

**City of Ketchum** 

August 15,2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

#### Recommendation to Approve Financial Participation Agreement with Ketchum Community Development Corporation for Bluebird Village Community Housing Project

#### **Recommendation and Summary**

On April 18<sup>th</sup> the City Council approved the updated financial commitment letter for the Bluebird Community Housing Project following a presentation by GMD Development and Ketchum Community Development Corporation (KCDC). Both the Ketchum Urban Renewal Agency and Idaho Housing and Finance Association approved increased funding commitments.

"I move to approve the Financial Participation Agreement with Ketchum Community Development Corporation for Bluebird Village Community Housing Project."

#### Introduction and History

On October 4, 2021, the City Council approved the design for the Bluebird Community Housing project as recommended by the Planning and Zoning Commission. On November 18<sup>th</sup>, the City Council approved a long-term lease for the project.

The development team is nearly final with items related to the issuance of their building permit. The city's funding agreement is a necessary component as part of the developer's construction loan issuance. The agreement outlines a phased contribution to the project per key milestones.

- 40% at construction loan closing
- 40% at 50% completion
- 20% at 100% completion

#### Sustainability Impact

The availability of community housing in the city limits reduces trip generation associated with local workers.

#### Financial Impact

A local funding match was a major factor in the successful award of federal tax credits by Idaho Housing Finance Association. The city's original commitment was \$1.4 million and on April 18, City Council agreed to increase to \$3.3 million to address the increase in construction costs and impact of decreased Blaine County AMI. The current balance of the In-Lieu Housing Fund is approximately \$2.9 million. Three pending development projects have indicated they will pay in-lieu fees which are estimated to bring in another \$1,217,774. The funding agreement with KCDC will outline that the city will fund in phases to align with cash flow.

#### Attachments

Agreement and Purchase Order #22122



#### **CITY OF KETCHUM** PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340 Administration 208-726-3841 (fax) 208-726-8234

#### PURCHASE ORDER BUDGETED ITEM? \_\_\_\_Yes \_\_\_\_No

#### PURCHASE ORDER - NUMBER: 22122

То:	Ship to:
2721 KETCHUM COMMUNITY DEVELOPMENT CORPORATION P.O. BOX 6452 KETCHUM ID 83340	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	<b>Requested By</b>	Department	Req Number	Terms
08/11/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	BLUEBIRD COMMUNITY HOUSING PR 52-4410-7116	3,300,000.00	3,300,000.00
	SHIPPING	6 & HANDLING	0.00
	τοται	PO AMOUNT	3,300,000.00
	1014		5,500,000.00

#### CITY OF KETCHUM REIMBURSEMENT AND PARTICIPATION AGREEMENT

This Reimbursement and Participation Agreement ("<u>Agreement</u>") is entered into as of [\_\_\_\_], 2022 (the "<u>Effective Date</u>") by the City of Ketchum, Idaho ("<u>City</u>"), an Idaho municipal corporation, Ketchum Community Development Corporation ("KCDC"), an Idaho nonprofit corporation, and 4% Bluebird Housing Partners LLC ("<u>Owner</u>"), an Idaho limited liability company, with respect to the Project. City, KCDC and Owner may be collectively referred to as the "<u>Parties</u>" and individually referred to as a "<u>Party</u>."

#### RECITALS

A. The City is facing increased demand and a critical need for additional housing options to support the City's local population and workforce.

B. The City has established a community housing incentive to encourage and provide for additional community housing options, which includes the establishment of an In-Lieu Housing Fund that collects and makes available funding for community housing development (the "<u>City</u> <u>In-Lieu Housing Fund</u>"). Ketchum Municipal Code §17.124.040.

C. KCDC, in cooperation with Owner, is leasing and re-developing the former site of City Hall, generally described on **Exhibit A**, into a mixed-use, community housing project known or to be known as the Bluebird Village community housing project ("<u>Project</u>") as graphically depicted on **Exhibit B** and further referenced in **Exhibit C**.

D. KCDC and the City entered into a seventy-five (75) year ground lease outlining the nature of the Project and governing the rights and obligations of the City and KCDC, as well as any developer or subtenant (as the same may be amended from time to time, the "Lease"). The Lease is attached as **Exhibit C** and incorporated herein by this reference.

E. The City finds that it is in the interest of the public health and welfare, particularly for provision of community housing, to support the Project and ensure the Project is completed.

F. In support of that public interest, the City has entered into the Lease for the use of the former site of City Hall. Additionally, the City has previously committed in 2020 to a local funding match of \$1.4 million, which was a major factor in the successful award of tax credits for the Project.

G. As presented at the April 4, 2022 City Council meeting, there have been significant market impacts and disruptions that have further increased the need for such community housing, and also have significantly impacted the development costs of the Project. Consequently, KCDC and GMD Development LLC, a Washington limited liability company, an affiliate of Owner, have requested and the City approved a letter of intent for additional supplemental local gap funding to the Owner in the amount of \$1,900,000.

H. Finding the Project to be an important part of addressing the City's significant housing needs, this Agreement intends to further define the terms and conditions of City's financial contribution and local match to the Project.

#### AGREEMENTS

Therefore, in consideration of the above recitals which are hereby incorporated, the Parties agree as follows:

1. <u>Effective Date; Termination</u>. The Effective Date of this Agreement shall be as set forth above and shall terminate upon the earlier of (i) the term of the Lease (or earlier termination thereof), (ii) the full and final disbursement of funds pursuant to Section 3, or (iii) termination pursuant to Section 9.

2. <u>City Funding Commitment</u>. The City commits to local match funding for the Project in the total amount of up to \$3,300,000, and not to exceed such amount. This amount is intended to be primarily funded from the City In-Lieu Housing Fund. Additional funding may be in the form of reimbursements, credits, or waivers for building and/or planning fees.

- 3. <u>City Disbursement</u>. Disbursements shall occur as follows:
  - 40% (\$1,320,000) at the Project's construction loan closing.
  - 40% (1,320,000) at 50% Completion of Construction (as such term is defined in Owner's Amended and Restated Agreement Operating Agreement).
  - 20% (660,000) at 100% Completion of Construction.

City may pay at any time, in whole or in part, without penalty, the then remaining outstanding balance of this participation obligation. City shall participate in the monthly Construction Loan draw and inspection process. All funds shall go to the Construction control account.

4. <u>Reserved</u>.

5. <u>Construction of Project</u>. Owner agrees to pursue and construct the Project as previously approved by the City and pursuant to the Lease.

6. <u>Construction Funding</u>. Owner shall pay for all of the costs of construction for the Project. The Parties acknowledge that the Schedule of Costs, attached as **Exhibit D**, is an estimate by Owner's contractor and that actual costs for the Project, as well as each line item of cost, may be more or less than is shown on the Schedule of Costs.

7. <u>Notification of Completion; Inspection</u>. Upon completion of the required step or steps in construction, Owner shall notify City in writing and request a construction inspection and/or a meeting with City to determine if the construction meets the requirements of the completion percentages as provided for in Section 3 above. City will provide KCDC with written

confirmation if the construction step has been completed in compliance with this Agreement within fifteen (15) days of receipt of Owner's notice, and proceed with funding disbursement in accord with Section 3.

8. <u>Subordination of Funding Obligations</u>. The Parties agree this Agreement does not provide KCDC with a security interest in any City funds or revenues. Notwithstanding anything to the contrary in this Agreement, the obligation of City to make the payments as specified in this agreement shall be subordinate to all City obligations that have committed available City revenues previous to this Agreement, including the City In-Lieu Housing Fund funds and revenues.

9. <u>Default</u>. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of seventy-five (75) days from receipt of written notice of default from the other Party specifying how such Party has failed to perform its obligations under this Agreement and failure of such Party to rectify those failures of obligations specified in such notice of default. In the event of a default past the foregoing cure period, the non-defaulting Party may do the following:

- a. Terminate this Agreement upon written notice to the defaulting Party and pursue recovery of direct damages incurred.
- b. Seek specific performance of those elements of this Agreement which can be specifically performed and recover all damages incurred. The Parties agree that it is their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. Perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. Pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.
- e. In the event KCDC and/or Owner defaults under this Agreement, City as the non-defaulting Party shall have the right to suspend or terminate its payments under this Agreement for so long as the default continues beyond the cure period provided for in Section 9. If not cured within the cure period provided in Section 9, City's commitment for payment shall be deemed extinguished unless otherwise agreed to by the City.

Notwithstanding anything to the contrary herein, the Parties agree that any cure made or tendered by Owner's tax credit investor shall be accepted or rejected as if made or tendered by Owner.

10. <u>No Joint Venture</u>. The Parties agree that noting contained in this Agreement or any document executed in connection with this Agreement shall be construed as the Parties a joint venture or partners.

11. <u>Successors and Assigns</u>. This Agreement may not be assigned except that KCDC or Owner may assign their respective rights or obligations under this Agreement a third party only upon the written approval of City, at City's sole discretion which will not be unreasonably denied.

12. <u>Notices</u>. All notices under this Agreement shall be in writing and delivered by personal service, by United States of America mail or express mail or other established express delivery service, postage or delivery charge prepaid, return receipt requested, or by electronic mail addressed as set forth below:

City:	City Administrator City of Ketchum P.O. Box 2315 Ketchum, Idaho 83340 (208) 726-3841 jriley@ketchumidaho.org
KCDC:	Ketchum Community Development Corporation P.O. Box 6452 Ketchum, ID 83340 Attention: Charles Friedman, Executive Director (208) 309-0224 <u>friedman.charles@gmail.com</u>
Owner:	4% Bluebird Housing Partners LLC c/o GMD Development LLC 520 Pike Steet Suite 1010 Seattle, WA 98112 (206) 745-3699 greg@gmddevelopment.com

13. <u>Idaho Law; Attorney Fees</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable and actual attorney fees, court costs, and such other costs as may be found by the court.

14. <u>Headings</u>. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

15. <u>Entire Agreement</u>. This Agreement constitutes the entire understanding and agreement of the Parties. Exhibits to and incorporated in this Agreement are:

Exhibit A – Legal Description Exhibit B – [\_\_\_\_] Exhibit C – [\_\_\_] Exhibit D – Schedule of Costs

16. <u>Indemnification.</u> KCDC and/or Owner shall indemnify and hold City and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable and actual architect and attorney fees (collectively referred to in this section as "<u>Claim</u>"), which may be imposed upon or incurred by or asserted against City or its respective officers, agents, and employees relating to the construction or design of the Project or otherwise arising out of KCDC's or Owner's actions or inactions. In the event an action or proceeding is brought against City or its respective officers, agents, and employees by reason of any such Claim, KCDC or Owner, upon written notice shall, at their own expense, resist or defend such action or proceeding. Notwithstanding the foregoing, KCDC and/or Owner shall have no obligation to indemnify, defend, or hold City and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of City or its respective officers, agents, or employees acting within their capacity as a City official or employee.

17. <u>Anti-Boycott Against Israel Certification</u>. The Parties hereby certify pursuant to, Idaho Code § 67-2346 that the Parties, their wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, are not currently engaged in, and will not for the duration of this Agreement, knowingly engage in, a boycott of goods or services from Israel or territories under its control.

18. <u>Antidiscrimination</u>. KCDC and Owner for themselves and their respective successors and assigns, agree that in the construction of the Project provided for in this Agreement, KCDC and Owner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, marital status, age, or physical disability.

[Signatures on following page.]

The Parties have signed this Agreement effective as of the Effective Date.

#### CITY:

CITY OF KETCHUM, IDAHO, an Idaho municipal corporation

By:

Neil Bradshaw Mayor

Attest:

Lisa Enourato Interim City Clerk The Parties have signed this Agreement effective as of the Effective Date.

#### KCDC:

KETCHUM COMMUNITY DEVELOPMENT CORPORATION, an Idaho nonprofit corporation

By:

Charles Friedman Executive Director The Parties have signed this Agreement effective as of the Effective Date.

#### **OWNER:**

4% BLUEBIRD HOUSING PARTNERS LLC, an Idaho limited liability company

- By: ID 4% Bluebird KCDC LLC, an Idaho limited liability company, its Managing Member
  - By: Ketchum Community Development Corporation, an Idaho nonprofit corporation, its Sole Member

By:

Charles Friedman President

- By: ID 4% Bluebird GMD LLC, an Idaho limited liability company, its Administrative Member
  - By: GMD Development LLC, a Washington limited liability company, its Sole Member

By:

Gregory M. Dunfield Manager

#### EXHIBIT A

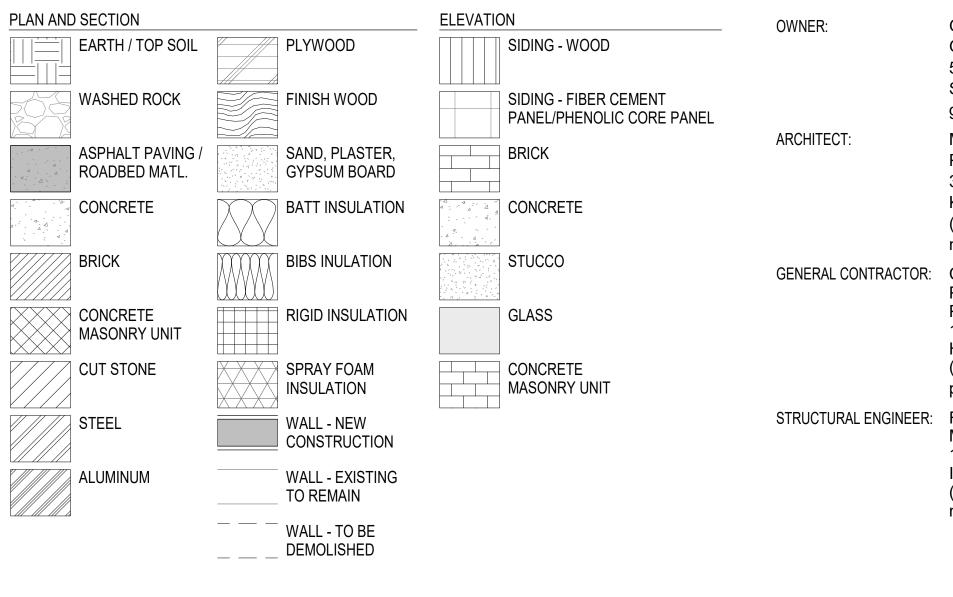
#### PROJECT SITE

480 N East Avenue (Ketchum Townsite: Block 45: Lot 3A) & Parking Lot at Southeast Corner of 5th Street & Alley (Ketchum Townsite: Block 45: W 75' Lots 7 & 8)

#### EXHIBIT B



## MATERIAL SYMBOLS



#### PROJECT TEAM

GMD Development Greg Dunfield 520 Pike Street, Suite 1010 Seattle, Washington 98101 greg@gmddevelopment.com Michael Doty Associates, Architects, PC PO Box 2792 371 Washington Avenue North Ketchum, Idaho 83340 (208) 726-4228 mike@mda-arc.com GENERAL CONTRACTOR: Conrad Brothers Construction Paul Conrad PO Box 3432 1320 Heroic Road Hailey, ID 83333 (208) 726-3830 paul@conradbrothersconstruction.com

STRUCTURAL ENGINEER: Frost Structural Engineering Markell Bateman 1020 Lincoln Road Idaho Falls, ID 83401 (208) 227-8404 x 201 markellb@froststructural.com CIVIL ENGINEER:

LANDSCAPE ARCHITECT: BYLA Landscape Architects Chase Gouley PO Box 594 323 North Lewis Street, Suite N Ketchum, Idaho 83340 (208) 726-5907 chase@byla.us Galena Engineering, Inc. Sean Flynn 317 North River Street Hailey, Idaho 83333 (208) 788-1705 sflynn@galena-engineering.com

## PROJECT DATA

LOT 3A, WEST 75 FEET OF I KETCHUM TOWNSITE, KETCHUM, IDAHO	_OT 1
CC-1 COMMUNITY CORE, R	etai
1ST/GROUND FLOOR: 2ND, 3RD & 4TH FLOOR:	TY TY
RESIDENTIAL GROUP R-2 BUSINESS GROUP B STORAGE GROUP S-2 ASSEMBLY GROUP A-3	
GROUND FLOOR BLDG A: GROUND FLOOR BLDG B: 2ND FLOOR BLDG A: 2ND FLOOR BLDG B: 3RD FLOOR BLDG A: 3RD FLOOR BLDG B: 4TH FLOOR BLDG A: 4TH FLOOR BLDG B: TOTAL:	
NFPA 13 THROUGHOUT	
	KETCHUM TOWNSITE, KETCHUM, IDAHO CC-1 COMMUNITY CORE, RI 1ST/GROUND FLOOR: 2ND, 3RD & 4TH FLOOR: RESIDENTIAL GROUP R-2 BUSINESS GROUP B STORAGE GROUP S-2 ASSEMBLY GROUP A-3 GROUND FLOOR BLDG A: 3RD FLOOR BLDG A: 2ND FLOOR BLDG A: 3RD FLOOR BLDG A: 3RD FLOOR BLDG A: 4TH FLOOR BLDG A: 4TH FLOOR BLDG A: 4TH FLOOR BLDG B: TOTAL:

SITE AREA: LOT 3A: CODES:

JURISDICTIONS:

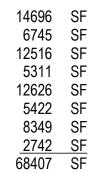
CITY OF KETCHUM PLANNING & ZONING CITY OF KETCHUM BUILDING DEPARTMENT CITY OF KETCHUM FIRE DEPARTMENT

#### INDEX OF DRAWINGS

G0.00	PROJECT COVER
G1.00	VICINITY MAP
G2.00	VICINITY PHOTOS
G2.01	VICINITY PHOTOS
C0.00	CIVIL COVER
C0.01	CONTEXTUAL HEIGHTS EXHIBIT
C0.02	CONTEXTUAL HEIGHTS EXHIBIT - BLOCK 45
C0.03	SITE SURVEY
C0.20	DETAILS
C0.30	DETAILS
C1.00	PROPOSED GRADING, DRAINAGE, & UTILITIES PLA
L1.0	STREETSCAPE OVERVIEW
L2.0	SECOND FLOOR
L3.0	FOURTH FLOOR PATIO OVERVIEW
L3.0 L4.0	STANDARD SPECIFICATIONS
A1.00	PROPOSED ARCHITECTURAL SITE PLAN
A1.00 A1.01	PROPOSED ARCHITECTURAL SITE PLAN PROPOSED ARCHITECTURAL SITE PLAN - GROUND
A1.01 A1.02	PROPOSED ARCHITECTORAL SITE FLAN - GROUND PROPOSED SECOND FLOOR PLAN
-	
A1.03	PROPOSED THIRD FLOOR PLAN
A1.04	PROPOSED FOURTH FLOOR PLAN
A1.05	PROPOSED ROOF PLAN
A2.01	PROPOSED BUILDING ELEVATIONS - WEST & NOR
A2.02	PROPOSED BUILDING ELEVATIONS - EAST & SOUT
A2.03	PROPOSED BUILDING ELEVATIONS - ALLEY
A2.04	BUILDING HEIGHTS
A3.01	PROPOSED BUILDING SECTION
A6.00	FLOOR AREA + FLOOR AREA RATIO
A6.01	PROPOSED MASTER SIGNAGE PLAN
A6.02	FOURTH FLOOR SETBACK
A6.03	RIGHT OF WAY ENCROACHMENT + CONDITIONAL L
A6.04	RIGHT OF WAY ENCROACHMENT + CONDITIONAL L
A6.05	FRESH AIR (AC PORT) VENT PLAN
A6.12	PROPOSED SECOND FLOOR PLAN
A6.13	PROPOSED THIRD FLOOR PLAN
A6.14	PROPOSED FOURTH FLOOR PLAN
A9.00	PROPOSED EXTERIOR FINISHES
A9.01	PROPOSED SW CORNER VIEW
A9.02	PROPOSED EAST AVENUE FACADE
A9.03	PROPOSED NW CORNER VIEW
A9.04	PROPOSED FIFTH STREET FACADE
A9.05	PROPOSED NE CORNER VIEW
A9.06	PROPOSED SE CORNER VIEW
E0.00	LEGENDS, KEYS, NOTES
E1.00	PROPOSED ELECTRICAL SITE PLAN
E1.01	PROPOSED ELECTRICAL SITE PHOTOMETRIC PLAN
E1.04	PROPOSED 4TH FLOOR EXTERIOR LIGHTING PLAN
E2.00	PROPOSED SITE LIGHTING FIXTURE SCHEDULE + S
K1.00	PROPOSED CONSTRUCTION MANAGEMENT PLAN
K1.01	PROPOSED CONSTRUCTION MANAGEMENT PLAN

DT 7& LOT 8, BLOCK 45,

TAIL TYPE I-A TYPE V-B



16814 SF (.39 ACRE) WEST 75' OF LOTS 7 & 8: 8258 SF (.19 ACRE)

2018 INTERNATIONAL BUILDING CODE (2018 IBC) AS ADOPTED BY CITY OF KETCHUM BUILDING DEPT.



KETCHUM, ID 83340

TILITIES PLAN

AN - GROUND LEVEL

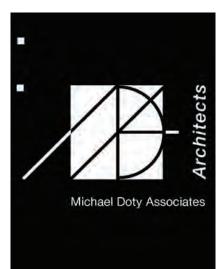
VEST & NORTH AST & SOUTH LLEY

NDITIONAL USE PLAN NDITIONAL USE ELEVATIONS

METRIC PLAN HTING PLAN CHEDULE + SPEC SHEETS MENT PLAN



G0.00





COMMUNITY CORE SUBDISTRICT 1 - RETAIL CORE

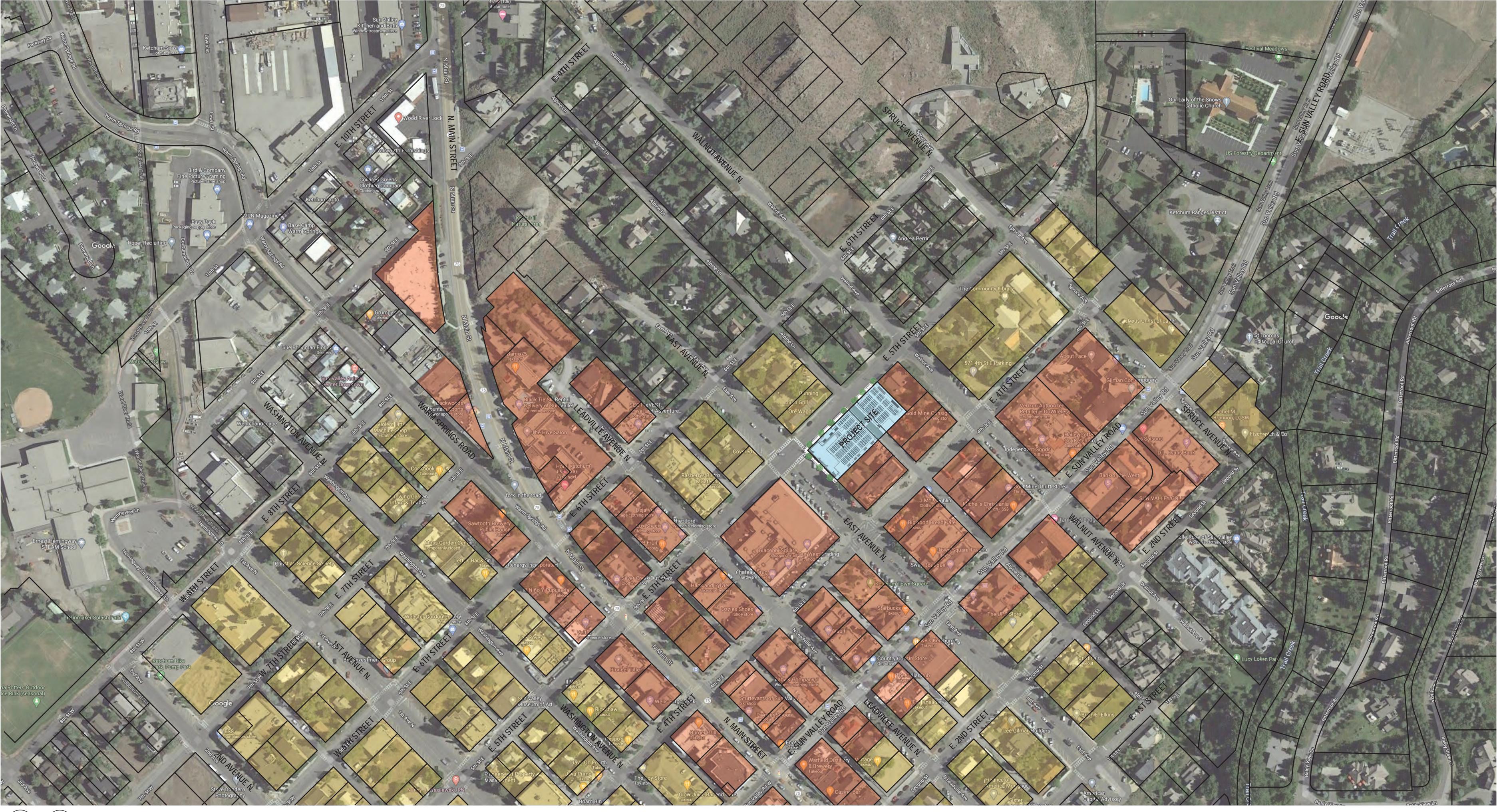


PROJECT SITE

### VICINITY MAP



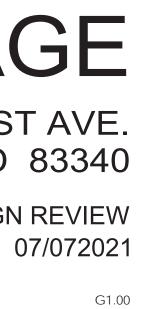


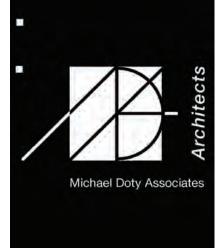


SCALE: 1" = 100'-0"



PRE-APPLICATION DESIGN REVIEW







NW CORNER, EAST AVE. & FIFTH ST.



SW CORNER, EAST AVE. & 4TH ST.

VICINITY PHOTOS



NE CORNER, FIFTH ST.



SE VIEW, 4TH ST. & ALLEY



G2.00



VIEW LOOKING WEST FROM ALLEY ALONG PROPERTY LINE

#### VICINITY PHOTOS



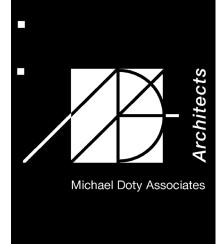
VIEW LOOKING SOUTHEAST ALONG PROPERTY LINE

# BLUEBIRD VILLAGE

480 N. EAST AVE. KETCHUM, ID 83340



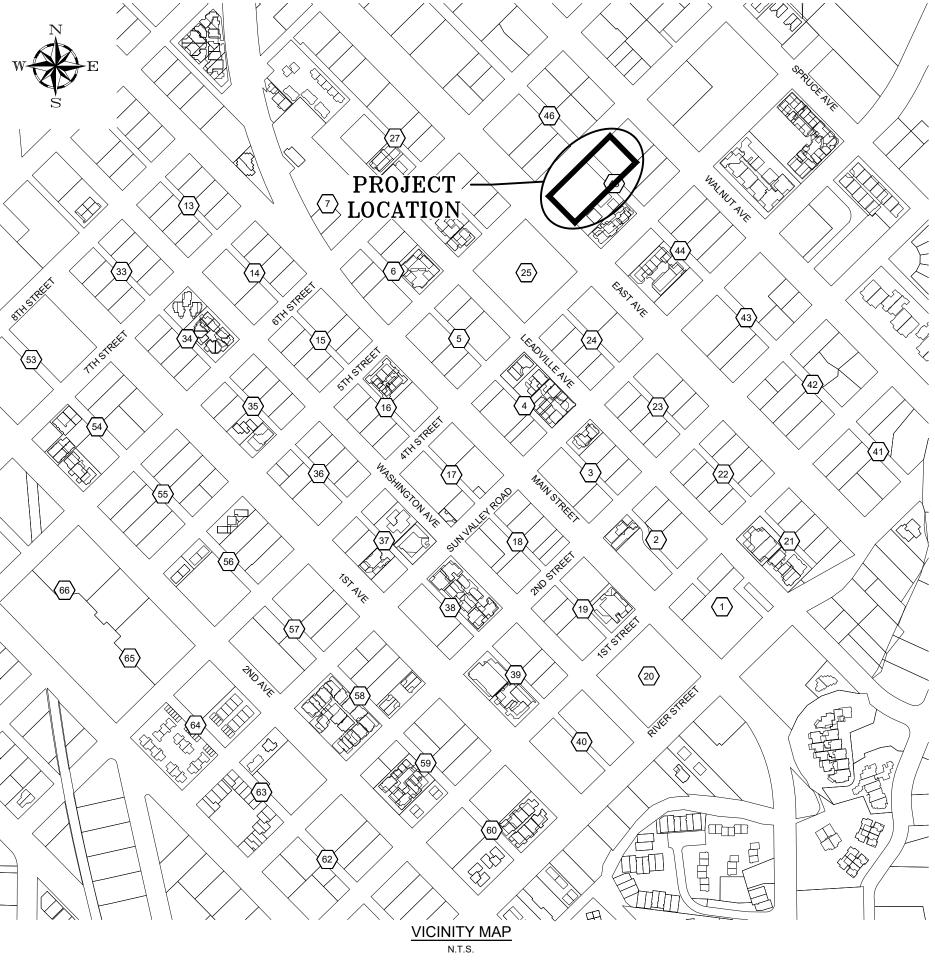




# BLUEBIRD VILLAGE CITY OF KETCHUM, BLAINE COUNTY, IDAHO AUGUST 2021

#### CONSTRUCTION NOTES

- 1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPWC AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- 2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- 3. CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- 4. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- 5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE)
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201
- 7. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
- PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
- IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- 8. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- 9. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- 10. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
- 11. ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- 12. TRAFFIC CONTROL SHALL BE PER THE TRAFFIC CONTROL PLAN. CONTRACTOR WILL NEED TO MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES. UNLESS OTHERWISE COORDINATE WITH THE PROPERTY OWNER THROUGH THE CITY ENGINEER.
- 13. ALL CONCRETE WORK SHALL CONFORM TO ISPWC SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPWC SECTION 703, TABLE 1. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.
- 14. ALL TRENCHING SHALL CONFORM TO ISPWC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- 15.PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- 16. CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- 17. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- 18. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSI/NSF STD. 61 COMPLIANT.
- 19. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAT 0.25%.
- 20. THE CONTRACTOR SHALL USE ANSI/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
- 21. EXISTING CONDITIONS AND BOUNDARY INFORMATION SHOWN HEREON ARE PER A SURVEY CONDUCTED BY GALENA ENGINEERING. TOPOGRAPHIC INFORMATION IS AS IT EXISTED ON THE DATE THE FIELD SURVEY WAS PERFORMED (05/22/19).



SHE **CO.**1 C0.2 C0.3 C1.0

#### LEGEND

EXISTING ITEMS	
	Property Line
	Adjoiner's Lot Line
	Centerline
	Idaho Power Easement
0	FD5/8 = Found 5/8" Rebar
0	FD1/2 = Found 1/2" Rebar
$\triangle$	CNTRL = Survey Control
	SET5/8 = Set 5/8" Rebar
	SET MAG = Set Mag Nail
	5' Contour Interval
	1' Contour Interval
	Curb & Gutter
——————————————————————————————————————	FNC = Fence Line
	Building
eoa	Asphalt
0	Boll = Bollard
$\overline{\mathbf{O}}$	SGN = Sign
G	GM = Gas Main
TV	TVB = Cable TV Buried
$\overline{\mathbb{N}}$	TVBOX = Cable TV Riser
T	PHB = Buried Telephone L
PH	PHBOX = Telephone Riser
(SYR)	SYR MH = Syringa Manhol

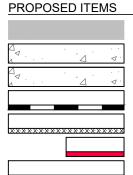
 TVB = Cable TV Buried
TVBOX = Cable TV Riser
 PHB = Buried Telephone Line
PHBOX = Telephone Riser
SYR MH = Syringa Manhole

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PB
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SS
(S)
RD
SD
D
——KCW——8" ——
——KSW——10"——
——KSW——4"——
WS
OM
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PB = Buried Power Line
Overhead Power Line
Light
PBOX = Power Box
PP = Power Pole
EVAULT = Power Vault
OUT = Power Outlet
Sewer Main
SS = Sewer Service
SMH = Sewer Manhole
Roof Drain
Storm Drain
DWELL = Dry Well

Ketchum City Line (8") Ketchum Spring Line (10") Ketchum Spring Line (4") WS = Water Service WMTR = Water Meter FH = Fire Hydrant WV = Water Valve

AP = Angle Point BEG = Beginning CC = Curb Cut CL = Centerline COR = Corner EOA = Edge of Asphalt EOC = Edge of Concrete EOP = Edge of Pavers FFE = Finished Floor @ Entry GFF = Garage Finished Floor IC = Illegible Cap LIP = Lip of Gutter NC = No Cap NG = Natural Ground PC = Point of Curvature PT = Point of Tangent TA = Top of Asphalt TBC = Top Back of Curb TP = Top of Pavers





\_\_\_\_\_ 1' Contour Interval

#### NEW ASPHALT CONCRETE SIDEWALK CONCRETE SIDEWALK CONCRETE 6" VERTICAL CURB TYPE II CONCRETE ROLLED CURB CURB TRANSITION ZERO REVEAL CURB & GUTTER

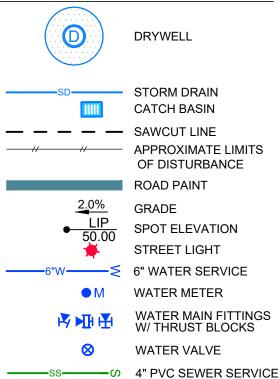
ADA ACCESS TRUNCATED SIGN

FIRE HYDRANT WATER VALVE 5' CONTOUR INTERVAL PAVERS

#### SHEET INDEX

<u>EET#</u>	
1	
2	
-	

DESCRIPTION COVER SHEET DETAIL SHEET DETAIL SHEET GRADING, DRAINAGE, AND UTILITY PLAN



DRYWELL

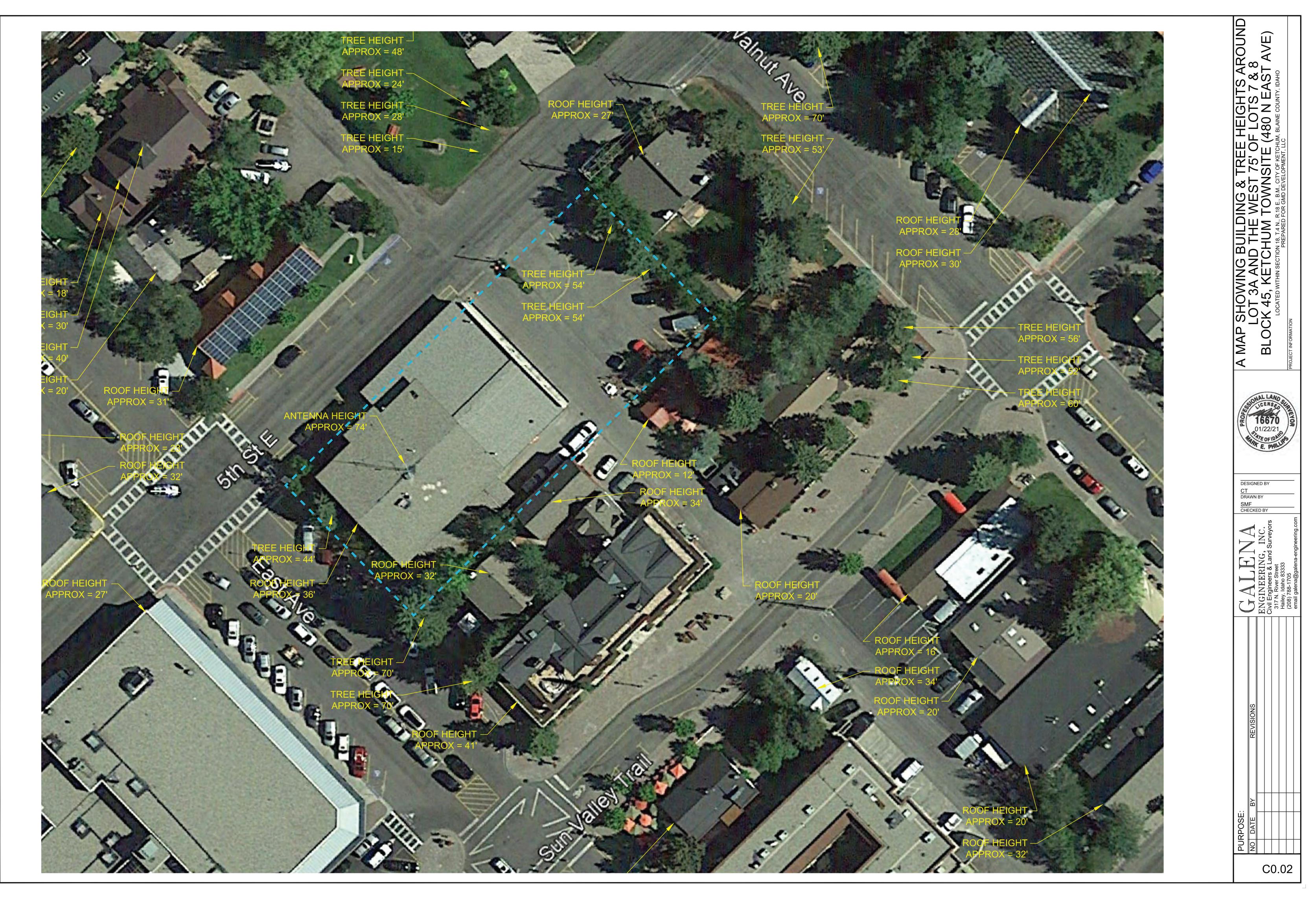
STORM DRAIN CATCH BASIN APPROXIMATE LIMITS OF DISTURBANCE ROAD PAINT

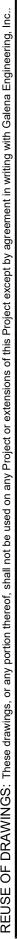
SPOT ELEVATION STREET LIGHT \_\_\_\_6"W\_\_\_\_\_≤ 6" WATER SERVICE WATER METER WATER MAIN FITTINGS W/ THRUST BLOCKS WATER VALVE

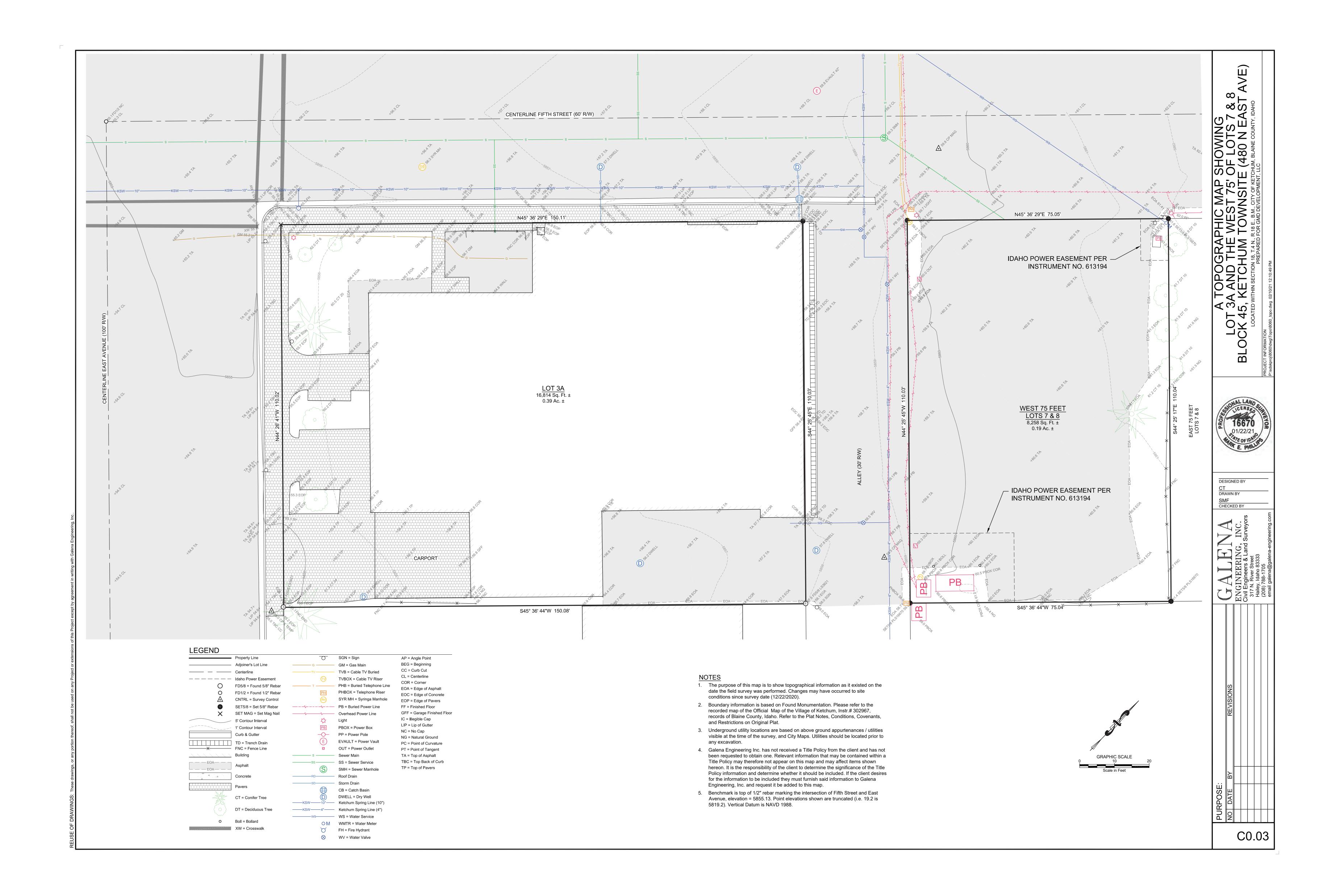
COVER AND DETAIL SHEET	BLUEBIRD VILLAGE			I OCATED WITHIN SECTION 18 T 4 N R 18 F B M CITY OF KETCHIIM BI AINE COUNTY IDAHO	PREPARED FOR GMD DEVELOPMENT, LLC	PROJECT INFORMATION	P:\sdskproj\8060\dwg\Construction\8060 EngBase 2021-06-22.dwg 06/29/21 7:19:47 AM
Wed Ch	REGISTERED THE REGISTERED THE HOUSE IN A CONTRACTOR A CON						
CT DR/	BIGNI AWN IF ECKE	BY					-
			Civil Engineers & Land Surveyors	317 N. River Street	Hailey, Idaho 83333	(208) 788-1705	email galena@galena-engineering.com
INTERNAL REVIEW	REVISIONS						
PURPOSE: ISSUE FOR INTERNAL REVIEW	NO DATE BY						
	(	2	0	_			1

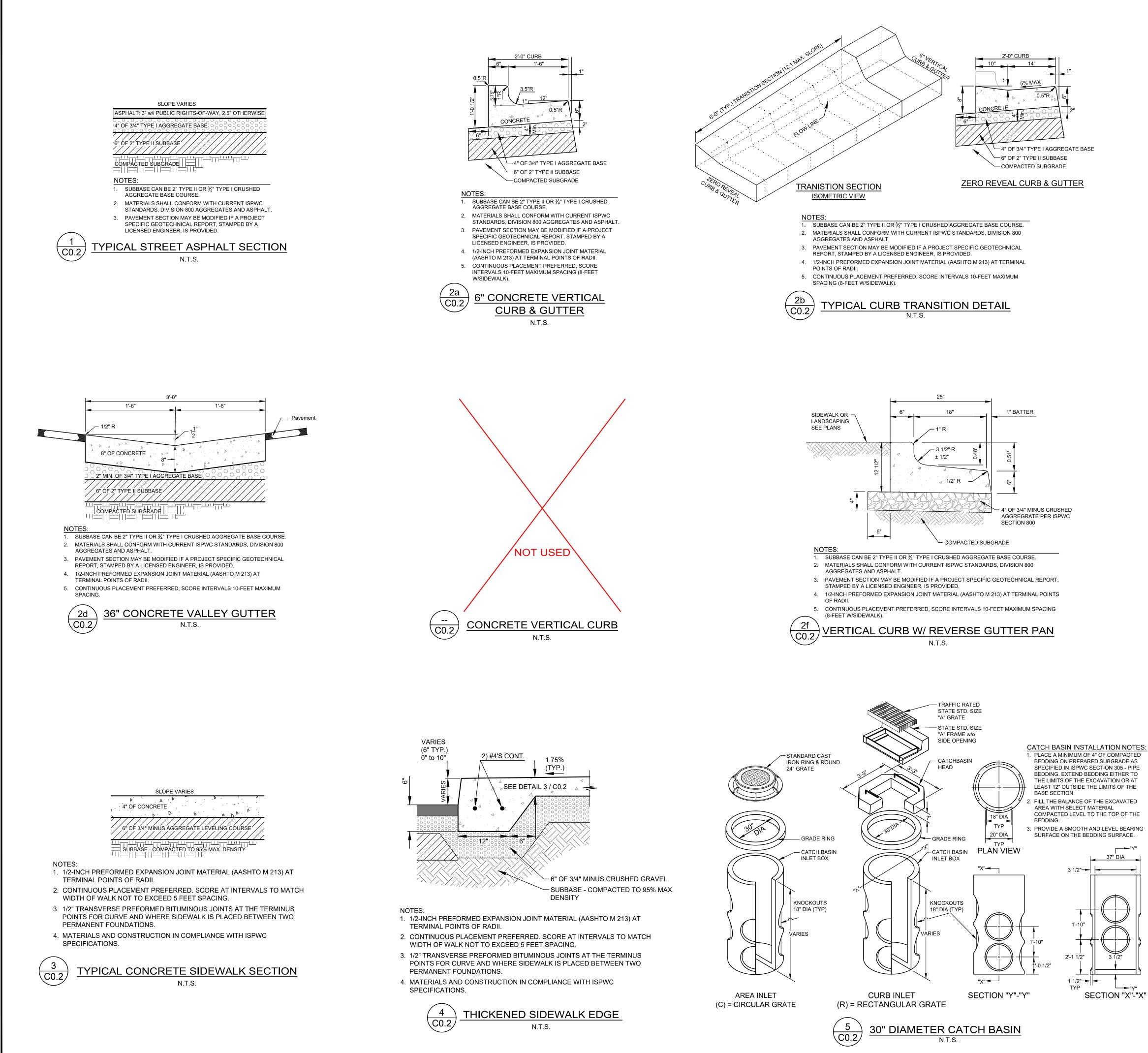


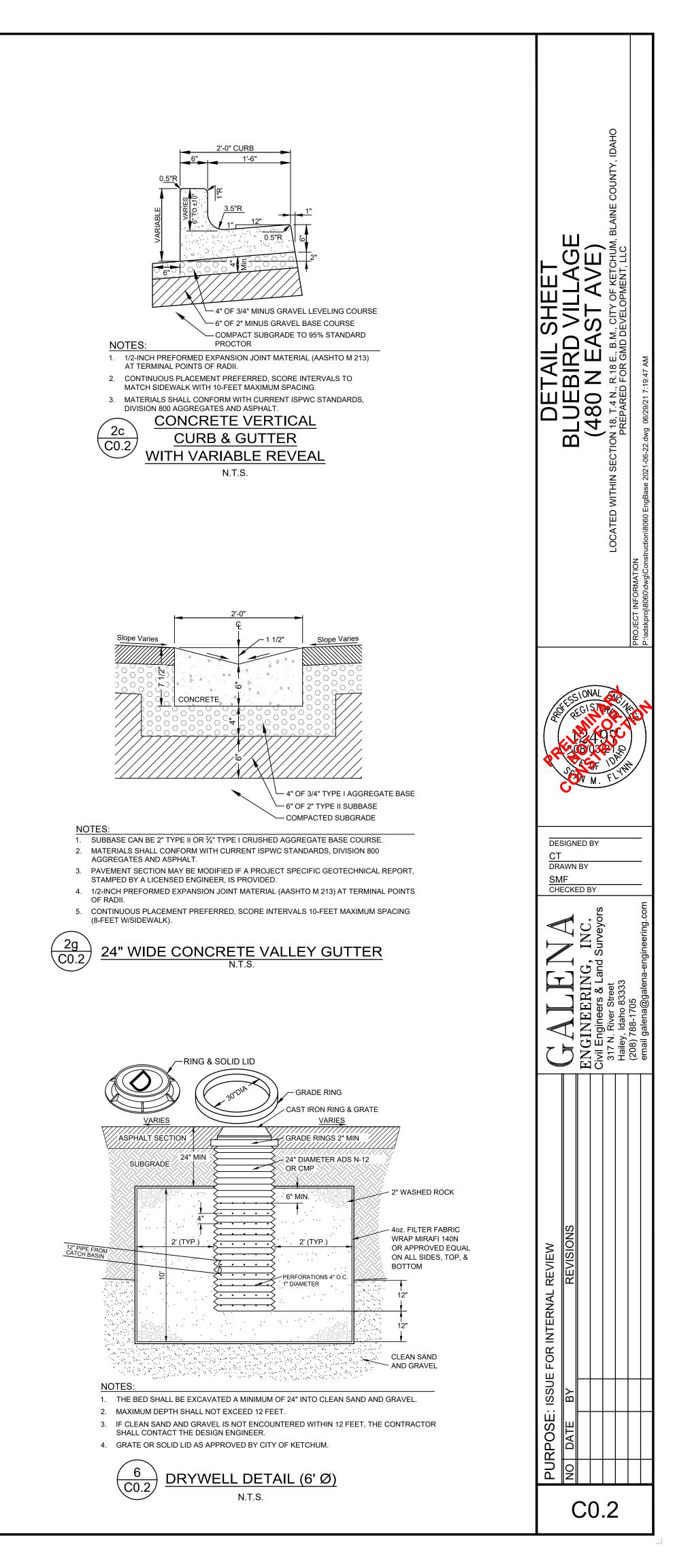


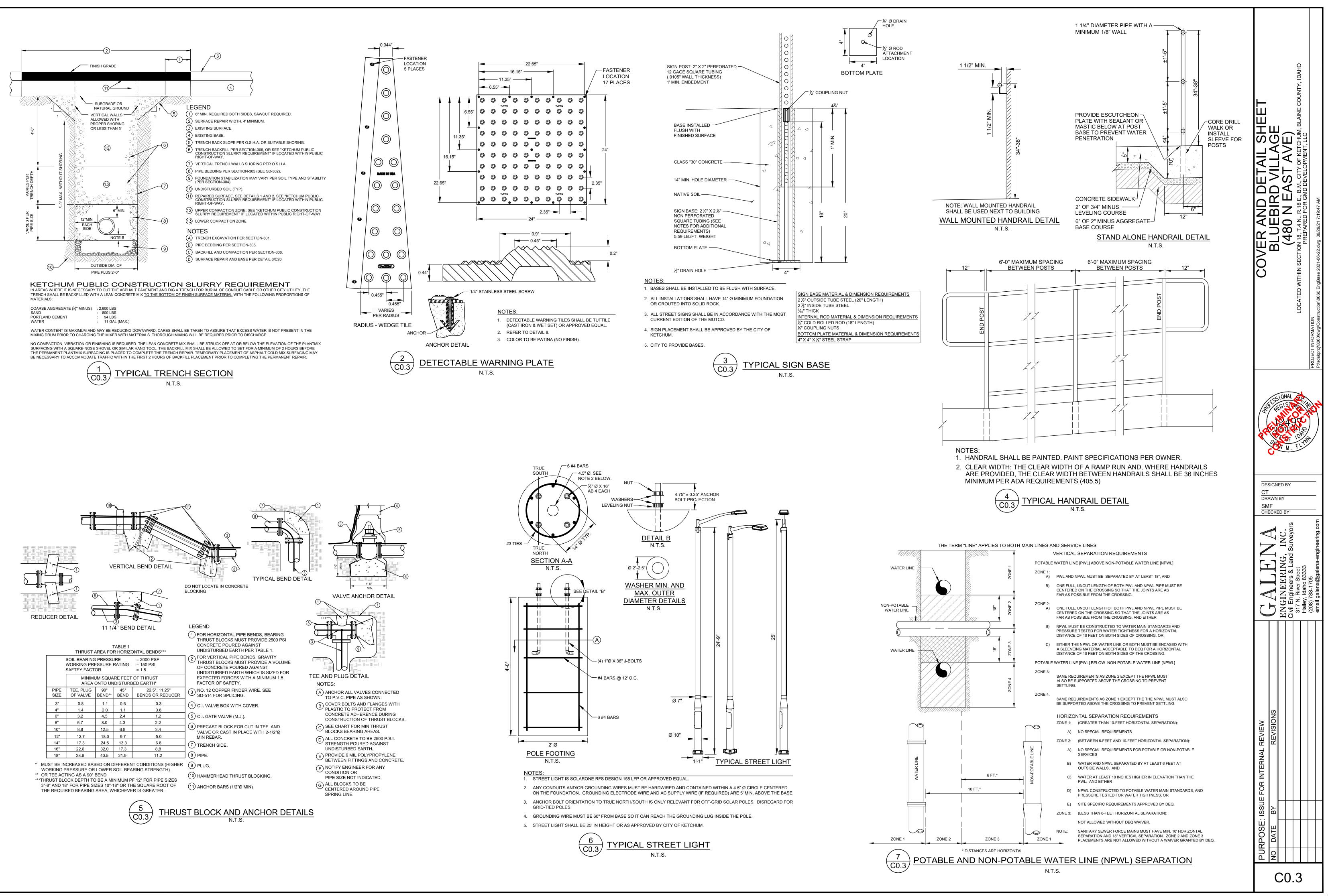


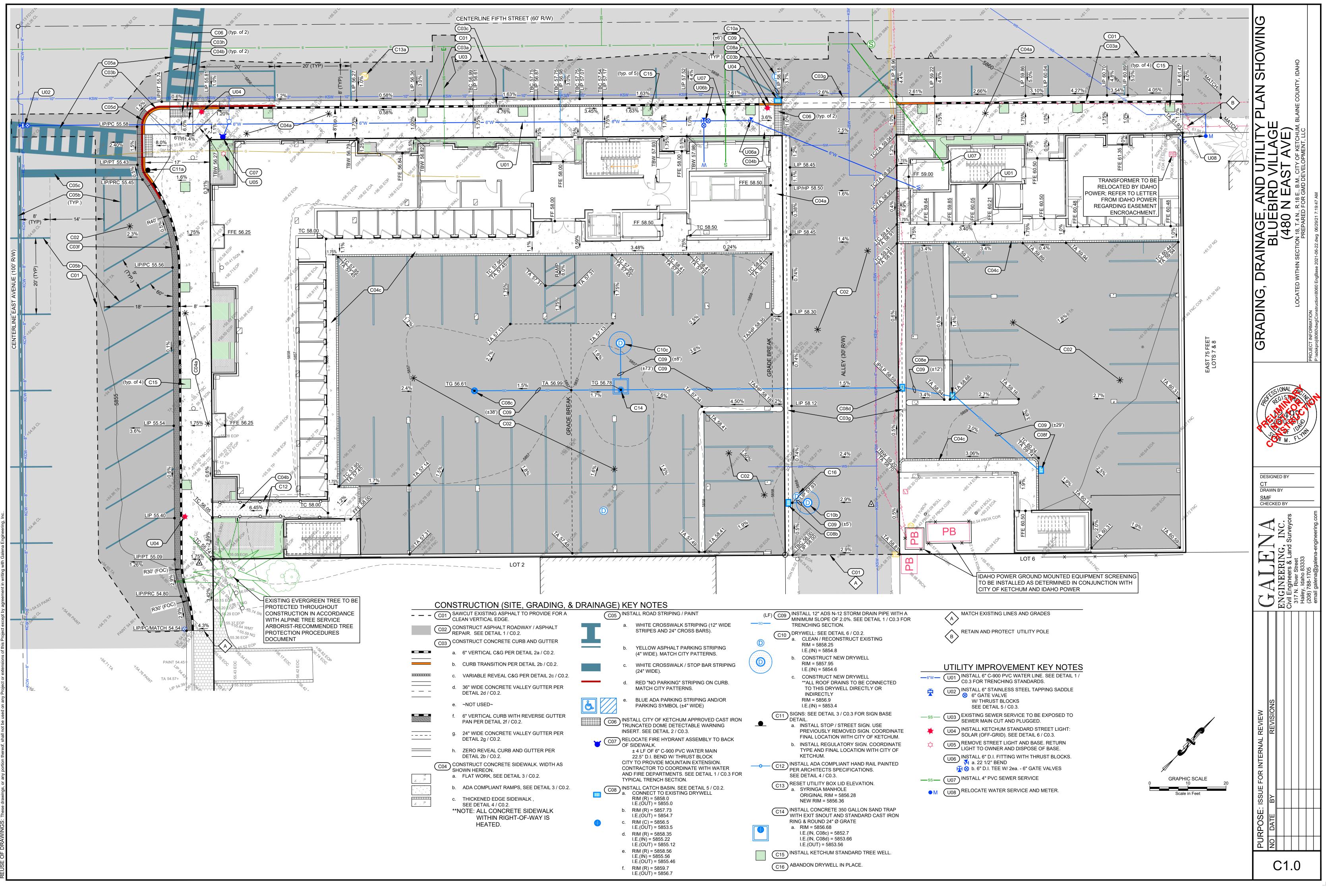


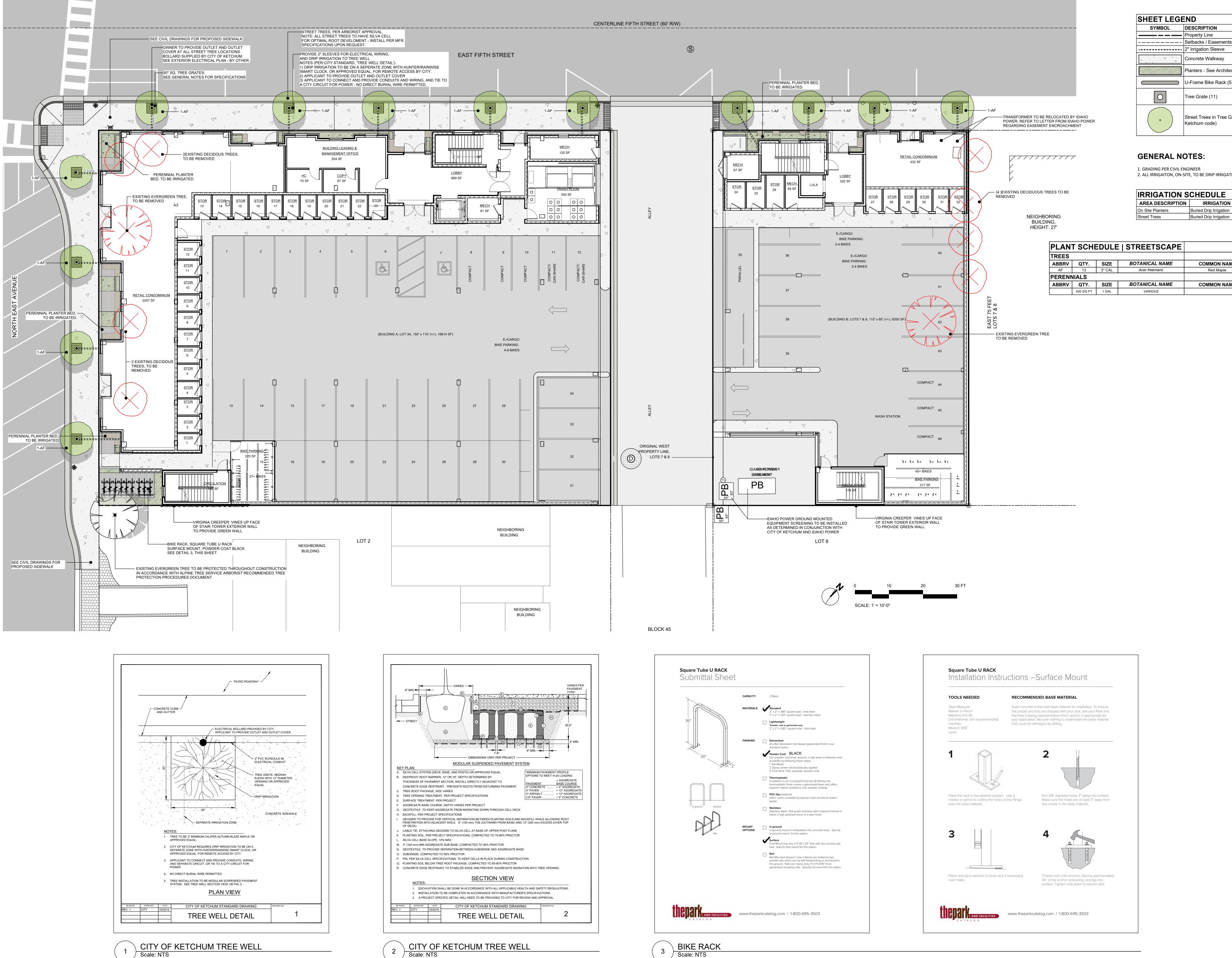












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Grate (per Cit	y of
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	-

ME	SPACING
	PER PLAN
ME	SPACING
	18" O.C.









TO BE IRRIGATED



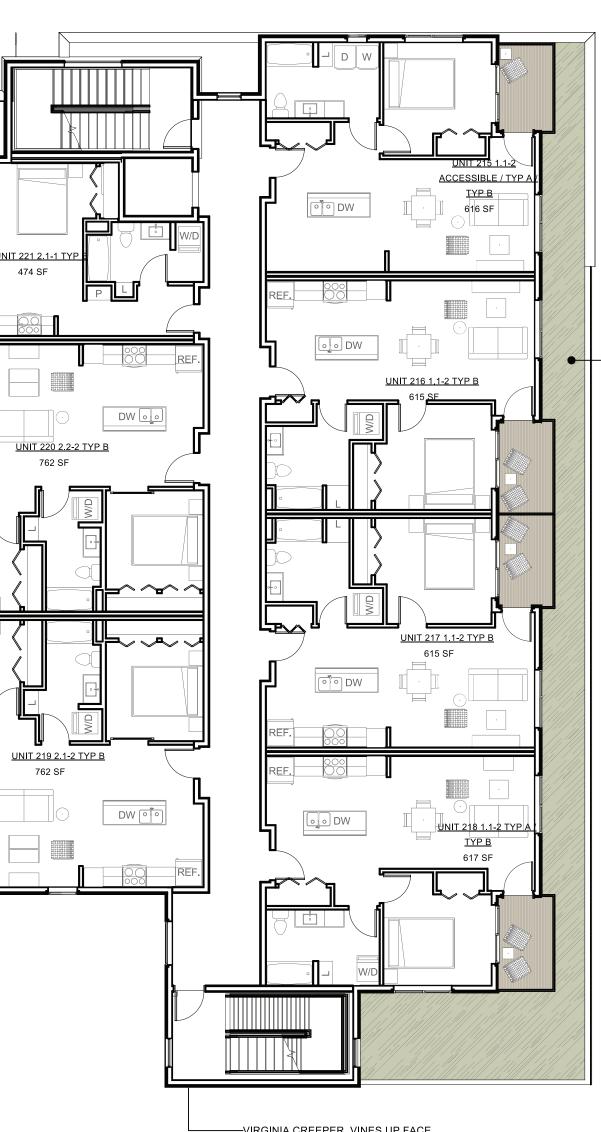
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#### SYMBOL DESCRIPTION Property Line ----- |Setbacks / Easements

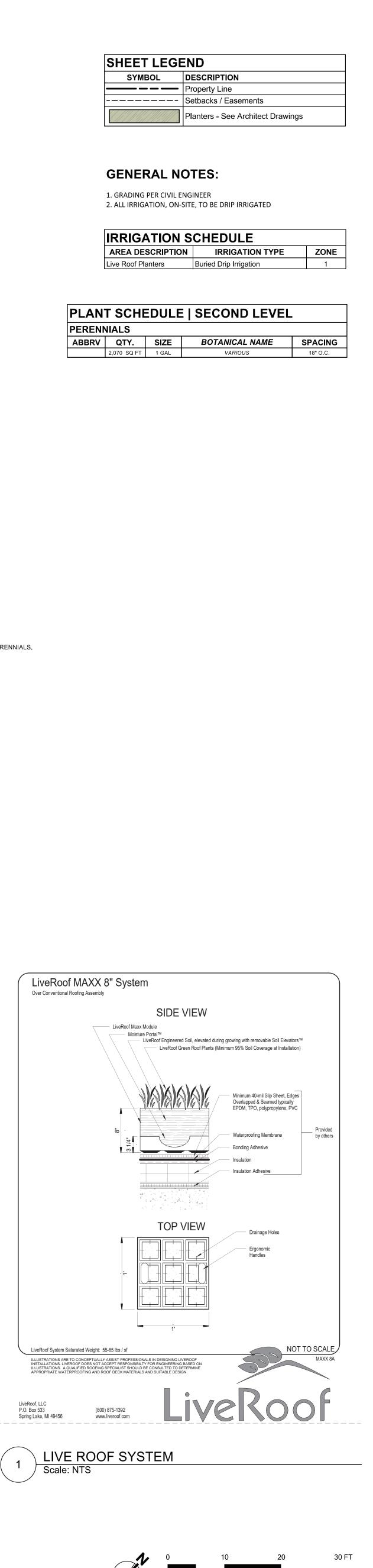
<b>IRRIGATION S</b>	CHEDULE
AREA DESCRIPTION	IRRIGATION TYPE
Live Roof Planters	Buried Drip Irrigation

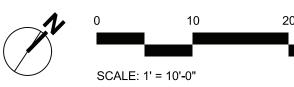
PLAN	T SCHE	EDULE	E   SECOND LE\	/E
PEREN	NIALS			



VIRGINIA CREEPER VINES UP FACE OF STAIR TOWER EXTERIOR WALL TO PROVIDE GREEN WALL

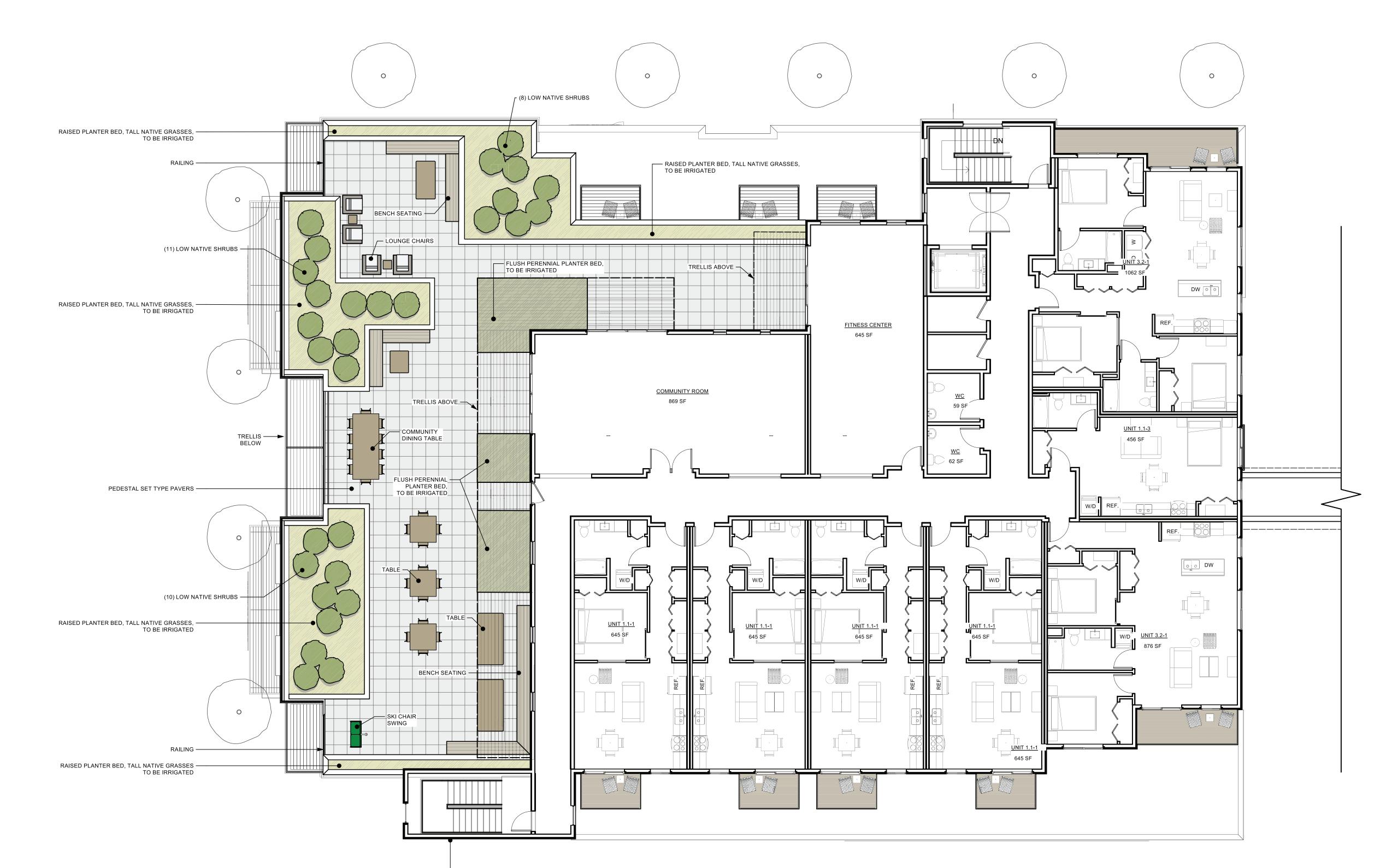
------ LIVE ROOF WITH PERENNIALS, TO BE IRRIGATED









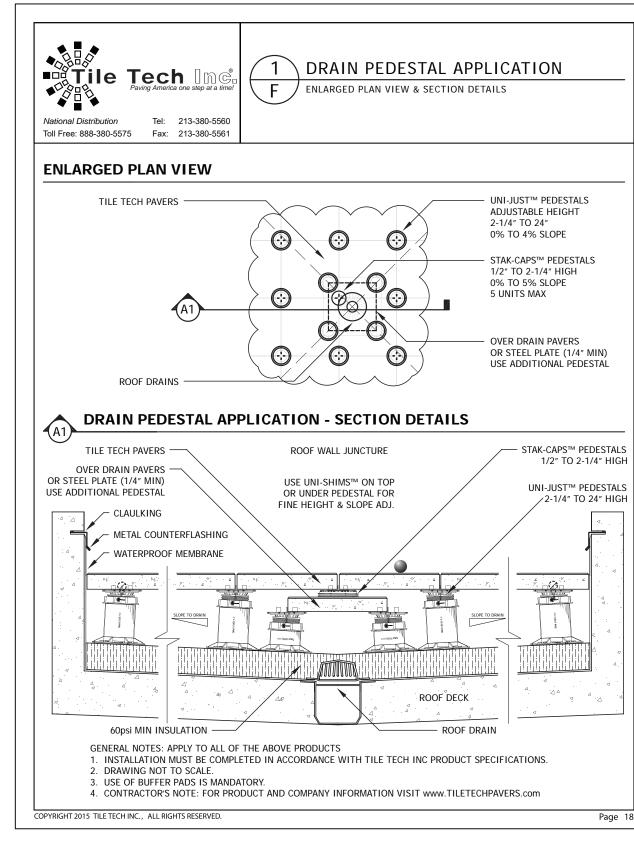


# SHEET LEGEND SYMBOL DESCRIPTION Property Line Property Line Setbacks / Easements Pedestal Pavers Pedestal Pavers Planters - See Architect Drawings O Landscape - Tree

#### **GENERAL NOTES:**

1. GRADING PER CIVIL ENGINEER 2. ALL IRRIGATION, ON-SITE, TO BE DRIP IRRIGATED

<b>IRRIGATION S</b>	CHEDULE	
AREA DESCRIPTION	IRRIGATION TYPE	ZONE
Raised Planters	Buried Drip Irrigation	1



1 TILE TECH - DRAIN PEDESTAL APPLICATION Scale: NTS

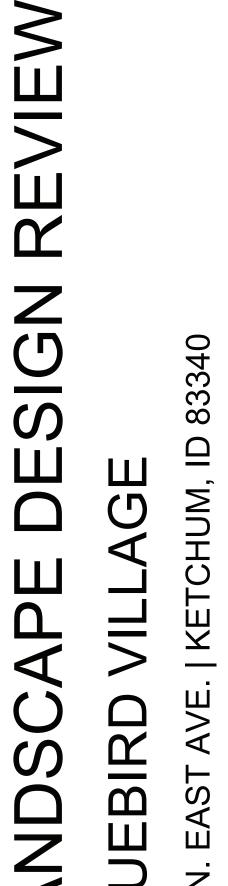






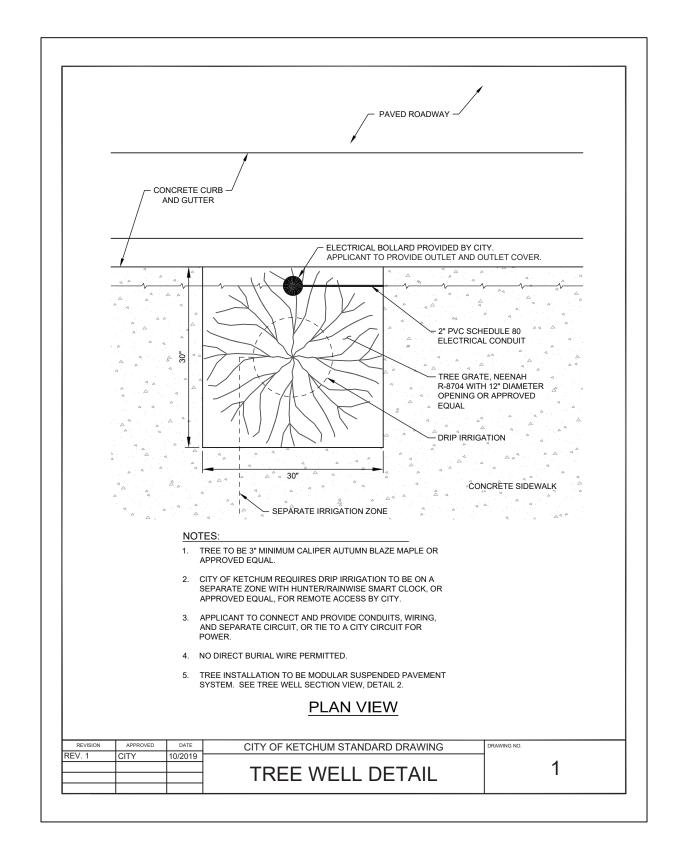
SHEET NO.

L3.0









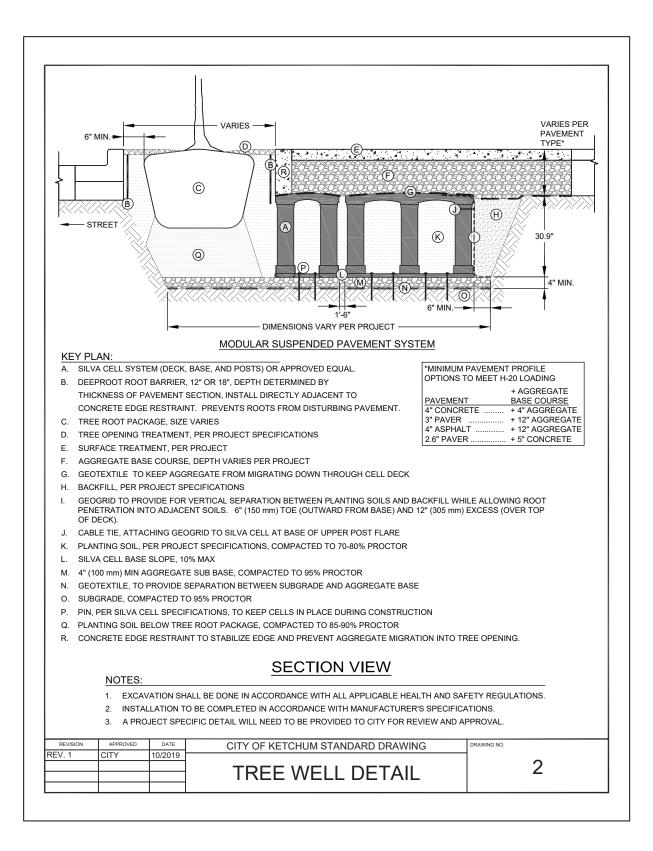








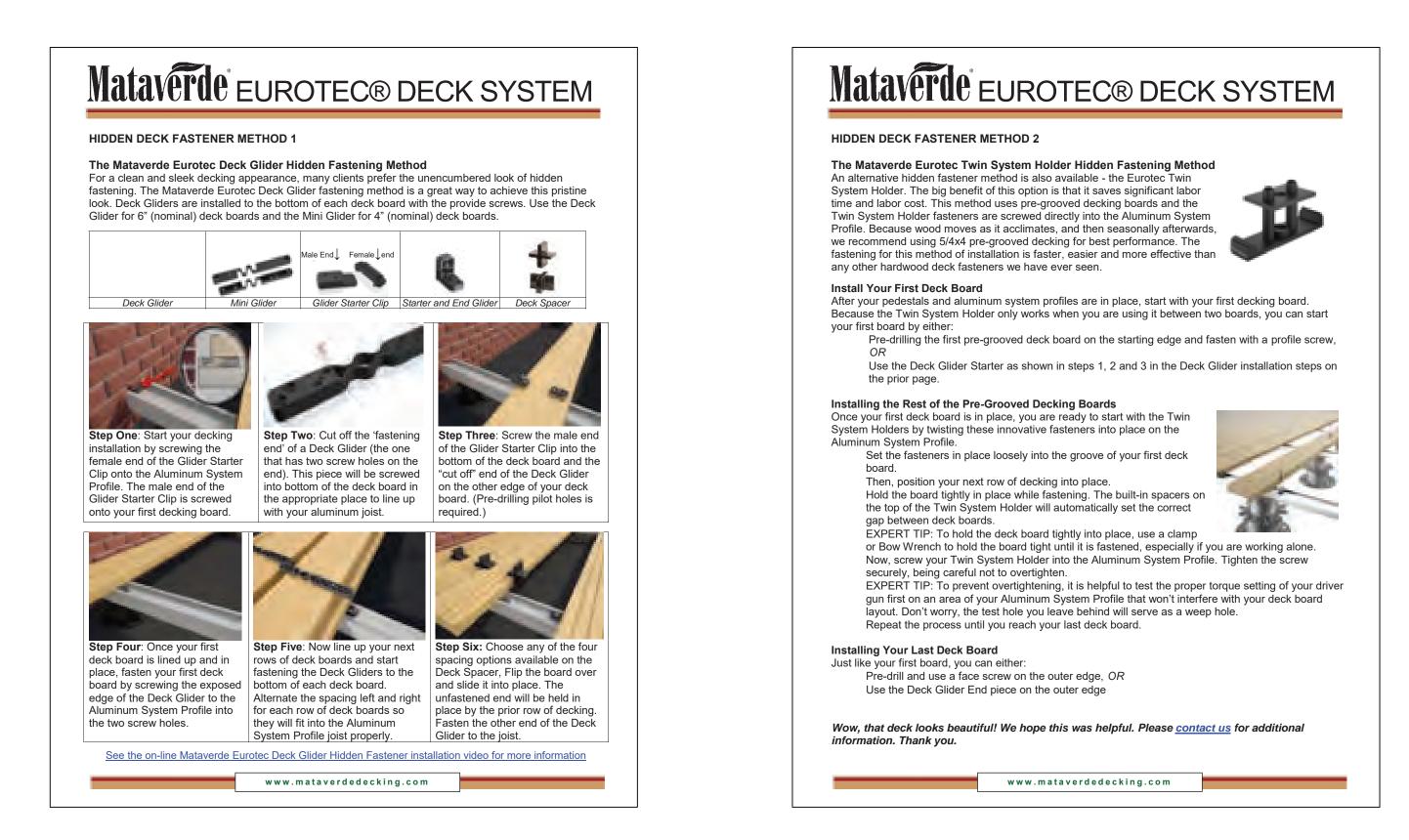
MATAVERDE EUROTEC DECK SYSTEM Scale: NTS

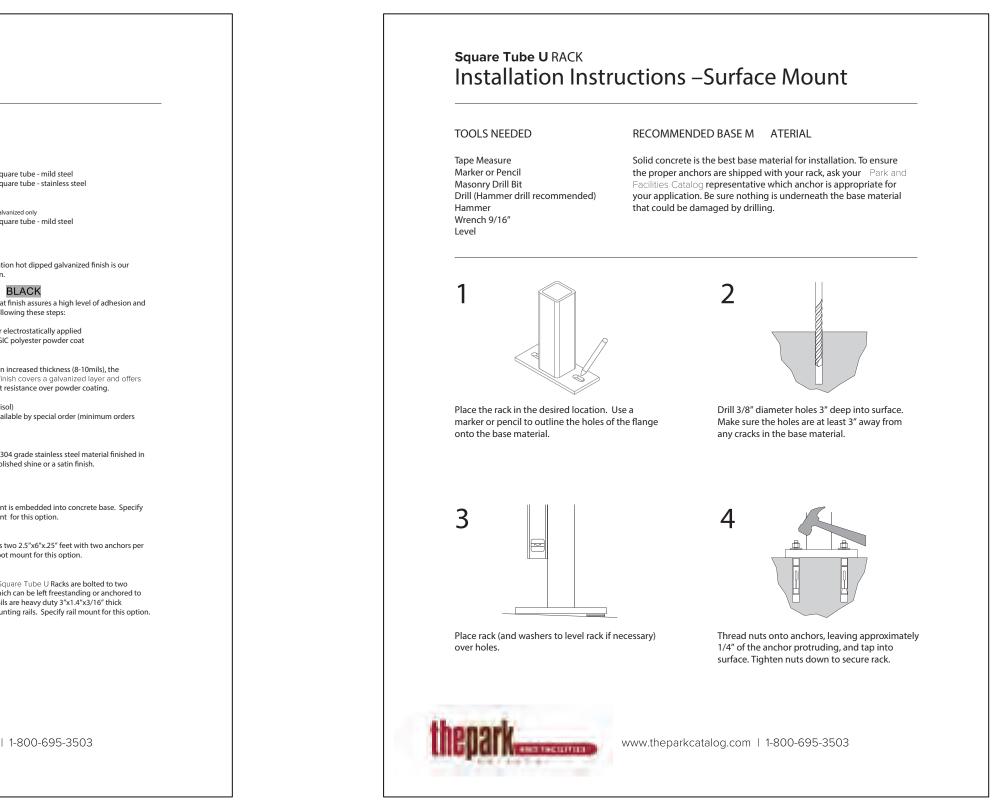




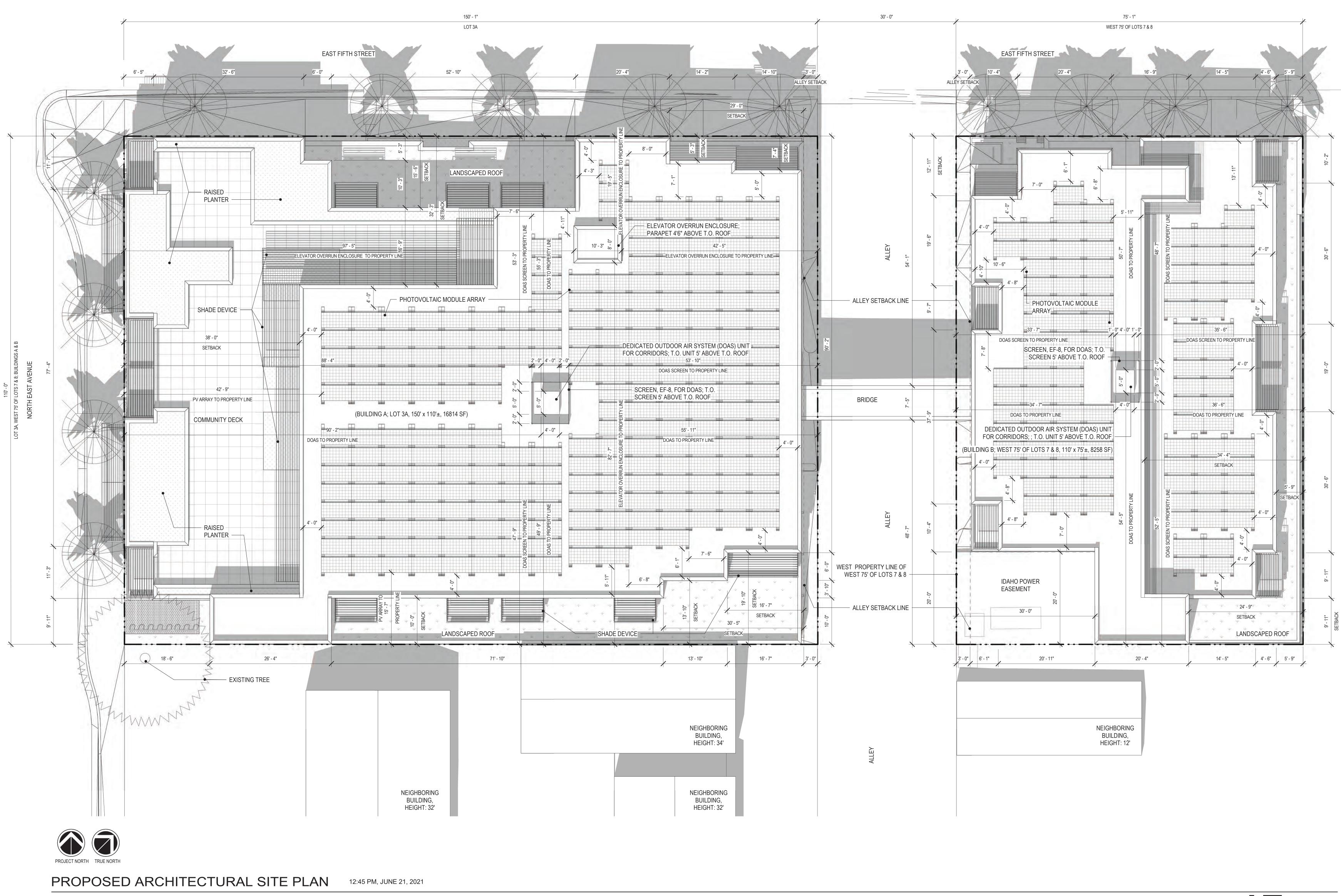
Inctalling	Veux Deek Beerde
After you ha framework fo boards. The	<b>Your Deck Boards</b> we set up the Eurotec deck framework properly, double-check all fastening and check your or levelness and squareness one more time. You are now ready to install your decking two options for installing the Mataverde Eurotec Deck System are the Profile Screw for ning or the Deck Glider for hidden fastening.
Because of t a joist is the	<b>c Profile Screw Fastening Method</b> he strength of the holding power of the fastener, perpendicularly screwing a deck board into strongest of all decking fastening methods. Additionally, face screwing provides extra rally and increase the overall strength of the entire structure measurably.
steel screw o environment Garapa or F used to attac	Profile Screw is made of stainless steel for longer life span and durability. Two stainless options are available; #304 for use with all types of decking and #316 for marine s. When using Mataverde Premium Hardwood Decking species such as Ipe, Cumaru, SC Machiche, the deck boards must be pre-drilled. Then the Eurotec Profile Screw can be ch the deck boards to the framing. The drill point allows for direct penetration into the system profile joists for exceptionally strong fastening power.
There are tw	o widely used 'tried and true' methods of face screwing hardwood decking to the framework
This I	on 1: Standard pre-drilling (for visible flush mounted or slightly recessed screw heads). method is faster to install than the following option and is often used on high traffic or public s, walkways and boardwalks.
screw	on 2: Pre-drilling the deck boards with a countersink drill bit and then plugging the / heads (for non-visible screw heads). This method, although time consuming, is often the
prefe	rred fastening method for artisans and master craftsmen.
prefe	
prefe	rred fastening method for artisans and master craftsmen.
prefe	Flush mounted face screws
prefe	Flush mounted face screws

	CAPACITY	2 Bikes
36"	MATERIALS	Standard 2" x 2" x .188" squi 2" x 2" x .120" squi Lightweight "Powder coat or galva 2" x 2" x .083" squi
	FINISHES	Galvanized An after fabricatio standard option.
30"		Powder Coat Our powder coat f durability by follor 1. Sandblast 2. Epoxy primer el 3. Final thick TGIC
		Thermoplastic In addition to an in thermoplastic finis superior impact re
		PVC Dip (plastiso Other colors availa apply)
In-ground Surface		Stainless Stainless Steel: 304 either a high polis
Rail	MOUNT OPTIONS	In-ground In ground mount in ground mount Surface
		<ul> <li>Foot Mount has tv foot. Specify foot</li> <li>Rail</li> <li>Rail Mounted Squ parallel rails which the ground. Rails galvanized mount</li> </ul>
thepark	www.thepa	arkcatalog.com









SITE DIMENSIONS & AREAS 110' x 150' ± = 16814 SF LOT 3A:

LOTS 7 & 8: 110' x 75' ± = 8258 SF TOTAL: 25072 SF

**USE & OCCUPANCY CLASSIFICATION** 

**RESIDENTIAL GROUP R-2** 

BUSINESS GROUP B

STORAGE GROUP S-2

ASSEMBLY GROUP A-3

SNOW STORAGE CALCULATION

NO VIABLE ON-SITE SNOW STORAGE AREAS. SNOW MANAGEMENT TO BE ACCOMPLISHED BY SNOWMELT AND HAULING OFF-SITE.

<u>ZONING</u> ZONING: CC-1 COMMUNITY CORE, RETAIL CONSTRUCTION TYPE

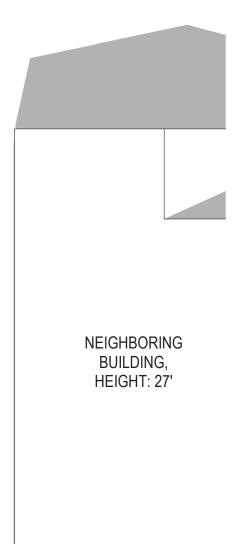
CONSTRUCTION TYPE: 1ST/GROUND FLOOR: TYPE I-A 2ND, 3RD, & 4TH FLOOR: TYPE V-B **BUILDING AREA** 

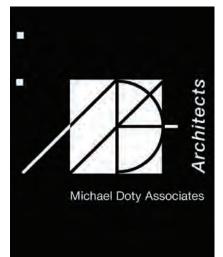
BUILDING AREA (GROSS): 60038 SF

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

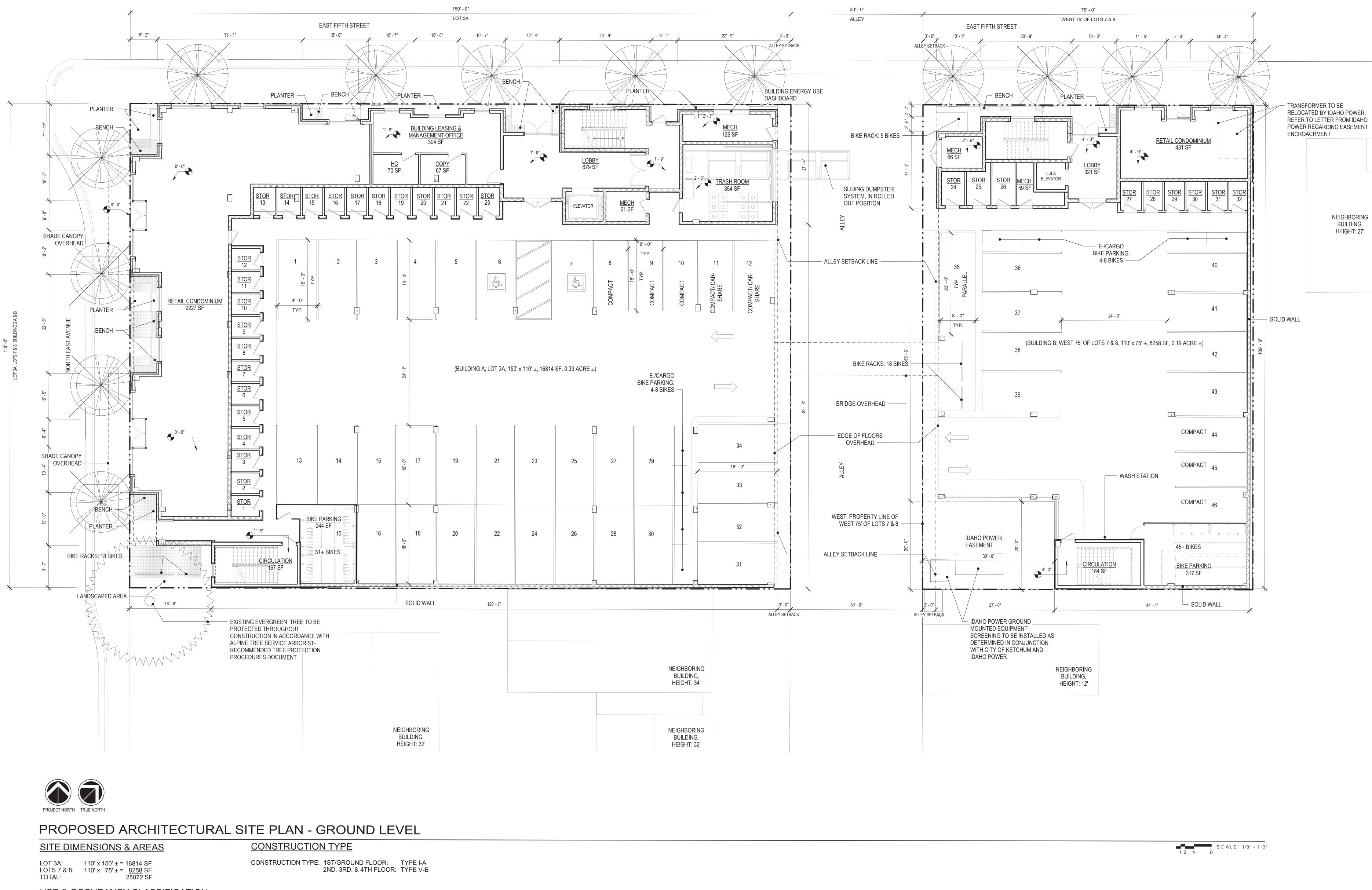


A1.00





□ Michael Doty Associates, Architects PC



**USE & OCCUPANCY CLASSIFICATION** 

**BUSINESS GROUP B** 

STORAGE GROUP S-2

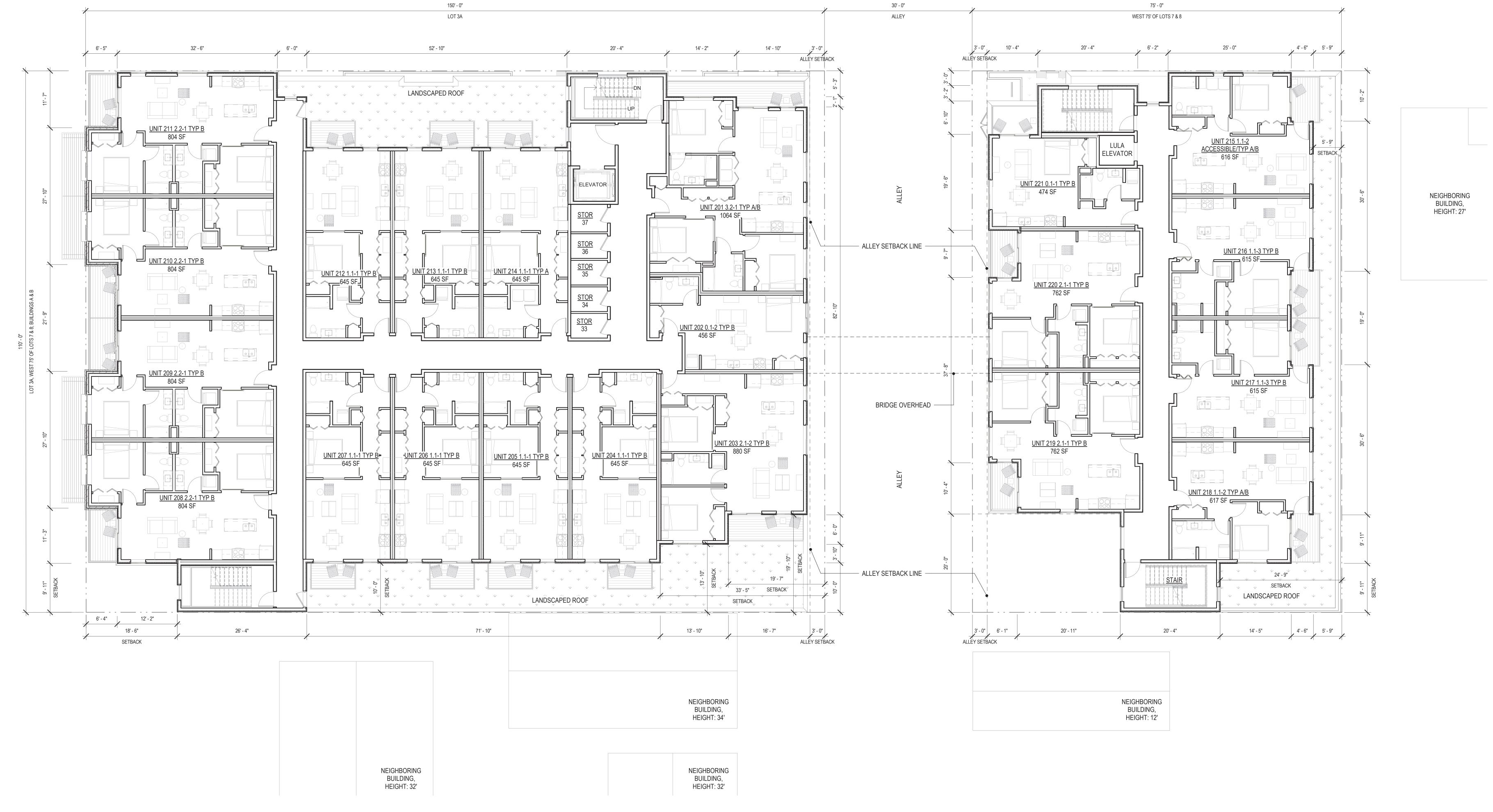
SNOW STORAGE CALCULATION

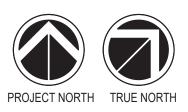
NO VIABLE ON-SITE SNOW STORAGE AREAS. SNOW MANAGEMENT TO BE ACCOMPLISHED BY SNOWMELT AND HAULING OFF-SITE.

# **BLUEBIRD VILLAGE**

480 N. EAST AVE. KETCHUM, ID 83340







#### PROPOSED SECOND FLOOR PLAN

#### <u>USE & OCCUPANCY CLASSIFICATION</u> <u>CONSTRUCTION TYPE</u>

**RESIDENTIAL GROUP R-2** STORAGE GROUP S-2

#### RESIDENTIAL UNIT TYPE KEY

NUMBER OF BEDROOMS (PRIMARY DEFINITION OF TYPE) -NUMBER OF BATHROOMS (SECONDARY DEFINITION OF TYPE) -FLOOR PLAN TYPE & PREVALENCE IN PROJECT\* \*PER TYPE: WHERE TYPES HAVE EQUAL NUMBERS OF DIFFERENT FLOOR PLANS, NUMBER DOES NOT NECESSARILY ALSO INDICATE PREVALENCE; 1 INDICATES MOST PREVALENT, 2 LESS PREVALENT, & SO ON

1.1-1 ● ● ●

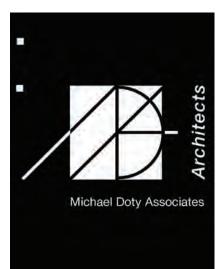
CONSTRUCTION TYPE: 1ST/GROUND FLOOR: TYPE I-A 2ND, 3RD, & 4TH FLOOR: TYPE V-B

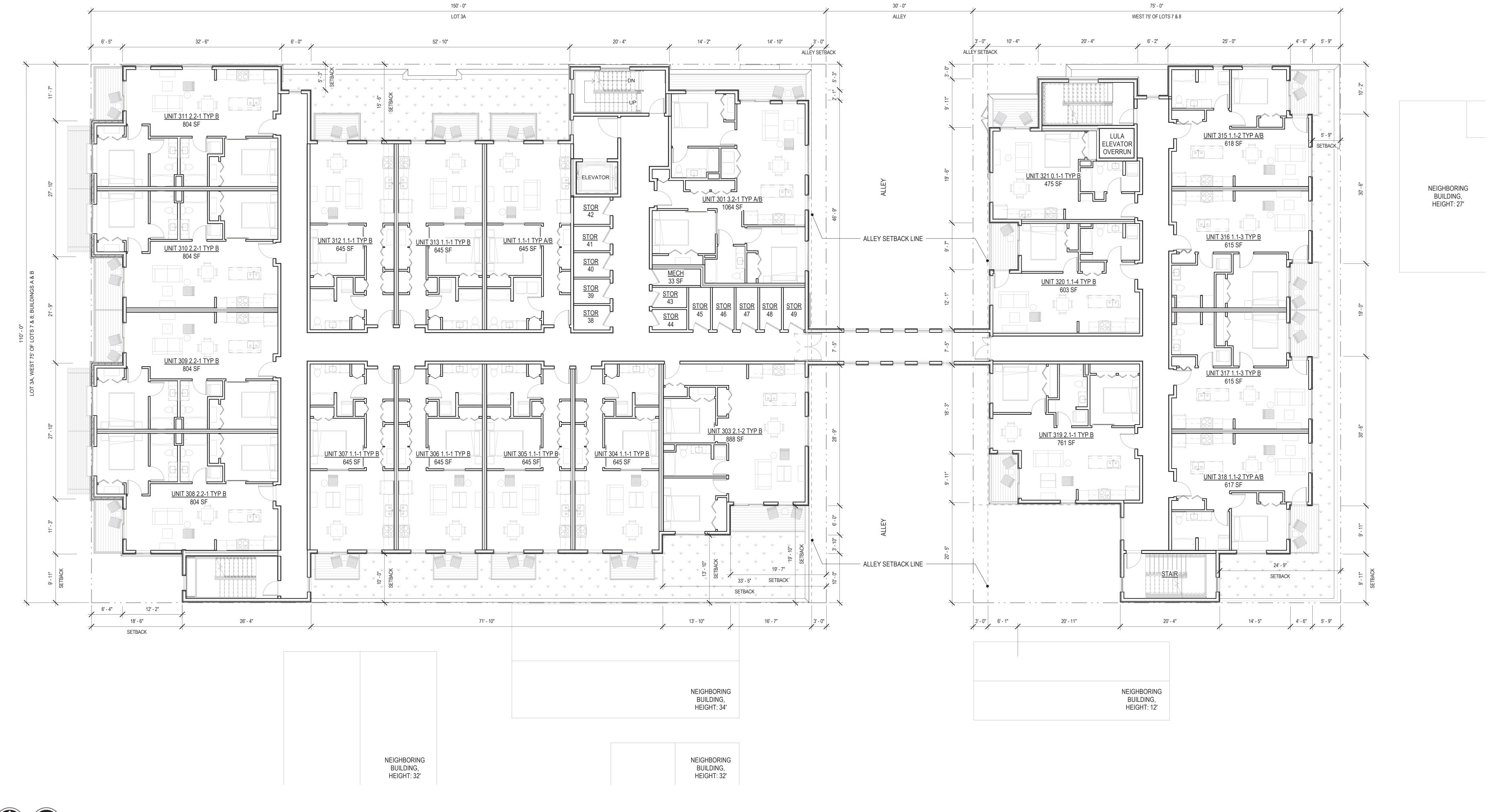


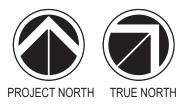
SCALE: 1/8" = 1'-0"



A1.02







#### PROPOSED THIRD FLOOR PLAN

#### <u>USE & OCCUPANCY CLASSIFICATION</u> <u>CONSTRUCTION TYPE</u>

**RESIDENTIAL GROUP R-2** STORAGE GROUP S-2

#### RESIDENTIAL UNIT TYPE KEY

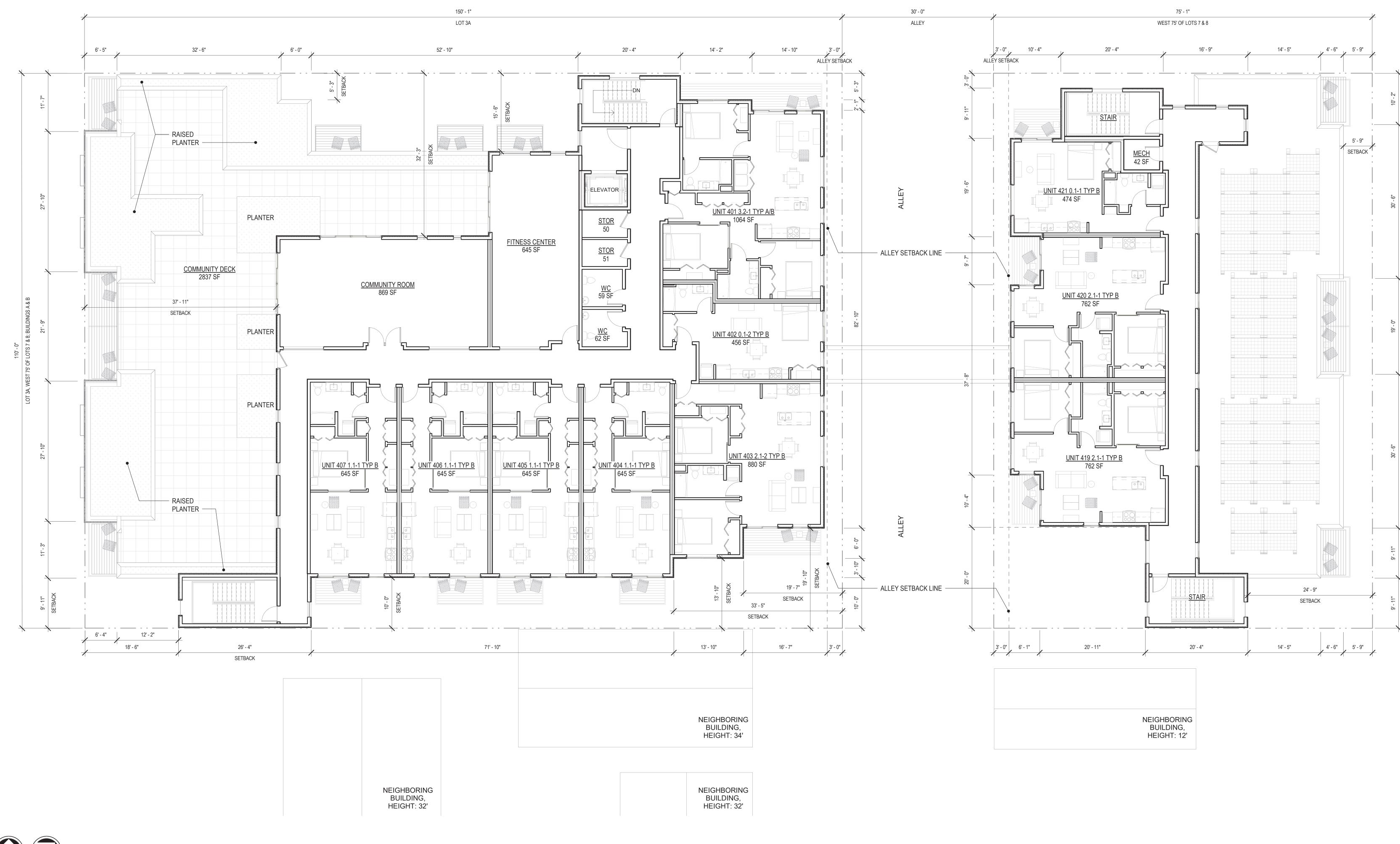
NUMBER OF BEDROOMS (PRIMARY DEFINITION OF TYPE) -NUMBER OF BATHROOMS (SECONDARY DEFINITION OF TYPE) -FLOOR PLAN TYPE & PREVALENCE IN PROJECT\* \*PER TYPE: WHERE TYPES HAVE EQUAL NUMBERS OF DIFFERENT FLOOR PLANS, NUMBER DOES NOT NECESSARILY ALSO INDICATE PREVALENCE; 1 INDICATES MOST PREVALENT, 2 LESS PREVALENT, & SO ON

1.1-1 ● ● ●

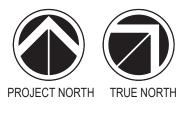
CONSTRUCTION TYPE: 1ST/GROUND FLOOR: TYPE I-A 2ND, 3RD, & 4TH FLOOR: TYPE V-B

EAST FIFTH STREET









#### PROPOSED FOURTH FLOOR PLAN

## USE & OCCUPANCY CLASSIFICATION CONSTRUCTION TYPE

**RESIDENTIAL GROUP R-2** STORAGE GROUP S-2 ASSEMBLY GROUP A-3

RESIDENTIAL UNIT TYPE KEY

NUMBER OF BEDROOMS (PRIMARY DEFINITION OF TYPE) -NUMBER OF BATHROOMS (SECONDARY DEFINITION OF TYPE) -FLOOR PLAN TYPE & PREVALENCE IN PROJECT\* \*PER TYPE: WHERE TYPES HAVE EQUAL NUMBERS OF DIFFERENT FLOOR PLANS, NUMBER DOES NOT NECESSARILY ALSO INDICATE PREVALENCE; 1 INDICATES MOST PREVALENT, 2 LESS PREVALENT, & SO ON

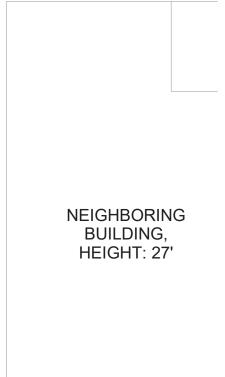
1.1-1 ● ● ●

CONSTRUCTION TYPE: 1ST/GROUND FLOOR: TYPE I-A 2ND, 3RD, & 4TH FLOOR: TYPE V-B

EAST FIFTH STREET

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

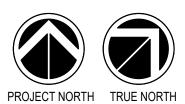






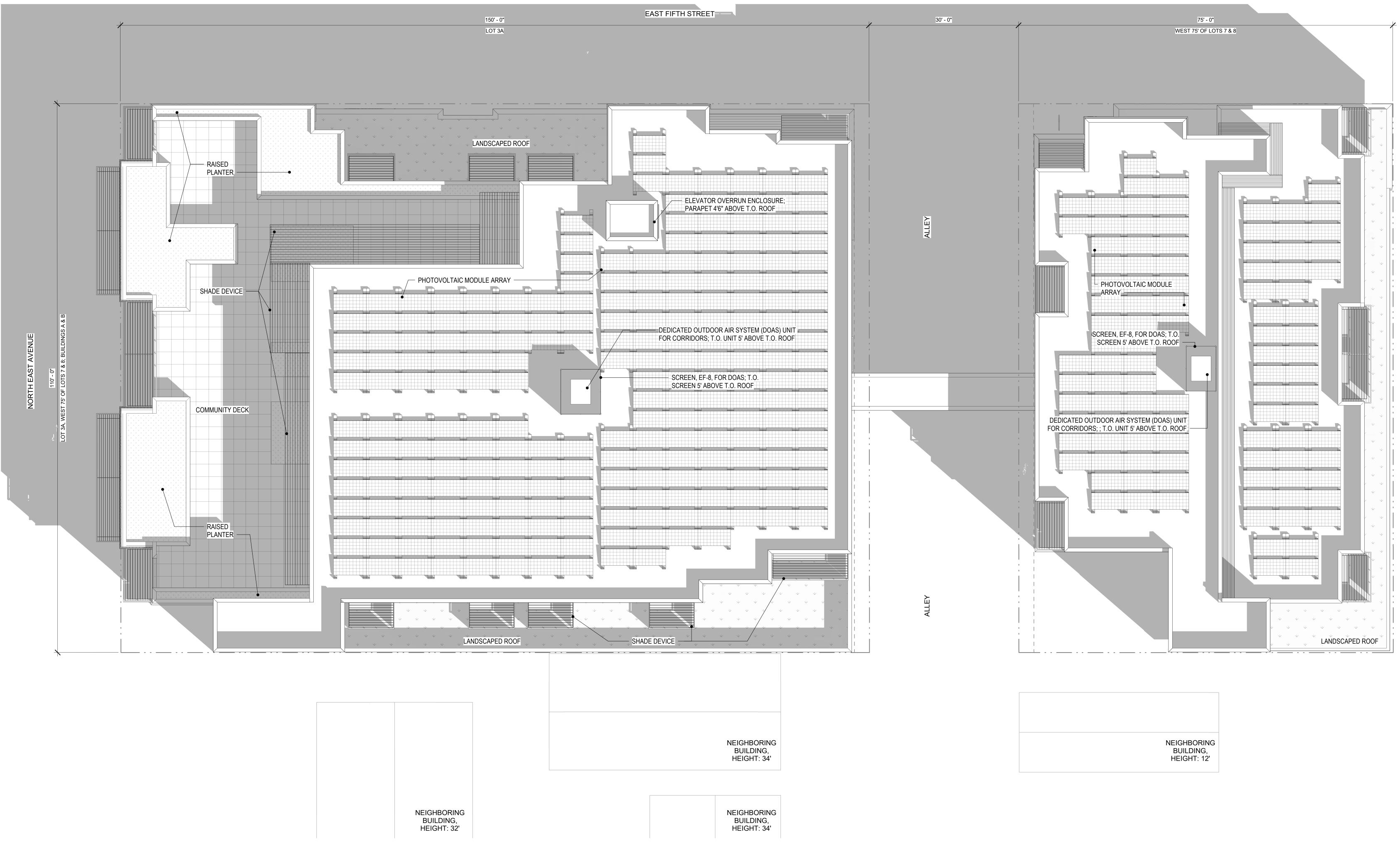
A1.04

### PROPOSED ROOF PLAN 9:00 AM, JUNE 21, 2021







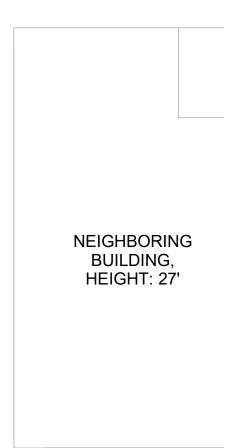


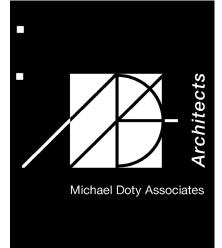


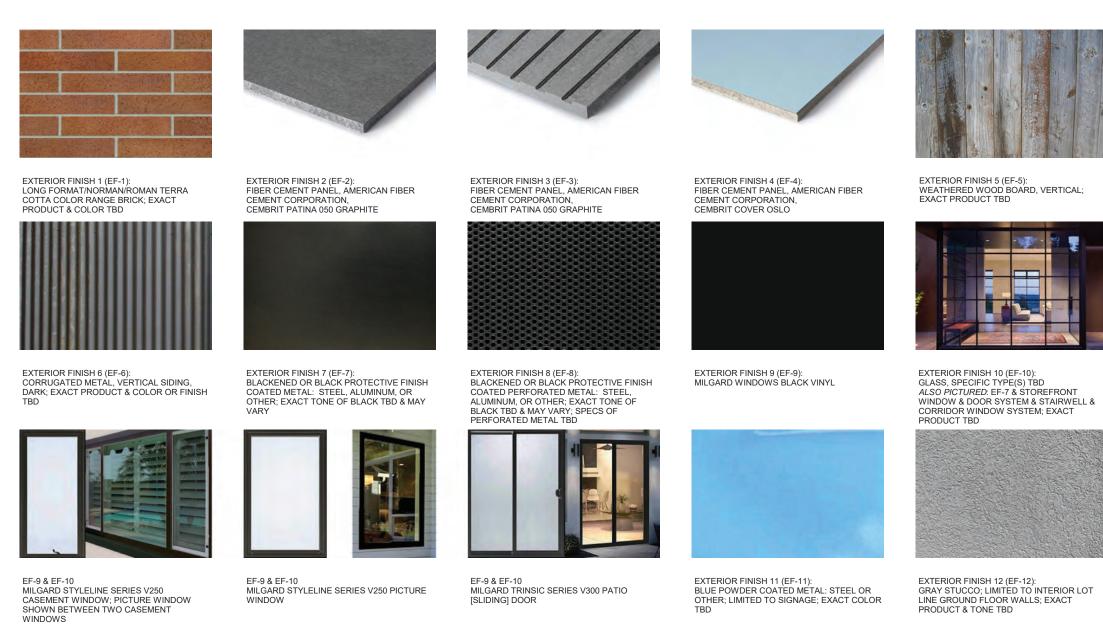
SCALE: 1/8" = 1'-0" 12 4 8



A1.05









#### PROPOSED BUILDING ELEVATIONS - WEST & NORTH

EF-1

1/8" = 1'-0"

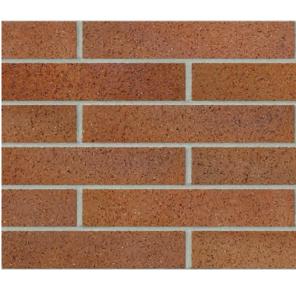
PROPOSED EXTERIOR FINISH TAG USE INSTRUCTIONS & EXAMPLE KEY FOR FULL KEY REFER TO SHEET A9.00 AND/OR A9.00B (11x17 VERSION)

GENERAL CATEGORY OF INFORMATION -SPECIFIC TYPE OR INSTANCE -

- EF DENOTES EXTERIOR FINISH (CATEGORY OF INFORMATION) • THE NUMBER ASSOCIATED WITH EACH TAG IS ASSIGNED TO A
- SPECIFIC EXTERIOR FINISH • EACH EXTERIOR FINISH IS REPRESENTED BY AN IMAGE OF THE
- MATERIAL ON SHEETS PDR A9.00 & A9.00B.
- EACH IMAGE DEFINES THE TAG, WHICH IS SHOWN BELOW • A PRODUCT OR MATERIAL DESCRIPTION ALSO ACCOMPANIES THE TAG & IMAGE
- SEE EXAMPLES AT RIGHT

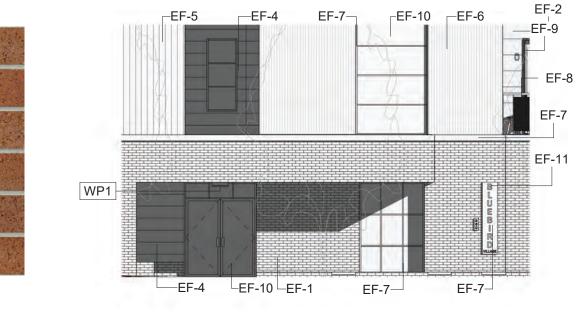
PROPOSED EXTERIOR FINISHES

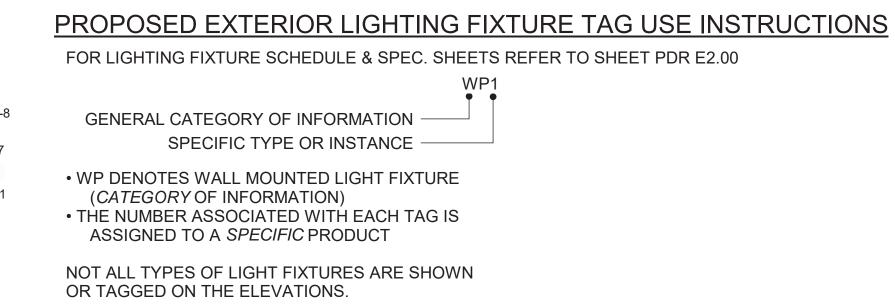
IT IS POSSIBLE THAT NOT EVERY MATERIAL OR PRODUCT IS ACCOMPANIED BY A TAG; HOWEVER, ALL THE PRINCIPLE MATERIALS & FINISHES ARE TAGGED.



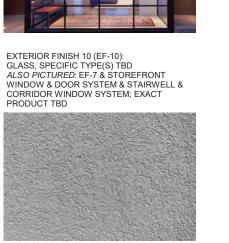
EXTERIOR FINISH 1 (EF-1): LONG FORMAT/NORMAN/ROMAN TERRA COTTA COLOR RANGE BRICK





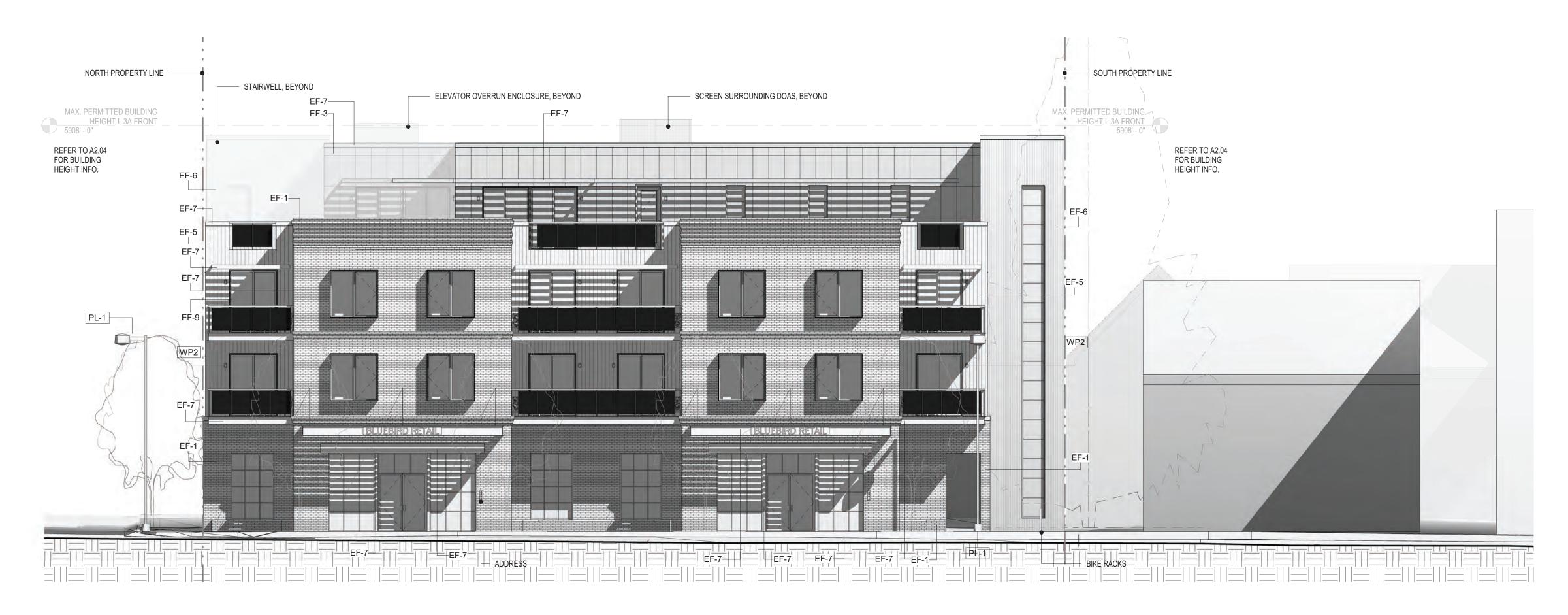


WEST ELEVATION - NORTH EAST AVENUE 13:00, SEPTEMBER 22, 2021 1/8" = 1'-0"







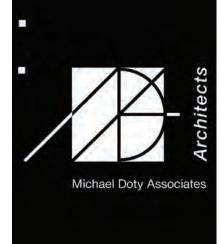


# **BLUEBIRD VILLAGE**

SCALE: 1/8" = 1'-0" 1 2 4 8



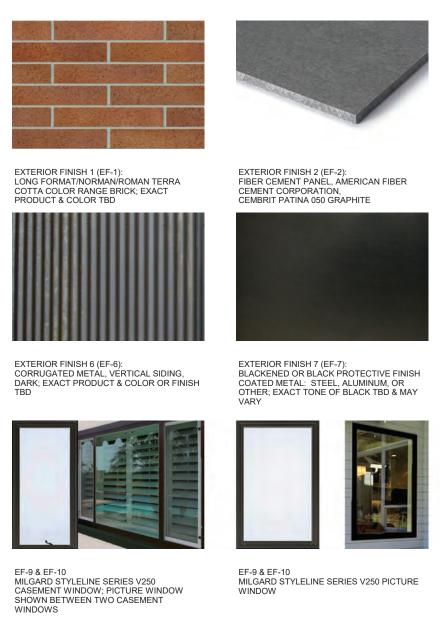
A2.01



□ Michael Doty Associates, Architects PC

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# REFER TO A2.04 FOR BUILDING HEIGHT INFO.

MAX. PERMITTED BUILDING HEIGHT L <u>3A FRONT</u> 5908' - 0" 

PROPOSED EXTERIOR FINISHES



EXTERIOR FINISH 4 (EF-4): FIBER CEMENT PANEL, AMERICAN FIBER CEMENT CORPORATION, CEMBRIT COVER OSLO

EXTERIOR FINISH 9 (EF-9): MILGARD WINDOWS BLACK VINYL

EXTERIOR FINISH 11 (EF-11): BLUE POWDER COATED METAL: STEEL OR OTHER; LIMITED TO SIGNAGE; EXACT COLOR

EXTERIOR FINISH 5 (EF-5): WEATHERED WOOD BOARD, VERTICAL; EXACT PRODUCT TBD

EXTERIOR FINISH 10 (EF-10): GLASS, SPECIFIC TYPE(S) TBD ALSO PICTURED: EF-7 & STOREFRONT WINDOW & DOOR SYSTEM & STAIRWELL & CORRIDOR WINDOW SYSTEM; EXACT PRODUCT TBD

EXTERIOR FINISH 12 (EF-12): GRAY STUCCO; LIMITED TO INTERIOR LOT LINE GROUND FLOOR WALLS; EXACT PRODUCT & TONE TBD



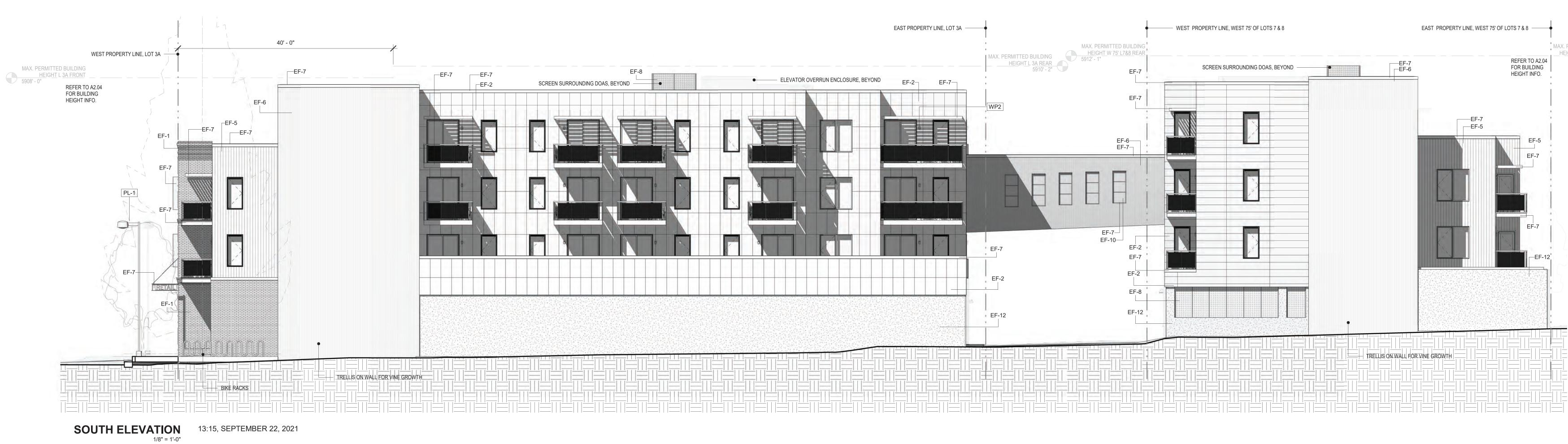
EXTERIOR FINISH 8 (EF-8): BLACKENED OR BLACK PROTECTIVE FINISH COATED PERFORATED METAL: STEEL, ALUMINUM, OR OTHER; EXACT TONE OF BLACK TBD & MAY VARY; SPECS OF

PERFORATED METAL TBD





MILGARD TRINSIC SERIES V300 PATIO [SLIDING] DOOR



## **PROPOSED BUILDING ELEVATIONS - EAST & SOUTH**

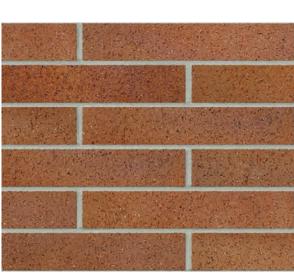
EF-1

PROPOSED EXTERIOR FINISH TAG USE INSTRUCTIONS & EXAMPLE KEY FOR FULL KEY REFER TO SHEET A9.00 AND/OR A9.00B (11x17 VERSION)

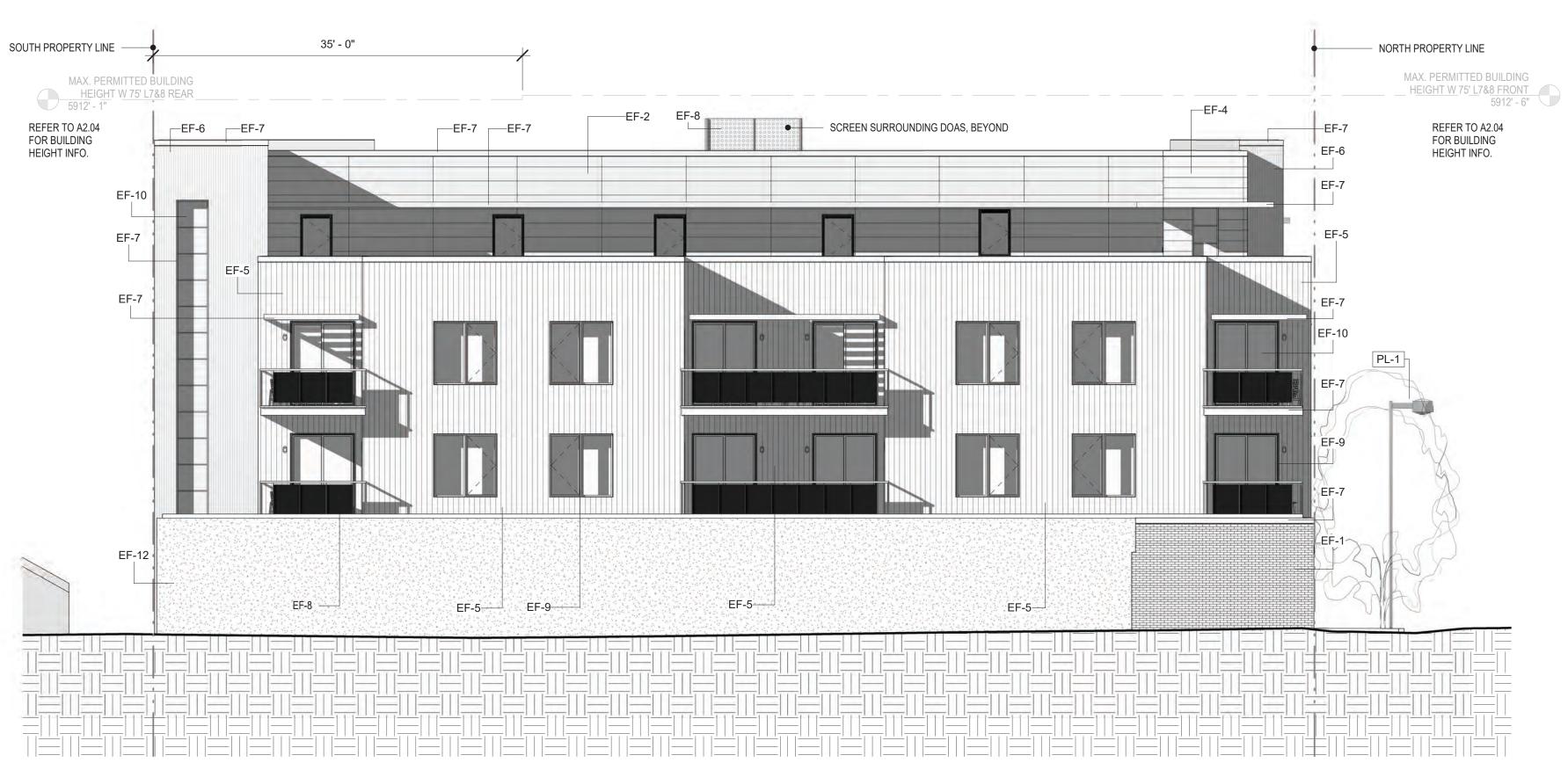
GENERAL CATEGORY OF INFORMATION -SPECIFIC TYPE OR INSTANCE -

- EF DENOTES EXTERIOR FINISH (CATEGORY OF INFORMATION) • THE NUMBER ASSOCIATED WITH EACH TAG IS ASSIGNED TO A
- SPECIFIC EXTERIOR FINISH • EACH EXTERIOR FINISH IS REPRESENTED BY AN IMAGE OF THE
- MATERIAL ON SHEETS PDR A9.00 & A9.00B.
- EACH IMAGE DEFINES THE TAG, WHICH IS SHOWN BELOW • A PRODUCT OR MATERIAL DESCRIPTION ALSO ACCOMPANIES THE TAG & IMAGE
- SEE EXAMPLES AT RIGHT

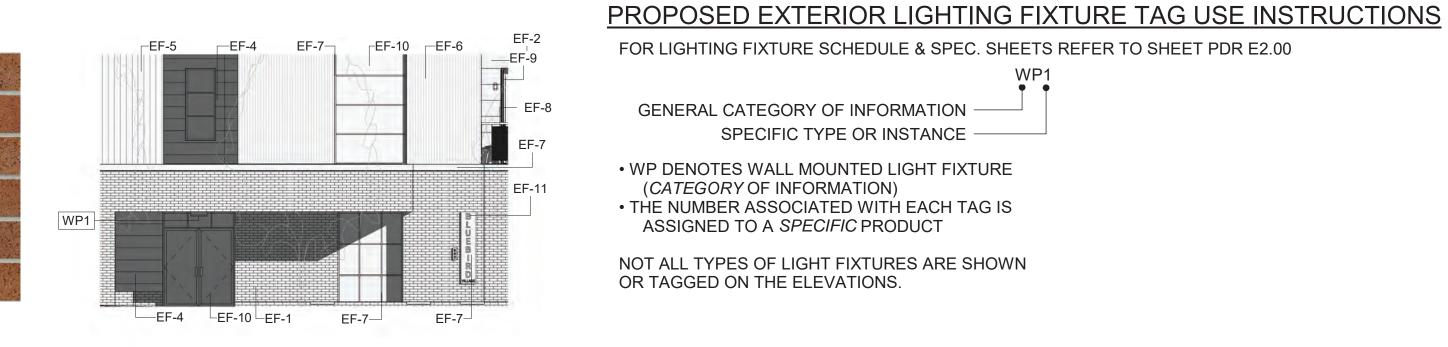
IT IS POSSIBLE THAT NOT EVERY MATERIAL OR PRODUCT IS ACCOMPANIED BY A TAG; HOWEVER, ALL THE PRINCIPLE MATERIALS & FINISHES ARE TAGGED.



EXTERIOR FINISH 1 (EF-1): LONG FORMAT/NORMAN/ROMAN TERRA COTTA COLOR RANGE BRICK



#### **EAST ELEVATION - BUILDING B** 10:00, SEPTEMBER 22, 2021 1/8" = 1'-0"

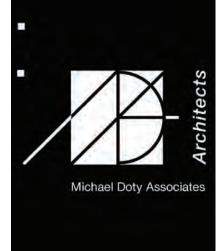


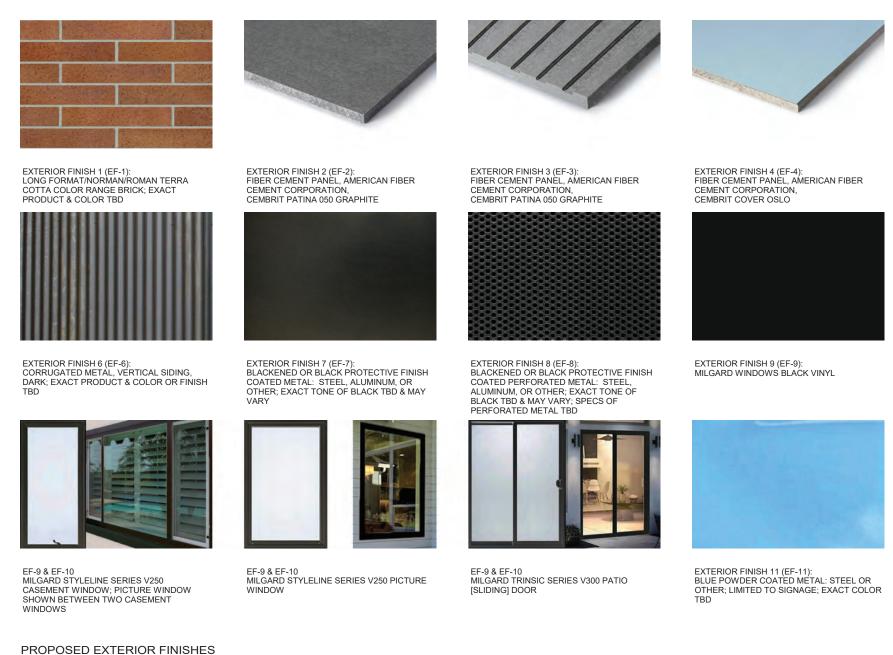
SCALE: 1/8" = 1'-0" 1 2 4 8





MAX. PERMITTED BUILDING HEIGHT W 75' L7&8 REAR 5912' - 1"





### **PROPOSED BUILDING ELEVATIONS - ALLEY**

EF-1

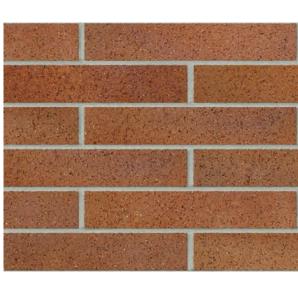
•

PROPOSED EXTERIOR FINISH TAG USE INSTRUCTIONS & EXAMPLE KEY FOR FULL KEY REFER TO SHEET A9.00 AND/OR A9.00B (11x17 VERSION)

GENERAL CATEGORY OF INFORMATION -SPECIFIC TYPE OR INSTANCE -

- EF DENOTES EXTERIOR FINISH (CATEGORY OF INFORMATION) • THE NUMBER ASSOCIATED WITH EACH TAG IS ASSIGNED TO A
- SPECIFIC EXTERIOR FINISH • EACH EXTERIOR FINISH IS REPRESENTED BY AN IMAGE OF THE
- MATERIAL ON SHEETS PDR A9.00 & A9.00B.
- EACH IMAGE DEFINES THE TAG, WHICH IS SHOWN BELOW • A PRODUCT OR MATERIAL DESCRIPTION ALSO ACCOMPANIES THE TAG & IMAGE
- SEE EXAMPLES AT RIGHT

IT IS POSSIBLE THAT NOT EVERY MATERIAL OR PRODUCT IS ACCOMPANIED BY A TAG; HOWEVER, ALL THE PRINCIPLE MATERIALS & FINISHES ARE TAGGED.



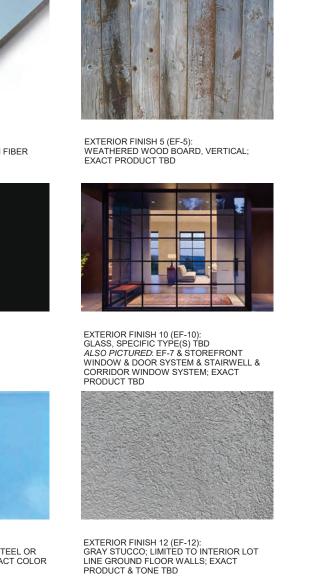
EXTERIOR FINISH 1 (EF-1): LONG FORMAT/NORMAN/ROMAN TERRA COTTA COLOR RANGE BRICK

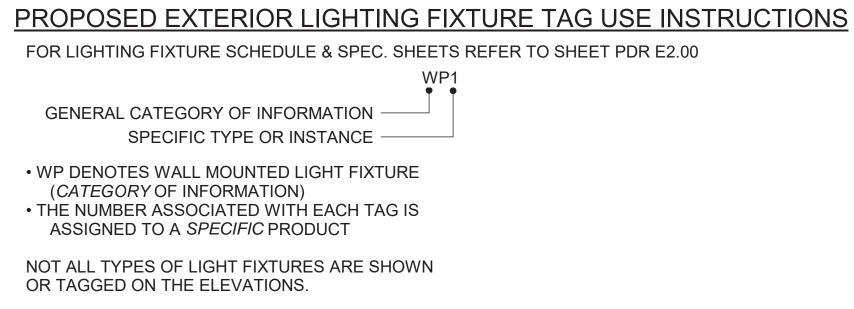


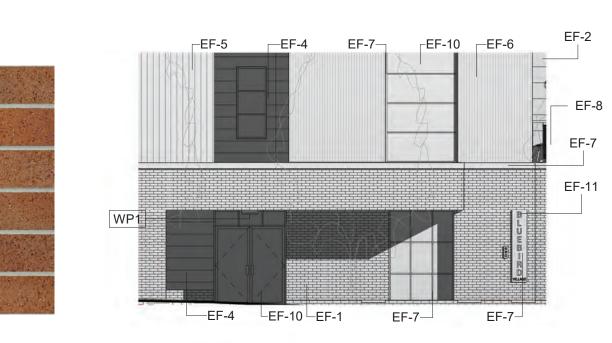




WEST ELEVATION - BUILDING B (ALLEY) 1/8" = 1'-0"







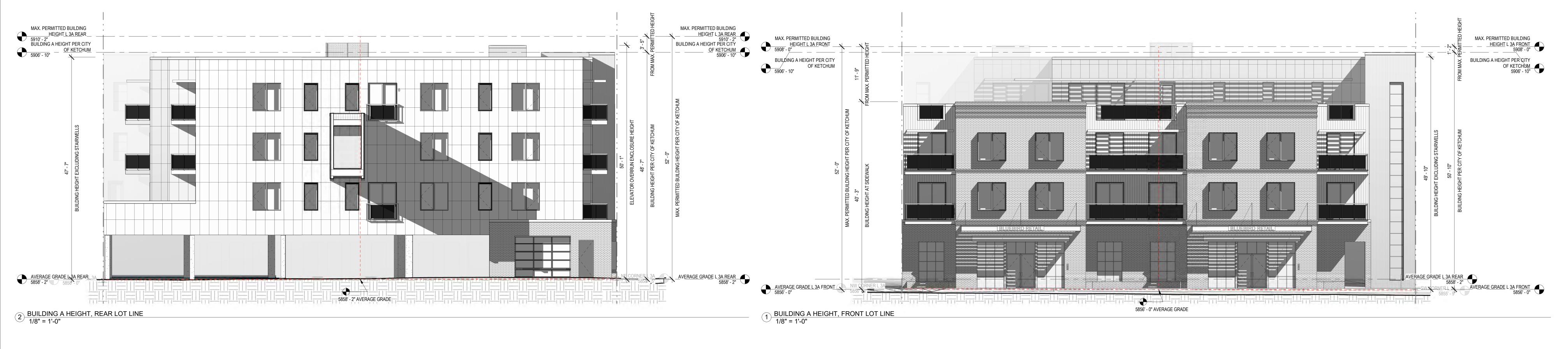
17:00, SEPTEMBER 22, 2021

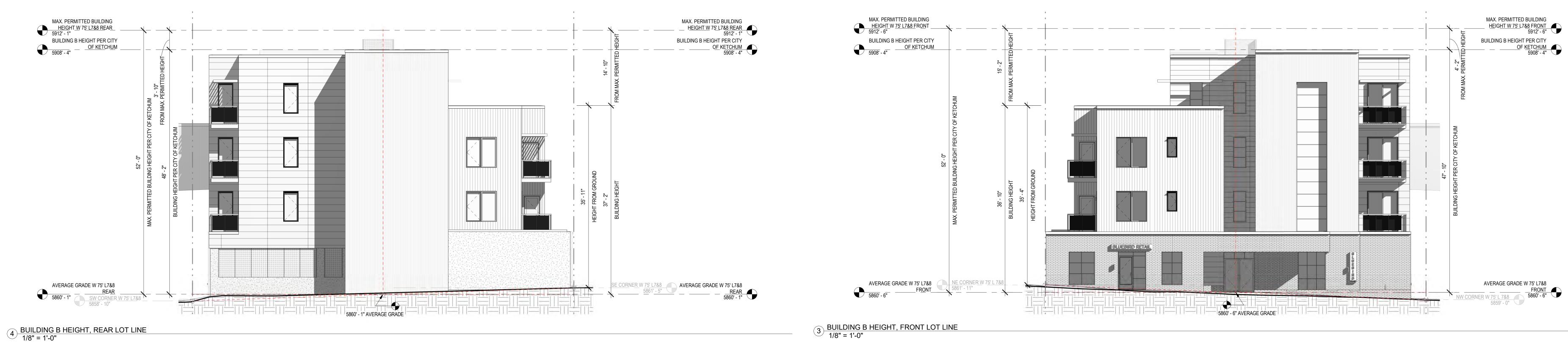
SCALE: 1/8" = 1'-0" 1 2 4 8



A2.03

## **BUILDING HEIGHTS**





## **BLUEBIRD VILLAGE** 480 N. EAST AVE. KETCHUM, ID 83340

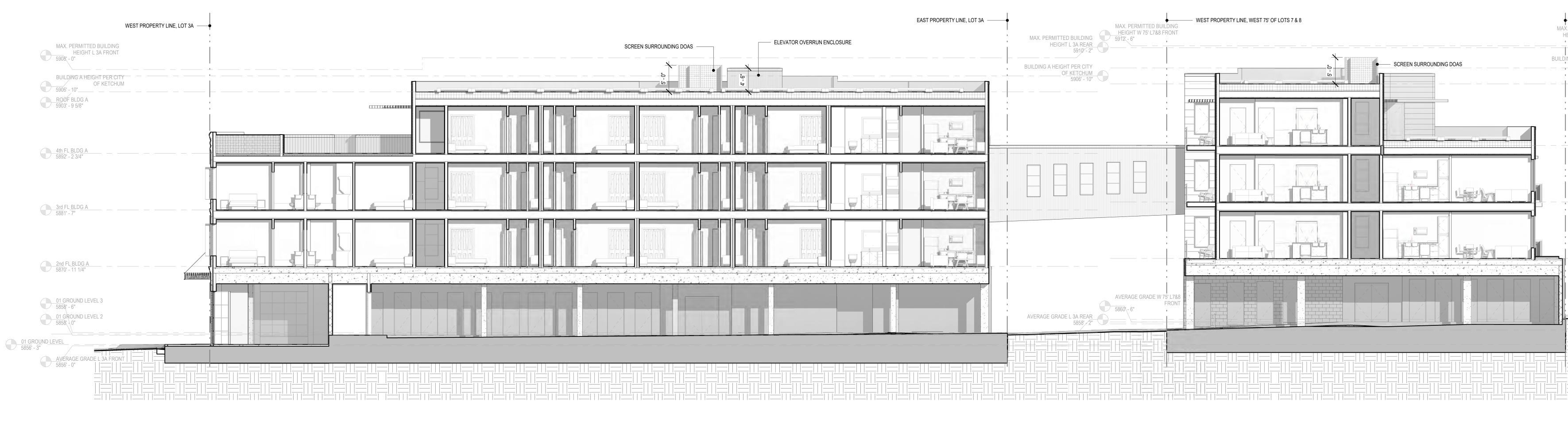
SCALE: 1/8" = 1'-0" 1 2 4



A2.04

 $\backslash X$ Michael Doty Associat

<sup>~</sup> Michael Doty Associates, Architects PC



### PROPOSED LONGITUDINAL SECTION

## BLUEBIRD VILLAGE 480 N. EAST AVE. KETCHUM, ID 83340

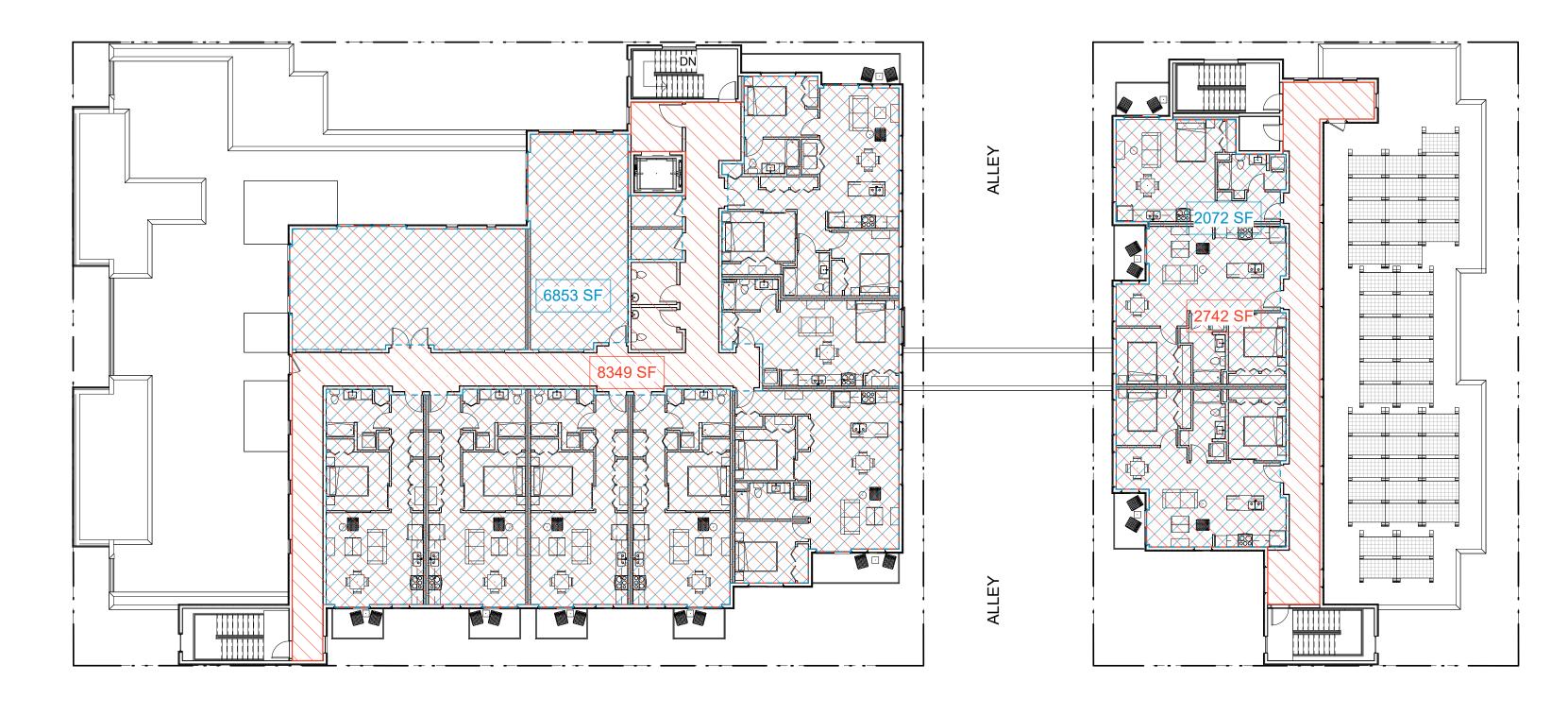
SCALE: 1/8" = 1'-0" 1248

EAST PROPERTY AX. PERMITTED BUILDING HEIGHT W 75' L7&8 REAR 5912' - 1"	/ LINE, LOTS 7 & 8	
DING B HEIGHT PER CITY OF KETCHUM 5908' - 4" <u>ROOF BLDG B</u> 5905' - 3 5/8"		
4th FL BLDG B 5893' - 8 3/4"		
<u>3r</u> d F <u>L BLDG B</u> 5883' - 1"		
2nd FL BLDG B 5872' - 5 1/4"		
01 GROUND LEVEL 6 5861'- 0" 01 GROUND LEVEL 5 5860' - 6" 01 GROUND LEVEL 4 01 GROUND LEVEL 4 01 GROUND LEVEL 5856' - 3"	AVERAGE GRADE W 75' L7&8 	



A3.01

#### EAST FIFTH STREET



**4TH FLOOR** 1/16" = 1'-0" BUILDING A, TOTAL AREA FACTORED INTO GROSS F.A.R. CALCULATION: 8388 SF BUILDING B, TOTAL AREA FACTORED INTO GROSS F.A.R. CALCULATION: 2716 SF BUILDING A, TOTAL AREA FACTORED INTO NET F.A.R. CALCULATION: 6853 SF BUILDING B, TOTAL AREA FACTORED INTO NET F.A.R. CALCULATION: 2072 SF

EAST FIFTH STREET



2ND FLOOR 1/16" = 1'-0"

BUILDING A, TOTAL AREA FACTORED INTO GROSS F.A.R. CALCULATION: 12516 SF BUILDING B, TOTAL AREA FACTORED INTO GROSS F.A.R. CALCULATION: 5311 SF BUILDING A, TOTAL AREA FACTORED INTO NET F.A.R. CALCULATION: 10769 SF BUILDING B, TOTAL AREA FACTORED INTO NET F.A.R. CALCULATION: 4625 SF

### FLOOR AREA + FLOOR AREA RATIO

### FLOOR AREA RATIO, GROSS

<u>BUILDING A</u>

SITE AREA	
LOT 3A:	110' x 150' ± = 16814 SF

BUILDING A GROSS	S AREA, PARKING INCLUDED
GROUND FLOOR:	14696 SF
2ND FLOOR:	12516 SF
3RD FLOOR:	12626 SF
4TH FLOOR:	8349 SF
TOTAL:	48187 SF

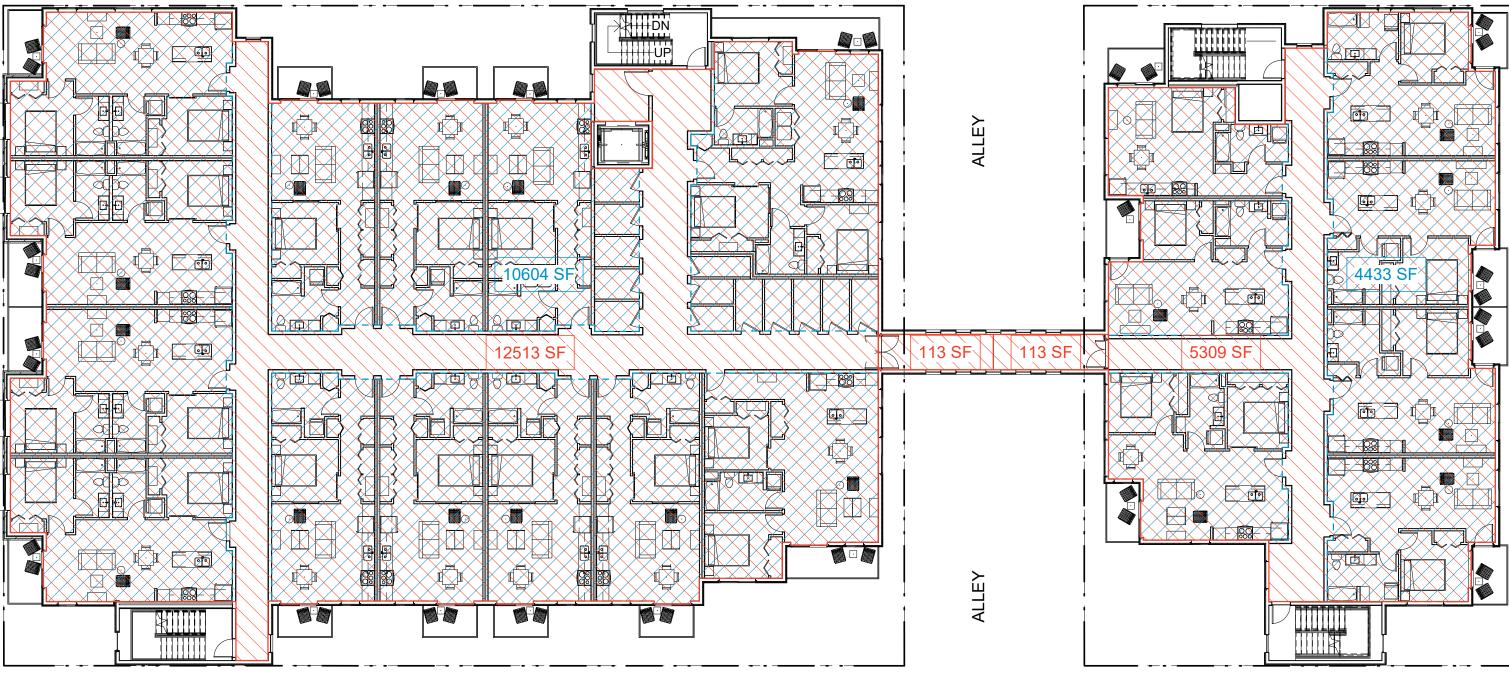
48187 SF ÷ 16814 SF = 2.87 F.A.R.

<u>BUILDING B</u>

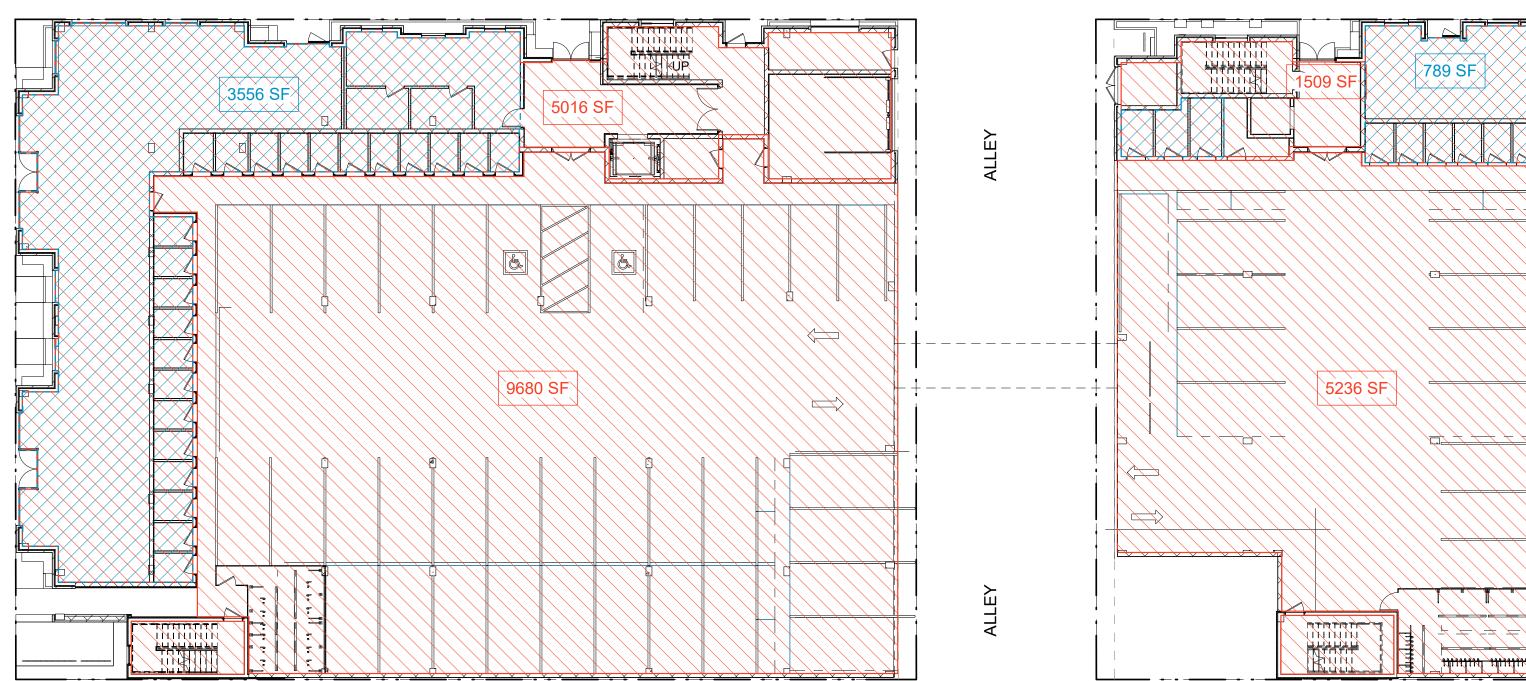
<u>SITE AREA</u> WEST 75' OF LOTS 7 & 8: 110' x 75' ± = 8258 SF

<b>BUILDING B GROSS</b>	AREA, PARKING INCLUDED
GROUND FLOOR:	6745 SF
2ND FLOOR:	5311 SF
3RD FLOOR:	5422 SF
4TH FLOOR:	2742 SF
TOTAL:	20220 SF

20220 SF ÷ 8258 SF = 2.45 F.A.R.



**3RD FLOOR** 1/16" = 1'-0"



**GROUND FLOOR** 1/16" = 1'-0"

### FLOOR AREA RATIO, NET

#### <u>BUILDING A</u>

<u>SITE AREA</u> LOT 3A:	110' x 150' ± = 16814 SF
<u>BUILDING A N</u> GROUND FLO 2ND FLOOR: 3RD FLOOR: 4TH FLOOR: TOTAL:	
31782 SF ÷ 16	814 SF = 1.89 F.A.R.

#### <u>BUILDING B</u>

SITE AREA WEST 75' OF LOTS 7 & 8: 110' x 75' ± = 8258 SF

<b>BUILDING B NET AR</b>	EA
GROUND FLOOR:	789 SF
2ND FLOOR:	4625 SF
3RD FLOOR:	4433 SF
4TH FLOOR:	<u>2072 SF</u>
TOTAL:	11919 SF

11919 SF ÷ 8258 SF = 1.44 F.A.R.

#### EAST FIFTH STREET

BUILDING A, TOTAL AREA FACTORED INTO GROSS F.A.R. CALCULATION: 12513 SF + 113 SF = 12626 SF BUILDING B, TOTAL AREA FACTORED INTO GROSS F.A.R. CALCULATION: 5309 SF + 113 SF = 5422 SF BUILDING A, TOTAL AREA FACTORED INTO NET F.A.R. CALCULATION: 10604 SF BUILDING B, TOTAL AREA FACTORED INTO NET F.A.R. CALCULATION: 4433 SF

EAST FIFTH STREET

BUILDING A, PARKING INCLUDED, TOTAL AREA FACTORED INTO GROSS F.A.R. CALCULATION: 5016 SF + 9680 SF = 14721 SF BUILDING B, PARKING INCLUDED, TOTAL AREA FACTORED INTO GROSS F.A.R. CALCULATION: 1509 SF + 5236 SF = 6745 SF BUILDING A, TOTAL AREA FACTORED INTO NET F.A.R. CALCULATION: 3556 SF BUILDING B, TOTAL AREA FACTORED INTO NET F.A.R. CALCULATION: 789 SF



KETCHUM, ID 83340





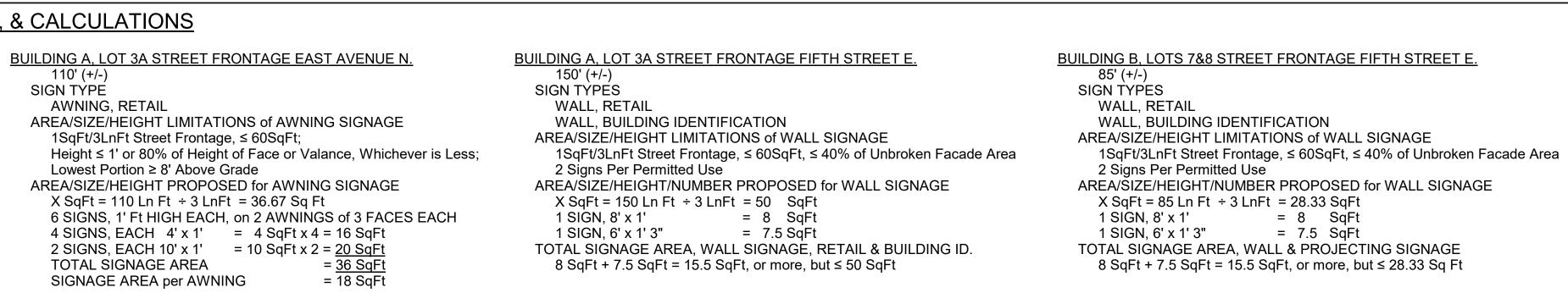


SIGNAGE MATERIALS AND COLORS CARBON STEEL, BLACKENED, OXIDIZED and/or PATINATED BLUE or POWDER COATED BLUE w/ or w/o CLEAR PROTECTIVE COAT FASTENERS AS REQUIRED <u>SIGNAGE FONT</u> TBD (FRANKLIN GOTHIC, AS SHOWN)



SIGN TYPE AWNING, RETAIL AREA/SIZE/HEIGHT LIMITATIONS of AWNING SIGNAGE 1SqFt/3LnFt Street Frontage, ≤ 60SqFt; Height ≤ 1' or 80% of Height of Face or Valance, Whichever is Less; Lowest Portion ≥ 8' Above Grade AREA/SIZE/HEIGHT PROPOSED for AWNING SIGNAGE X SqFt = 110 Ln Ft ÷ 3 LnFt = 36.67 Sq Ft 6 SIGNS, 1' Ft HIGH EACH, on 2 AWNINGS of 3 FACES EACH 4 SIGNS, EACH 4' x 1' = 4 SqFt x 4 = 16 SqFt 2 SIGNS, EACH 10' x 1' = 10 SqFt x 2 = <u>20 SqFt</u> TOTAL SIGNAGE AREA SIGNAGE AREA per AWNING

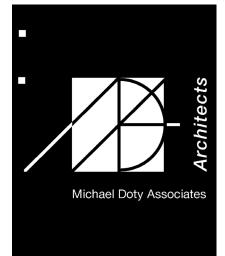
110' (+/-)

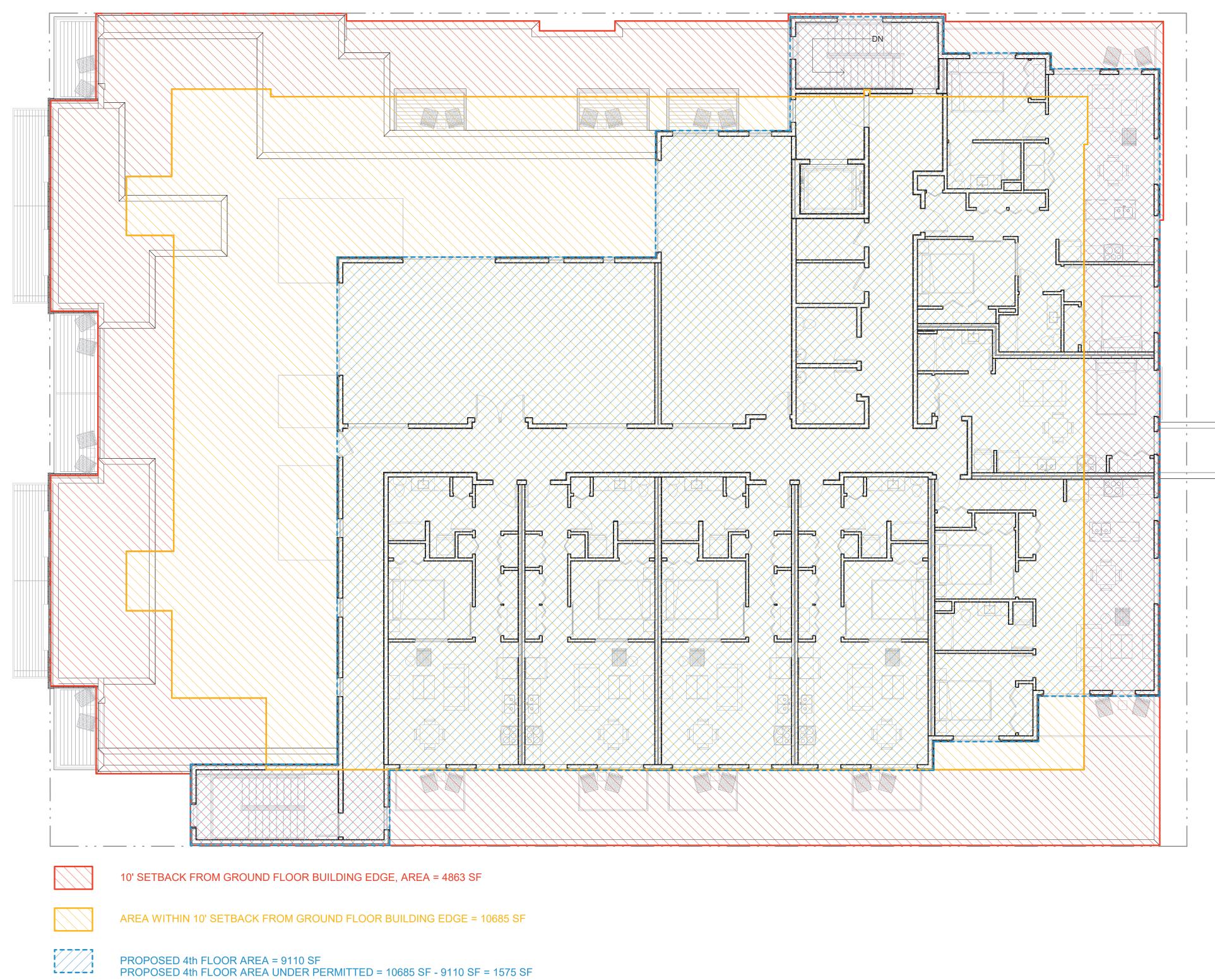




480 N. EAST AVE. KETCHUM, ID 83340

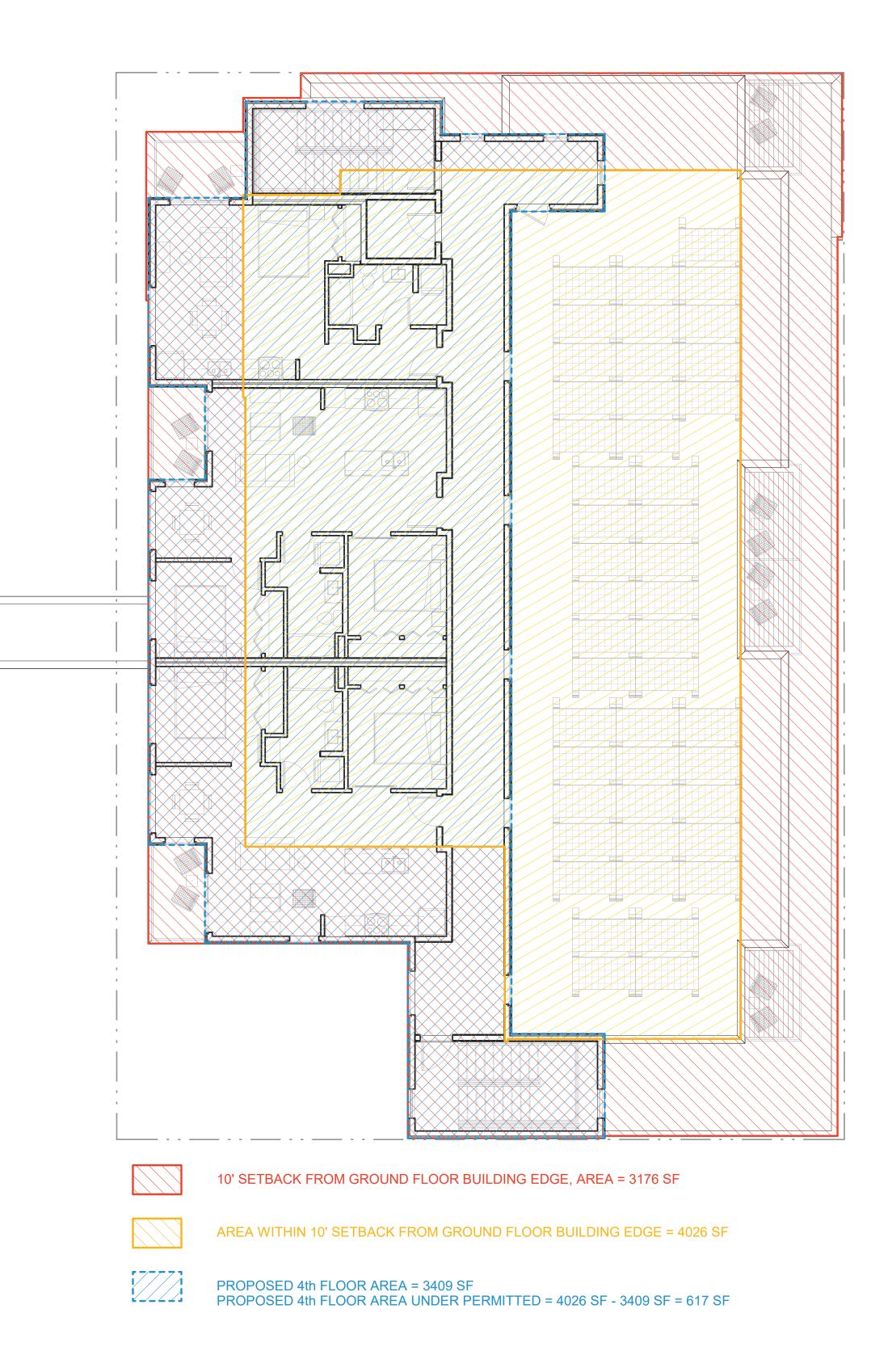
**DESIGN REVIEW** 07/07/2021







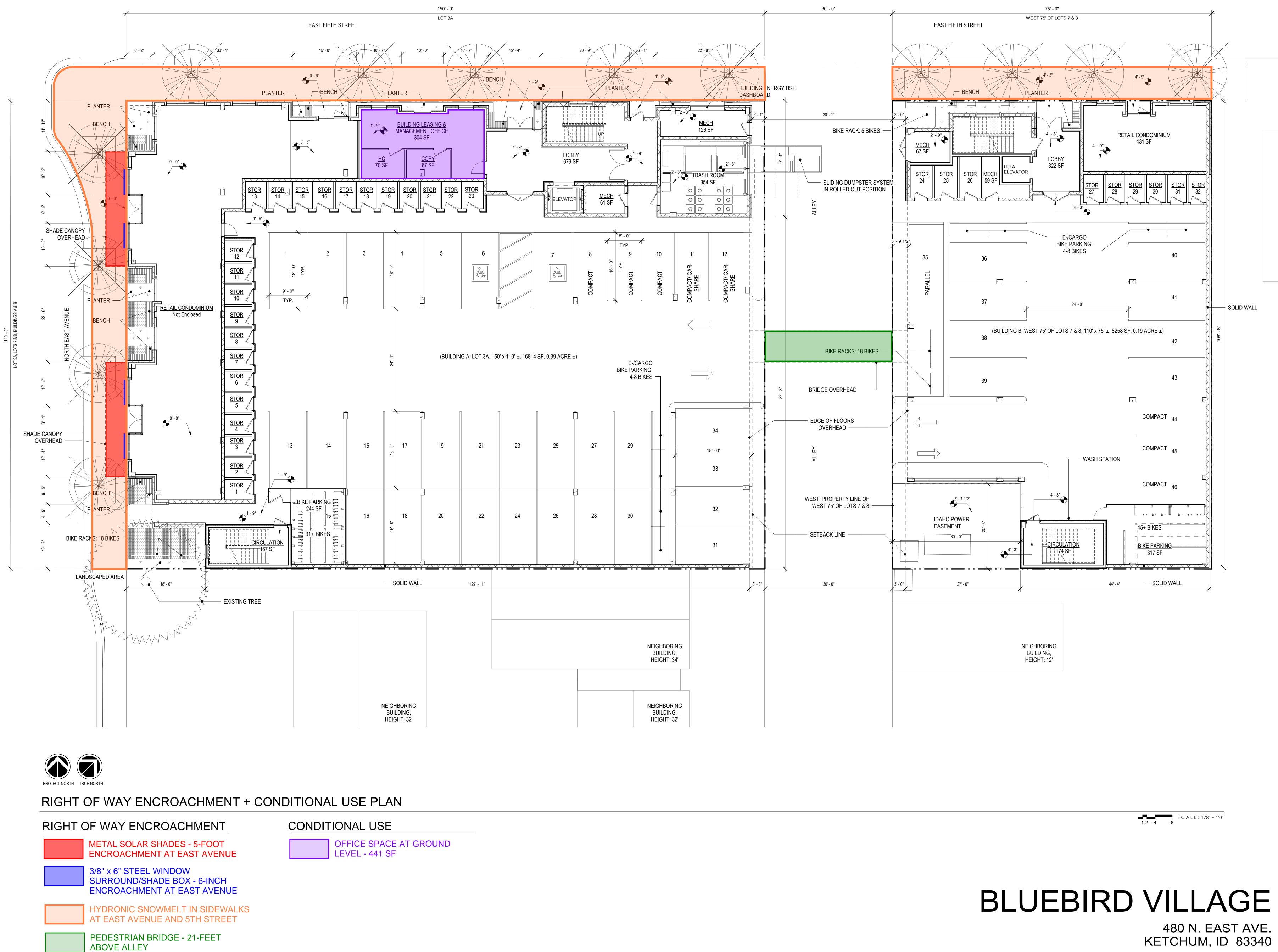
### FOURTH FLOOR SETBACK FROM GROUND FLOOR BUILDING EDGE, PER PROPOSED CODE TEXT AMENDMENT

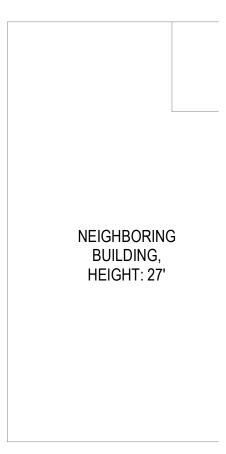


SCALE: 1/8" = 1'-0" 1 2 4

**BLUEBIRD VILLAGE** 480 N. EAST AVE. KETCHUM, ID 83340



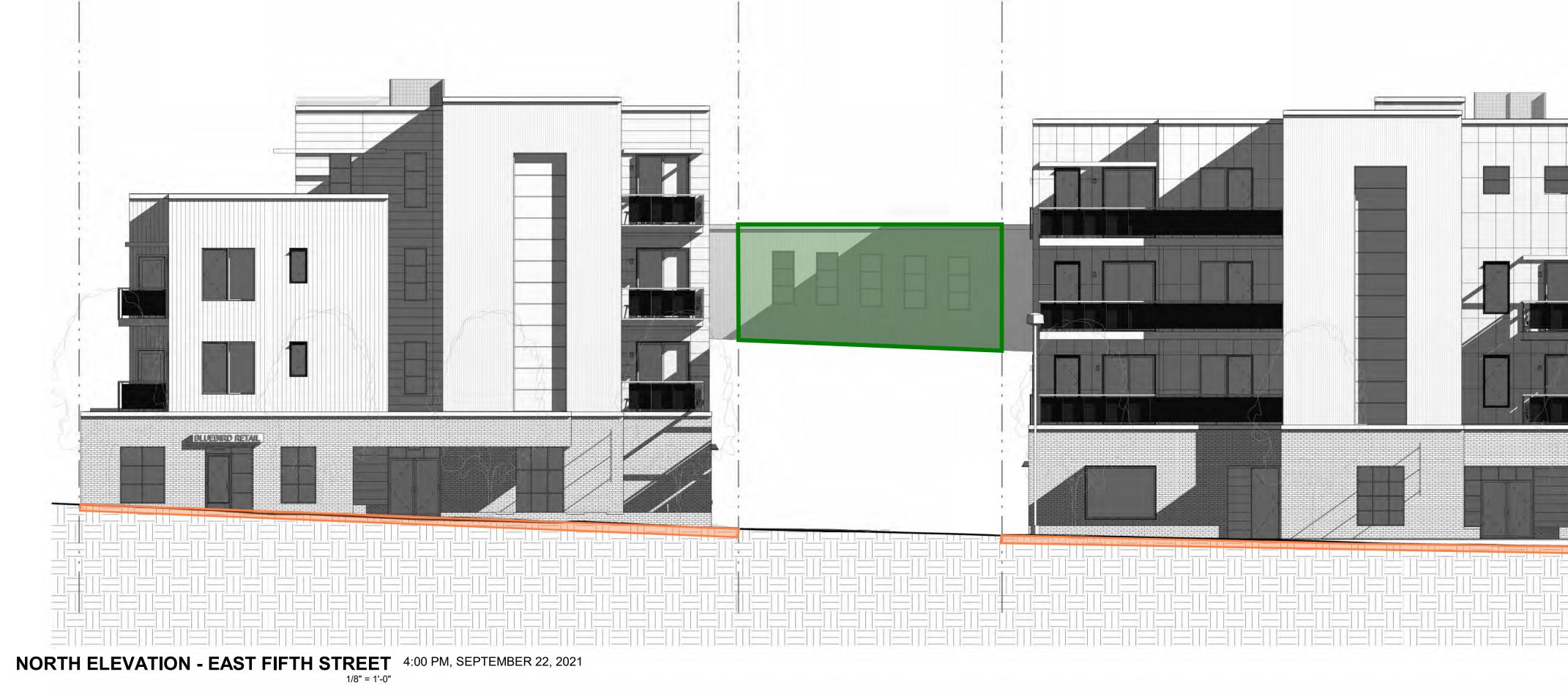




- SOLID WALL







### RIGHT OF WAY ENCROACHMENT + CONDITIONAL USE ELEVATIONS

### RIGHT OF WAY ENCROACHMENT

METAL SOLAR SHADES - 5-FOOT ENCROACHMENT AT EAST AVENUE

3/8" x 6" STEEL WINDOW SURROUND/SHADE BOX - 6-INCH ENCROACHMENT AT EAST AVENUE

HYDRONIC SNOWMELT IN SIDEWALKS AT EAST AVENUE AND 5TH STREET

PEDESTRIAN BRIDGE - 21-FEET ABOVE ALLEY

CONDITIONAL USE





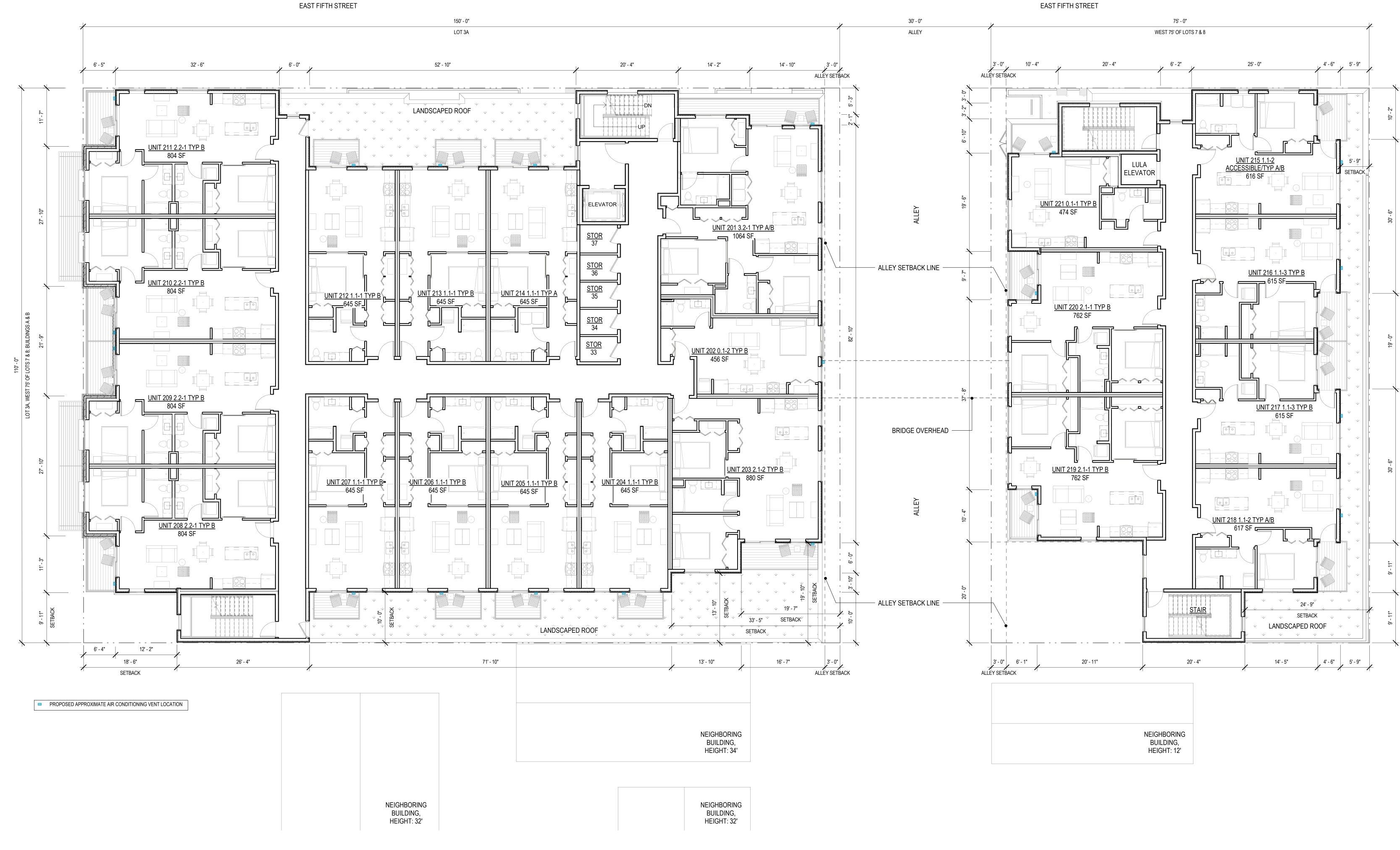
OFFICE SPACE AT GROUND LEVEL - 441 SF



08/04/2021



### EAST FIFTH STREET



### FRESH AIR (AC PORT) VENT PLAN, TYPICAL FLOOR



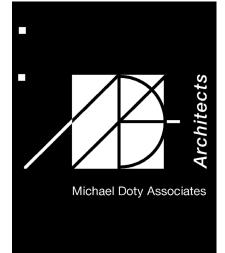
FRESH AIR (AC PORT) VENT



PORTABLE AIR CONDITIONER, EXHAUST HOSE, AND EXHAUST PORT



A6.05



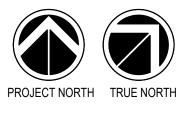
NEIGHBORING

BUILDING,

HEIGHT: 27'







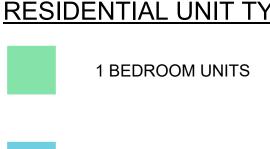
### PROPOSED SECOND FLOOR PLAN

### **USE & OCCUPANCY CLASSIFICATION**

**RESIDENTIAL GROUP R-2** STORAGE GROUP S-2

### RESIDENTIAL UNIT TYPE KEY

NUMBER OF BEDROOMS (PRIMARY DEFINITION OF TYPE) -NUMBER OF BATHROOMS (SECONDARY DEFINITION OF TYPE) -FLOOR PLAN TYPE & PREVALENCE IN PROJECT\* \*PER TYPE: WHERE TYPES HAVE EQUAL NUMBERS OF DIFFERENT FLOOR PLANS, NUMBER DOES NOT NECESSARILY ALSO INDICATE PREVALENCE; 1 INDICATES MOST PREVALENT, 2 LESS PREVALENT, & SO ON

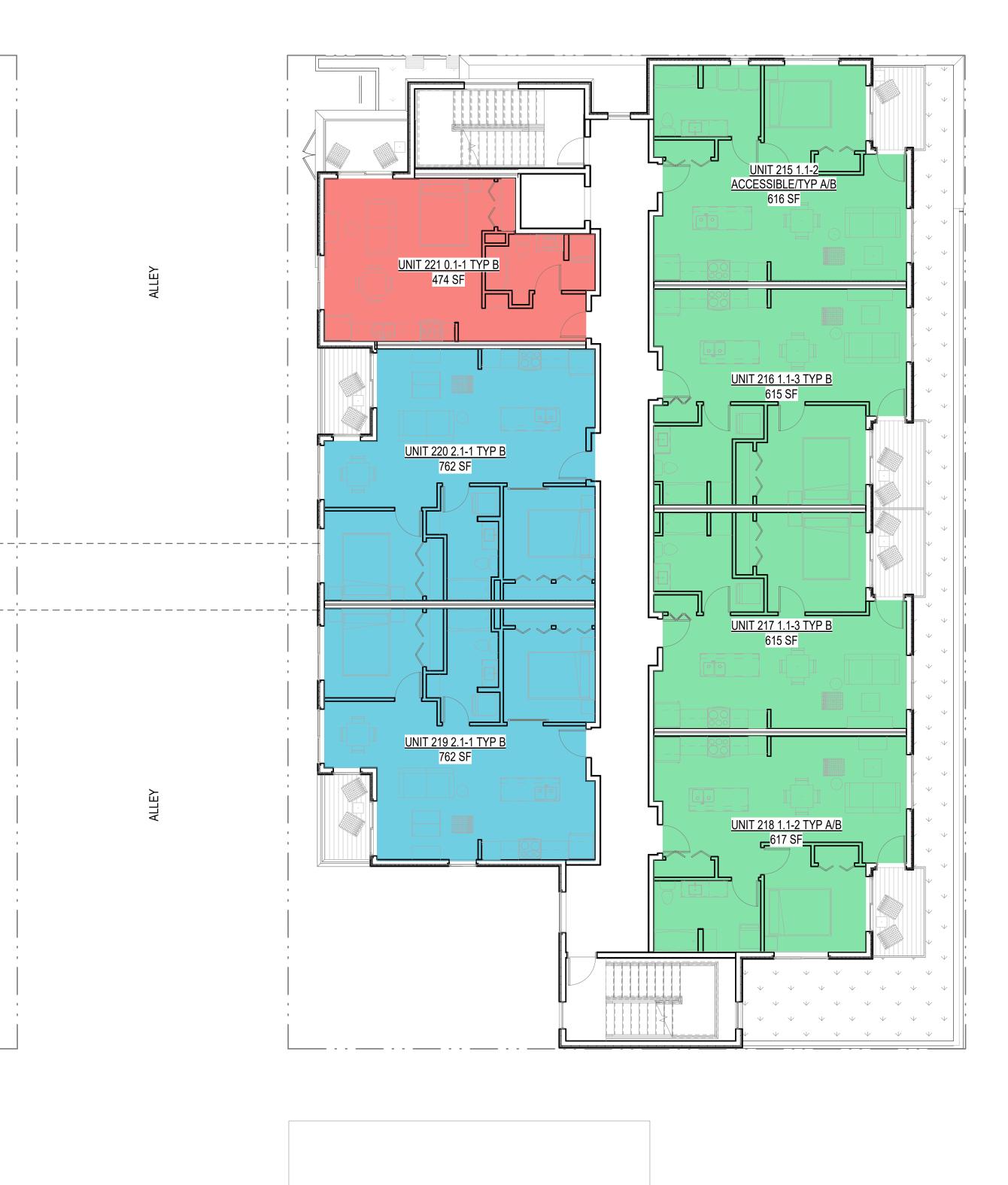




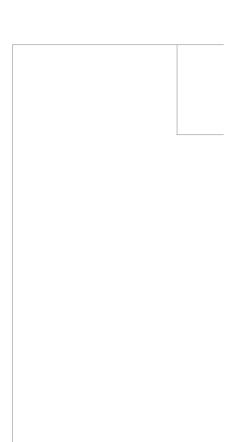
STUDIO UNITS

1.1-1 ♥ ♥ ♥

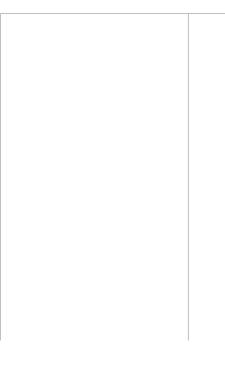
RESIDENTIAL UNIT TYPE COLOR CODE KEY

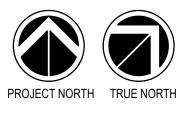












### PROPOSED THIRD FLOOR PLAN

### **USE & OCCUPANCY CLASSIFICATION**

**RESIDENTIAL GROUP R-2** STORAGE GROUP S-2

### RESIDENTIAL UNIT TYPE KEY

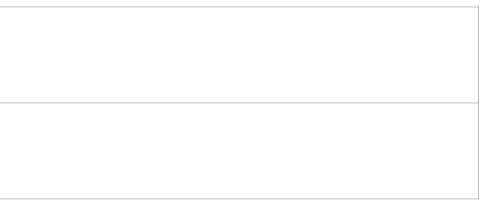
NUMBER OF BEDROOMS (PRIMARY DEFINITION OF TYPE) -NUMBER OF BATHROOMS (SECONDARY DEFINITION OF TYPE) -FLOOR PLAN TYPE & PREVALENCE IN PROJECT\* \*PER TYPE: WHERE TYPES HAVE EQUAL NUMBERS OF DIFFERENT FLOOR PLANS, NUMBER DOES NOT NECESSARILY ALSO INDICATE PREVALENCE; 1 INDICATES MOST PREVALENT, 2 LESS PREVALENT, & SO ON



1.1-1 ♥ ♥ ♥

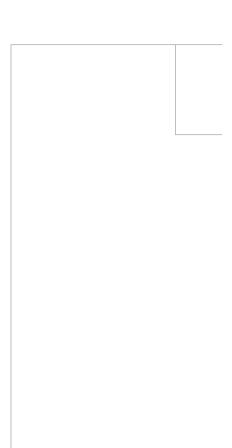
EAST FIFTH STREET

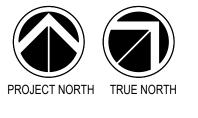




SCALE: 1/8" = 1'0" 1 2 4 8







### PROPOSED FOURTH FLOOR PLAN

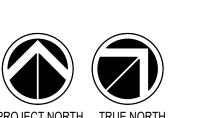
### USE & OCCUPANCY CLASSIFICATION

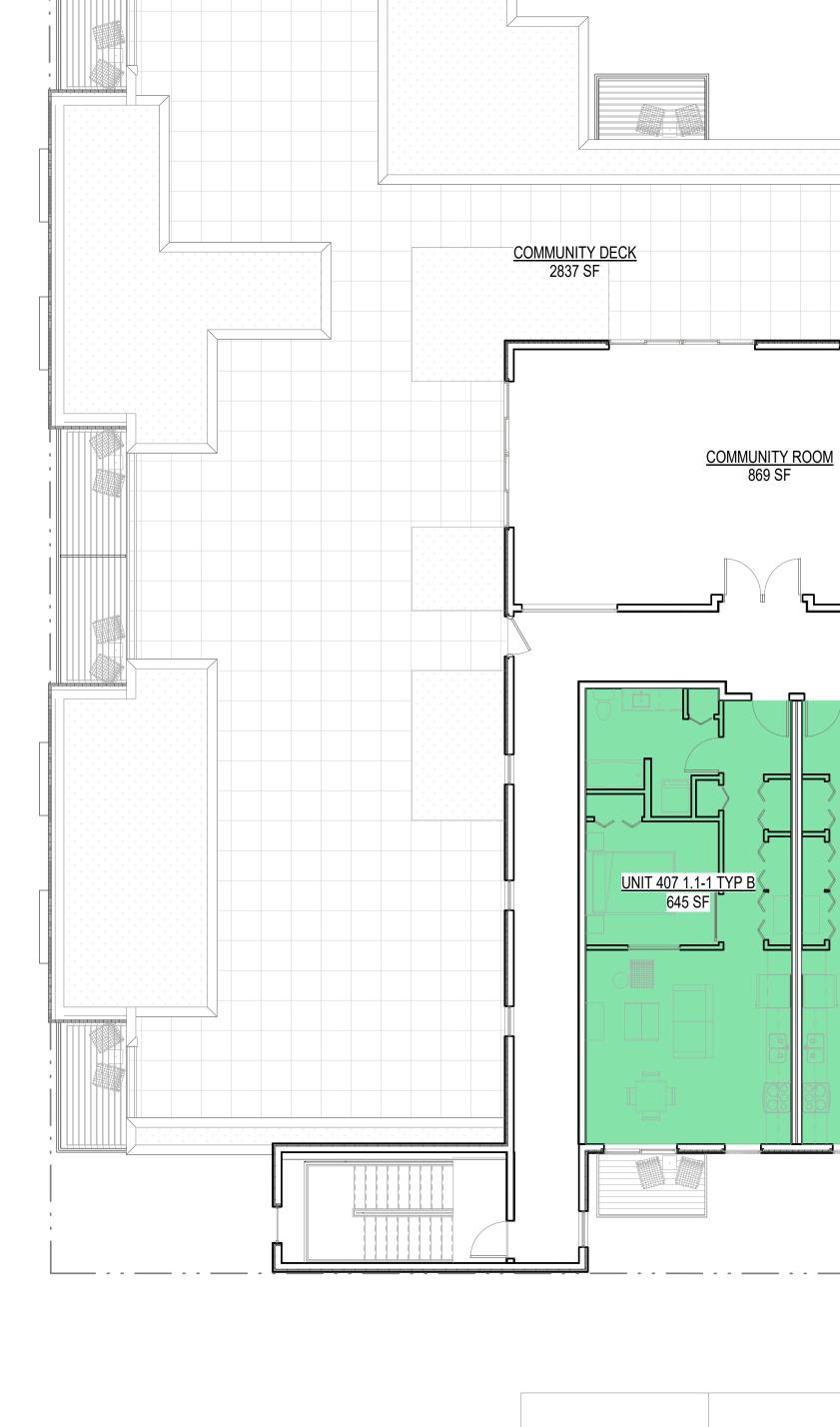
**RESIDENTIAL GROUP R-2** STORAGE GROUP S-2 ASSEMBLY GROUP A-3

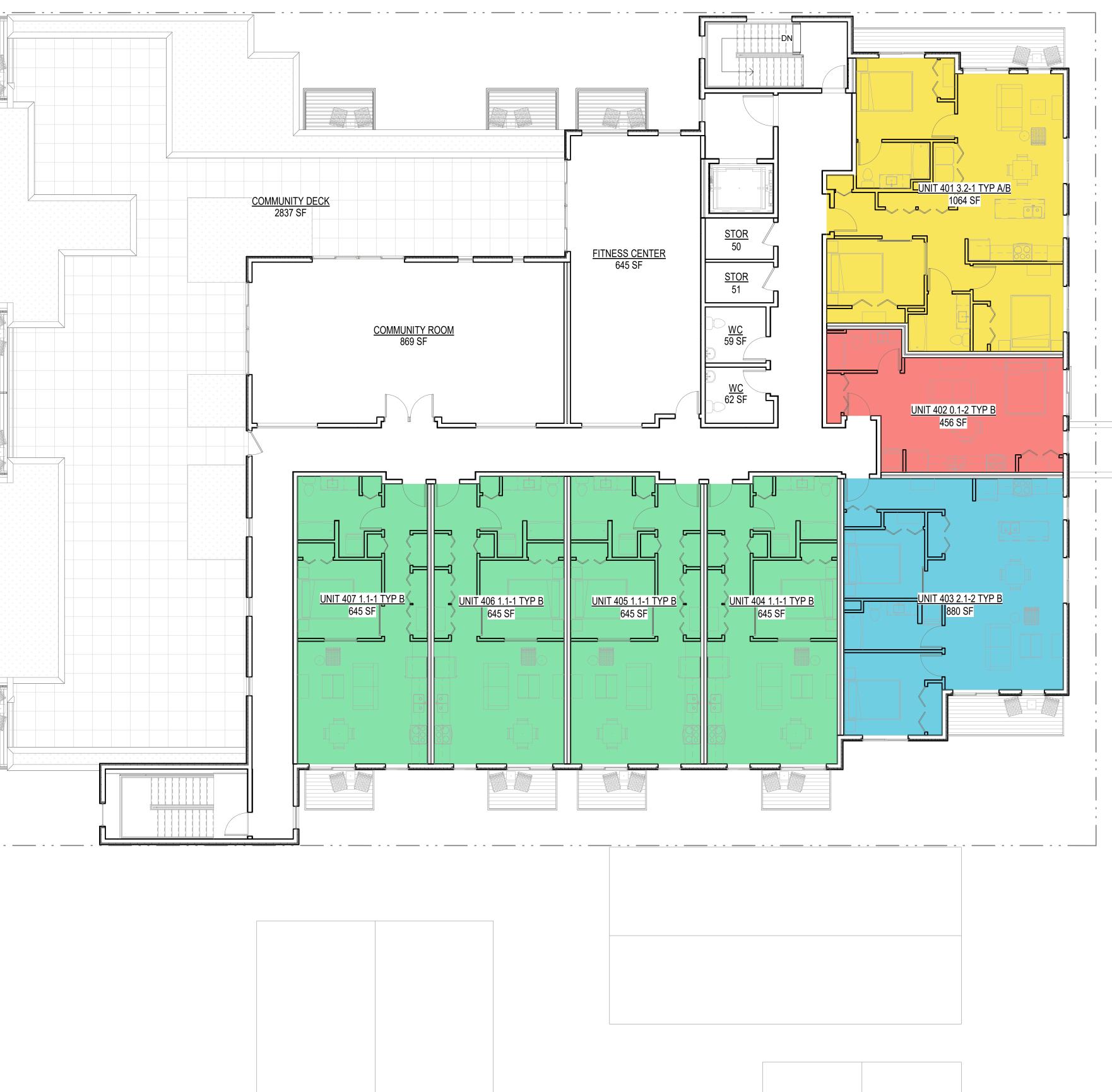
### RESIDENTIAL UNIT TYPE KEY

1.1-1 ♥ ♥ ♥ NUMBER OF BEDROOMS (PRIMARY DEFINITION OF TYPE) -NUMBER OF BATHROOMS (SECONDARY DEFINITION OF TYPE) -FLOOR PLAN TYPE & PREVALENCE IN PROJECT\* \*PER TYPE: WHERE TYPES HAVE EQUAL NUMBERS OF DIFFERENT FLOOR PLANS, NUMBER DOES NOT NECESSARILY ALSO INDICATE PREVALENCE; 1 INDICATES MOST PREVALENT, 2 LESS PREVALENT, & SO ON



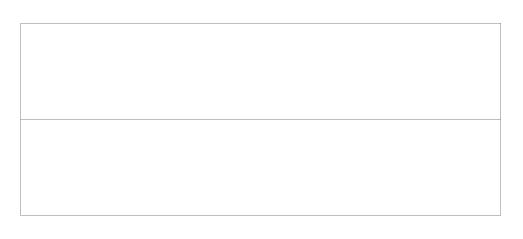






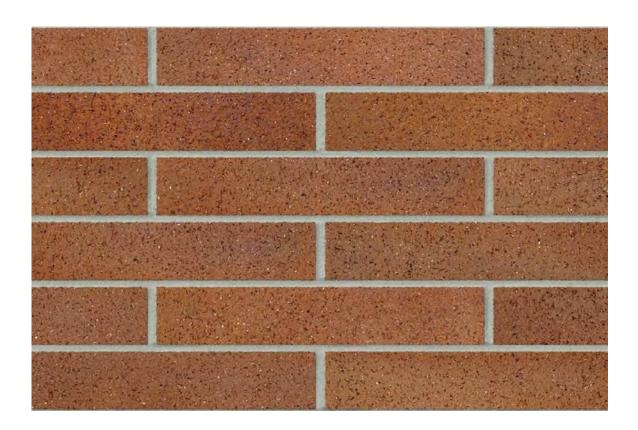
RESIDENTIAL UNIT TYPE COLOR CODE KEY





SCALE: 1/8" = 1'0" 1 2 4 8





EXTERIOR FINISH 1 (EF-1): LONG FORMAT/NORMAN/ROMAN TERRA COTTA COLOR RANGE BRICK; EXACT PRODUCT & COLOR TBD



EXTERIOR FINISH 6 (EF-6): CORRUGATED METAL, VÉRTICAL SIDING, DARK; EXACT PRODUCT & COLOR OR FINISH TBD

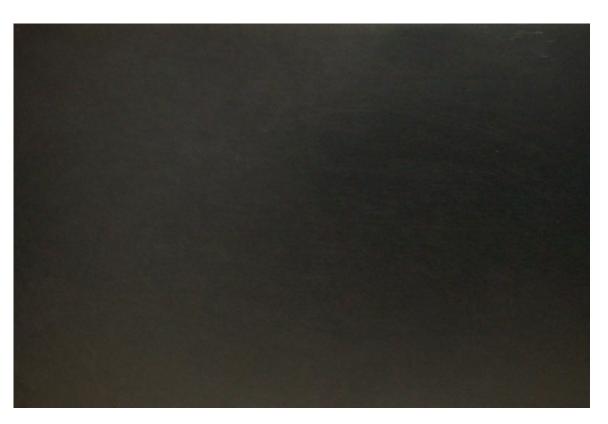


EF-9 & EF-10 MILGARD STYLELINE SERIES V250 CASEMENT WINDOW; PICTURE WINDOW SHOWN BETWEEN TWO CASEMENT WINDOWS

### PROPOSED EXTERIOR FINISHES



EXTERIOR FINISH 2 (EF-2): FIBER CEMENT PANEL, AMERICAN FIBER CEMENT CORPORATION, CEMBRIT PATINA 050 GRAPHITE



EXTERIOR FINISH 7 (EF-7): BLACKENED OR BLACK PROTECTIVE FINISH COATED METAL: STEEL, ALUMINUM, OR OTHER; EXACT TONE OF BLACK TBD & MAY VARY



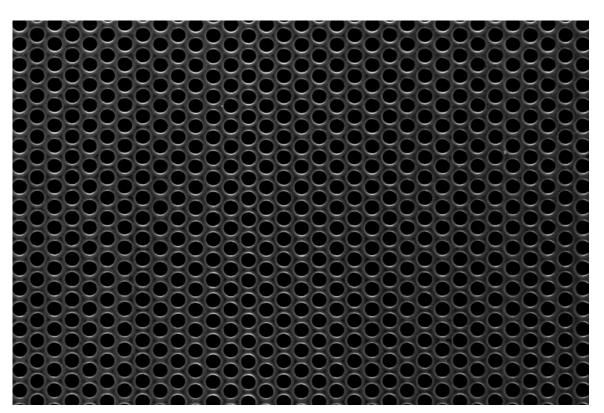
EF-9 & EF-10 MILGARD STYLELINE SERIES V250 PICTURE WINDOW







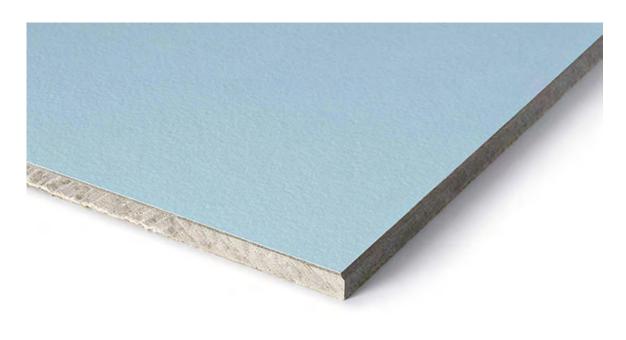
EXTERIOR FINISH 3 (EF-3): FIBER CEMENT PANEL, AMERICAN FIBER CEMENT CORPORATION, CEMBRIT PATINA 050 GRAPHITE



EXTERIOR FINISH 8 (EF-8): BLACKENED OR BLACK PROTECTIVE FINISH COATED PERFORATED METAL: STEEL, ALUMINUM, OR OTHER; EXACT TONE OF BLACK TBD & MAY VARY; SPECS OF PERFORATED METAL TBD



EF-9 & EF-10 MILGARD TRINSIC SERIES V300 PATIO [SLIDING] DOOR





EXTERIOR FINISH 9 (EF-9): MILGARD WINDOWS BLACK VINYL



TBD

EXTERIOR FINISH 4 (EF-4): FIBER CEMENT PANÈL, AMERICAN FIBER CEMENT CORPORATION, CEMBRIT COVER OSLO

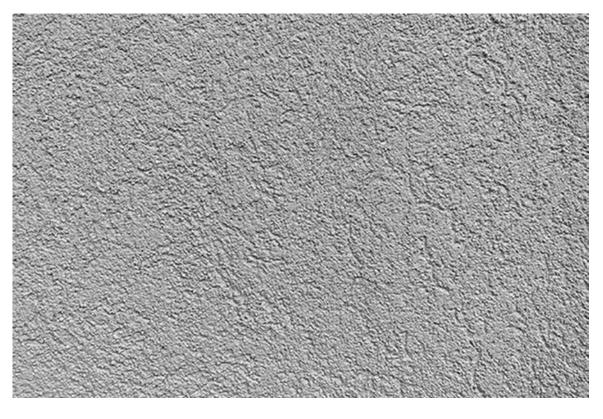
EXTERIOR FINISH 11 (EF-11): BLUE POWDER COATED METAL: STEEL OR OTHER; LIMITED TO SIGNAGE; EXACT COLOR



EXTERIOR FINISH 5 (EF-5): WEATHERED WOOD BOARD, VERTICAL; EXACT PRODUCT TBD



EXTERIOR FINISH 10 (EF-10): GLASS, SPECIFIC TYPE(S) TBD ALSO PICTURED: EF-7 & STOREFRONT WINDOW & DOOR SYSTEM & STAIRWELL & CORRIDOR WINDOW SYSTEM; EXACT PRODUCT TBD



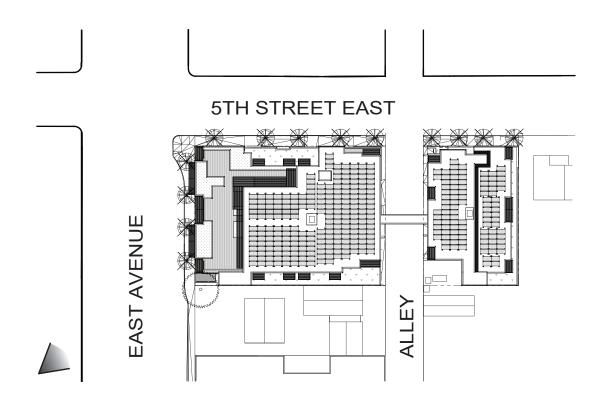
EXTERIOR FINISH 12 (EF-12): GRAY STUCCO; LIMITED TO INTERIOR LOT LINE GROUND FLOOR WALLS; EXACT PRODUCT & TONE TBD



A9.00



### PROPOSED SW CORNER VIEW



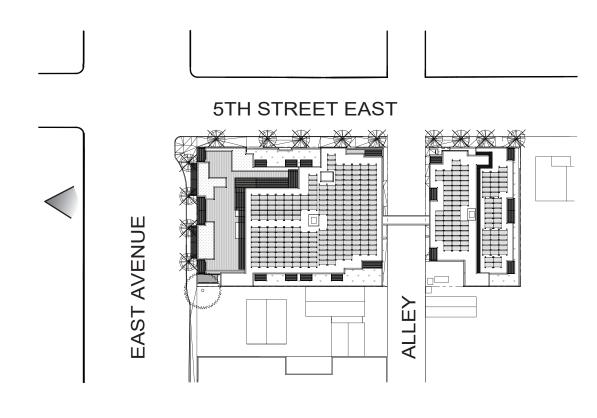
# BLUEBIRD VILLAGE

480 N. EAST AVE. KETCHUM, ID 83340





### PROPOSED EAST AVENUE FACADE



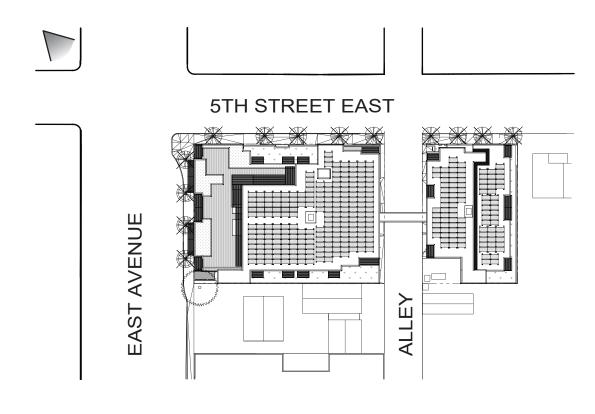


480 N. EAST AVE. KETCHUM, ID 83340





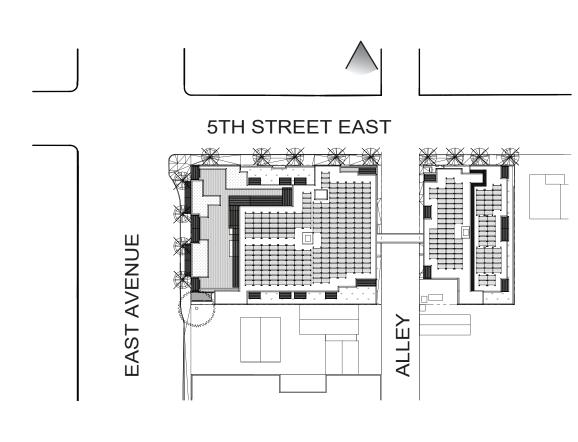
### PROPOSED NW CORNER VIEW



# BLUEBIRD VILLAGE

480 N. EAST AVE. KETCHUM, ID 83340





## PROPOSED FIFTH STREET FACADE



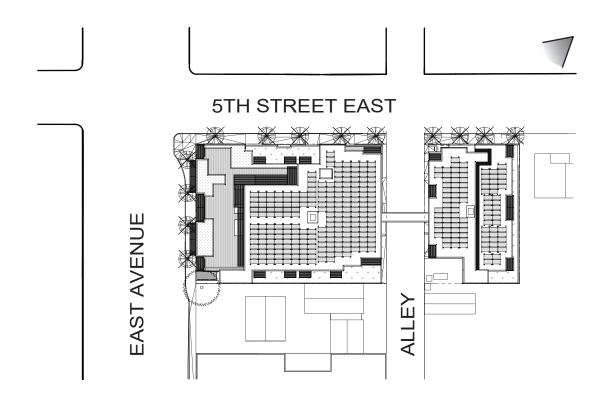
# BLUEBIRD VILLAGE

480 N. EAST AVE. KETCHUM, ID 83340





### PROPOSED NE CORNER VIEW

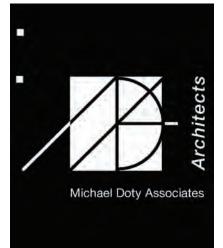


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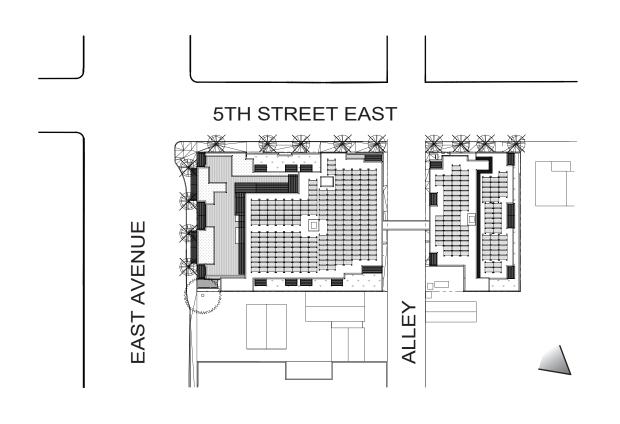
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Michael Doty Associates, Architects PC



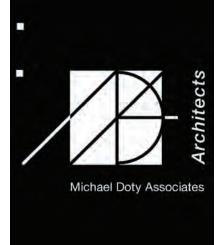




# BLUEBIRD VILLAGE

480 N. EAST AVE. KETCHUM, ID 83340





Michael Doty Associates, Architects PC

ELECTRICAL LEGEND - LIGHTING	DEVICES	ONE LINE	FIRE ALARM	ELECTRICA
REFERENCE FIXTURE SCHEDULE FOR MOUNTING TYPE, MOUNTING HEIGHT, AND FIXTURE TYPE.	SX SWITCH, TYPE AS INDICATED. +46"AFF	DELTA WYE TRANSFORMER UNO	F PULL STATION, +44" AFF WITH PRE-ALARM COVER	ABBREVIATIC
DOUBLE FACE EXIT SIGN, CEILING MOUNTED, PROVIDE UNSWITCHED	2 DOUBLE POLE 3 3-WAY 4 4-WAY	↓ <u> </u>	FIRE ALARM HORN, +84" AFF UNO	A AMPERES
CONDUCTOR. WALL MOUNTED DOUBLE FACE EXIT SIGN PROVIDE UNSWITCHED	K KEYED P PILOT LIGHT	# PANEL NAME PANEL BOARD, SEE SCHEDULE FOR TYPE AND SIZE	FIRE ALARM STROBE, +84" AFF UNO, STROBE INTENSITY INDICATED. 'C'	AC 6" ABOVE BACKSPLASH AFF ABOVE FINISHED FLOOR
CONDUCTOR. MOUNT AT +8'-0" UNO. SINGLE FACE EXIT SIGN, CEILING MOUNTED PROVIDE UNSWITCHED	D DIMMER HP HORSEPOWER RATED	VOLTAGE PHASE	FIRE ALARM HORN/STROBE +84" AFF, UNO, STROBE INTENSITY	AFG ABOVE FINISHED GRADE
CONDUCTOR.	TO THERMAL OVERLOAD LV LOW VOLTAGE OS OCCUPANCY SENSOR		INDICATED. 'C' INDICATES CEILING MOUNTED         FD       FIRE ALARM BELL, +84" AFF UNO. 'C' INDICATES CEILING MOUNTED	AF AMP FRAME AIC AMPS INTERRUPTING CAPACITY AT AMP TRIP
CONDUCTOR. MOUNT AT +8'-0" UNO.	OR LOW VOLTAGE, MOMENTARY OVERRIDE VS VACANCY SENSOR	CIRCUIT BREAKER, SIZE AND POLES INDICATED	F F FIRE ALARM CHIME, +84" AFF UNO. 'C' INDICATES CEILING MOUNTED	ATS AUTOMATIC TRANSFER SWITCH AWG AMERICAN WIRE GAUGE
1'X1' LIGHT FIXTURE.	a SUPERSCRIPT INDICATES LIGHTS TO BE SWITCHED TOGETHER	H ##A FUSE, SIZE AND TYPE INDICATED, PROVIDE FUSE FOR EACH POLE		BD BOTTOM OF DECK BS BOTTOM OF STRUCTURE
1'X1' LIGHT FIXTURE, PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.	S DUAL LEVEL SWITCHING, INSIDE AND OUTSIDE LAMPS OF FIXTURE TO BE SWITCHED SEPARATELY.		FIRE ALARM CHIME/STROBE, +84" AFF UNO, STROBE INTENSITY INDICATED. 'C' INDICATES CEILING MOUNTED	C CEILING MOUNTED C CONDUIT CB CIRCUIT BREAKER
	\$6s DUAL LEVEL SWITCHING WITH OCCUPANCY SENSOR, INSIDE AND OUTSIDE LAMPS OF FIXTURE TO BE SWITCHED SEPARATELY.	##A INTERRUPTER SWITCH, SIZE AND POLES INDICATED	SPEAKER STROBE, +84" AFF UNO. 'C' INDICATES CEILING MOUNTED	CF COMPACT FLUORESCENT CKT CIRCUIT
1'X4' LIGHT FIXTURE.	SBS OCCUPANCY SENSOR WITH MANUAL DIMMING, SET FOR 50% AUTOMATIC ON, AUTOMATIC OFF, WITH MANUAL DIMMING.	#P		CO CONDUIT ONLY, PROVIDE PULL-LINE CT CURRENT TRANSFORMER
1'X4' LIGHT FIXTURE, PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.	<ul> <li>SINGLE CONVENIENCE OUTLET, +18" AFF UNO</li> <li>FLOOR MOUNT SINGLE CONVENIENCE OUTLET</li> </ul>		FS FLOW SWITCH, PROVIDE MONITOR MODULE AS REQUIRED	CTL CONTROL DC DIRECT CURRENT
2'X4' LIGHT FIXTURE.	DUPLEX CONVENIENCE OUTLET, +18" AFF UNO	$ \begin{array}{c} \frac{\##A}{\#P} & \text{FUSED SWITCH, SIZE/POLES AND FUSE SIZE INDICATED} \\ \end{array} $	TAMPER SWITCH, PROVIDE MONITOR MODULE AS REQUIRED	(D) DEMOLITION DEMO DEMOLITION DET DETAIL
2'X4' LIGHT FIXTURE, PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.	FLOOR MOUNT DUPLEX CONVENIENCE OUTLET	$\uparrow$	PRESSURE SWITCH, PROVIDE MONITOR MODULE AS REQUIRED	DTT DOUBLE TWIN TUBE E EMERGENCY
2'X2' LIGHT FIXTURE.	EMERGENCY DUPLEX CONVENIENCE OUTLET, +18" AFF UNO	DRAW OUT CIRCUIT BREAKER, SIZE AND POLES INDICATED	FIRE SYSTEM ANNUNCIATOR, FLUSH MOUNTED +54"UNO	(E) EXISTING EC ELECTRICAL CONTRACTOR EL EMERGENCY LIGHT
2'X2' LIGHT FIXTURE, PROVIDE EMERGENCY BATTERY BACKUP	SWITCHED DUPLEX CONVENIENCE OUTLET, +18" AFF UNO	INDIVIDUAL BREAKER WITH SHUNT TRIP, SIZE AND POLES	POST INDICATOR VALVE, PROVIDE MONITOR MODULE AS REQUIRED	F FUSE (F) FUTURE
CONNECTED TO AN UNSWITCHED CONDUCTOR.	FLOOR MOUNTED SWITCHED DUPLEX CONVENIENCE OUTLET	###A	DH ELECTROMAGNETIC DOOR HOLDER	FACP FIRE ALARM CONTROL PANEL G/GND GROUND
DIRECT/INDIRECT LIGHT FIXTURE. SEE SCHEDULE FOR LENGTH.		INDIVIDUAL BREAKER, SIZE AND POLES INDICATED. NEMA 1 UNO		GFCI GROUND FAULT CIRCUIT INTERRUP GFI GROUND FAULT INTERRUPTER
DIRECT/INDIRECT LIGHT FIXTURE. SEE SCHEDULE FOR LENGTH. PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN		###A #P	MM MONITOR MODULE FIRE ALARM KNOX BOX	HH HAND HOLE HID HIGH INTENSITY DISCHARGE HOA HAND-OFF-AUTO
UNSWITCHED CONDUCTOR STRIP LIGHT FIXTURE. SEE SCHEDULE FOR LENGTH.	FOURPLEX CONVENIENCE OUTLET. +18"AFF UNO	GEP GROUND FAULT PROTECTION	FIRE ALARM CONTROL PANEL	HOA HAND-OFF-AUTO HPS HIGH PRESSURE SODIUM HVAC HEATING, VENTILATION, & AIR COND
	CONNECTION POINT TO EQUIPMENT SPECIFIED, ELECTRICAL CONTRACTOR TO SUPPLY RACEWAY AND CONDUCTORS AND MAKE		NAC EXTENDER PANEL	IG ISOLATED GROUND IPCO IDAHO POWER COMPANY
STRIP LIGHT FIXTURE. SEE SCHEDULE FOR LENGTH. PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR	FINAL CONNECTION TO EQUIPMENT UNDER THIS SECTION. UNO	TVSS       TRANSIENT VOLTAGE SURGE SUPPRESSION         LSIGR       — ADJUSTABLE BREAKER SETTINGS	ED INDICATOR LIGHT, CEILING MOUNTED UNO	J-BOX JUNCTION BOX
WALL MOUNTED LIGHT FIXTURE.	FLOOR MOUNTED CONNECTION POINT, SEE NOTE ABOVE FOR REQUIREMENTS	(PER SPECIFICATIONS): 'L'-LONG TIME	LED INDICATOR LIGHT WITH TEST SWITCH, CEILING MOUNTED UNO	KA KILOAMP KVA KILO VOLT-AMP
WALL MOUNTED LIGHT FIXTURE, PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.	<ul><li>FLOOR MOUNTED JUNCTION BOX</li><li>JUNCTION BOX</li></ul>	'S'-SHORT TIME 'I'-INSTANTANEOUS 'G'-GROUND FAULT	DUCT-MOUNTED SMOKE DETECTOR	KW KILOWATT KWH KILOWATT HOUR
RECESSED LIGHT FIXTURE	WALL MOUNTED PUSH BUTTON, MOUNT AT SWITCH HEIGHT UNO	'R'-ENERGY REDUCING MAINTENANCE SWITCH W/STATUS INDICATOR	F     SMOKE DETECTOR, CEILING MOUNTED UNO       #     H       H     HEAT	LCP LIGHTING CONTROL PANEL
RECESSED LIGHT FIXTURE. PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.	HOHC WALL MOUNTED PUSH BUTTON, HANDICAPPED MOUNT AT SWITCH HEIGHT UNO		I IONIZATION ID IN DUCT P PHOTOELECTRIC	MBR MAIN CIRCUIT BREAKER MCC MOTOR CONTROL CENTER MDP MAIN DISTRIBUTION PANEL
O ROUND LIGHT FIXTURE	WALL MOUNTED PUSH BUTTON, MOUNT AT SWITCH HEIGHT UNO	ST SHUNT TRIP COIL	R RELAY WG PROVIDE PROTECTIVE WIRE GUARD	MLO MAIN LUGS ONLY MMC MODULAR METERING CENTER MH METAL HALIDE MSB MAIN SWITCH BOARD
ROUND EMERGENCY LIGHT FIXTURE. PROVIDE EMERGENCY BATTERY	MOTOR STARTER/CONTACTOR, SIZE/POLES NEMA 1 UNO AS INDICATED	100A	BS,BR BEAM DETECTOR, SENDER & RECEIVER	MSB MAIN SWITCH BOARD MTG MOUNTING N NEUTRAL
BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.	COMBINATION STARTER AND DISCONNECT, SIZE/POLES, STARTER SIZE AS INDICATED, NEMA 1 UNO	3P DISCONNECT SWITCH, SIZE AND POLES INDICATED. NEMA 1 UNO	COMMUNICATIONS	(N) NEW NC NORMALLY CLOSED
WALL MOUNTED EMERGENCY LIGHT FIXTURE. PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.	FUSED DISCONNECT SWITCH, SIZE/POLES, FUSE SIZES AS INDICATED, NEMA 1 UNO	OVERHEAD SERVICE DROP		NEC NATIONAL ELECTRICAL CODE NIC NOT IN CONTRACT NL NIGHT LIGHT
POLE LIGHT 1 HEAD WITH POLE	NON-FUSED DISCONNECT SIZE/ POLES AS INDICATED, NEMA 1 UNO	Г ###А/ЗР	JUNCTION BOX FOR FUTURE TELEPHONE/DATA OUTLET. MOUNT AT 18" A.F.F. UNO. PROVIDE SINGLE-GANG MUD RING WITH BLANK COVER PLATE. PROVIDE 1" CONDUIT TO NEAREST ACCESSIBLE CEILING SPACE.	NO NORMALLY OPEN NTS NOT TO SCALE
TIME CLOCK	THERMOSTAT, +46" AFF PROVIDE CONDUIT, J-BOX, CONDUCTORS AS REQUIRED TO CONTROL ASSOCIATED UNITS. UNO COORDINATE WITH	GENERATOR SET, MAIN BREAKER SIZE INDICATED	#D,#T TELEPHONE/DATA OUTLET. MOUNT AT 18" A.F.F. UNO. PROVIDE 1" ▼ CONDUIT TO NEAREST ACCESSIBLE CEILING. INSTALL QUANTITY OF	OH OVERHEAD OS OCCUPANCY SENSOR
PHOTO CONTROL CELL LOCATED 12" ABOVE ROOF FACING NORTH.	DIVISION 15.  POWER POLE - DUAL CHANNEL	AUTOMATIC TRANSFER SWITCH (ATS)	DATA (#D) AND TELEPHONE (#T) CABLES INDICATED TO THE NEAREST DATA RACK. PROVIDE (2) DATA CABLES IF A CABLE QUANTITY IS NOT	P POLES PC PHOTO-CONTROL
OCCUPANCY SENSOR. PROVIDE RELAYS AND POWER PACKS AS REQUIRED	T TRANSFORMER	METER AND BASE		PVC POLYVINYL CHLORIDE PWR POWER
<ul> <li>LED DRIVER</li> <li>EMERGENCY EGRESS LIGHTING WITH OUT FIXTURE HEADS. CONNECT</li> </ul>	PANELBOARD. SEE SCHEDULE FOR TYPE.	N NEUTRAL	JUNCTION BOX WITH SINGLE-GANG MUD RING. PROVIDE 1" CONDUIT TO NEAREST ACCESSIBLE CEILING SPACE. PROVIDE BLANK COVER	RE: REFERENCE REC RECEPTACLE
	EQUIPMENT CABINET, SURFACE MOUNTED	T DRY TYPE TRANSFORMER	PLATE. #D,#T FLOOR MOUNTED TELEPHONE/DATA OUTLET. PROVIDE 1" CONDUIT TO	(R) RELOCATED
CONDUCTOR.	<u>ሐ</u> ሐ		NEAREST ACCESSIBLE CEILING. INSTALL QUANTITY OF DATA (#D) AND TELEPHONE (#T) CABLES INDICATED TO THE NEAREST DATA RACK.	TBD TO BE DETERMINED
XXX INDICATES FIXTURE TYPE. REFER TO FIXTURE SCHEDULE.			PROVIDE (2) DATA CABLES IF A CABLE QUANTITY IS NOT INDICATED. INTERCOM SYSTEM CALL BUTTON. +46" UNO.	TDR TIME DELAY RELAY TK TOE KICK TSP TWISTED SHIELDED PAIR
	$ \underbrace{ \begin{array}{c} \\ \\ \\ \\ \\ \end{array} }^{''}_{\#} \\ MECHANICAL EQUIPMENT CALL OUT $		CEILING MOUNTED SPEAKER WITH BACKBOX	TRT TRIPLE TUBE TTB TELEPHONE TERMINAL BOARD
BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR	# KITCHEN EQUIPMENT CALLOUT		WALL MOUNTED SPEAKER, WITH BACKBOX +80" UNO	(TYP.) TYPICAL UC UNDERCABINET
	·	SECURITY		UG UNDERGROUND U.N.O. UNLESS NOTED OTHERWISE
			TELEVISION OUTLET, +18" AFF UNO. PROVIDE 1-1/4" CONDUIT TO NEAREST ACCESSIBLE CEILING SPACE	V VOLT VA VOLT-AMPERE
		<ul> <li>CCTV CAMERA POWER SUPPLY</li> <li>CCTV SYSTEM POWER SUPPLY</li> </ul>	CEILING MOUNTED TELEVISION OUTLET	W WATT WG WIRE GUARD
CIRCUITING	G SYMBOLS	ADJUSTABLE CAMERA (PAN/TILT/ZOOM)	TTB TELEPHONE TERMINAL BOARD	WP WEATHER PROOF/NEMA 3R PROVIDED/ PROVIDE AND INSTALL / PRO
DESIGNATES CIRCUIT ON	CURRENT CARRYING		CT-XX CABLE TRAY, 4" DEEP, WIRE BASKET STYLE, 'XX' INDICATES WIDTH PROVIDE ALL FITTINGS AND SUPPORT HARDWARE REQUIRED	PROVIDE BY INSTALLED BY / PROVIDE AND INSTALLED/
	CONDUCTORS			INSTALL NOTE: THIS IS A STANDARD LIST OF
CEILING OR WALL. MAINTAIN CONDUIT AND CONDUCTOR SIZE	GROUNDING CONDUCTOR	ADJUSTABLE CAMERA (PAN/TILT/ZOOM) IN OUTDOOR HOUSING		ELECTRICAL ABBREVIATIONS ABBREVIATIONS SHOWN ABC
THROUGHOUT ENTIRE CIRCUIT.		CCTV OUTLET, +18" UNO		USED IN THIS DRAWING PACH
				L

 $\langle \! \circ \! \rangle$ 

К

HM TOU

CR CARD READER

CEILING MOUNTED CCTV OUTLET

MUDRING WITH VENDOR

CEILING MOUNTED MOTION SENSOR

PANIC BUTTON - MOUNTED UNDER COUNTER

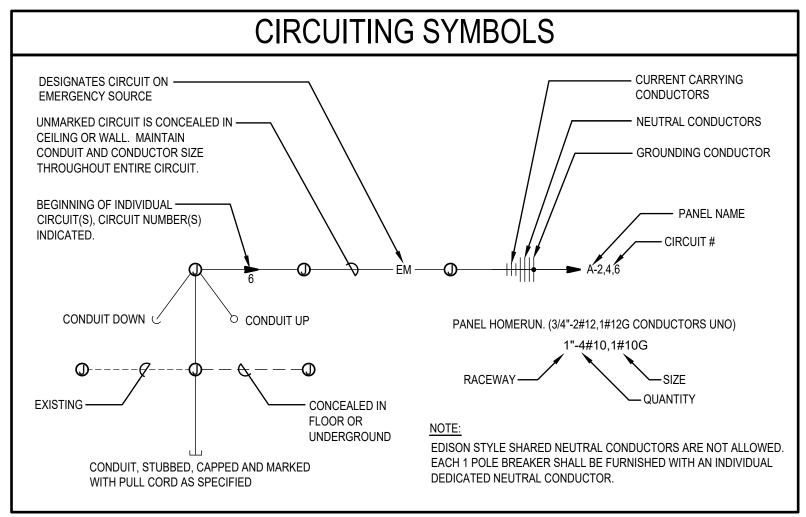
SECURITY SYSTEM KEYPAD CONTROLLER COORDINATE BOX SIZE AND

WALL MOUNTED MOTION SENSOR, MOUNTING HEIGHT INDICATED

OF THE SYMBOLS SHOWN MAY NOT HAVE BEEN USED IN THIS DRAWING

PACKAGE.

NOTE: THIS IS A STANDARD LIST OF COMMONLY USED ELECTRICAL SYMBOLS. SOME



## ELECTRICAL BREVIATIONS 'E BACKSPLASH FINISHED FLOOR INISHED GRADE TERRUPTING CAPACITY IATIC TRANSFER SWITCH CAN WIRE GAUGE M OF DECK M OF STRUCTURE CT FLUORESCENT ONLY, PROVIDE PULL-LINE T TRANSFORMER ICAL CONTRACTOR ENCY LIGHT ARM CONTROL PANEL D FAULT CIRCUIT INTERRUPTER D FAULT INTERRUPTER ole Tensity discharge FF-auto Ressure sodium

, VENTILATION, & AIR CONDITIONING ED GROUND POWER COMPANY

S NOTED OTHERWISE

ER PROOF/NEMA 3R PROVIDE AND INSTALL / PROVIDED AND INSTALLED BY / PROVIDE AND INSTALL

HIS IS A STANDARD LIST OF COMMONLY USED ELECTRICAL ABBREVIATIONS. SOME OF THE ABBREVIATIONS SHOWN ABOVE MAY NOT BE USED IN THIS DRAWING PACKAGE.

### ELECTRICAL GENERAL NOTES A. THESE ELECTRICAL DRAWINGS ARE DIAGRAMMATIC IN NATURE; THEREFORE, THE ELECTRICAL CONTRACTOR SHALL COORDINATE ALL ELECTRICAL EQUIPMENT AND DEVICE LOCATIONS WITH ARCHITECTURAL, MECHANICAL, AND PLUMBING DIVISIONS PRIOR TO ROUGH-IN. REFER TO AND COORDINATE

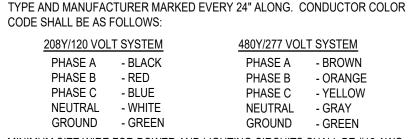
- WITH ARCHITECTURAL, MECHANICAL, AND PLUMBING DRAWINGS FOR ADDITIONAL WORK THAT IS REQUIRED BY THE ELECTRICAL CONTRACTOR. B. ALL CONDUIT AND JUNCTION BOXES ARE TO BE CONCEALED UNLESS LOCATED
- WITHIN DEDICATED ELECTRICAL OR MECHANICAL ROOMS. USE OF SURFACE MOUNTED RACEWAYS IN ALL OTHER SPACES MUST BE APPROVED BY THE ARCHITECT FOR EACH LOCATION. WHERE SURFACE RACEWAYS ARE APPROVED, UTILIZE WIREMOLD, OR APPROVED EQUAL, SURFACE MOUNTED RACEWAYS PAINTED TO MATCH SURROUNDING WALLS.
- REFER TO ARCHITECTURAL ELEVATIONS FOR OUTLET HEIGHTS WHERE THE SPECIFIC OUTLET HEIGHT IS NOT INDICATED. REFER TO THE ELECTRICAL LEGEND FOR THE DEFAULT OUTLET HEIGHT WHEN NOT INDICATED ON ELEVATIONS OR ON AT THE DEVICES.
- D. PROVIDE PULL-LINE IN ALL EMPTY CONDUITS.
- E. TERMINATE ALL LOW-VOLTAGE CONDUITS WITH INSULATED THROAT BUSHING. MECHANICAL EQUIPMENT INDICATED IS SHOWN IN AN APPROXIMATE LOCATION. COORDINATE EXACT LOCATION WITH MECHANICAL CONTRACTOR PRIOR TO ROUGH-IN.
- G. ALL NON-LOCKING, 120-V, 15 AND 20-AMP RECEPTACLES SHALL BE LISTED TAMPER-RESISTENT RECEPTACLES PER NEC 406.12
- FIRE ALARM: H. INSTALL PLENUM RATED FIRE ALARM CONDUCTORS FROM ALL FIRE ALARM DEVICES INDICATED TO THE FIRE ALARM CONTROL PANEL OR NAC EXTENDER PANEL(S) AS REQUIRED. STUB 3/4" CONDUIT FROM DEVICE TO VOID ABOVE CEILING. PROVIDE NAC EXTENDER PANELS (QUANTITY AS REQUIRED) IN LOCATIONS INDICATED AND CIRCUITING AS REQUIRED FOR A COMPLETE INSTALLATION. CIRCUIT THE FIRE ALARM NOTIFICATION AND INITIATION DEVICES PER THE ELECTRICAL SPECIFICATIONS. FURNISH AND INSTALL ALL
- APPURTENANCES AND PROGRAMMING REQUIRED FOR A COMPLETE AND OPERATIONAL SYSTEM. REFER TO ELECTRICAL FIRE ALARM SPECIFICATIONS FOR SYSTEM REQUIREMENTS AND SUBMITTAL PROCEDURES. SITE:
- CONTRACTOR SHALL COORDINATE WITH AN UNDERGROUND LOCATING SERVICE PRIOR TO COMMENCING WORK. SEE CIVIL DRAWINGS FOR ADDITIONAL SITE INFORMATION. COORDINATE WITH OTHER SITE DISCIPLINES. I. SITE LIGHTING AND UTILITY EQUIPMENT SHOWN IN APPROXIMATE LOCATION. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS, PROPERTY LINES, AND
- UTILITY COMPANIES PRIOR TO ROUGH-IN. K. REFER TO POLE BASE DETAIL FOR SITE LIGHTING POLE BASE REQUIREMENTS. ROUTE CONDUITS IN COMMON TRENCH WHERE POSSIBLE REFER TO TRENCHING DETAIL.
- DEMO: M. THE ELECTRICAL DEMOLITION DRAWING(S) PROVIDED ARE INTENDED TO ASSIST THE ELECTRICAL CONTRACTOR IN ESTABLISHING AREAS REQUIRING DISCONNECTION, REMOVAL, OR RELOCATION OF ELECTRICAL EQUIPMENT, OUTLETS, WIRING, DEVICES, FIXTURES, ETC. AND MAY NOT INDICATE ALL DEVICES OR THE FULL EXTENT OF DEMOLITION AND RECONNECTION WHICH

MAY BE REQUIRED. THE ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE AND THOROUGHLY EXAMINE ALL REQUIRED DEMOLITION WORK AND INCLUDE ALL LABOR AND INCIDENTALS THAT WILL BE NECESSARY TO PERFORM DEMOLITION RECONNECTION AND TEMPORARY POWER CONNECTIONS IN THE BID.

N. ALL ELECTRICAL DEVICES AND WALLS INDICATED ON THE ELECTRICAL DEMOLITION DRAWING(S) ARE TO REMAIN UNLESS OTHERWISE NOTED.

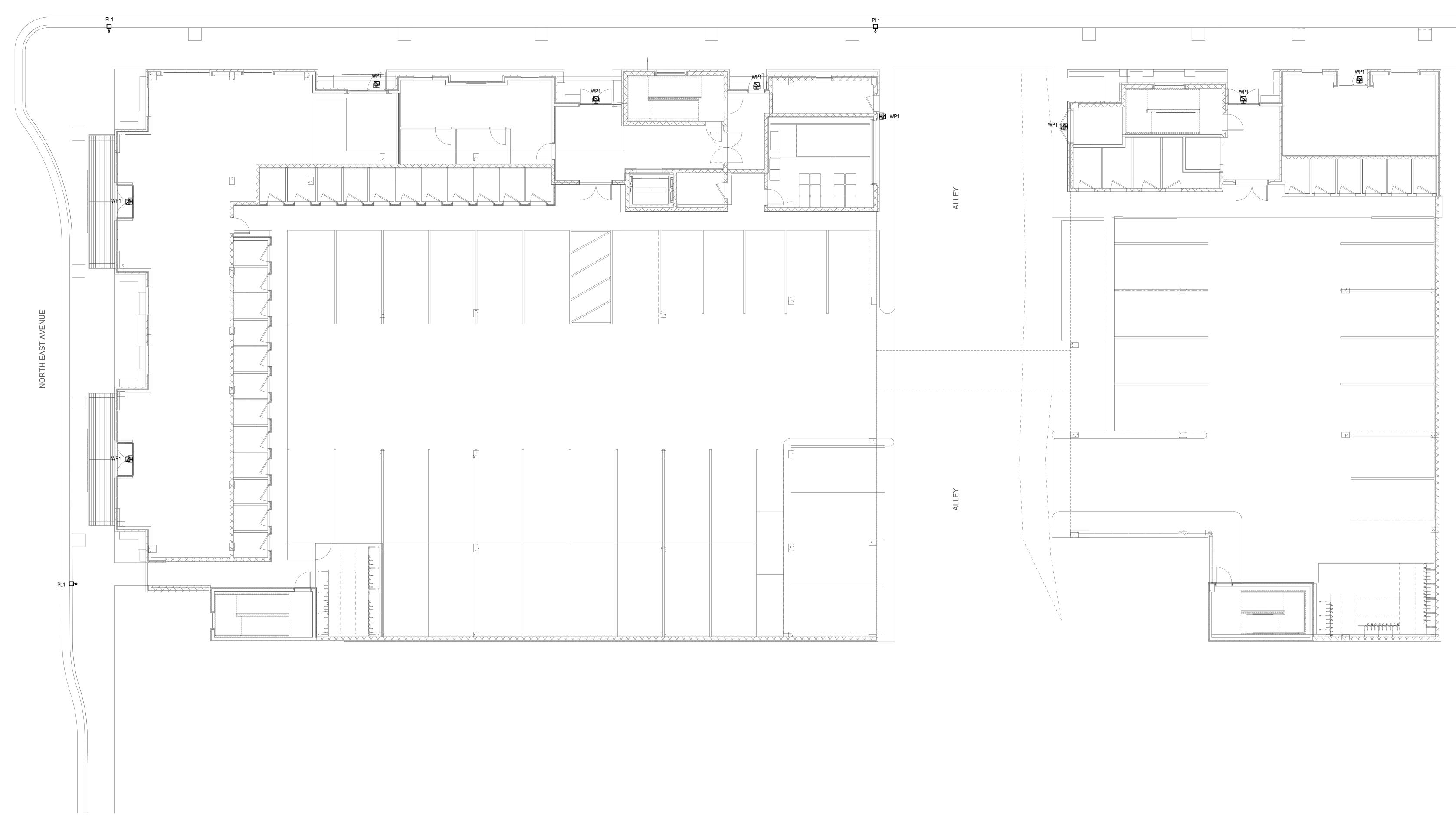
## ELECTRICAL SPECIFICATIONS

- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE LOCALLY ADOPTED ELECTRICAL CODE, ALL LOCAL CODES, AND TO THE FULL ACCEPTANCE OF THE AUTHORITY HAVING JURISDICTION.
- . OBTAIN ALL PERMITS, COORDINATE, FURNISH, INSTALL, CONNECT AND TEST ALL ELECTRICAL EQUIPMENT REQUIRED FOR ALL THE SYSTEMS INSTALLED UNDER THIS CONTRACT TO INSURE COMPLETE AND FULLY OPERATIONAL SYSTEMS.
- CONTRACTOR SHALL MAINTAIN A COMPLETE SET OF AS-BUILT DRAWINGS. AS-BUILT SET OF DRAWINGS SHALL BE UPDATED DAILY AND SHALL DOCUMENT THE ACTUAL INSTALLED CONDITION OF THE ENTIRE ELECTRICAL INSTALLATION. AS-BUILT SET OF DRAWINGS SHALL BE AVAILABLE AT ALL TIMES ON THE SITE FOR INSPECTION BY CODE OFFICIALS, OWNER, ARCHITECT, AND ENGINEER.
- . PROTECT ALL EXISTING WORK FROM DAMAGE DURING CONSTRUCTION.
- DESIGN IS BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS TO DETERMINE STATUS OF ACTUAL CONDITIONS AS THEY RELATE TO THE SCOPE OF WORK AS SHOWN ON THESE PLANS.
- F. COORDINATE ALL ELECTRICAL WORK WITH ALL OTHER TRADES.
- COORDINATE EXACT LOCATION AND MOUNTING HEIGHTS OF ALL ELECTRICAL EQUIPMENT AND DEVICES WITH THE ARCHITECTURAL ELEVATIONS AND DETAILS PRIOR TO ROUGH-IN.
- . DEMOLITION WORK IS A PART OF THIS PROJECT. SEE DRAWINGS FOR EXISTING ELECTRICAL DEVICES TO BE REMOVED. REMOVE ASSOCIATED BOXES, RACEWAYS AND CONDUCTORS BACK TO SOURCE, AND MAKE SAFE.
- ALL MATERIALS AND EQUIPMENT FURNISHED TO THE PROJECT SHALL BE NEW AND SHALL BEAR THE LISTING LABEL OF A NATIONALLY RECOGNIZED TESTING LAB AS DEFINED BY OSHA.
- ALL ELECTRICAL DEVICES AND TERMINALS SHALL BE RATED 75°C MINIMUM. K. ALL CONDUCTORS SHALL BE STRANDED COPPER, 600 VOLT RATED. INSULATION TYPE SHALL BE THHN/THWN, FULLY COLOR CODED WITH GAUGE,



- MINIMUM SIZE WIRE FOR POWER AND LIGHTING CIRCUITS SHALL BE #12 AWG. ALL POWER AND LIGHTING CONDUCTORS SHALL BE ROUTED IN 3/4" CONDUIT MINIMUM.
- M. EMT OR MC TYPE CABLE IS ALLOWED WHEN CONCEALED IN INTERIOR SPACES. MC TYPE CABLE IS NOT ALLOWED FOR HOMERUNS.
- N. MAKE ALL CONNECTIONS TO EQUIPMENT PER MANUFACTURER'S REQUIREMENTS.
- O. ALL EQUIPMENT, SWITCHING DEVICES AND PANELS SHALL BE MOUNTED SO AS TO BE ACCESSIBLE AND SHALL BE MOUNTED PLUMB AND SQUARE WITH WALLS.
- P. DEVICES AND RACEWAYS PENETRATING FIRE RATED WALLS AND FLOORS SHALL BE SEALED WITH FIRE RESISTIVE MATERIAL, COMPATIBLE WITH CONSTRUCTION PENETRATED, TO MAINTAIN RATING OF THE WALL. SEALANT SYSTEM SHALL BE A U.L. APPROVED SYSTEM AND INSTALLED PER MANUFACTURER'S INSTRUCTIONS.
- Q. FURNISH AND INSTALL PULL CORD IN ALL EMPTY CONDUITS.
- R. ALL JUNCTION BOX COVERS WITH POWER WIRING SHALL HAVE THE PANEL AND CIRCUIT LABELED ON THE OUTSIDE SURFACE. ALL LABELS FOR EXPOSED JUNCTION BOXES IN "FINISHED AREAS" SHALL BE LABELED UTILIZING SELF ADHESIVE LABELS PRODUCED BY A MECHANICAL LABELING MACHINE. LABELS FOR JUNCTION BOX COVERS IN CONCEALED LOCATIONS SHALL CONSIST OF THE INFORMATION BEING NEATLY HANDWRITTEN ON THE OUTSIDE SURFACE OF THE COVER WITH A PERMANENT STYLE MARKER.
- S. CLEARLY LABEL ALL ACCESSIBLE CONDUIT STUBS WITH SYSTEM NAME AND LOCATION (ROOM NUMBER) WHERE THE OTHER END OF THE CONDUIT TERMINATES. USE INDELIBLE INK. THE LABELS SHALL BE LOCATED ON THE CONDUIT IN A POSITION THAT CAN BE EASILY READ.
- . ALL 1 POLE BREAKER CIRCUITS SHALL HAVE AN INDEPENDENT NEUTRAL CONDUCTOR. NO EDISON STYLE SHARED NEUTRAL CONDUCTORS ARE ALLOWED.
- ALL CONDUCTORS IN ELECTRICAL PANELS, CABINETS AND EQUIPMENT SHALL BE NEATLY TRAINED AND LACED.
- V. THE CONTRACTOR SHALL PROVIDE UPDATED CIRCUIT PANEL DIRECTORIES FOR ALL PANELS. DIRECTORIES SHALL BE TYPED.
- W. PROVIDE ELECTRICAL SUBMITTALS FOR EQUIPMENT SHOWN AS REQUIRED BY DIVISION 1 SPECIFICATIONS.
- . ELECTRICAL CONTRACTOR SHALL OBTAIN THE AVAILABLE FAULT CURRENT VALUE FROM THE LOCAL UTILITY OR THE ONE-LINE DIAGRAM AND LABEL THE MAIN BREAKER WITH THAT VALUE.
- SWITCH AND RECEPTACLE LABELING: IDENTIFY PANELBOARD AND CIRCUIT NUMBER FROM WHICH DEVICES ARE SERVED. USE MACHINE PRINTED LABEL AND 1/8" TEXT. INSTALL ON THE OUTSIDE OF THE FACEPLATE FOR RECEPTACLES AND INSIDE THE FACEPLATE FOR SWITCHES.

DATE
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ON NOT
MUSGROVEENGINEERING, P.A.ENGINEERING, P.A.234 S. Whisperwood Way645 w. 25TH St.Boise, Idaho 83709Idaho Falls, Idaho 83402208.384.0585208.384.0585208.384.0585208.384.0585208.384.0585CVER 40 YEARS OF EXCELLENCE
BLUEBIRD VILLAGE 480 N. EAST AVE. KETCHUM, ID 83340
PROJECT 20-523 DRAWN RM CHECKED TM DATE 07/01/21 SCALE NOTED ON PLANS SHEET EO.OO

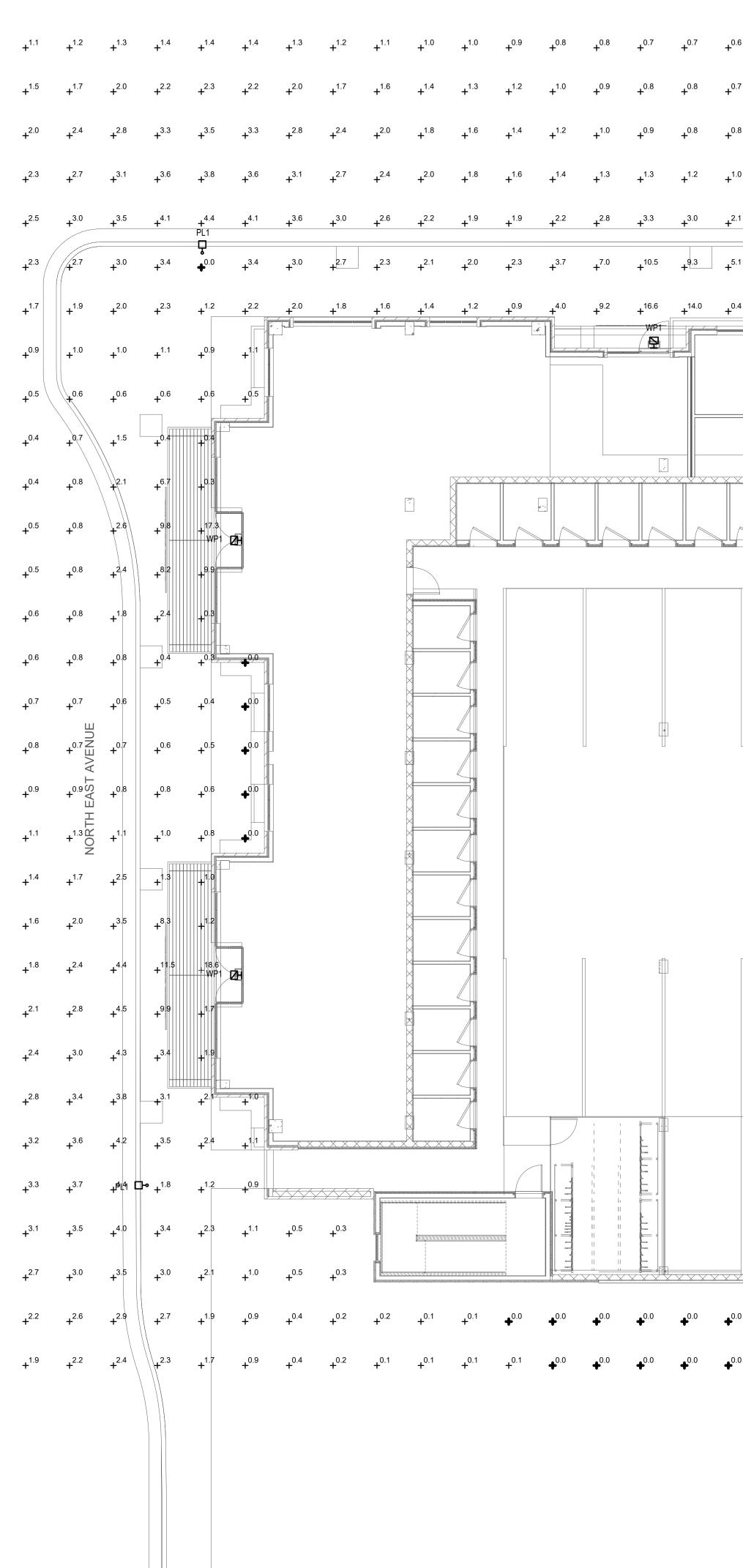


ELECTRICAL SITE PLAN



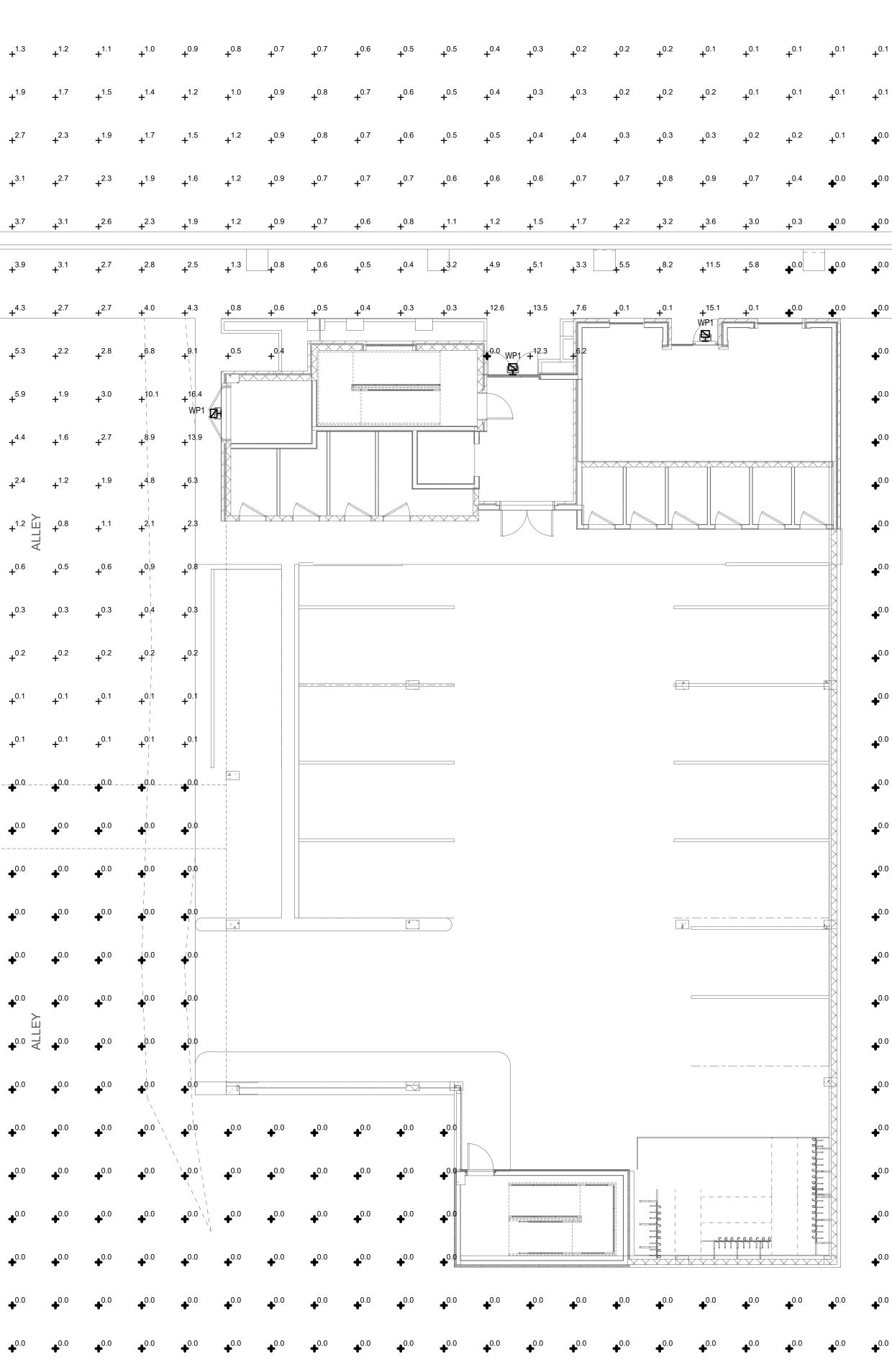
SCALE: 1/8"=1'-0"

DATE
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MUSGROVE         ENGINEERING, P.A.         ENGINEERING, P.A.         234 S. Whisperwood Way       645 w. 25TH St.         234 S. Whisperwood Way       645 w. 25TH St.         Boise, Idaho 83709       Idaho Falls, Idaho 83402         208.384.0585       208.523.2862         musgrovepa.com       OVER 40 YEARS OF EXCELLENCE
BLUEBIRD VILLAGE 480 N. EAST AVE. KETCHUM, ID 83340



### ELECTRICAL SITE PHOTOMETRIC PLAN

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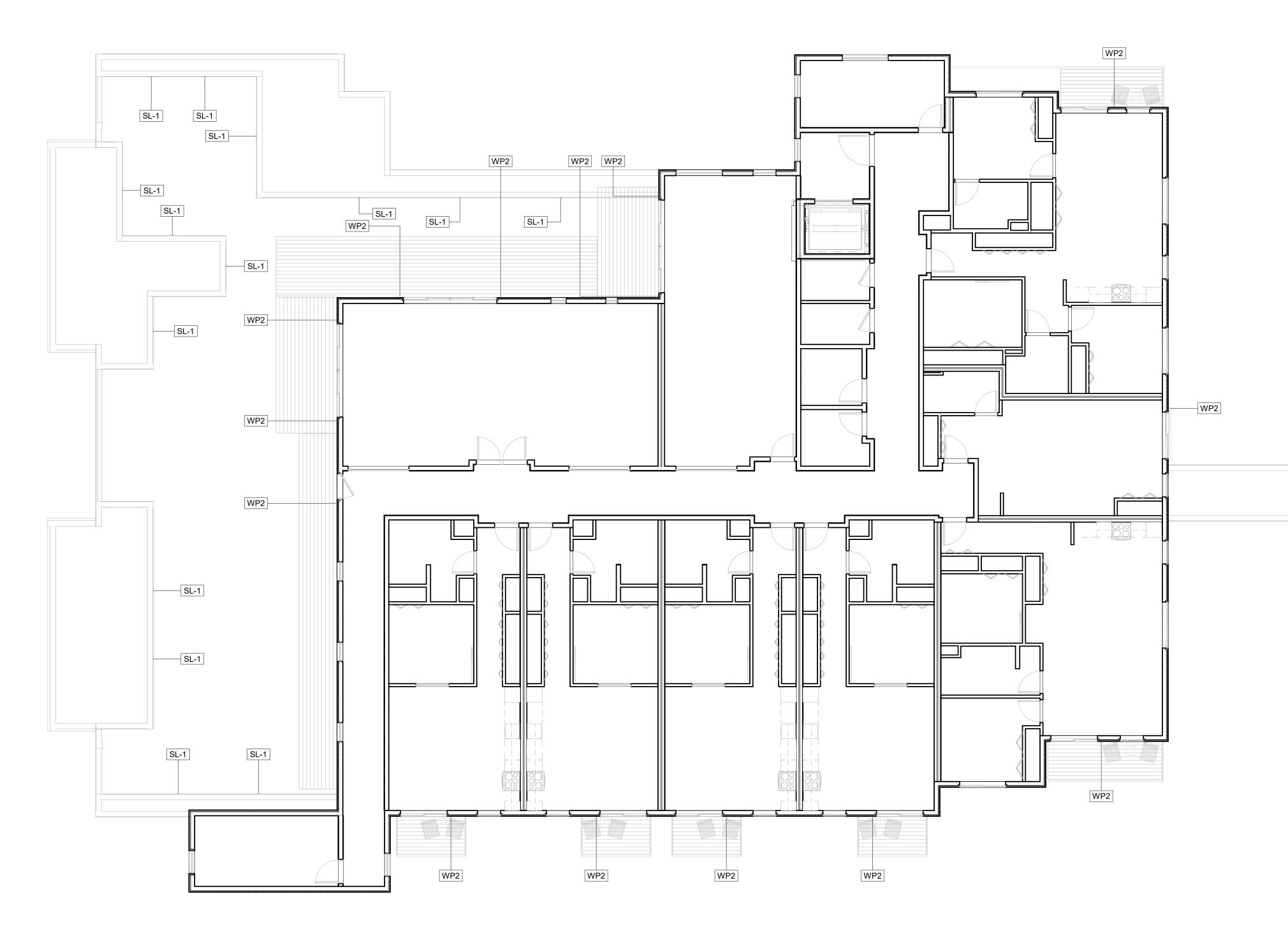


SCALE: 1/8"=1'-0"

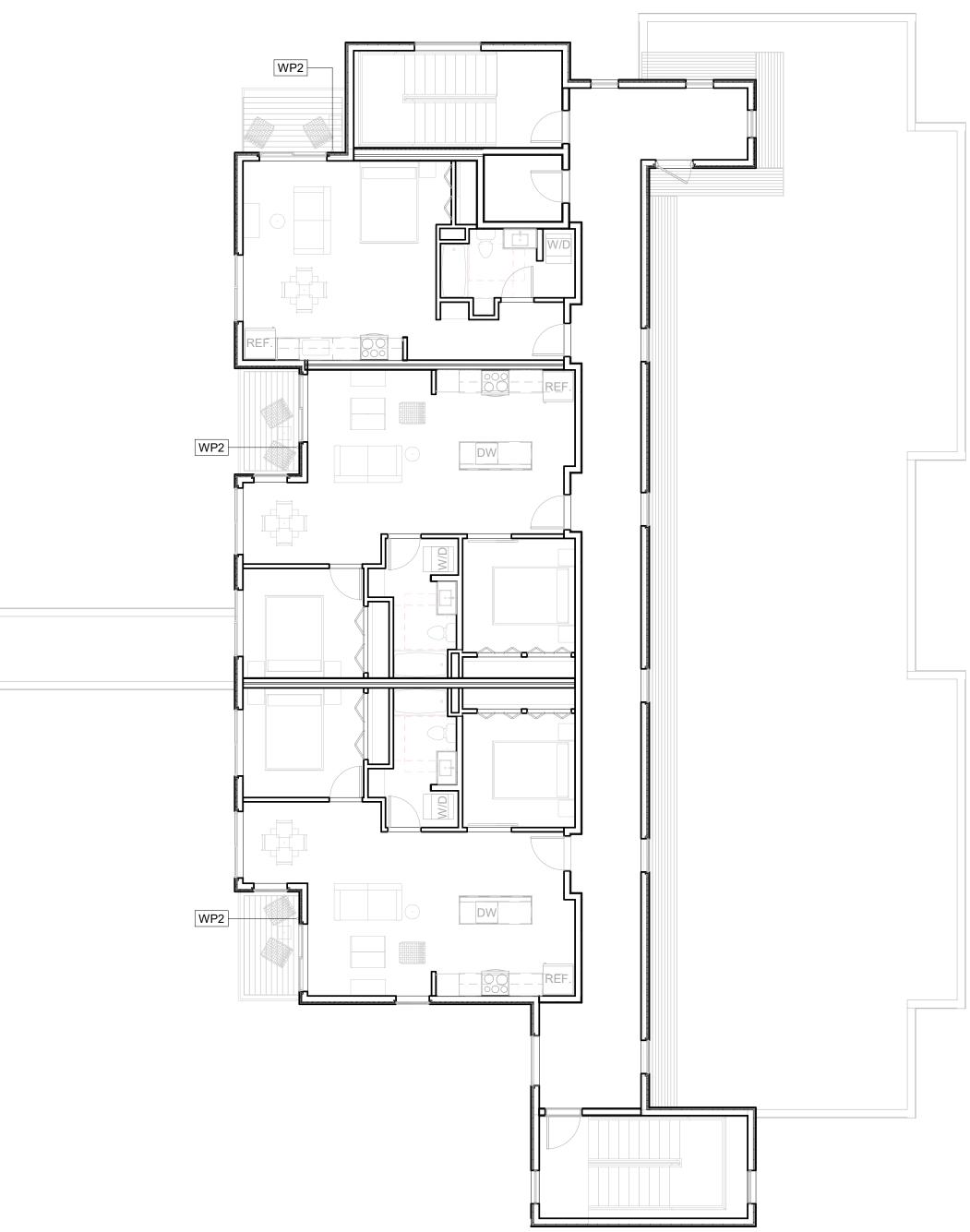
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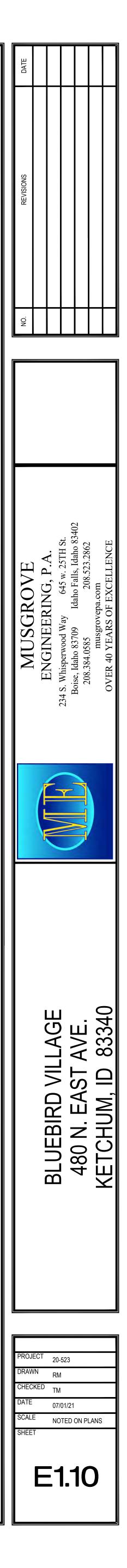
BLUEBIRD 480 N. EA KETCHUM,



### 4TH FLOOR EXTERIOR LIGHTING PLAN



S C A L E : 1/8"=1'-0"



TYPE	DESCRIPTION	MTG.	LAMPS	WATTS	MFG. & CATALOG NUMBER	OR EQUAL BY	NOTES
-	STREET LIGHT, INOVUS DESIGN SERIES ON	POLE		80W LED	INOVUS, LED ROADWAY LIGHTING		
PL1	GRID 25 FT POLE, MAST ARM, LED TYPE II	MOUNTED	80W	9430 LUMENS	POLE:GSP-01-208-PX; MAST ARM:MA-06-S-12-BK		1
	FIXTURE	+25'-0" AFF		3000K	FIXTURE:NXT-48M-0-*-2ES-525-BK-4-UL-X-2H-**		- A
1.5	STEP LIGHT, RECESSED IN CONCRETE	RECESSED		5.9W	BEGA		
SL1		IN WALL	5.9W	340 LUMENS	33054-K27-BLK		1
	the state of the s			2700K			
-	WALL MOUNTED, PROVIDE WITH OPTION 'E20WC'	WALL		25W LED	LITHONIA NO.		
WP1	WHERE EMERGENCY IS INDICATED	MOUNTED	25W	3200 LUMENS	WST LED-P2-27K-VW-MVOLT-E20WC-DDBXD		1
				2700K			
	PATIO WALL SCONCE, DOWNLIGHT ONLY	WALL	1	10W LED	EATON		
WP2	and the restored and the control of a control	MOUNTED	10W	746 LUMENS	9002-W1-RW-LED 2790-F-**-L1-UNV-WRS		1
			1.1.1	2700K			
GHTING FIX	TURE SCHEDULE NOTES:				The second state and the second state of the second states.		
	1 SUBSTITUTIONS WILL BE ALLOWED IF SUBMITTED	PRIOR TO BID I	DATE BY TH	E GREATER OF	: 7 BUSINESS DAYS OR THE TIME PERIOD SPECIFIED	BY	
	DIVISION 1 SPECIFICATIONS AND IF DEEMED FOU	AL BY THE ENG	SINEER, TH	E CONTRACTOR	R IS RESPONSIBLE FOR ENSURING SUBSTITUTED FIX	TURES	

#### Project Tvpe Notes PERFORMANCE PER LINEAR FOOT AT 3500K NOMINAL LUMEN INPUT WATTS\* EFFICACY SHIELDING I/D UPLIGHT DOWNLIGHT 400 lm/ft 400 lm/ft 6.78 W/ft 118 lm/W 0.25G/0.25G Flush Spotless Lens - down SurroundLite Asy. up 400 lm/ft 400 lm/ft 7.13 W/ft 112 lm/W SO/0.25G Glo Lens - up Glo lens - down 400 lm/ft 1000 lm/ft 12.04 W/ft 116 lm/ft 0.25G/0.25G SO Spotless Lens SurroundLite Asy. Glo Lens 400 lm/ft 1000 lm/ft 12.4 W/ft 113 lm/ft SO/0.25G ( 1100 lm/ft 400 lm/ft 12.5 W/ft 131 lm/W 0.25G/0.25G 1100 lm/ft 400 lm/ft 13.43 W/ft 112 lm/W SO/0.25G 1100 lm/ft 1100 lm/ft 17.48 W/ft 119 lm/W 0.25G/0.25G S0 \_ 1100 lm/ft 1100 lm/ft 18.7 W/ft 112 lm/W SO/0.25G 4 3/16" SHIELDING 4 3/4" DIRECT Please consult factory for custom lumen output and wattage. . etyus 🐷 👔 Ordering Guide CONTROL SENSORS Axitune Axitune Axitune Dim-to-Warm Tunable White Color Tuning TB4WDILED PRODUCT ID NOM. LUM/FT UP NOM. LUM/FT DOWN CRI COLOR TEMP. (choose one) SHIELDING INDIRECT TB4WDILED BEAM 4 - Wall 400 400 Im/ft - Min. 400 400 Im/ft - Min. 80 80 CRI\* 27 2700 K TW2750 2700-5000 K - Tunable White SO spotless lens Direct/Indirect 1100 1100 Im/ft - Max. 1000 100 Im/ft - Max. 90 90 CRI\*\* 30 3000 K TW2765 2700-6500 K - Tunable White SLA surroundlite asy. LED 1600 1600 lm/ft - for TC1680 700 700 lm/ft - for 35 3500 K DW3020 3000-2000 K - Dim to Warm 0.25G 0.25" Glo lens 40 4000 K TC1680 1650-8000 K - Color Tuning with SL lens TC1680 with UB lens B30 3000 K - Bios\* FX fixed lumen output FX fixed lumen output with TC1680 Axitune\* with TC1680 Axitune\* B35 3500 K - Bios\* B40 4000 K - Bios\* Consult Axitune technical sheet for more information on color technology. Consult BIOS guide for more information on BIOS technology above Outputs between listed min and max \* Not available \* Not available with color tuning are available. Consult factory for outputs are available. Consult factory for outputs with color tuning outside of the listed range. Consult factory for max output with BIOS \* Not available with color tuning \* Applicable with TC1680 for Shieldings Applicable with TC1680 for Shieldings with BIOS \* Not available order information \* Applicable with TC1680 for Shieldings with BIOS \* Not available SHIELDING DIRECT LENGTH (FT) MR (OPTIONAL) FINISH VOLTAGE DRIVER SO spotless lens **2** 2' M16(#) MR halogen lamp - Line voltage (by other)\* AP aluminum paint 120 120 V **DP** dimming (0-10V) 1% ASO asymmetric, flush only 3 3' M16LED(#) MR16 LED lamp - Line voltage (by other)\* W white 277 277 V LT(#) Lutron \* 0.25G 0.25" Glo lens M16LEDB(#) MR16 LED lamp - Dimmable (provided)\*\* BLK black 347 V BI bi-level dimming **4** 4' 0.5G 0.5" Glo lens 5 5' C custom UNV universal O(#) other \*\* 1.5M StepLens , lum. end cap 8 8' DC low voltage\* DPB(#) dimming (0-10V) 1% with Bios\* UB Ultra blend lens\* 12 12' TW(#) tunable white drivers\* NW narrow, flush only S(L) System Run\* CT(#) color tuning drivers\* GZ graze, flush only POE(#) POE drivers\* Choose only one of the options above; SurroundLite not available with direct \* Default lens for Color Tuning, Tunable \* SurroundLite available Add 6" per lamp, Specify quantity in 1' increments Separate circuits included Requires 120V or 277V \* Only available with POE drivers. \* See page 2 to specify system \*\* Please consult factory; see page 2 Available in luminaires with Axitune and BIOS but downlight modules will white and BIOS. Consult factory for not be tunable white, color tuning, or BIOS LEDs other lens. BATTERY (OPTIONAL) OTHER (OPTIONAL) IC CONTROLS (OPTIONAL) CUSTOM (OPTIONAL) CIRCUITS 1 1 circuit B(#) battery pack (integral) F fuse \* DS(#) daylight sensor C custom 2 2 circuits OS(#) occupancy sensor +E(#) emergency circuit\* DOS(#) daylight & occupancy sensor +NL(#) night light circuit\* EN(#) Enlighted integral\* +GTD(#) generator transfer device\* ENR(#) Enlighted remote\* WC(#) wireless control dimming +**M** MR \*Please consult factory Specify quantity. Requires 8" blank. See integrated controls guide for more details. Not available with Color Tuning. Consult factory for Tunable White. Please specify \*Specify quantity Minimum 5ft: \* Requires 120V or 277V Not available with 347V Please consult factory Not available with color tuning. Not available with DPB (DY) driver for BIOS with Dynamic © 2016 Axis Lighting Inc. 1.800.263.2947 [T] 514.948.6272 **ZXIS** 1/11 Product design and development is an ongoing process at Axis Lighting.We reserve the right to change specifications. Contact Axis for the latest product information. FILE NAME:TB4WDI-LED.SPEC April 30, 2021 **NXT**<sup>\*</sup> SERIES NXT-C SPECIFICATIONS Single piece, die-cast A360 premium aluminum alloy Housing: with <0.6% copper content Operating Temperature: -40 °C to +40° C (-40 °F to +104 °F)<sup>1</sup> Mounting: 1.625" - 2.375" (42 - 60 mm) O.D. Tenons Mounting Methods: Horizontal Entry or Post-Top Mount Weight: 12 lbs (5.4 kg) EPA Rating: <0.34 ft<sup>2</sup> (< 0.032 m<sup>2</sup>) Lens Material: IK09 Rated Glass Ingress Protection: Power Supply and optical module are located inside chamber rated IP66 per IEC 60529/ANSI C136.25. Luminaire is rated for wet locations. Finish: Durable polyester powdercoat topcoat ⊢\_\_\_\_\_ 18.3" (465 mm) −\_\_\_\_\_ Available Colors: BRONZE (RAL 7022) BLACK (RAL 9005) NXT-C (12 LEDs) ELECTRICAL 1200 1250<sup>4</sup> Drive Currents (mA) 700 850 1050 525 Power Consumption (W) 22 27 34 42 48 50 120 - 277V (Standard) Input Voltage (V) Surge Protection Meets the requirements of ANSI C-High (10kV / 10kA) Power Factor >0.90 **OPTICS & PERFORMANCE** hotometry (Distribution) 2ES, 4AH 4000K (Standard) 3000K & 5000K (Optional) Color Temperature (CCT) Color Rendering Index (CRI) 3000K Fixture Efficacy (Lm/W 101 99 96 88 84 83 88 4000K Fixture Efficacy (Lm/W) 105 104 99 94 90 2,020 2,760 3,250 3,700 4,000 4,130 3000K Fixture Output (Lm) 4000K Fixture Output (Lm) 2,800 3,368 3,930 4,300 4,400 2,300 LED L70 (Hours) > 100,000 hours (@ maximum drive current) Optional shields available upon request Shielding **PHOTOCELL & CONTROLS** Photocell Options 20-year life photocell available. Control & Monitoring Dimming power supply (1-10V) is standard equipment. We offer a complete range of control and monitoring solutions 1.1250mA maximum temperature is 40 °C - 40 °C for fixed installation only. 2. Not all model configurations are DLC qualified - consult factory for details. 3. Only products with a CCT of 3000K (or less) meet International Dark Sky Association requirements. 4. 1250mA drive current only available with UL Certification option. Values shown are subject to ±5% tolerance. Color temperatures shown are ±300K type 2ES distribution. If post-top version is specified, add 5.4" (137 mm) to overall length dimension. Illustrated Above: NXT-C in grey (RAL 7035). All information provided is subject to change without notice. Liveable Cities 115 Chain Lake Drive, Halifax, T:+1.877.533.5755 liveablecities.com info@liveablecities.com

Nova Scotia, Canada, B3S 1B3

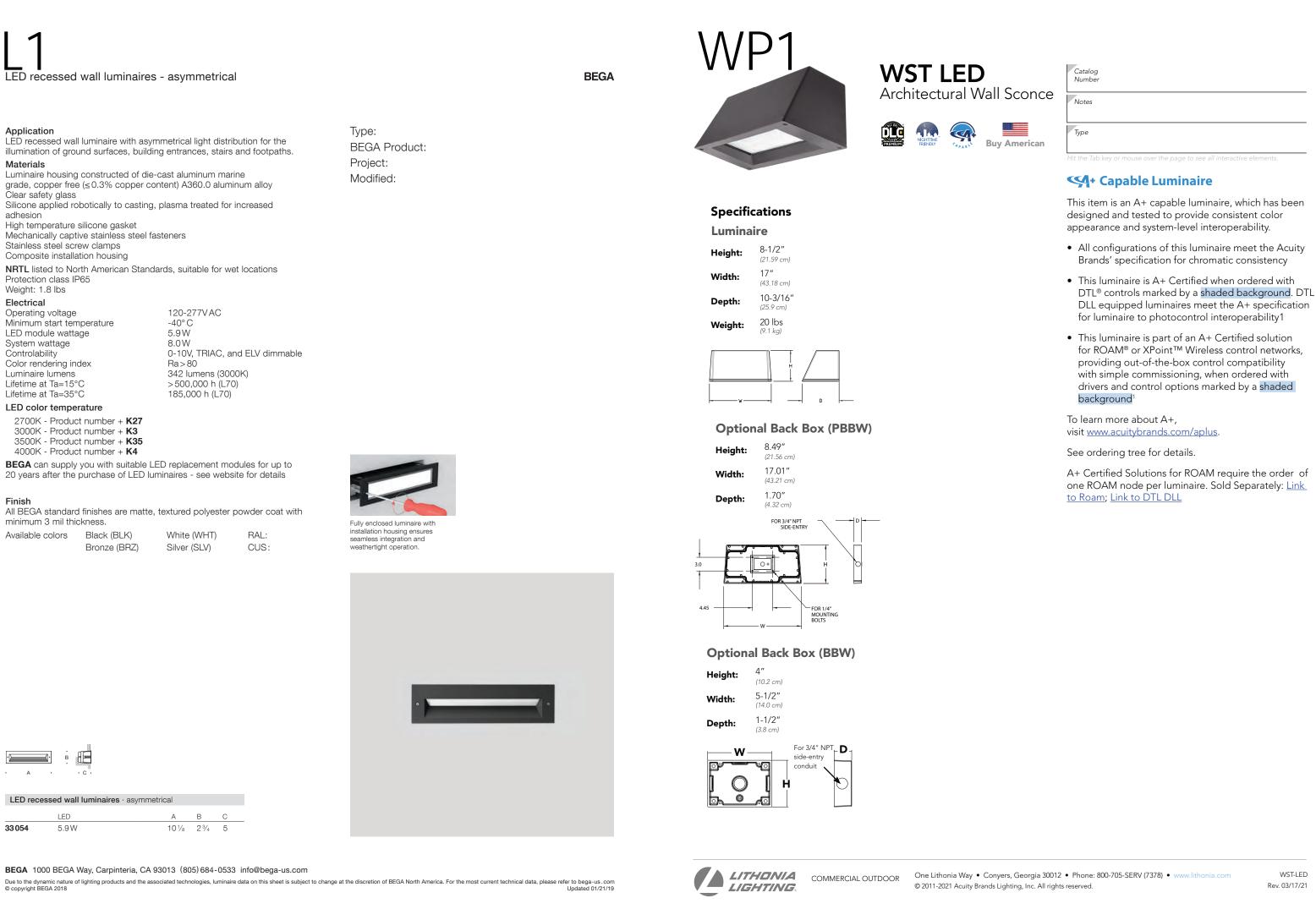
F: +1.888.533.5755

### PROPOSED STAIRWELL LIGHT

Wall mount - Direct / Indirect Beam 4

#### Application LED recessed wall luminaire with asymmetrical light distribution for the illumination of ground surfaces, building entrances, stairs and footpaths. Materials Luminaire housing constructed of die-cast aluminum marine grade, copper free (≤0.3% copper content) A360.0 aluminum alloy Clear safety glass Silicone applied robotically to casting, plasma treated for increased adhesion High temperature silicone gasket Mechanically captive stainless steel fasteners Stainless steel screw clamps Composite installation housing NRTL listed to North American Standards, suitable for wet locations Protection class IP65 Weight: 1.8 lbs Electrical Operating voltage -40° C 5.9 W Minimum start temperature LED module wattage System wattage 8.0W Controlability Color rendering index Ra > 80 Luminaire lumens Lifetime at Ta=15°C Lifetime at Ta=35°C LED color temperature 2700K - Product number + K27 3000K - Product number + K3 3500K - Product number + K35 4000K - Product number + K4 BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details Finish All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness. Available colors Black (BLK) White (WHT) RAL: Bronze (BRZ) Silver (SLV) CUS:

· Α . LED recessed wall luminaires · asymmetrical 33 0 54 5.9W



	MUSGROVE	234 S. Whisper Boise, Idaho 8 (208) 384.0585	379	645 West 25 <sup>th</sup> Street Idaho Falls, Idaho 83402 (208) 523.2862	
	ENGINEERING, P.	<b>A.</b>	www.musgrovepa.com		
			OVER 40 YEA	RS OF ENGINEERING EXCELLENCE	
MEMOR	ANDUM				
Date: Job Number:	7/30/21 20-523	То:	-	Associates, Architects PC ton Avenue North	
Prepared By:	Thad Mason		Ketchum, Ida		
Sheet:	1 of 1	Attention:	Michael Doty		
Project:	Bluebird Village				

It is understood that the exterior walls of the stair(s) has some level of glass and there is concern to limit the amount light that is transmitted outside the building for lighting in the stair(s).

It should be noted that the stairs are part of the path of egress from the building and a certain level of lighting required for the path of egress to meet the requirements of the life safety code.

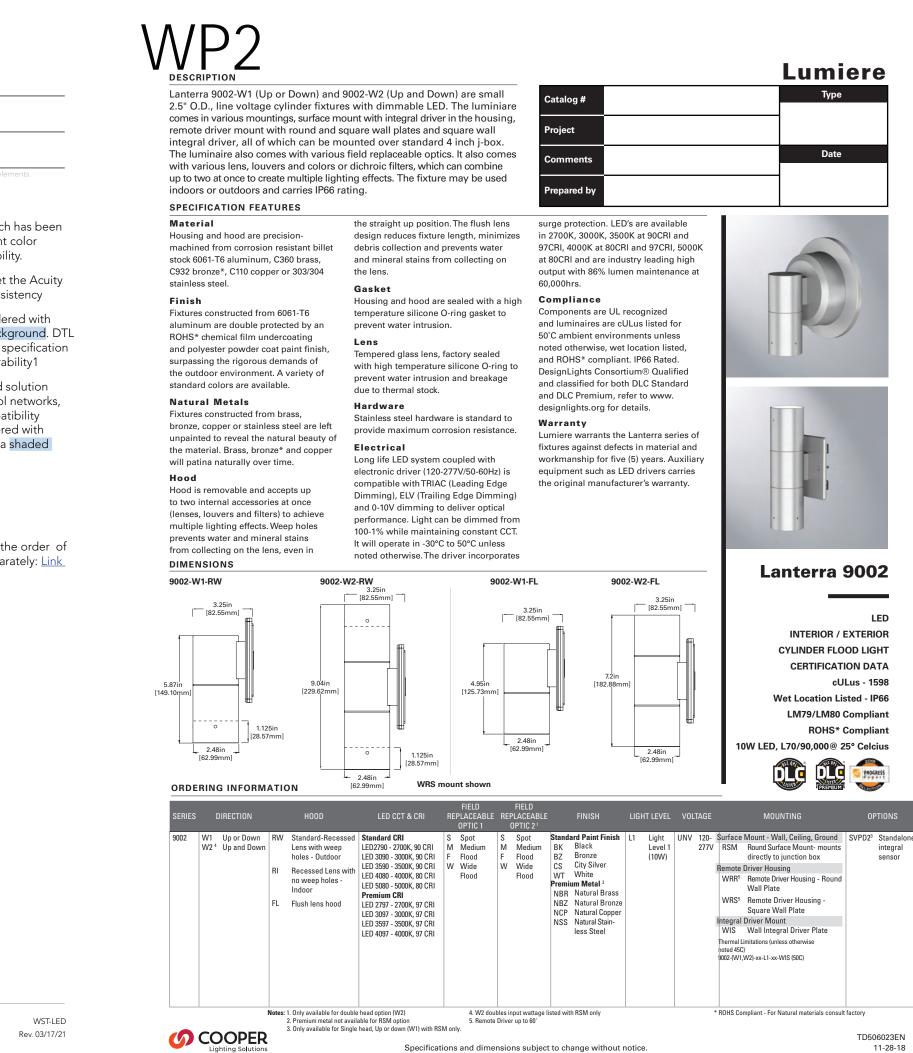
Since the lighting in the stairs is part of the life safety requirements, they are typically not controlled in a dimming or on/off method.

The intent will be to utilize wall mounted LED fixtures that produce light in primarily a downward direction with some level of up light. These fixtures would not be intended to cast light in an outward direction and put the light on the floor and stair treads.

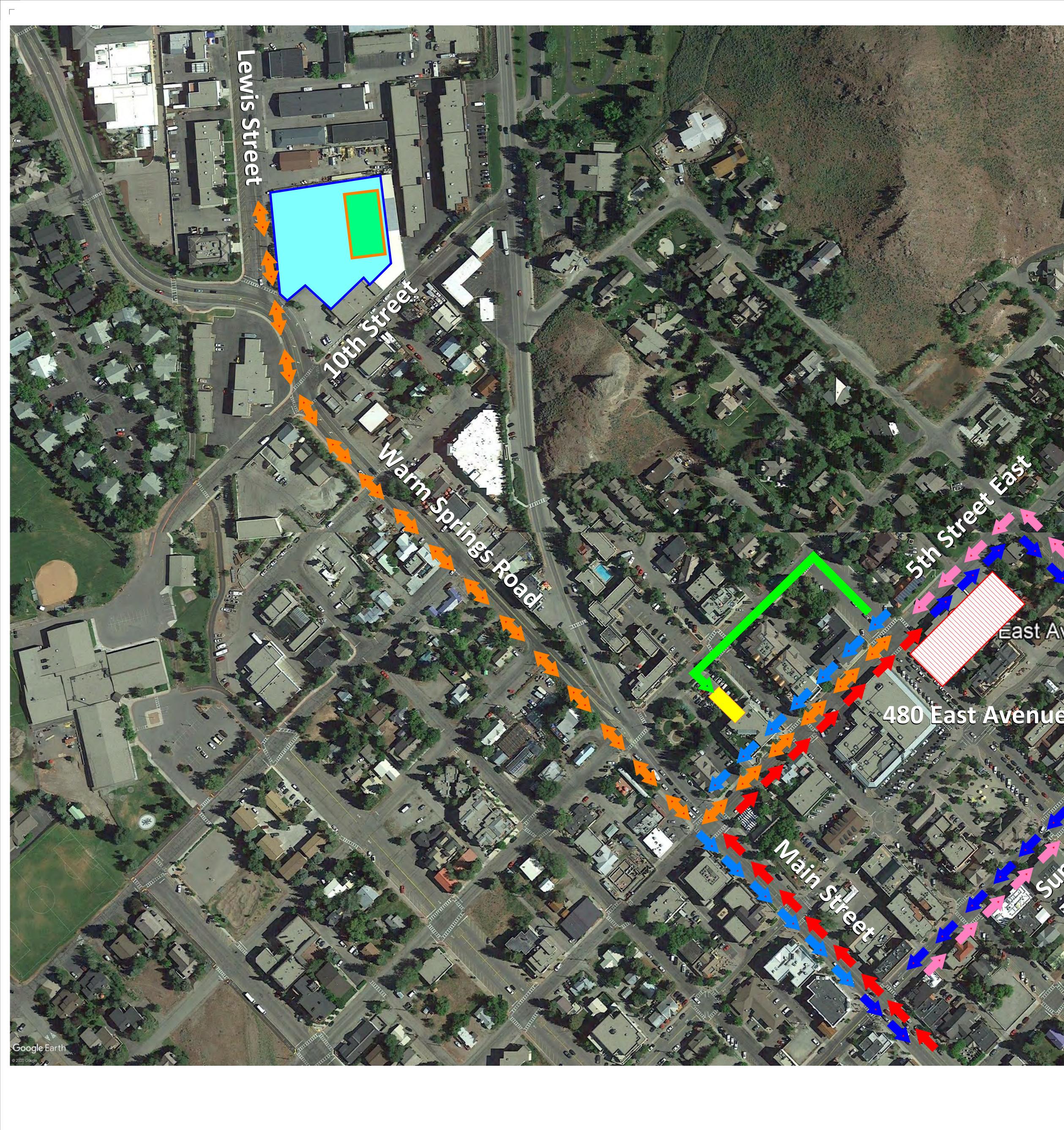
The amount of glass on the exterior has been reduced from the original amount of glass in this area.

Copied To: File

Signed: Thad Mason



DATE			
REVISIONS			
NO.			
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1 _			
	BLUEBIRD VILLAGE		KETCHUM, ID 83340



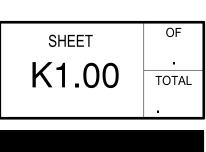
## Legend

Contractor & Employee Shuttle Jobsite Location Material Storage Paid/Rented Contractor Parking Route to Off-Site Parking Truck Staging, Laydown and Parking Trucking Route - Inbound Trucking Route - Outbound Trucking Route Alternate - Inbound Trucking Route Alternate - Outbound



PROJECT NO.		
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	GMD KCDC APPLICATION	
	GMG	
PRINT RECORD PURPOSE PRELIM. BUDGET	DATE 6/12/2020	
REVISION RECORE		ANGE
DRAWN:		
CHECKED:		
DATE: 12/1 SHEET TITLE:	4/2020	
CONSTRUCTION MANAGEMENT PLA	AN	





### Legend

Chain-Link Fence
Elevated HV Power Line
Excavation Stockpile
Existing Electrical Transform
Group
Jersey Barrier
Job Trailer
Parallel Parking
Parking and Staging
Pedestrian Protection
Post Fence w/ Screen
Snow Windrow
Tower Crane Swing Arc
Tower Crane
Washout Station

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EAST AVENUE

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MAINTAIN EXISTING

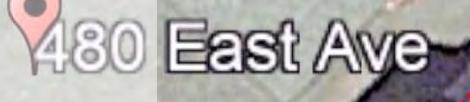
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1

PROPOSED SMALL BUILDING FOOTPRINT

PROPOSED LARGE BUILDING FOOTPRINT

PLOINELANE



.



#### EXHIBIT C

### **GROUND LEASE**

by and between

#### CITY OF KETCHUM an Idaho municipal corporation ("Owner")

and

#### **KETCHUM COMMUNITY DEVELOPMENT CORPORATION** an Idaho nonprofit corporation ("Tenant")

#### FOR

#### **BLUEBIRD VILLAGE**

480 East Avenue Ketchum, Idaho 83340

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#### **EXHIBITS**

Exhibit A Legal Description of the Land

#### GROUND LEASE FOR BLUEBIRD VILLAGE 480 EAST AVENUE KETCHUM, IDAHO 83340

This Ground Lease for Bluebird Village (this "Lease") is made effective as of the date this Agreement is recorded in the real property records of Blaine County, Idaho ("Effective Date") by and between City of Ketchum, an Idaho municipal corporation ("Owner") and Ketchum Community Development Corporation, an Idaho nonprofit corporation ("Tenant").

#### RECITALS

- A. Owner owns the parcel of land located at 480 East Avenue, Ketchum, Idaho 83353, that is legally described on Exhibit A (the "Land").
- B. Tenant desires to lease the Land for redevelopment into a mixed-use project with street-level retail, parking, and affordable rental housing units in an energy-efficient building designed to blend into Ketchum's downtown core, as graphically depicted on <u>Exhibit B</u> (the "**Project**" or "**Bluebird** Village").
- C. Owner has authority, pursuant to Idaho Code § 50-1407, to manage city property and authorize the lease of any real property not otherwise needed for city purposes, upon any terms as the City Council determines may be just and equitable.
- D. Owner, by approval of this Lease, hereby finds that the Land is not otherwise needed for city purposes, that affordable community housing is an important community need, that it is in the best interest of the public to lease the Land to Tenant, and that the terms of this Lease are just and equitable.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

#### ARTICLE 1 LEASE OF LAND

- 1.1 Land Restoration. Owner agrees to restore the Land to a vacant "bare ground" state that is ready for development of the Project thereon, including (a) abatement and removal of any Hazardous Materials (as defined in Section 16.1) thereon, if any; (b) removal of any existing structures and other improvements on the Land, including any below-grade elements thereof (such as foundations, footings and utilities; (c) restoration of the surface of the Land to a clear, level and rough graded condition (collectively, the "Land Restoration"). Owner agrees to use commercially reasonable efforts to complete the Land Restoration on or before April 30, 2022. Owner will provide Tenant with a completion notice once the Land Restoration is fully complete and the Land is ready for development of the Project (the "Completion Notice").
- 1.2 Lease. This Lease will be fully effective as of the Effective Date. From the Commencement Date (defined in <u>Article 2</u>), Owner hereby leases the Land to Tenant on the terms hereof. Tenant hereby accepts the lease of the Land from Owner on the terms hereof. Tenant warrants to Owner that Tenant accepts the Land in its as-is condition without representation or warranty from Owner,

except as expressly provided in this Lease. The term "Leasehold Interest" refers to Tenant's interest in this Lease and the leasehold estate and all attendant and appurtenant rights, including without limitation, Tenant's rights to all improvements to the Land.

#### ARTICLE 2 LEASE TERM

The "Term" of the Lease will commence on the date that Owner provides the Completion Notice to Tenant (the "Commencement Date") and will expire seventy-five (75) years after the Commencement Date (the "Expiration Date").

#### ARTICLE 3 RENT

For the entire Term, the rent due under this Lease is Ten Dollars (\$10), which Owner acknowledges to be paid by Tenant in full as of the Effective Date.

#### **ARTICLE 4 THE PROJECT**

Tenant will cause the Project to be constructed on the Land in accordance with this Lease and applicable law. Once the Project is constructed on the Land, Tenant will (or will require Subtenants to) keep the Project in a state of good condition, maintenance and repair, with ordinary wear and tear excepted. Tenant may alter the Project in any lawful manner, provided that the Project (as altered) complies with the terms of this Lease.

#### ARTICLE 5 USE OF PREMISES

- 5.1 **Permitted Uses**. Owner and Tenant agree that the principal purpose of this Lease is (a) to provide Affordable Housing Units (as defined below) for lease to Qualified Tenants (as defined below) for a rent that does not exceed the rent limit set forth in <u>Section 5.7</u> below (collectively, the "Affordability Requirement"); (b) to provide Community Housing Units (as defined below) for lease to individuals meeting asset, income and minimum occupancy guidelines approved by the governing housing authority and the City of Ketchum, as 'community housing' under the Ketchum City Code (or its successor provisions) (collectively, the "Community Requirement"); and (c) provide ground floor commercial space for retail, restaurant, office, service and similar users for the benefit of the general public. Accordingly, the Land and the Project will be used primarily for the foregoing principal purpose and other uses that may be incidental thereto or in support thereof, and for no other purposes, except as otherwise approved by Owner.
- 5.2 Affordable Housing Units. A "Affordable Housing Unit" is each residential dwelling unit in the Project that is designated as being subject to the Affordability Requirement, which will be all residential dwelling units in the Project except Community Housing Units and Employee Housing Units. Tenant agrees to market, lease and operate the Affordable Housing Units on the terms set forth in this Lease.
- 5.3 **Community Housing Units.** A "**Community Housing Unit**" is each residential dwelling unit in the Project that is designated as being subject to the Community Requirement. Tenant agrees to market, lease and operate the Community Housing Units on the terms set forth in this Lease and the requirements of the Ketchum City Code.
- 5.4 **Employee Housing Units.** A "**Employee Housing Unit**" is each residential dwelling unit in the Project that is designated for occupancy by (or are reserved for occupancy by) a residential tenant household where at least one person of that household is a full time employee (30+ hours per week)

primarily providing services with respect to and for the Project. Tenant may designate up to two (2) dwelling units as Employee Housing Units.

- 5.5 Qualified Tenants. As used herein, the term "residential tenant" for a Affordable Housing Unit means all persons that lease or occupy the Affordable Housing Unit as a dwelling, whether or not the persons are related. A "Qualified Tenant" is any residential tenant household that meets Tenant's then-current tenant selection criteria for the Project with a household income that does exceed the applicable household income limit of the Applicable Affordable Housing Program (if any is then in effect) or, if no such Applicable Affordable Housing Program is then in effect, then in accordance with the then current applicable household income limits of the Low Income Housing Tax Credit (LIHTC) program. Nothing in this Lease will require Tenant to lease any Affordable Housing Unit to a residential tenant that does not meet Tenant's then-current tenant selection criteria for the Project (other than limited income as permitted herein). Nothing in this Lease limits Tenant's right to enforce the terms of any lease or other agreement with a residential tenant (or any the occupant) in the Project.
- 5.6 **Income Qualification**. Each Affordable Housing Unit must be occupied (or, if unoccupied, made available for occupancy) by a Qualified Tenant. Tenant will verify that each residential tenant meets the income qualification to be a Qualified Tenant, which verification may be by any reasonable method, including the residential tenant's production of reasonable evidence of residential tenant's income and residential tenant's self-certification that income statements are true and correct in all material respects. Once a residential tenant is verified to be a Qualifying Tenant and leases a Affordable Housing Unit, then the residential tenant will remain a Qualifying Tenant for as long as the residential tenant remains a tenant in the Project.
- 5.7 **Rent Limit for Affordable Housing Units.** To maintain the Affordable Housing Units as affordable, Tenant will charge monthly rent for each Affordable Housing Unit that does not exceed the applicable rent limit of the Applicable Affordable Housing Program (if any is then in effect) or, if no such Applicable Affordable Housing Program is then in effect, then in accordance with the then current applicable rent limits of Low Income Housing Tax Credit (LIHTC) program. If at any time during the Term, Tenant is permitted by the Applicable Affordable Housing Program to exceed the foregoing rent limit for an Affordable Housing Unit for any particular residential tenant, then the portion of the rent that exceeds the foregoing rent limit will be paid to Owner. The Commercial space in the Project is excluded from this provision for the Term of the Lease.
- 5.8 **Ketchum Preference Policy**. Except to the extent prohibited by any Applicable Affordable Housing Program (defined in <u>Section 5.10</u>) or other applicable law, all Affordable Housing Units and Community Housing Units must be leased in accordance with the then current preference policy or ordinance adopted by the City of Ketchum, if any (a "Ketchum Preference Policy").
- 5.9 **Annual Reports.** After occupancy of the Project, Tenant will provide Owner with a written report (in any form reasonably requested by Owner) by March 1 of each year that provides reasonable evidence that the Affordable Housing Units have been leased (or made available for lease) in compliance with the Affordability Requirement (as applicable) during the prior calendar year.
- 5.10 Federal or State Affordability Programs. Owner and Tenant intend the Affordability Requirement and this Lease to be adjusted as necessary to allow for the Project to fully take advantage of any then available federal, state or local programs for affordable housing. Affordable housing programs include, by way of example and not limitation, the Low Income Housing Tax Credit (LIHTC) program, HOME investment partnership program (HOME), Community Development Block Grants (CDBG) funding, and the HUD Housing Trust Fund (HTF) program.

To the extent that any program requires an amendment or rider to this Lease, Owner agrees to promptly execute any amendment or rider that is reasonably required for the Project to fully participate in the Program. To the extent any element of the Affordability Requirement or this Lease is inconsistent with any federal, state or local state affordable housing program that applies to the Project (or any residential dwelling units therein) (an "Applicable Affordable Housing Program"), then the terms of the Applicable Affordable Housing Program will govern over the inconsistent terms of the Affordability Covenant or the Lease.

- 5.11 **Commercial Tenants**. Tenant may lease the Commercial Space to any party for the occupancy and use thereof (a "Commercial Tenant") provided that (a) the lease is subject to the terms of this Lease; (b) the term of the lease will expire prior to the Term; and (c) the uses allowed in the Commercial Space are limited to office, retail, restaurant, service and similar uses that are open to the general public. Except as restricted by this Lease, Tenant may lease the commercial space in any lawful manner and on any financial terms as Tenant deems appropriate.
- 5.12 Prohibited Uses. Tenant agrees that it will not permit the Land or the Project for (a) any use that constitutes a public or private nuisance in or around the Land; (b) use that violates applicable law; (c) any industrial use; (d) any use related to the service of automobiles or other self-powered machines; (e) any dry-cleaner (or other cleaning service that uses solvents similar to dry-cleaning); (f) any 'head' shop or similar operation that sells any paraphernalia related to the use of marijuana, cannabis, tetrahydrocannabinol or other illegal substances; or (g) any use relates to the use, sale, cultivation, manufacture, distribution or marketing of any substance containing any amount of marijuana, cannabis or tetrahydrocannabinol (whether for commercial, medical, or personal purpose) if such activities are prohibited by applicable federal, state or local law (and if the any such activities become lawful under some federal, state or local applicable law, but prohibited by other federal, state or local law, then the such activities will remain prohibited).

#### ARTICLE 6 SUBLEASE AND ENCUMBRANCE OF LEASEHOLD ESTATE

- Tenant's Right to Sublease. Tenant may, at any time, sublease all or any portion of the Leasehold 6.1 Interest (each, a "Sublease") without Owner's consent, and in that event, the subtenant of the Sublease (each, a "Subtenant") will perform all of Tenant's obligations under this Lease with respect to the Leasehold Interest subleased under the Sublease (said Leasehold Interest subleased by the Sublease is hereafter called the "Subleased Property"). By way of example, if Tenant enters into a Sublease for portion of the Project that has Affordable Housing Units (or that will be developed into Affordable Housing Units), then the Subtenant of the Sublease will be the "Tenant" under this Lease with respect to the Sublease, and any reference herein to Tenant with respect to the Subleased Property will also mean the Subtenant. For clarity, the following leases are not Subleases under this Lease: (a) the lease of an Affordable Housing Unit, Community Housing Unit or Employee Housing Unit to a qualifying residential tenant thereof; and (b) the lease of Commercial Space to a Commercial Tenant. The Sublease must specify that the Sublease is limited to the Leasehold Interest, and must have a stated expiration date which is prior to expiration of the Term. Tenant will cause a true, complete and correct copy of the original of each Sublease, together with written notice containing the name and address of the holder Subtenant, to be delivered to Owner within ten (10) days of Tenant's execution and delivery of the Sublease or Leasehold Mortgage. Subject to the terms of this Lease, a Subtenant may enforce its rights under its Sublease and take possession of the Leasehold Interest subleased under the Sublease (said Leasehold Interest subleased by the Sublease is hereafter called the "Subleased Property"), in any lawful way.
- 6.2 **Tenant's Right to Encumber**. Tenant may, at any time, encumber all or any portion of the Leasehold by deed of trust, mortgage or other security instrument (collectively, "Leasehold

Mortgage"). Any Leasehold Mortgage of any part of the Leasehold Interest must be expressly subject and subordinate to the terms of this Lease. Tenant covenants to pay the indebtedness secured by any Leasehold Mortgage when the same will become due and payable, and to perform, when the performance is required, all obligations of the mortgagor thereunder. Tenant further agrees not to suffer or permit any default to occur and continue under any Leasehold Mortgage beyond any applicable cure period. The Leasehold Mortgage will specify that the indebtedness is that of Tenant only and is not the indebtedness of Owner and that the lien of the Leasehold Mortgage is limited to the Leasehold Interest. Each Leasehold Mortgage must, by its own terms, have a stated maturity date which is prior to expiration of the Term, and Tenant covenants that it will be so paid and that the Leasehold Interest will be released from the lien prior to the expiration of the Term. Tenant will cause a true, complete and correct copy of the original of each Leasehold Mortgage, together with written notice containing the name and address of the holder thereunder (the "Mortgagee"), to be delivered to Owner within ten (10) days of Tenant's execution and delivery of the Mortgage to the Mortgagee. Subject to the terms of this Lease, a Mortgagee may enforce its rights under its Leasehold Mortgage and succeed to the Leasehold Interest encumbered by the Leasehold Mortgage (said Leasehold Interest encumbered by the Leasehold Mortgage is hereafter called the "Leasehold Mortgage Property"), in any lawful way, including possession through foreclosure, assignment and/or deed or assignment in lieu of foreclosure, and upon foreclosure of the Leasehold Mortgage or acceptance of an assignment and/or deed in lieu of foreclosure to the leasehold estate, take possession of the Leasehold Mortgage Property subject to the interests of the Project tenants.

- 6.3 **Owner's Rights**. Owner will not be required (a) to pledge its fee interest in the Land to secure any Sublease or Leasehold Mortgage; (b) to subordinate the fee interest to the rights of any Subtenant or Mortgagee; or (c) to assume in any manner any liability of Tenant under any Sublease or Leasehold Mortgage. The Sublease must specify that the Sublease is limited to the Leasehold Interest. The Sublease must, by its own terms, have a stated expiration date which is prior to expiration of the Term. Tenant will cause a true, complete and correct copy of the original of each Sublease or Leasehold Mortgagee, together with written notice containing the name and post office address of the holder thereunder, to be delivered to Owner within ten (10) days of Tenant's execution and delivery of the Sublease or Leasehold Mortgage.
- 6.4 Notices to Recognized Interest Holder. Any Subtenant or Mortgagee may give notice to Owner of its name and address (who is sometimes referred to herein as a "Recognized Interest Holder") in the manner provided in this Lease, and if the notice is given, Owner will give to the Recognized Interest Holder a copy of each notice of default given pursuant to <u>Section 14.1</u> by Owner to Tenant (the "Owner Notice") at the same time as and whenever any Owner Notice will thereafter be given by Owner to Tenant, addressed to the Recognized Interest Holder at its address last furnished to Owner (the "Holder Notice"). No notice by Owner to Tenant hereunder will be deemed to have been duly given unless and until a copy thereof has been served on the Recognized Interest Holder in the manner provided in this Lease.
- 6.5 **Recognized Interest Holder Provisions.** Owner agrees that it will not accept the surrender of the Land by Tenant prior to the termination of this Lease, or consent to the modification of any term of the Lease which materially alters the rights and obligations of the parties hereunder, or consent to the termination thereof by Tenant, without the prior written approval of each Recognized Interest Holder, in each instance, which approval will not be unreasonably withheld, conditioned or delayed. Owner further agrees that it will not seek to terminate the Lease or Tenant's right of possession thereunder by reason of any act or omission of Tenant until:

- (1) Owner has given to each Recognized Interest Holder a copy of the Owner Notice with respect to the Event of Default, as defined hereafter in <u>Section 14.1</u>, upon which the proposed termination is based;
- (2) after the expiration of all applicable notice and grace periods set forth under the Lease with respect to the Event of Default (a "Lease Default"), Owner will have given written notice to each Recognized Interest Holder of the failure of Tenant to cure the lease Default. The Holder Notice will be sent by certified mail, return receipt requested or by a nationally recognized commercial overnight delivery service to the address designated in writing to Owner by each Recognized Interest Holder (or any other address as may hereinafter be designated in writing to Owner by each Recognized Interest Holder (or any other address) and
- (3) a reasonable period of time will have elapsed following the receipt of the Holder Notice, during which period any Recognized Interest Holder will have the right, but will not be obligated, to remedy the lease Default, Owner agreeing to accept any remedy by any Recognized Interest Holder as if the same had been performed by Tenant.

As used herein, a reasonable period of time will be 60 days if the lease Default can be remedied during the 60 day period; provided, however, if the lease Default cannot be remedied during the 60 day period, then the period of time as is necessary to remedy the lease Default (not to exceed one-hundred twenty (120) days), provided any Recognized Interest Holder has commenced to cure the lease Default within the 60 day period and continues to diligently prosecute the same. Any default that, by its nature, is not capable of being cured by Recognized Interest Holder will be deemed cured whether or not the default is cured, but as to Recognized Interest Holder only and not as to Tenant. Further:

- (a) Owner will accept performance by any Recognized Interest Holder of any covenant, condition or agreement on Tenant's part to be performed hereunder with the same force and effect as though performed by Tenant.
- (b) If the Recognized Interest Holder is a Mortgagee, then the time for the Recognized Interest Holder to cure any Lease Default by Tenant which reasonably requires that the Recognized Interest Holder be in possession of the Leasehold Mortgage Property to do so, will be deemed extended to include the period of time required by the Recognized Interest Holder to obtain the possession or obtain Tenant's interest in the Leasehold Mortgage Property (by foreclosure or otherwise) with due diligence; provided, however, that the Recognized Interest Holder will have delivered to Owner its written commitment to cure outstanding Lease Defaults reasonably requiring possession of the Leasehold Mortgage Property and which are capable of being cured by the Recognized Interest Holder (which commitment may be revoked by Recognized Interest Holder by written notice to Owner); and further provided, however, that during the period all other obligations of Tenant under this Lease are being duly performed to the extent that the other obligations are capable of being performed by the Recognized Interest Holder, including but not limited the payment of rent and other monetary obligations due Owner.
- (c) The provisions of this <u>Section 6.5</u> are for the benefit of each Recognized Interest Holder and may be relied upon and will be enforceable by each Recognized Interest Holder and their respective successors and assigns. Neither a Recognized Interest Holder nor any other holder or owner of the indebtedness secured by a Leasehold Mortgage or otherwise will be liable upon the covenants, agreements or obligations of Tenant contained in this Lease, unless and until the Recognized Interest Holder or that holder or owner acquires the interest

of Tenant, and then only to the extent set forth in this <u>Section 6.5</u>. Owner and Tenant agree to execute the documentation reasonably requested by a Recognized Interest Holder consistent with the terms and provisions of this <u>Article 6</u>.

(d) Anything herein contained to the contrary notwithstanding, the provisions of this Section 6.5 will inure only to the benefit of all Recognized Interest Holders and their respective successors and assigns. If more than one the Mortgagee (one the Mortgagee being intended to include multiple mortgagees holding a single mortgage or deed of trust) will make written requests upon Owner for a new ground lease in accordance with the provisions of this Section, the new ground lease will be entered into pursuant to the request of the Recognized Interest Holder whose Leasehold Mortgage will be prior in lien thereto according to the records of Blaine County and thereupon the written requests for a new ground lease of each person junior in priority will be deemed to be void and of no force and effect.

## 6.6 Other Miscellaneous Provisions Concerning Leasehold Mortgages

- (a) At Tenant's request, Owner will execute a written agreement with a Recognized Interest Holder in which Owner agrees that it consents to the granting of the Sublease or Leasehold Mortgage and that Owner will not disturb the tenancy or rights of the Recognized Interest Holder (its successors or assigns and any subsequent purchaser) so long as the Recognized Interest Holder (its successors or assigns and subsequent purchaser) cures any existing defaults as required herein and commits no default beyond the applicable notice and curative periods hereunder and is otherwise in full compliance with the terms of this Lease. Additionally, Owner will execute the other documentation reasonably requested to confirm the rights of a Recognized Interest Holder hereunder; provided, under no circumstances will Owner be responsible for the payment of the debt secured by the Leasehold Mortgage, and in no event will Owner's fee simple estate in the Land, including Owner's reversionary interest in the Project be subject or subordinate to any Sublease or the lien of the Leasehold Mortgage.
- (b) Owner agrees that it will promptly make the reasonable amendments or modifications of the Lease as are requested by any Recognized Interest Holder, provided that there will be no adverse change in any of the substantive rights, duties or obligations of Owner under this Lease. The preceding sentence is effective regardless of the fact that the Recognized Interest Holder may make the request prior to the execution of the applicable Sublease or Leasehold Mortgage; in that event, said amendments or modifications to the Lease will become effective as of the execution of the Sublease or Leasehold Mortgage.

## ARTICLE 7 TAXES

From and after the Commencement Date and continuing thereafter during the Term, Tenant will pay or cause to be paid all real and personal property taxes, general and special assessments, and all other charges, assessments and taxes of every description, levied on or assessed against the Land, the Project and other improvements located on the Land. Tenant will make all payments directly to the appropriate charging or taxing authority before delinquency. If, however, the law expressly permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), Tenant may, at Tenant's election, utilize the permitted installment method, but will pay each installment before delinquency. All payments of taxes or assessments will be prorated for the year in which this Lease commences and for the year in which the Lease terminates. Tenant will have the right to contest or review by legal proceedings, as permitted under applicable law, any assessed valuation, real estate tax, or assessment; provided that, unless

Tenant has paid the tax or assessment under protest, Tenant will furnish to Owner (i) proof reasonably satisfactory to Owner that the protest or contest may be maintained without payment under protest, and (ii) a surety bond or other security reasonably satisfactory to Owner securing the payment of the contested item or items and all interest, penalty and cost in connection therewith upon the final determination of the contest or review. Any amount already paid by Tenant and subsequently recovered by Owner or Tenant as the result of the contest or review will be for the account of Tenant.

## ARTICLE 8 MAINTENANCE AND REPAIR

Tenant agrees that it will, at its own expense, maintain or cause to be maintained the entire Land, the Project and any other improvements and appurtenances thereto and every part thereof, in good order, condition and repair and in accordance with applicable law. In the event any repairs required to be made under the provisions of this Lease are not made within thirty (30) days after written notice from Owner to do so, then Owner may, at its option, enter upon the Land and repair the same, and the cost and expense of the repairs, with interest at the applicable legal rate will be due and paid by Tenant to Owner upon demand.

## ARTICLE 9 MECHANICS' LIENS

Tenant will not suffer, create or permit any mechanic's liens or other liens to be filed against the fee interest of Owner in the Land or Project by reason of any work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Land or any part thereof through or under Tenant. If any mechanic's or laborer's liens or materialman's lien will be recorded against the Land or the Project, then within sixty (60) days after notice of the filing thereof, or fifteen (15) days after Tenant is served with a complaint to foreclose said lien or Owner advises Tenant in writing that Owner has been served with the complaint, whichever is earlier, Tenant will use commercially reasonable efforts cause the lien to be removed, or will transfer the lien to bond for the benefit of Owner pursuant to applicable law. If Tenant in good faith desires to contest the lien, Tenant will be privileged to do so, but in that case Tenant agrees to indemnify and save Owner harmless from all liability for damages, including attorneys' fees and costs, occasioned thereby and will, in the event of a judgment of foreclosure upon any mechanic's, laborer's or materialman's lien, cause the same to be discharged and removed prior to the execution of the judgment.

# ARTICLE 10 CONDEMNATION

- 10.1 Interests of Parties on Condemnation. If the Land or any part thereof will be taken for public purpose by condemnation as a result of any action or proceeding in eminent domain, or will be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Owner, Tenant and any Recognized Interest Holder in the award or consideration for the transfer, and the allocation of the award and the other effect of the taking or transfer upon this Lease, will be as provided by this <u>Article 10</u>.
- 10.2 **Total Taking**. If the entire Land is taken, then (a) the right of Tenant and each Subtenant to possess the Land under this Lease will terminate on the date title to the Land vests in the condemning authority; and (b) this Lease will terminate after Tenant and each Recognized Interest Holder has received all amounts that it may be entitled to receive with respect to the taking.

## 10.3 Partial Taking.

(a) In the event of taking or transfer of only a part of the Land, leaving the remainder of the Land in a location, form, shape or reduced size as to be not effectively and practicably usable in the good faith opinion of Tenant (and each Subtenant, if any) for the operation thereon of the Project, taking into consideration the effect, if any, of the taking on the

availability of parking proximately located to the Project, and if Owner agrees with the determination of the Tenant (and each Subtenant, if any), which consent will not be unreasonably withheld, this Lease and all right, title and interest thereunder may be terminated by Tenant (and each Subtenant, if any) giving, within sixty (60) days of the occurrence of the event, thirty (30) days' notice to Owner of Tenant's (and each Subtenant's, if any) election to terminate.

- (b) In the event of a taking of only a part of the Land leaving the remainder of the Land in a location, form, shape or reduced size as to be used effectively and practicably in the good faith opinion of Tenant (and each Subtenant, if any) for the purpose of operation of the Project therein, this Lease will terminate only as to the portion of the Land so taken or transferred as of the date title to the portion vests in the condemning authority, and will continue in full force and effect as to the portion of the Land not so taken or transferred. If title and possession of a portion of the Land is taken under the power of eminent domain, and the Lease continues as to the portion remaining, all compensation and damages ("Compensation") payable to Tenant (or the applicable Subtenant, if any) by reason of any improvements so taken will be available to be used, to the extent reasonably needed, by Tenant (or the applicable Subtenant, if any) in replacing any improvements so taken with improvements of the same type as the remaining portion of the Land.
- Allocation of Award. Any Compensation awarded or payable because of the taking of all or any 10.4 portion of the Land by eminent domain will be awarded in accordance with the values of the respective interests in the Land and all improvements thereon immediately prior to the taking. The value of Owner's interest in the Land immediately prior to a taking will include the then value of its interest in the Land prior to the Expiration Date of this Lease, together with the value of its reversionary interest in the Land and Project after the Expiration Date. The value of Tenant's interest in the Land immediately prior to a taking will include the then value of its interest in the Land and Project for the remainder of the Term. The values will be those determined in the proceeding relating to the taking or, if no separate determination of the values is made in the proceeding, those determined by agreement between Owner, Tenant and any affected Recognized Interest Holders. If the agreement cannot be reached, the values will be determined by an appraiser or appraisers appointed in the manner by agreement of the parties to the dispute, or if no agreement is reached within a reasonable period of time, then an appraiser or appraisers appointed by an arbitrator appointed under Idaho Uniform Arbitration Act. In the event of separate awards, then each party may retain the separate awards made to each and any of them. To the extent any outstanding amount under any Leasehold Mortgagee exists, then the outstanding balance of the Leasehold Mortgage will be satisfied first from Tenant's award or share of the award, and if the share is insufficient, then Tenant will pay the balance from its own resources.
- 10.5 Voluntary Conveyance. Any voluntary conveyance by Owner under threat of a taking under the power of eminent domain in lieu of formal proceedings will be deemed a taking within the meaning of this <u>Article 10</u>.

## ARTICLE 11 ASSIGNMENT

Tenant may not assign, sublease, convey or transfer this Lease or the Leasehold Estate, other than as expressly permitted in <u>Article 5</u> and <u>Article 6</u> of this Lease, without the prior written consent of Owner, which Owner will not unreasonably withhold. No assignment, sublease, conveyance or transfer of this Lease or the Leasehold Estate will release Tenant from this Lease, and Tenant will remain fully liable for all obligations binding upon Tenant under this Lease. In the event of an approved sale or transfer of Tenant's

interest in this Lease, any approved assignee will be required to assume in writing the "Tenant" obligations under this Lease.

## ARTICLE 12 INSURANCE AND INDEMNIFICATION

- 12.1 **Comprehensive Liability Insurance.** Tenant will, at its cost and expense, at all times during the Term, maintain in force, for the joint benefit of Owner and Tenant, a commercial general liability insurance policy or its equivalent issued by a carrier licensed to do business the State of Idaho with a Best's Insurance Guide Rating of A+, by the terms of which Owner and Tenant, are named as insureds or additional insureds, as the case may be, and are indemnified against liability for damage or injury to the Land or person (including death) of any person entering upon or using the Land or the Project. The insurance policy or policies will be maintained on the minimum basis of \$1,000,000.00 for damage to property and for bodily injury or death as to any person, and \$1,000,000.00 as to any one accident. Owner reserves the right to require reasonable increases in the limits of coverage from time to time during the Term; and the requested increase will be deemed reasonable if consistent with commercially reasonable practices for similar projects in the same geographic area. The insurance policy or policies will be stated to be primary and noncontributing with any insurance which may be carried by Owner. Evidence of said insurance will be delivered to Owner on the Commencement Date, and evidence of renewal will be delivered to Owner not less than fifteen (15) days prior to the renewal date of any insurance policies during the Term. In the event Tenant fails to timely pay any premium when due, Owner will be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at the maximum rate allowed by law, to Tenant, to be paid by Tenant.
- Fire and Extended Coverage Property Insurance. Tenant will, at its cost and expense and at all 12.2 times during the Term, maintain in force, for the joint benefit of Owner, Tenant and all Recognized Interest Holders, a policy of insurance against loss or damage to the Project by fire and lightning, and the other perils as are covered under a "Cause of Loss-Special Form" policy or equivalent together with the broadest form of the "extended coverage" or "all risk" endorsements, or equivalent, available in Idaho including damage by wind storm, hurricane, explosion, smoke, sprinkler leakage, vandalism, malicious mischief and any other risks as are normally covered by the endorsements. Owner will be named as an additional insured on the policy of insurance, and any Recognized Interest Holder will be named as required by the Sublease or Leasehold Mortgage, and subject to terms of the Sublease or Leasehold Mortgage any insurance proceeds will be applied in the manner as set forth in this Lease. The insurance will be carried and maintained to the extent of full (actual) replacement cost of the Project; provided however, that during the period of construction, Tenant will provide or cause to be provided in lieu thereof builders' risk or similar type of insurance to the full replacement costs thereof. The insurance policy or policies will be stated to be primary and noncontributing with any insurance which may be carried by Owner. Evidence of said insurance will be delivered to Owner on the Commencement Date. Evidence of renewal will be delivered to Owner not less than fifteen (15) days prior to the renewal date of any insurance policies during the Term. In the event Tenant fails to timely pay any premium when due, Owner will be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at Owner's Interest Rate, to Tenant, to be paid by Tenant as additional rent hereunder. Owner will have no obligation to obtain insurance for the benefit of Tenant.
- 12.3 **Evidence of Insurance**. Evidence of the required liability insurance will be delivered to Owner on the Commencement Date. Evidence of the required property insurance will be delivered to Owner prior to construction of the Project. Evidence of renewal will be delivered to Owner not less than fifteen (15) days prior to the renewal date of any insurance policies during the Term. In the event

Tenant fails to timely pay any premium when due, Owner will be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at Owner's Interest Rate, to Tenant, to be paid by Tenant as additional rent hereunder. Owner will have no obligation to obtain insurance for the benefit of Tenant.

- 12.4 Waiver of Subrogation. Owner and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Project, the Land or in connection with any improvements on or activities conducted on the Land and the Project, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and evidence the waiver by endorsement to the required insurance policies, provided that the release will not operate in any case where the effect is to invalidate or substantially increase the cost of the insurance coverage (provided that in the case of increased cost, the other party will have the right, within thirty (30) days following written notice, to pay the increased cost, thereby keeping the release and waiver in full force and effect).
- 12.5 Indemnification. Tenant (and each Subtenant, but only with respect to the Subleased Property) hereby agrees to indemnify, defend and save Owner harmless from and against any third-party claims, losses, damages and expense (including attorneys' fees and costs through litigation and all appeals) in connection with the loss of life, personal injury and damage to property caused by (a) any occurrence in, upon, at or about the Land or Project; (b) the occupancy, use, construction upon and maintenance of the Land and Project by Tenant (or the applicable Subtenant), and its guests and invitees, and any party acting by, through or under any of them; and (c) any wrongful or negligent act or failure to act by Tenant (or the applicable Subtenant) or its employees, agents or contractors. Nothing contained herein will be construed to make Tenant or any Subtenant liable for any injury or loss caused by the negligence, gross negligence or willful misconduct of Owner or any agent or employee of Owner.

## ARTICLE 13 DAMAGE AND DESTRUCTION

- 13.1 **Tenant's Duty to Restore Property**. If any buildings or improvements now or hereafter on the Land are damaged and/or destroyed in whole or in part by fire, theft, the elements, or any other cause, this Lease will continue in full force and effect, and Tenant, at its sole cost and expense, will have the right to repair and restore the damaged or destroyed Project in any matter permitted by this Lease. The work of repair and restoration will be commenced by Tenant as soon as reasonably possible, with due consideration given to, among other things, clearing of damaged portions of the Land and site preparation, adjustment of insurance claims, redesign, rebidding and repermitting, obtaining a new loan or loans for construction or repair. Tenant will proceed diligently to commence repairs and restoration. Once construction has commenced, Tenant will proceed diligently thereafter to complete the construction or repair, subject to reasonable delays due to force majeure events or events beyond the reasonable control of Tenant. Tenant will not be responsible for delays caused by force majeure events or for reasons beyond the reasonable control of Tenant.
- 13.2 **Option to Terminate Lease for Destruction**. Notwithstanding <u>Section 13.1</u> above, if the Project is damaged or destroyed by fire, theft or any other casualty, then Tenant will have the option of terminating this Lease by at least sixty (60) days' prior written notice of Tenant's intent to do so, If Tenant elects to terminate this Lease, then Tenant will also be required to remove, at Tenant's own expense, all debris and remains of the damaged improvements from the Land.

### **ARTICLE 14 DEFAULTS AND REMEDIES**

- 14.1 **Defaults**. Each of the following events will constitute an "Event of Default":
  - 14.1.1 Tenant's abandonment of the Land, or the improvements now or hereafter constructed thereon, where the abandonment continues for a period of sixty (60) days after notice thereof by Owner to Tenant;
  - 14.1.2 Any violation of the Affordability Requirements or use restrictions set forth in this Lease; provided, however, as to any violations of the use restrictions by any Subtenant, tenant or occupant of the Project, then Tenant's only obligation is to take reasonable action to stop the violation by the Subtenant, tenant or occupant promptly after receipt of written notice from Owner specifying the violation of the use restrictions against the Subtenant, tenant or occupant or occupant; provided, however, Tenant will not be obligated to pursue the termination of any Sublease or the eviction of the Qualified Tenant.
  - 14.1.3 Tenant's failure to pay any monetary obligations of any nature whatsoever required to be paid by Tenant under this Lease when due and payable;
  - 14.1.4 Tenant's failure to observe or perform any other material covenants, conditions or agreements under this Lease.
- 14.2 Notice and Right to Cure. As to any Event of Default occurring under this Lease, Tenant will have thirty (30) days after written notice is given by Owner specifying the nature of the default to cure the default; provided, however, that if after exercise of due diligence and its best efforts to cure the non-monetary default Tenant is unable to do so within the thirty (30) day period, then the curing period will be extended for the reasonable time as may be reasonably approved by Owner for curing the default, so long as Tenant continues to diligently prosecute to completion the curing of the default.
- 14.3 **Remedies.** If any default by Tenant will continue uncured upon expiration of the applicable curing period, then subject to the rights of any Mortgagee or Subtenant under this Lease, Owner may, at Owner's election, terminate this Lease by notice to Tenant. All Tenant's rights in the Land, the Project and in all improvements will terminate upon termination of this Lease. Promptly after any termination, Tenant will surrender and vacate the Land and the Project, and Owner may re-enter and take possession of the Land and the Project, subject to (a) any Subleases where the Subtenant is not in default beyond any applicable cure period; (b) any leases authorized pursuant to <u>Article 5</u>, all of which will remain in full force and effect; and (c) any federal or state affordability programs to which the Project (or individual residential units therein) may be bound. Termination under this paragraph will not relieve Tenant from the payment of any sum then due to Owner, or from any claim for damages previously accrued, or then accruing, against Tenant. Owner will utilize commercially reasonable efforts to mitigate damages in case an Event of Default will occur.

### ARTICLE 15 SURRENDER AND REMOVAL

Upon any termination of the Term, Tenant will surrender possession of the Land and all improvements constructed and installed thereon. Tenant may remove, or cause to be removed, all personal property, trade fixtures and equipment of Tenant, other than permanent fixtures, from the Land within thirty (30) days after the date of any termination of this Lease; thereafter all personal property, trade fixtures and equipment not removed will belong to Owner without the payment of any consideration.

## ARTICLE 16 HAZARDOUS MATERIALS

- 16.1 Definition. "Hazardous Materials" means any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste, and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority, the State of Idaho or the United States Government, including substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; all corresponding and related State of Idaho and local statutes, ordinances and regulations, including without limitation any dealing with underground storage tanks; and in any other environmental law, regulation or ordinance now existing or hereinafter enacted (collectively, "Hazardous Materials Laws").
- 16.2 Use of Property by Tenant. Tenant (and each Subtenant, but only with respect to the Subleased Property) hereby agrees that it and its employees, representatives, agents, contractors, subcontractors, tenants, subtenants and any other occupants of the Land (for purpose of this Section 16.2, referred to collectively herein as "Occupants") will not use, generate, manufacture, process, store or dispose of, on, under or about the Land except in compliance with applicable Hazardous Materials Laws, e.g., Occupants of the Project will have the right to use and store reasonable quantities of Hazardous Materials at the Project used by Tenant as cleaning and office supplies. store reasonable quantities of Hazardous Materials within the Project.
- 16.3 Indemnification by Tenant. Tenant (and each Subtenant, but only with respect to its Subleased Property) will indemnify, defend and hold Owner harmless from any claims, damages, losses or expenses (including reasonable attorneys' fees and costs through litigation and all appeals) resulting from death of or injury to any person, or damage to any property, or government mandated remediation plans, arising from by (a) Tenant's (or Subtenant's, as applicable) failure to comply with any Hazardous Materials Laws with respect to the Land, or (b) a breach of any covenant, warranty or representation of Tenant (or Subtenant, as applicable) under this <u>Article 16</u>. The foregoing indemnification by Tenant and each Subtenant will not extend to Hazardous Materials on, in or about the Land prior to prior to the Commencement Date.

## ARTICLE 17 REPRESENTATIONS AND WARRANTIES

17.1 By Owner. Owner makes the following representations and warranties to Tenant: (a) Owner is duly organized and existing under the laws of its state of origin and has all requisite legal power and authority to execute, deliver and perform this Lease; (b) the execution, delivery and performance by Owner of this Lease have been duly authorized by all requisite entity action of Owner and there is no provision in its charter documents requiring further consent by any other person or entity; (c) this Lease constitutes the legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, reorganization, moratorium or similar laws affecting or limiting creditors' rights generally or by equitable principles relating to enforceability; (d) Owner has fee title to the Land and there are no liens or encumbrances against the Land except as permitted under this Lease; and (e) Owner will not during the Term of the Lease cause or suffer any lien, claim or encumbrances

to exist against the Land by or through Owner, except as permitted by this Lease; (f) as long as Tenant is not in material default of this Lease (beyond any applicable cure period), Tenant will quietly hold, occupy and enjoy the Land during the Term without hindrance of Owner or any person claiming by, through or under Owner; and (g) Owner will cooperate with Tenant as reasonably necessary for Tenant to enjoy the benefits of this Lease, including executing any applications, consents or other instruments that are required (by applicable law or otherwise) to be executed by the fee simple owner of the Land, including any entitlement, subdivision or development applications.

17.2 **By Tenant**. Tenant makes the following representations and warranties to Owner: (a) Tenant is duly organized and existing under the laws of its state of origin and has all requisite legal power and authority to execute, deliver and perform this Lease; (b) the execution, delivery and performance by Tenant of this Lease have been duly authorized by all requisite entity action of Tenant and there is no provision in its charter documents requiring further consent by any other person or entity; (c) this Lease constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, reorganization, moratorium or similar laws affecting or limiting creditors' rights generally or by equitable principles relating to enforceability; (d) Tenant has inspected the Land and accepts the Land in its as-is condition, except for Owner's representations, warranties and covenants under this Lease; and (e) Tenant will not during the Term of the Lease cause or suffer any lien, claim or encumbrances to exist against the Land by or through Tenant, except as permitted by this Lease.

## ARTICLE 18 NOTICES

Unless otherwise specifically required by this Lease or applicable law, any notices, approvals, consents or other communications required or permitted by this Lease or by applicable law to be served on, given to, or delivered to any party to this Lease must be writing and will be deemed duly served, given, delivered and received only when actually received by the receiving party (or delivery is refused by the receiving party). Delivery may be by any reasonable method. Each party agrees to give notice to the other parties of its address for the purpose of this section by giving written notice of the change to the other party in the manner herein provided. If any party fails to provide a current address for notices, then the other parties may serve notices to the then current address for the other party (or its registered agent) in the records of the Idaho Secretary of State or the records of the Blaine County Assessor. For so long as the City of Ketchum remains the Owner, then City of Ketchum may update its notice address by public notice.

## ARTICLE 19 GENERAL PROVISIONS

- 19.1 **Survival of Indemnities**. All representations, warranties and indemnities of Owner, Tenant and each Subtenant under this Lease will survive the expiration or sooner termination of this Lease.
- 19.2 Unavoidable Delay; Force Majeure. If either party will be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, pandemics, epidemics, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated, performance of the act will be excused for the period of the delay; and the period for the performance of any act will be extended for a period equivalent to the period of the delay.
- 19.3 Interpretation. Time is of the essence of any obligation where time is a factor. The use herein of any gender includes all other genders, and the use of the singular number includes the plural and

vice-versa, whenever the context so requires. Captions in this Lease are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Lease or any of the terms hereof. The word "including" will be construed without limitation, as if the words "but not limited to" appear immediately after. The words shall, will and must have the same meaning, which is mandatory. This Lease will not be construed in favor of any party hereto, but to be construed fairly and broadly toward effectuating the purposes hereof. If any term, provision, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired or invalidated. For purposes of this Lease, the parties to this Lease includes Owner and Tenant, and if applicable, any Subtenant in possession of a Subleased Property, but only with respect to the Subleased Property.

- 19.4 **Entire Agreement.** This Lease contains the entire agreement between the parties regarding the subject matter hereof. Any other oral or written representations, agreements, understandings and/or statements will be of no force and effect.
- 19.5 **Waiver; Amendment**. No modification, waiver, amendment, discharge or change of this Lease will be valid unless the same is in writing and signed by the party against which the enforcement of the modification, waiver, amendment, discharge or change is or may be sought. Owner and Tenant agree that they will not amend this Lease with respect to any Subleased Property without the prior written consent of the Subtenant thereof.
- 19.6 Attorney's Fees. If either party retains an attorney to enforce or interpret this Lease, the prevailing party will be entitled to recover reasonable attorneys' fees and litigation costs incurred through litigation, bankruptcy proceedings and all appeals.
- 19.7 **Governing Law**. This Lease will be construed and enforced in accordance with the laws of the State of Idaho.
- 19.8 **Binding Effect**. This Lease will bind, and inure to the benefit of, the parties and their respective successors and permitted assigns.
- 19.9 **Estoppel Certificates.** Either party will execute, acknowledge and deliver to the other party, within twenty (20) days after the request by the other party, a statement in writing certifying, if it is the case, that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of commencement of this Lease; the dates for which the rent and other charges have been paid; any alleged defaults and claims against the other party; and providing any other information as may be reasonably requested.
- 19.10 Waiver of Trial by Jury. EXCEPT AS OTHERWISE PROVIDED BY LAW, OWNER AND TENANT MUTUALLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT TO OWNER TO ACCEPT DELIVERY OF THIS LEASE.

[ end of text; counterpart signature pages follows ]

#### COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

**Owner:** 

CITY OF KETCHUM, an Idaho municipal corporation

Neil Bradshaw, Mayor

By:

Attest:

Tara Fenwick, Ketchum City Clerk

STATE OF IDAHO ) ) SS. County of Blaine )

This record was signed before me on Nov  $18^{+2}$  202 by Neil Bradshaw as Mayor, and by Tara Fenwick as City Clerk of the City of Ketchum.

Misembe



Notary Signature

#### COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

**Tenant:** 

KETCHUM COMMUNITY DEVELOPMENT CORPORATION, an Idaho nonprofit corporation

By: Name: LES FRIEDM Title: EXECUTIVE D RECTOR

STATE OF IDAHO ) ) ss. County of Blaine )

was

+h 202 by before ecember signed on me Charles Friedman as Ketchum Community Execut of Director ve

Development Corporation.

record

This



Lau

Notary Signature



#### EXHIBIT A

## LEGAL DESCRIPTION OF THE LAND

City Hall Property: Lots 3 and 4 Block 45 of the Ketchum Original Town Site

Parking Lot:

Lots W 75' of 7 and 8 Block 45 of the Ketchum Original Town Site

# EXHIBIT B

# CONCEPT PLANS FOR PROJECT

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