NO.

**C1**

**Exhibit D:**  
**Landscape Improvements Plan**



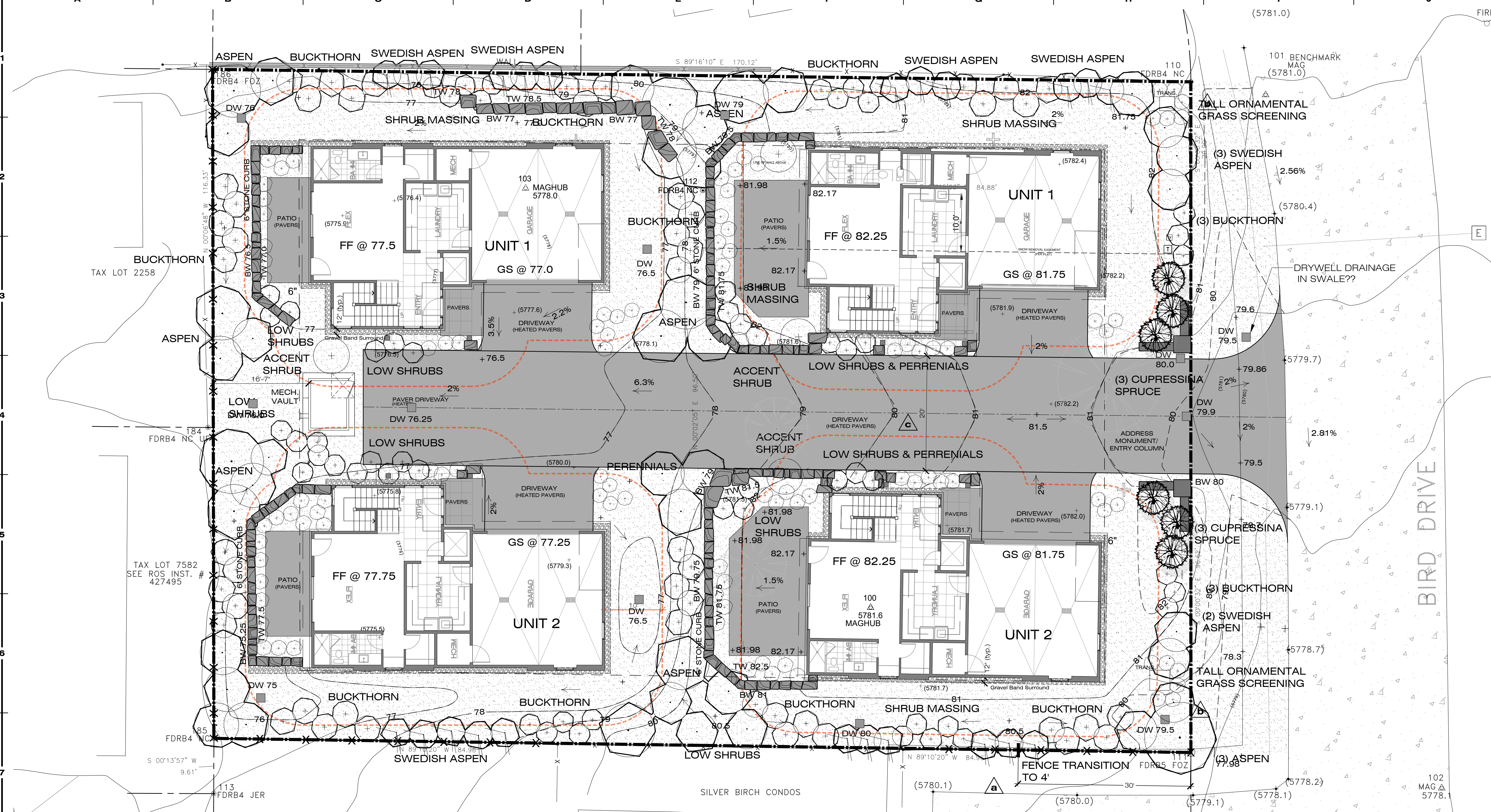
**LANDSCAPE PLAN**

**Snowbird Townhomes**

220 Bird Dr.  
Lots 1 & 2, Snowbird Sub.  
Ketchum • Blaine County • Idaho

drawn by: mo  
checked by: tk  
date: March 14, 2022  
revisions:  
March 15, 2022

**L-1.2**  
SHEET

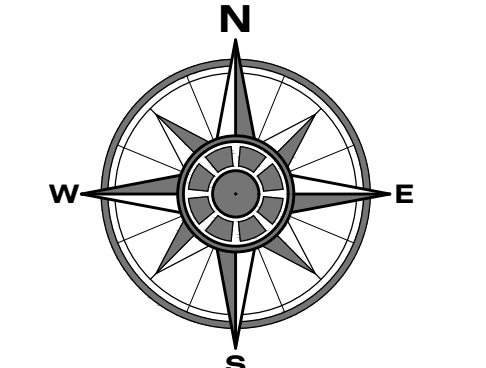


**PLANT LEGEND**

	<b>2</b> EVERGREEN TREES		<b>112</b> SHRUBS		<b>10,230 sf</b> PLANTER BEDS		<b>645 lf</b> EDGING	
6 - 10-12'	Cupressina Spruce, Picea abies 'Cupressina'	5 GAL. T.B.D.	Barberry - Helmond Pillar, Berberis thunb. f. atro. 'Helmond Pillar' Barberry - Orange Rocket, Berberis thunbergii 'Orange Rocket' Buckthorn - Tallhedge, Rhamnus frangula 'Tallhedge' Dogwood - Kelsey, Cornus sericea 'Kelsey' Peking Cotoneaster, Cotoneaster acutifolius Snowberry, Symphoricarpos albus Spirea - Tor Birchleaf, Spirea fritschiana Spirea - Tor Birchleaf, Spirea betulifolia 'Tor' Sumac - Gro-Low, Rhus aromatica 'Gro-Low'	3" MIN. BARK MULCH 10,230 s.f. - 95 yds	645 lf	STEEL EDGING 645 lf.		
10 - 6-8'	DECIDUOUS TREES	Quaking Aspen, Populus Tremuloides	<b>90</b> PERENNIALS	460 sf	<b>12' GRAVEL FOUNDATION BORDER</b> 460 s.f.	<b>5,360 lf</b> PAVERS 5,360 s.f.	<b>228 lf</b> 6/4" TALL WOOD FENCE 158 lf. - 6' tall fence 30 lf. - 4' tall fence	
15 - 10-12'								SALVIA KINNICKINICK PENSTEMON SWEET WOODRUFF COLUMBINE CREEPING MAHONIA COREOPSIS CORAL BELLS SEDUM
10 - 12+								
6 - 8-9'	28	Swedish Aspen, Populus Tremula 'Erecta'						
8 - 8-10'								
8 - 10-12'								
6 - 12+								

**LANDSCAPE & PLANTING NOTES:**

- LOCATIONS OF PROPOSED PLANT MATERIALS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO INSTALLATION. LOCATIONS SHOWN ON THE PLAN MAY VARY BASED ON EXISTING FIELD CONDITIONS. CONSULT LANDSCAPE ARCHITECT PRIOR TO INSTALL.
- ANY UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE LOCATED AND VERIFIED IN THE FIELD PRIOR TO ANY EXCAVATION WORK INCLUDING INSTALLATION OF PLANT MATERIALS.
- ALL PLANTING AREAS TO BE AERATED AFTER CONSTRUCTION AND PRIOR TO INSTALLATION OF PLANT MATERIALS.
- ALL PLANT MATERIALS TO COMPLY WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
- ALL PLANT MATERIAL SUBJECT TO AVAILABILITY.
- REFER TO ADDITIONAL MATERIALS AND SPECS INCLUDING IRRIGATION PLAN AND PERFORMANCE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- ALL LANDSCAPING TO BE IRRIGATED BY AN AUTOMATIC SPRINKLER SYSTEM.
- THIS PROJECT SHALL COMPLY WITH THE CITY OF KETCHUM FIRE PROTECTION AND DEFENSIBLE SPACE CHARACTERISTICS. TREE CROWNS EXTENDING TO WITHIN 10 FEET OF ANY STRUCTURE SHALL BE PRUNED TO MAINTAIN A MINIMUM HORIZONTAL CLEARANCE OF 10 FEET. TREE CROWNS WITHIN 30 FEET OF ANY STRUCTURE SHALL BE PRUNED TO REMOVE LIMBS LOCATED LESS THAN 6 FEET ABOVE THE GROUND SURFACE ADJACENT TO THE TREES. NON FIRE-RESISTIVE VEGETATION OR GROWTH SHALL BE KEPT CLEAR OF BUILDINGS AND STRUCTURES. IN SUCH A MANNER AS TO PROVIDE A CLEAR AREA FOR FIRE SUPPRESSION OPERATIONS. THE AREA 12" HORIZONTAL FROM THE BASE OF A WALL SHALL BE FINISHED IN A WAY TO PREVENT ANY VEGETATION GROWING, AND FOR VEGETATIVE DEBRIS TO BE EASILY REMOVED.



- a** revised: 3.14.22 Fence height
- b** revised: 3.14.22 Add screening plants
- c** revised: 3.14.22 width of driveway

**ATTACHMENT I:**  
**Phased Townhouse  
Subdivision Agreement  
#22765 for Lot 2A**

<p><b>RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:</b></p> <p>City Clerk, City of Ketchum  PO Box 2315  Ketchum Idaho, 83340</p>	
---	--

(Space Above Line For Recorder's Use)

**SNOWBIRD TOWNHOMES LOT 2A  
PHASED TOWNHOUSE SUBDIVISION AGREEMENT #22765**

THIS PHASED TOWNHOUSE SUBDIVISION AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_ 2022, by and between the City of Ketchum, an Idaho municipal corporation (“City”) and Scott J. Edwards, owner of real property (“Owner”).

**RECITALS**

WHEREAS, Owner owns certain real property located at 220 Bird Dr, Ketchum, Idaho legally described as Snowbird Subdivision, Block 1, Lot 2 the City of Ketchum, according to the official plat recorded under Instrument Number 321440, on file in the office of the County Recorder of Blaine County, Idaho (the “Property”); and

WHEREAS, Owner has submitted a Design Review application for the development of the Property with two detached townhomes accessed from a central private driveway from Bird Drive (the “Project”) and requests a phased development agreement for the development of the Project under the provisions of Section 16.04.110 – *Phased Development Projects* within Title 16 of the Ketchum Municipal Code.

WHEREAS, Owner has submitted an application for a subdivision preliminary plat to reconfigure the property boundaries between Lots 1 and 2 of the Snowbird Subdivision and create Lots 1A and 2A with an access easement through Lot 2A for the purpose of constructing a central private driveway to access Lot 1A (the “Preliminary Plat”), included as Exhibit A.

WHEREAS, Owner has submitted an application for a townhouse preliminary plat for two townhome sublots on Lot 2A (the “Townhouse Preliminary Plat”), included as Exhibit B.

WHEREAS, Owner proposes to construct all required right-of-way infrastructure improvements, central private driveway, and water and sewer utility services for each sublot on Lot 2A in one phase. All required improvements will be constructed to City standards and Owner assumes maintenance responsibilities of the improved private driveway, water service lines, and sewer service lines to each sublot.

## AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Maintenance Responsibilities.

A. *Owner.*

- (1) *Water Service Lines Serving Lot 2A Sublots 1 and 2.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water lines serving the Project. The private water line is from the point of the meter on Bird Drive to each detached townhouse unit.
- (2) *Sewer Service lines Serving Lot 2A Sublots 1 and 2.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private sewer lines serving the Project. The private sewer line is from the point of the meter on Bird Drive to each detached townhouse unit.
- (3) *Private Driveway.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private driveway serving Lots 1A and 2A. Private driveway shall remain open and unobstructed for a width of 20 feet year-round.

2. Construction and Completion Schedule.

- A. All townhouse units on Lot 1A shall be completed no later than three years from the date of issuance of a building permit for the first townhouse unit on Lot 1A, as evidenced by issuance of a Certificate of Occupancy for each townhouse unit.
- B. Prior to issuance of a Certificate of Occupancy for the first detached townhouse unit on Lot 2A, each subplot shall be adequately served by both water and sewer services as generally depicted on Exhibit C, as affirmed in writing by the City. The City must approve the timing of water and sewer connections to the existing system.
- C. Prior to obtaining Certificate of Occupancy for the first townhouse unit on Lot 2A, the following improvements as generally depicted on Exhibit C shall be completed and/or extended to each Sublot:
  - (1) Recordation of the 20-foot-wide access and utility access easement as shown in the Preliminary Plat; and



- (2) Dry utility services (power, gas, cable, etc); and
- (3) All hardscape pathways and access points for adequate and safe egress from the units; and
- (4) Bird Drive right of way improvements consistent with Ketchum Municipal Code, Title 12.04.030.H.1 and current right of way standards completed and installed to the satisfaction of the City Engineer; and
- (5) Water and sewer mains and services serving sublots 1 and 2 on Lot 2A; and
- (6) Private driveway and associated drainage infrastructure accessing Lots 1A and 2A.

D. Prior to obtaining a Certificate of Occupancy for the last detached townhouse unit on Lot 2A, all landscaping as generally depicted in Exhibit D shall be installed.

3. Building Permits for Each Townhouse Unit. Owner shall apply for individual building permits for each townhouse unit to be constructed on Lot 2A. Each townhouse unit shall obtain a separate Certificate of Occupancy. The first building permit shall include plans and improvements as identified in Sections 2A and B of this Agreement.
4. Final Plat. The City agrees to accept and process a final plat application for approval by City Council provided a Certificate of Occupancy has been issued for the first townhouse unit on Lot 2A should Owner comply with all above recitals.
5. Townhouse Sublot Final Plat. The City agrees to accept and process a townhouse final plat application for approval by City Council provided a Certificate of Occupancy has been issued for the first townhouse unit on Lot 2A should Owner comply with all above recitals.
6. Owners' Association Assumption of Responsibilities. Upon the recording of the Townhouse Sublot Final Plat, Owner may assign and transfer its maintenance responsibilities and obligations under this Agreement to the Snowbird Townhomes Owner's Association, Inc.
7. General Provisions.

A. *Recitals and Construction.* The City and Owner incorporate the above recitals into this Agreement and affirm such recitals are true and correct.

B. *Effective Date.* This Agreement is effective as of the date on which the last of the City and Owner execute this Agreement. Neither party shall have any rights with respect to this Agreement until both have executed this Agreement.

C. *Owner Representations.* Owner represents and warrants to City that (a) Owner holds fee simple title to the Property, and (b) no joinder or approval of another person or entity is required with respect to Owner's authority to make and execute this Amendment.

D. *Neutral Interpretation.* City and Owner acknowledge they and, if they so choose, their respective counsel have reviewed this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, or any exhibits, attachments and addenda to the Agreement.

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

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

"CITY":

"OWNER":

CITY OF KETCHUM,

Scott J. Edwards,

an Idaho municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Neil Bradshaw, Mayor

Scott J. Edwards

ATTEST:

\_\_\_\_\_  
Tara Fenwick, City Clerk

***ACKNOWLEDGEMENT FOR CITY***

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF BLAINE        )

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

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

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

***ACKNOWLEDGEMENT FOR OWNER***

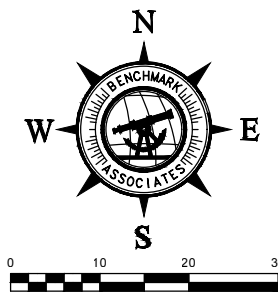
STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared SCOTT J. EDWARDS, known to me to be the owner of certain real property at 222 Bird Dr, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**Exhibit A:**  
**Snowbird Subdivision**  
**Subdivision Preliminary Plat**



**LEGEND:**

- PROPERTY LINE
- - - LOT LINE ELIMINATED
- - - EASEMENT LINE
- - - BLAINE COUNTY GIS TIE
- - - APPROXIMATE EDGE BUILDING
- - - EDGE PAVEMENT
- - - EXISTING WOOD FENCE
- - - EXISTING ELECTRIC LINE
- - - EXISTING WATER LINE
- - - EXISTING SEWER LINE
- X X TELE BOX
- E E CATV BOX
- E E ELECTRIC BOX
- ○ FOUND 1/2" REBAR
- ○ FOUND 5/8" REBAR
- ○ SET 5/8" REBAR, PLS 9561
- ○ FOUND ALUMINUM CAP
- ● EXISTING TREE

**SNOWBIRD SUBDIVISION: LOTS 1A & 2A**

LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
WHEREIN THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION IS AMENDED.

**MARCH 2022  
PRELIMINARY PLAT**



VICINITY MAP  
NOT TO SCALE

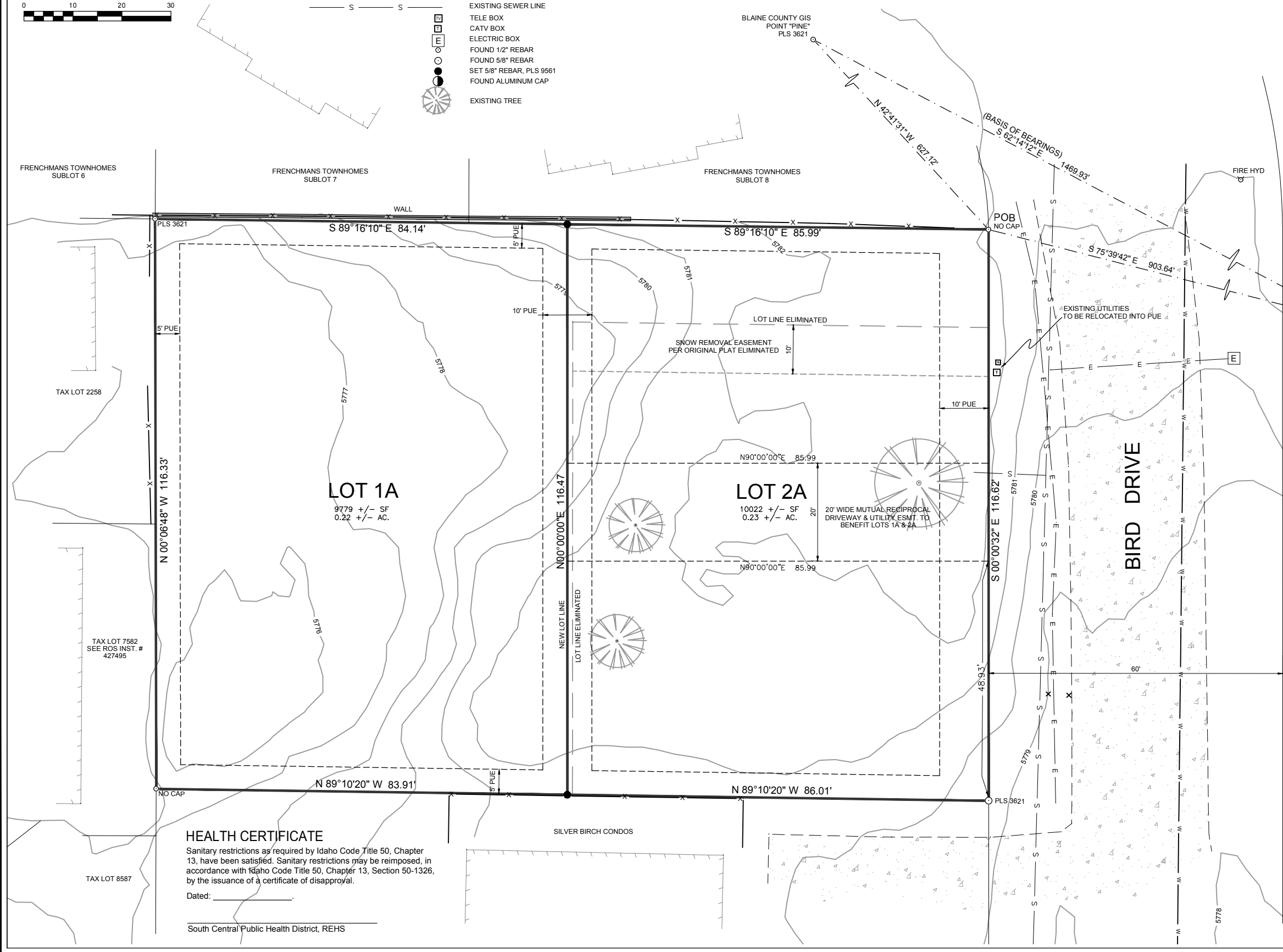
**OWNER OF RECORD**  
SCOTT J. EDWARDS  
13019 NAOMILAWN DRIVE SOUTHWEST  
LAKEWOOD, WA 98498

**SURVEYOR'S NARRATIVE:**

1. THE PURPOSE OF THIS PLAT IS TO AMEND THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
  - A. ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.

**NOTES:**

1. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT IS GRANTED ALONG FRONT PROPERTY LINE AS SHOWN HEREON.
2. A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT LOTS 1A & 2A IS GRANTED AS SHOWN HEREON.
3. A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
4. CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
5. UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
6. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.



**HEALTH CERTIFICATE**

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

Dated: \_\_\_\_\_  
South Central Public Health District, REHS



<b>SNOWBIRD SUBDIVISION: LOTS 1A &amp; 2A</b>		
LOCATED WITHIN SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO		
PREPARED FOR: SCOTT J. EDWARDS		
PROJECT NO. 21070	DWG BY: DWS/CPL	21070pre2022.DWG
PRELIMINARY PLAT	DATE: 03/21/2022	SHEET: 1 OF 1

Exhibit B:  
Townhouse Preliminary Plat  
for Lot 2A

# SNOWBIRD TOWNHOMES II

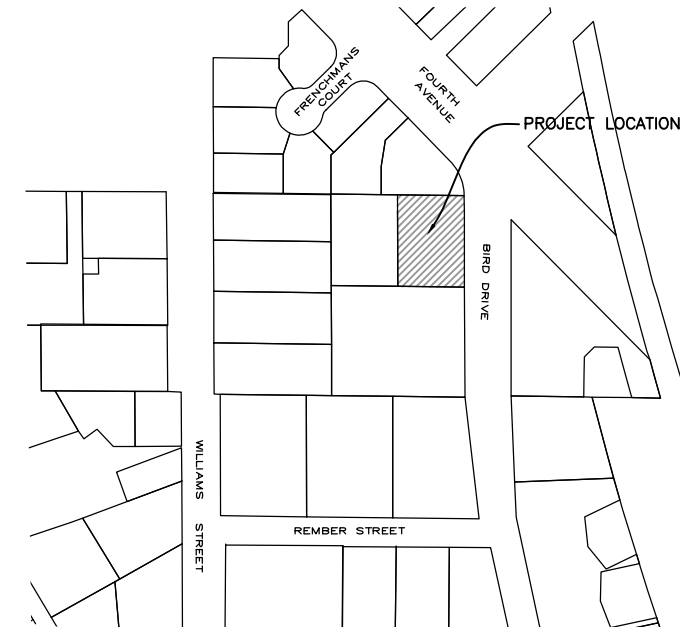
LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

A TOWNHOUSE SUBDIVISION OF SNOWBIRD SUBDIVISION, LOT 2A, CREATING TWO SUBLOTS.

## MARCH 2022 PRELIMINARY PLAT

### OWNER OF RECORD

SCOTT J. EDWARDS  
13019 NAOMILAWN DRIVE SOUTHWEST  
LAKEWOOD, WA 98498



VICINITY MAP  
NOT TO SCALE

### SURVEYOR'S NARRATIVE:

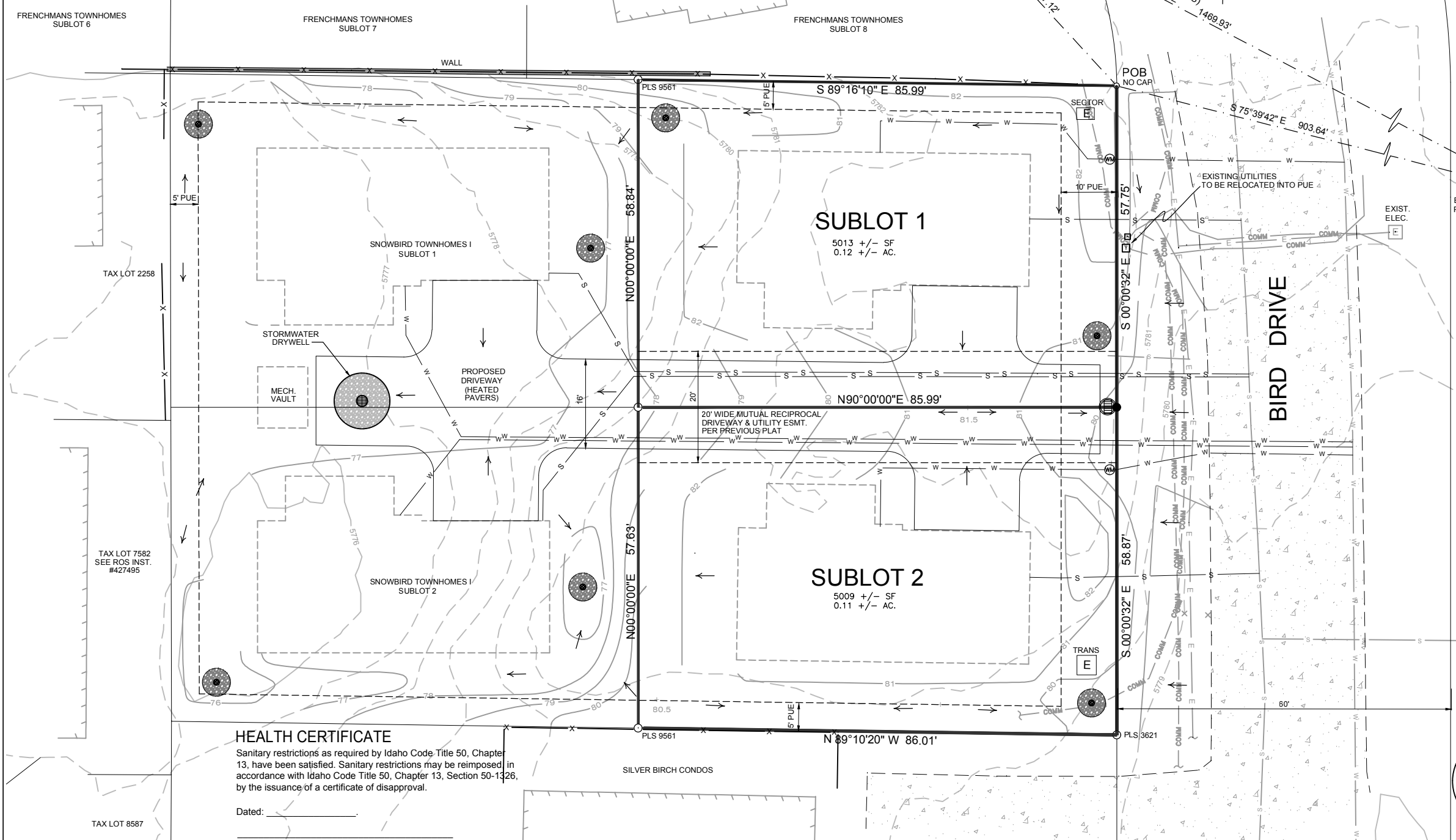
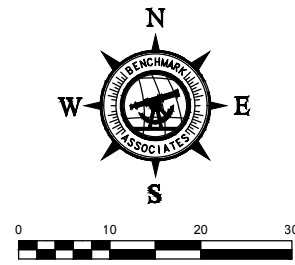
1. THE PURPOSE OF THIS PLAT IS TO CREATE TWO TOWNHOUSE SUBLOTS. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
  - A. ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.
  - B. REPLAT OF "SNOWBIRD SUBDIVISION: LOTS 1A & 2A", INST. NO. \_\_\_\_\_.
  - C. SNOWBIRD TOWNHOMES I, INST. NO. \_\_\_\_\_.

### NOTES:

1. THE TOWNHOME DECLARATION FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. \_\_\_\_\_, RECORDS OF BLAINE COUNTY, IDAHO.
2. THE PHASED DEVELOPMENT AGREEMENT FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. \_\_\_\_\_, RECORDS OF BLAINE COUNTY, IDAHO.
3. ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR ACCESS AND EXISTING/FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, MECHANICAL VAULTS, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
4. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS ALONG FRONT PROPERTY LINE PER PREVIOUS PLAT.
5. A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT SNOWBIRD TOWNHOMES I, SUBLOTS 1 & 2, AND SNOWBIRD TOWNHOMES II, SUBLOTS 1 & 2 EXISTS PER PREVIOUS PLAT.
6. CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
7. A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
8. GARAGE(S) MAY NOT BE CONDOMINIUMIZED, SOLD AND/OR OWNED SEPARATE FROM THE CORRESPONDING DWELLING UNIT WITHIN THE TOWNHOUSE DEVELOPMENT.
9. EXISTING UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
10. PROPOSED UTILITIES, CONTOURS & DRAINAGE PER CIVIL & LANDSCAPE PLANS.
11. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.

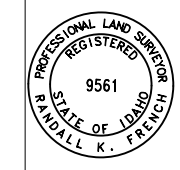
### LEGEND:

- PROPERTY LINE
- EASEMENT LINE
- APPROXIMATE BUILDING FOOTPRINT
- BLAINE COUNTY GIS TIE
- APPROXIMATE EXISTING BUILDING
- EDGE PAVEMENT
- EXISTING WOOD FENCE
- EXISTING ELECTRIC LINE
- EXISTING COMMUNICATION LINE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- NEW WATER SERVICE
- NEW SEWER SERVICE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING TELEPHONE BOX
- EXISTING CABLE TV BOX
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- SET 5/8" REBAR, PLS #9561
- FOUND ALUMINUM CAP
- NEW ELECTRICAL BOX
- NEW DRYWELL
- NEW CATCH BASIN
- FLOW ARROW



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

Dated: \_\_\_\_\_



<b>SNOWBIRD TOWNHOMES II</b>		
LOCATED WITHIN SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO		
PREPARED FOR: SCOTT J. EDWARDS		
PROJECT NO. 21070	DWG BY: DWS/CPL	21070ph2.DWG
PRELIMINARY PLAT	DATE: 03/21/2022	SHEET: 1 OF 1

Exhibit C:  
Right-of-Way, Utility, and  
Driveway Improvements Plan



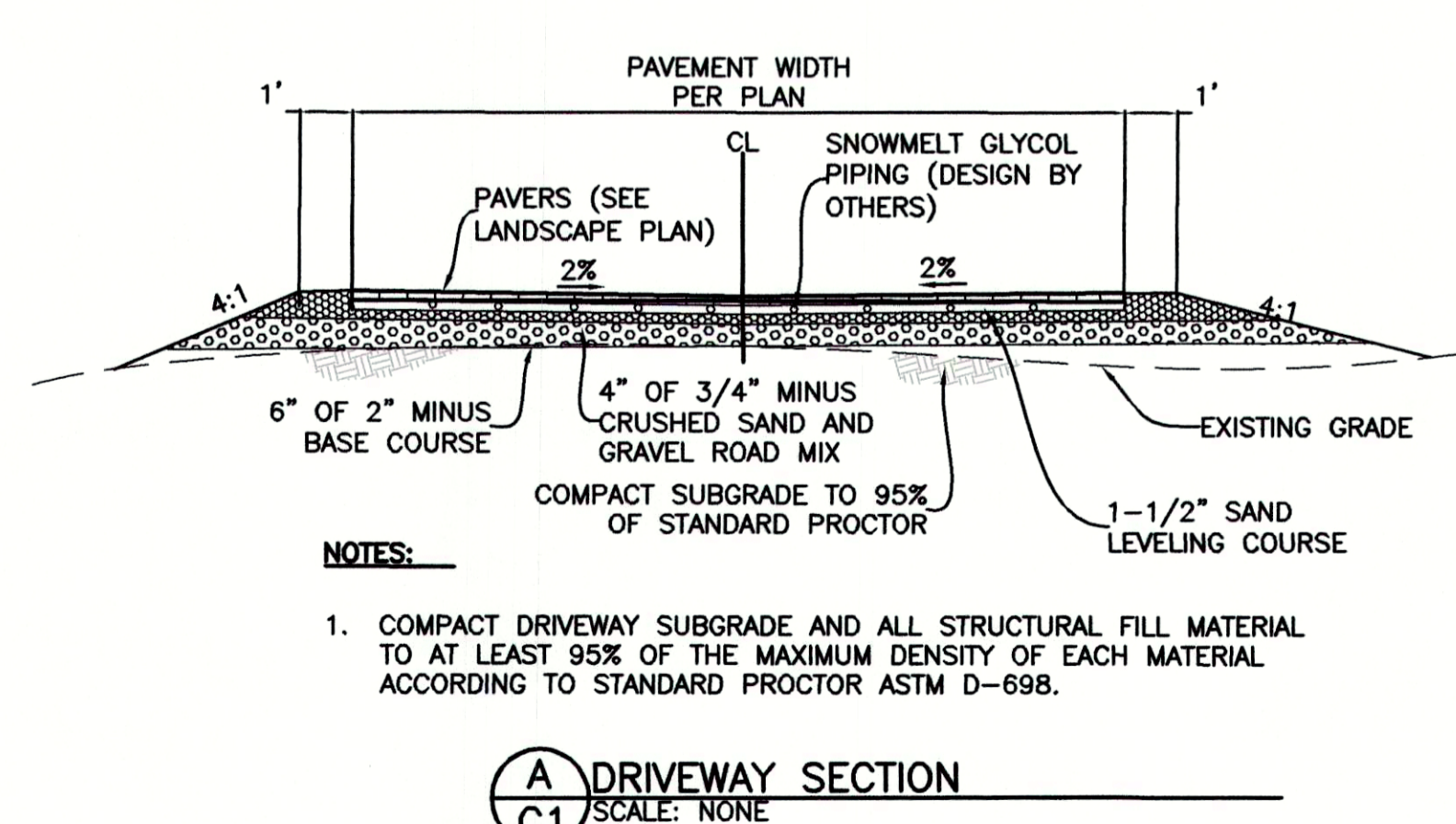
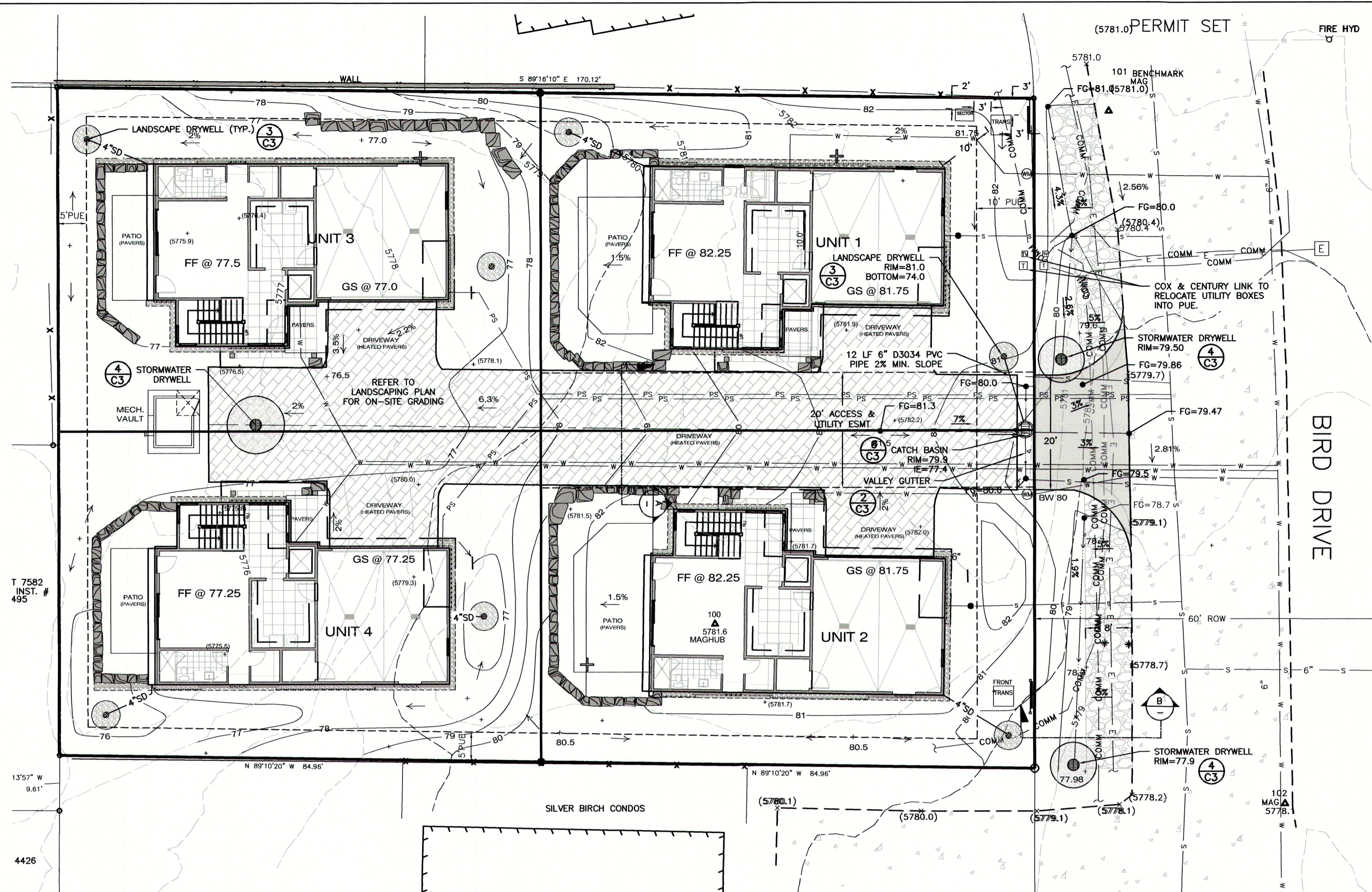


**GENERAL NOTES**

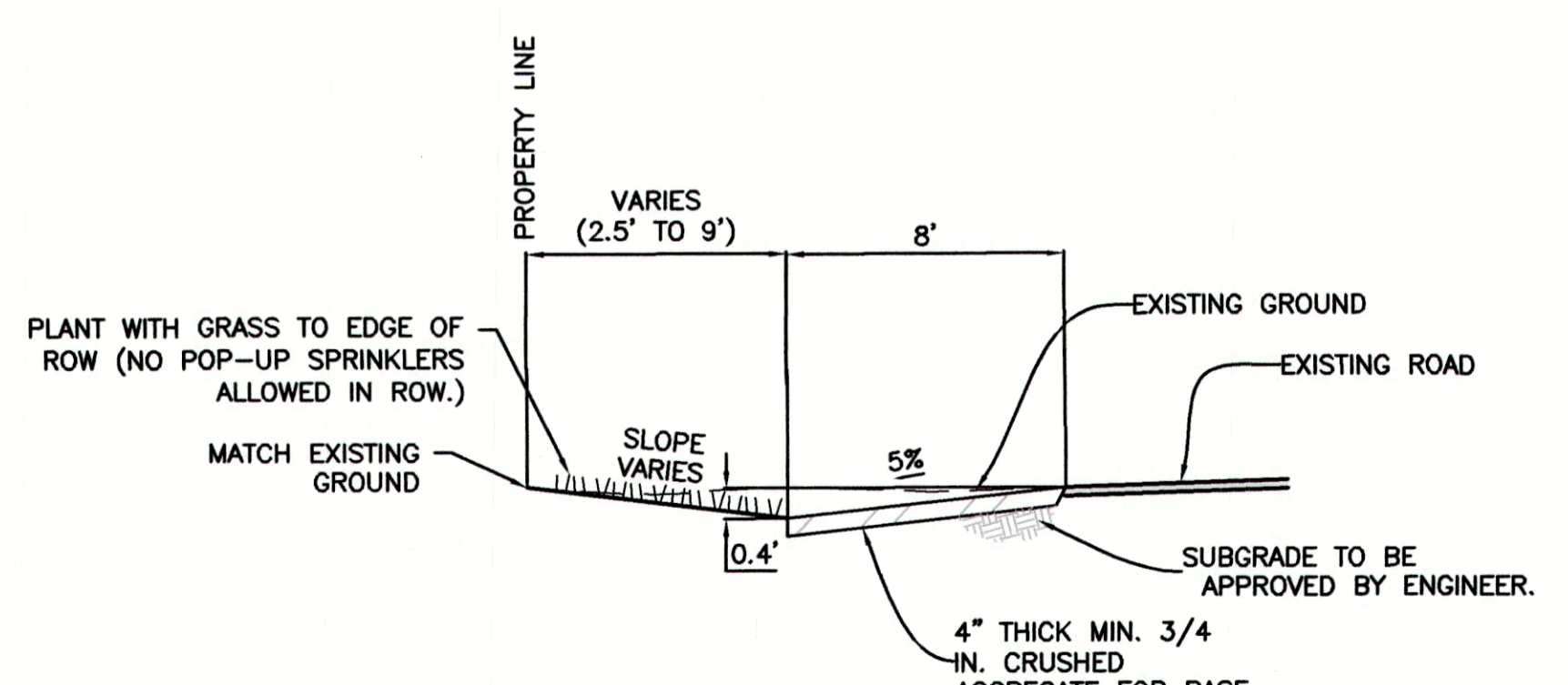
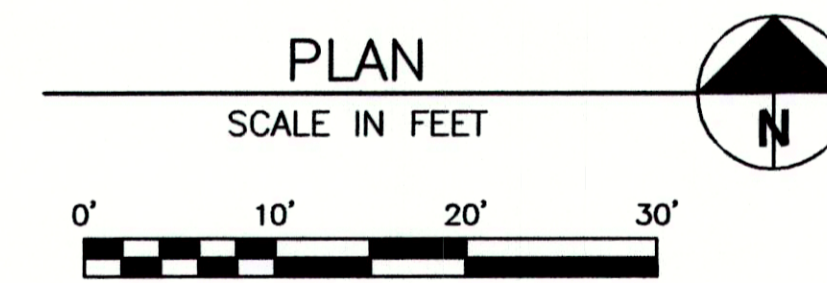
- CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING CONSTRUCTION. ANY CONFLICT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- CONTRACTOR SHALL NOTIFY DIGLINE (1-800-342-1585) AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING THE CONSTRUCTION OF ALL ITEMS HEREON. DUST CONTROL SHALL BE CONTINUOUS DURING CONSTRUCTION, 24 HOURS PER DAY 7 DAYS PER WEEK.
- CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM THE HOUSE.
- ALL WORK WITHIN THE CITY RIGHT OF WAY SHALL CONFORM TO CITY OF KETCHUM STANDARDS.

**LEGEND**

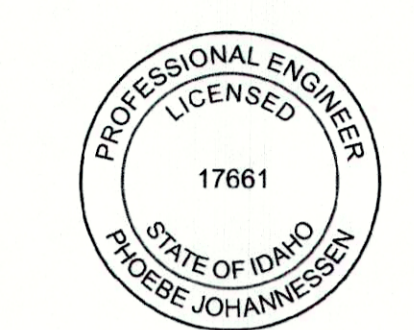
	EXISTING	PROPOSED
PROPERTY LINE	---	---
ADJOINING PROPERTY LINE	---	---
CENTERLINE	---	---
FENCE	---	---
SEWER	S	S
PRESSURE SEWER	PS	PS
SEWER MANHOLE	○	○
SEWER CLEANOUT	○	○
WATER	W	W
WATER METER	○	○
GAS	G	G
POWER	E	E
OVERHEAD POWER	OHP	OHP
TELEPHONE	---	---
CABLE TV LINE	TV	TV
CONTOUR	---	---
SAWCUT LINE	---	---
FLOW LINE	---	---
LANDSCAPE DRYWELL	○	○
DRIVEWAY DRYWELL	○	○
STORM DRAIN PIPE	4"SD	4"SD
DOWN SPOUT	DS	DS
ASPHALT PAVEMENT	---	---
PAVERS	---	---
GRAVEL	---	---
FG	---	---
EG	---	---
GB	---	---



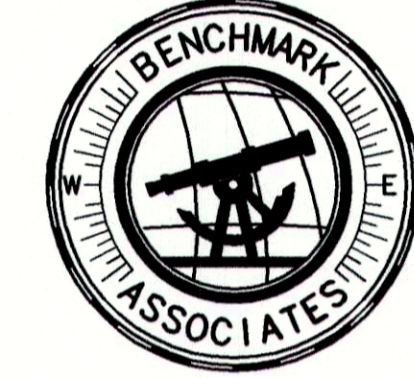
**A DRIVEWAY SECTION**  
SCALE: NONE



**B ROAD SHOULDER SECTION**  
SCALE: NONE



NO.	DESCRIPTION	DATE	BY



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

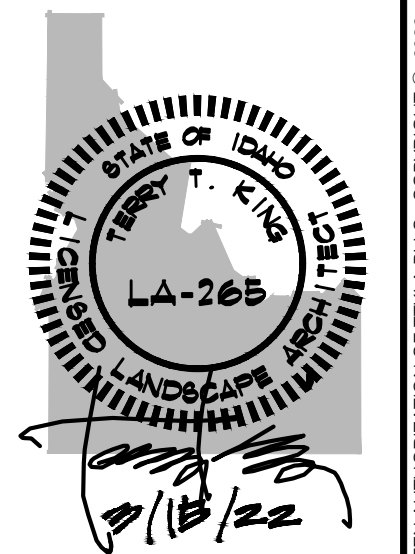
**GRADING & DRAINAGE PLAN**  
SNOWBIRD TOWNHOMES  
T4N, R17E, SEC 13, B.M., CITY OF KETCHUM, IDAHO  
PREPARED FOR: SCOTT J. EDWARDS

DRAWN BY: PLJ  
DESIGNED BY: PLJ  
CHECKED BY: GLM  
DATE: 3/21/22  
PROJECT NO.: 21070

DRAWING NO.

**C1**

**Exhibit D:**  
**Landscape Improvements Plan**



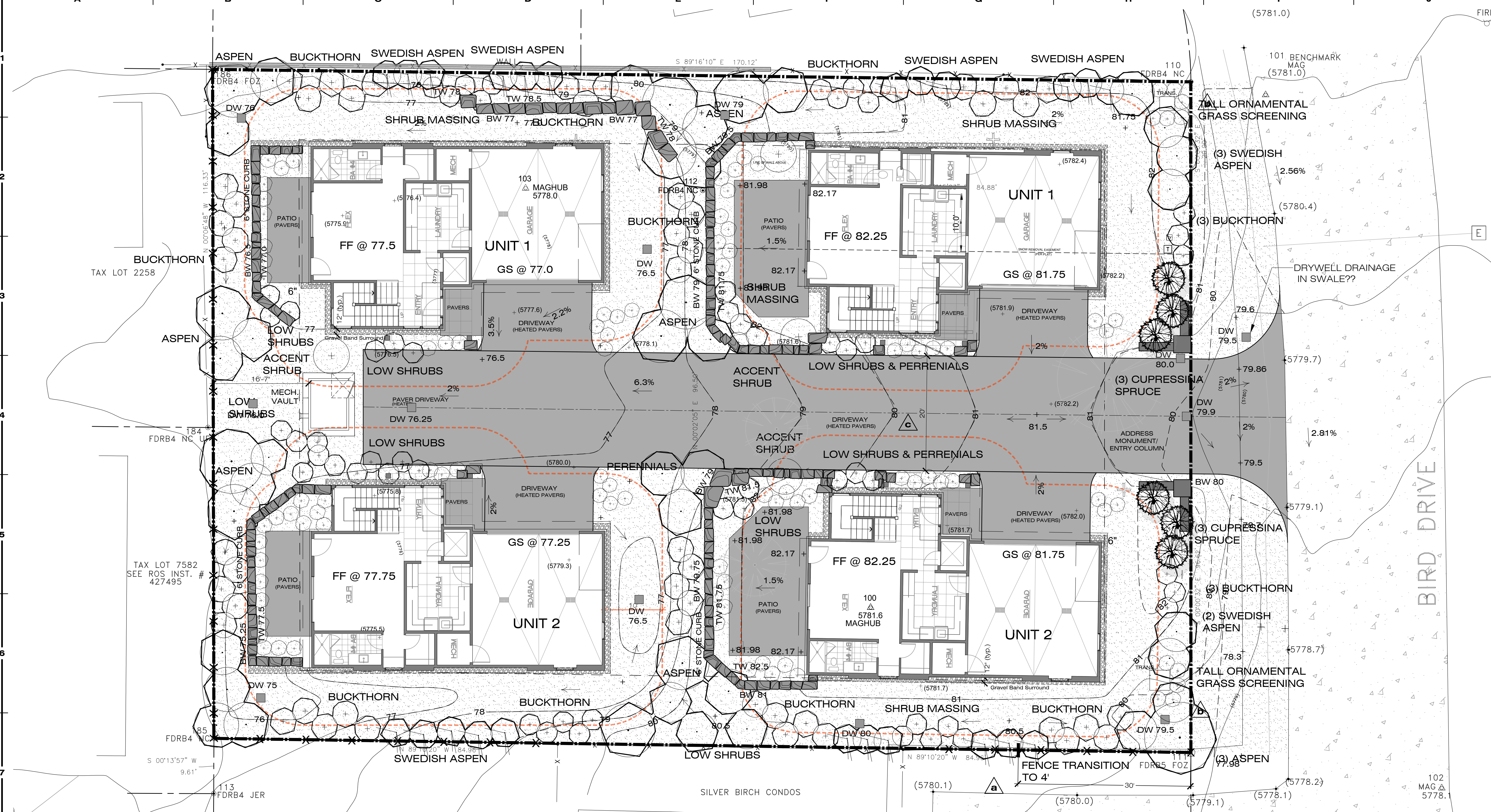
**LANDSCAPE PLAN**

**Snowbird Townhomes**

220 Bird Dr.  
Lots 1 & 2, Snowbird Sub.  
Ketchum • Blaine County • Idaho

drawn by: mo  
checked by: tk  
date: March 14, 2022  
revisions:  
March 15, 2022

**L-1.2**  
SHEET



**PLANT LEGEND**

<b>2</b> 10 - 6'-8" 15 - 8'-10" 15 - 10'-12" 10 - 12'+	<b>EVERGREEN TREES</b> Cupressina Spruce, Picea abies 'Cupressina'	<b>112</b> 5 GAL. T.B.D.	<b>SHRUBS</b> Barberry - Helmond Pillar, Berberis thunb. f. atro. 'Helmond Pillar' Barberry - Orange Rocket, Berberis thunbergii 'Orange Rocket' Buckthorn - Tallhedge, Rhamnus frangula 'Tallhedge' Dogwood - Kelsey, Cornus sericea 'Kelsey' Peking Cotoneaster, Cotoneaster acutifolius Snowberry, Symphoricarpos albus Spirea - Tor Birchleaf, Spirea fritschiana Spirea - Tor Birchleaf, Spirea betulifolia 'Tor' Sumac - Gro-Low, Rhus aromatica 'Gro-Low'	10,230 sf 3" MIN. BARK MULCH 10,230 s.f. - 95 yds	<b>PLANTER BEDS</b>	645 lf STEEL EDGING 645 lf.	<b>EDGING</b>
<b>51</b> 10 - 6'-8" 16 - 8'-10" 15 - 10'-12" 10 - 12'+	<b>DECIDUOUS TREES</b> Quaking Aspen, Populus Tremuloides	<b>90</b> 45 - 1 gal. 45 - 2 gal. T.B.D.	<b>PERENNIALS</b> SALVIA PENSTEMON COLUMBINE COREOPSIS KINNIKINNICK SWEET WOODRUFF CREEPING MAHONIA CORAL BELLS SEDUM	460 sf 460 s.f.	<b>12" GRAVEL FOUNDATION BORDER</b>	5,360 lf 5,360 s.f.	<b>PAVERS</b>
<b>28</b> 6 - 6'-8" 8 - 8'-10" 8 - 10'-12" 6 - 12'+	Swedish Aspen, Populus Tremula 'Erecta'			228 lf 158 lf. - 6' tall fence 30 lf. - 4' tall fence	<b>6 1/4" TALL WOOD FENCE</b>		

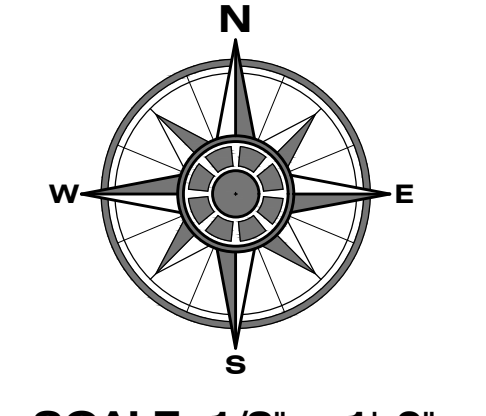
**LANDSCAPE & PLANTING NOTES:**

- LOCATIONS OF PROPOSED PLANT MATERIALS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO INSTALLATION. LOCATIONS SHOWN ON THE PLAN MAY VARY BASED ON EXISTING FIELD CONDITIONS. CONSULT LANDSCAPE ARCHITECT PRIOR TO INSTALL.
- ANY UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE LOCATED AND VERIFIED IN THE FIELD PRIOR TO ANY EXCAVATION WORK INCLUDING INSTALLATION OF PLANT MATERIALS.
- ALL PLANTING AREAS TO BE AERATED AFTER CONSTRUCTION AND PRIOR TO INSTALLATION OF PLANT MATERIALS.
- ALL PLANT MATERIALS TO COMPLY WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
- ALL PLANT MATERIAL SUBJECT TO AVAILABILITY.
- REFER TO ADDITIONAL MATERIALS AND SPECS INCLUDING IRRIGATION PLAN AND PERFORMANCE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- ALL LANDSCAPING TO BE IRRIGATED BY AN AUTOMATIC SPRINKLER SYSTEM.
- THIS PROJECT SHALL COMPLY WITH THE CITY OF KETCHUM FIRE PROTECTION AND DEFENSIBLE SPACE CHARACTERISTICS. TREE CROWNS EXTENDING TO WITHIN 10 FEET OF ANY STRUCTURE SHALL BE PRUNED TO MAINTAIN A MINIMUM HORIZONTAL CLEARANCE OF 10 FEET. TREE CROWNS WITHIN 30 FEET OF ANY STRUCTURE SHALL BE PRUNED TO REMOVE LIMBS LOCATED LESS THAN 6 FEET ABOVE THE GROUND SURFACE ADJACENT TO THE TREES. NON FIRE-RESISTIVE VEGETATION OR GROWTH SHALL BE KEPT CLEAR OF BUILDINGS AND STRUCTURES. IN SUCH A MANNER AS TO PROVIDE A CLEAR AREA FOR FIRE SUPPRESSION OPERATIONS. THE AREA 12" HORIZONTAL FROM THE BASE OF A WALL SHALL BE FINISHED IN A WAY TO PREVENT ANY VEGETATION GROWING, AND FOR VEGETATIVE DEBRIS TO BE EASILY REMOVED.

**a** revised: 3.14.22  
Fence height

**b** revised: 3.14.22  
Add screening plants

**c** revised: 3.14.22  
width of driveway



SCALE: 1/8" = 1'-0"