



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: August 13, 2026 Staff Member/Dept: Ben Whipple/Administration

Agenda Item: Recommendation to approve Landscape Easement Agreement with the Idaho Foundation for Parks and Lands. The final legal description of the easement area will be added at a later date following installation of the sidewalk improvements, allowing the project engineer to accurately define the easement boundaries based on final constructed conditions.

Recommended Motion:

"I move to approve the Landscape Easement Agreement between the City of Ketchum and the Idaho Foundation for Parks and Lands and authorize the Mayor to execute the agreement."

Reasons for Recommendation:

- Following the July 9, 2026, City Council meeting, staff met with representatives of the Reinheimer Trust to discuss the concerns raised in the Trust's attorney's letter. As a result of those discussions, the proposed landscape easement has been revised to remove the gateway sign, leaving only the landscape improvements. The Reinheimer Trust has confirmed that it has no objection to the revised easement. Letter confirming approval is attached.
- The proposed Landscape Easement Agreement will allow the City to install and maintain landscaping improvements within designated easement areas adjacent to State Highway 75, enhancing the southern gateway into Ketchum.
- Staff has worked collaboratively with GGLO, the Idaho Transportation Department, Idaho Foundation for Parks and Lands, and Sun Valley Company to develop the landscape concepts, planting plans, and future gateway improvements reflected in the agreement.
- The agreement provides a framework for ongoing coordination between the City and Idaho Parks and Lands regarding future improvements, while preserving scenic views and public land values.
- The landscaping improvements complement the South of Town project and support City goals related to beautification, sustainability, and community identity.
- Approval of the agreement will allow the City to move forward with implementation of the approved landscaping improvements and associated maintenance obligations in future budgets.

Sustainability Impact:

None OR state impact here:	The project incorporates native and adaptive plantings, enhances gateway aesthetics, and supports long-term landscape sustainability.
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Financial Impact:

None OR Adequate funds exist in account:	Costs will be presented for Council approval in future budgets.
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Attachments:

1. Letter from Reinheimer Trust Attorney
2. Landscape Easement Agreement #27009

111 N. 1st Avenue
Suite 21
PO Box 2975
Hailey, ID 83333
208.788.6688
www.alturaslawgroup.com

Samuel L. Linnet | sam@alturaslawgroup.com
Attorney

ALTURAS LAW GROUP



August 7, 2026

City of Ketchum

Ben Whipple, bwhipple@ketchumidaho.org

Lisa Enourato, lenourato@ketchumidaho.org

Re: IFPL Landscape Easement

Dear Lisa and Ben:

After review of the updated landscaping plans along Idaho Foundation for Parks and Land property known as the Reinheimer Ranch, the Reinheimer Trust does not object to the currently proposed landscaping plans. We understand that there will be no signs or other structures included in the approved landscaping plans, at this time. We are looking forward to the work to improve the aesthetics of the Reinheimer Ranch. We also want to reiterate our longstanding commitment to preservation of the Reinheimer Ranch property, including our support of the maintenance and repair of fencing that historically allowed the property to be used for holding horses, among other livestock. The Reinheimer Trust will continue to do everything in its power to ensure the history and tradition of this landmark remains in excellent condition for the foreseeable future.

On behalf of the Reinheimer Trust, I thank you for your time and consideration in addressing my client's concerns.

Respectfully submitted,

ALTURAS LAW GROUP, PLLC

A handwritten signature in black ink, appearing to read "Sam Linnet", with a stylized flourish at the end.

Samuel L. Linnet

Attorney for the Reinheimer Trust, Douglas Bradshaw as Trustee

Cc: Client

LANDSCAPE EASEMENT AGREEMENT #27009

This Landscape Easement Agreement (the “Agreement”) is made and entered into by and between *Idaho Foundation for Parks and Lands, Inc.* (the “Grantor”), and the City of Ketchum (the “Grantee”).

RECITALS

1. Grantor is the owner in fee simple of real property located at:

Tax Lot 1157 in NW ¼ NE 1/4, Section 19, Township 4N, Range 18E

Tax Lots 5311 and 5312 in NE ¼ NW ¼, Section 19, Township 4N, Range 18E

Tax Lots 2033 and 2034 in SE ¼ NW ¼, Section 19, Township 4N, Range 18E

(“Property”) more particularly described on Exhibit 1 attached and fully incorporated to this Agreement by reference.

2. Grantor has entered into a Water Main Easement Agreement with Grantee attached hereto as Exhibit 2.

3. Grantee has entered into a Lease of Water Rights Agreement with Grantor attached hereto as Exhibit 3.

4. Grantee desires to construct, install, and maintain landscape and gateway improvements within defined portion of the Property.

5. Grantor is willing to grant to Grantee a non-exclusive easement for such purposes, subject to the terms set forth herein.

6. The location of the easement areas is depicted on Exhibit 4 (Easement Area Map) and will be legally described in Exhibit 5 (legal Description – *to be inserted*).

NOW THEREFORE, in consideration of the mutual covenants contained, the Parties agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee, its successors, assigns, lessees, licensees, and agents, a non-exclusive easement (“Easement”) over, upon, across and within that part of the Property at the location depicted on Exhibit 4 attached hereto and incorporated herein.

2. Purpose of Easement. This grant of Easement is for the sole purpose of installation, repair, and maintenance of landscape improvements as described in Exhibit 4.

3. Landscape Improvements. Grantee agrees to coordinate with the Idaho Transportation Department (ITD) regarding the installation of the landscape improvements. The landscape improvements shall be constructed and maintained at the expense of the Grantee and/or ITD. Grantor shall not be responsible to contribute to the costs of installation and maintenance of the landscape improvements.

3.1 Collaboration. Grantor and Grantee agree to work collaboratively, in good faith, and with reasonable diligence to plan, design, and implement improvements within the Easement Area in a manner that reflects the shared goals of enhancing the visual character of the corridor, preserving the natural and scenic qualities of adjacent public lands, maintaining safety and functionality of the State Highway corridor, and respecting the operational needs of Grantor.

3.2 Review Process. Prior to installation of any improvements not expressly shown in Exhibit 4, Grantee shall submit to Grantor for review and approval on planting plans and species lists, irrigation and grading details, materials and finishes (including fencing if funding allows). Approval shall not be unreasonably withheld, conditioned, or delayed, provided the improvements are consistent with the purposes of this Agreement.

3.3 Fencing. Grantee shall coordinate with Grantor regarding the design and specific location of future fencing within the Easement Area. Grantee shall bear the cost of installation and maintenance of said fencing.

4. Unencumbered Title. Grantor warrants that the Property's Easement granted herein is granted free and clear of all liens and encumbrances.

5. Structures on Easement. Grantor will not erect any permanent structure within the Easement Area.

6. Party Responsibility. Each party shall be solely responsible and liable for its own actions and agents' actions with respect to each party's respective uses of the Property and Easement.

7. Retained Rights. Grantor shall retain all rights to the Property not granted hereby.

8. Recording. This Agreement shall be recorded with the Blaine County Recorder against the Property. The rights, privileges, and Easement granted hereunder shall continue perpetually and shall run with the Property.

9. Binding Effect. All provisions of this Agreement, the Easement, and its benefits and burdens shall run with the land and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto (specifically including successor owners of the Property or portions thereof), and the rights developed pursuant to this Agreement shall be appurtenant to the Property.

10. Remedies. Grantor acknowledges that Grantor, Grantee, and their respective heirs, successors and assigns shall have all rights and remedies provided at law or in equity to enforce this Agreement and in the event of any action or proceeding in any way arising out of this easement, or attempting to enforce any right herein granted, the losing party shall pay the prevailing party's reasonable attorney fees and costs.

11. Notices. All notices shall be given to the parties at the following addresses:

Grantor:

Idaho Foundation for Parks and Lands, Inc.
5657 Warm Springs Ave.
Boise, ID 83716

Grantee:

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

Such notices shall be delivered in person or by certified mail with return receipt requested. Notices shall be deemed to have been given on the earlier of either (a) the actual delivery or refusal to accept delivery, or (b) the date of mailing by certified mail.

12. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

13. Situs. This Agreement and the Easement shall be construed under the laws of the State of Idaho

14. Severability. In the event any of the provisions of this Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this Agreement.

15. Execution. This Agreement shall be in full force and effect upon its duly and valid execution by the parties hereto.

16. Amendment. This Agreement may be modified only upon a writing signed and dated by both parties and attached hereto as a subsequent exhibit.

17. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, both written or oral.

[signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this easement effective as of the day and year first above written.

GRANTOR:
IDAHO FOUNDATION FOR
PARKS AND LANDS, INC.

GRANTEE:
CITY OF KETCHUM IDAHO

Brandy Wilson
President

Pete Prekeges, Mayor

Attest:

Trent Donat, City Clerk

STATE OF IDAHO)
 : ss
County of Blaine)

On this _____ day of _____, 2026, before me, _____, a
Notary Public, personally appeared _____
_____, known or identified to me to be the person(s) whose name(s) is (are)
subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public for Idaho
Commission expires: _____

EXHIBIT 1

Legal Description for Grantor's Property

Tax Lot 1157 in NW ¼ NE ¼, Section 19, Township 4N, Range 18E

Tax Lots 5311 and 5312 in NE ¼ NW ¼, Section 19, Township 4N, Range 18E

Tax Lots 2033 and 2034 in SE ¼ NW ¼, Section 19, Township 4N, Range 18E

EXHIBIT 2
Water Main Easement Agreement

WATER MAIN EASEMENT AGREEMENT

This Water Main Easement Agreement (the "Agreement") is made and entered into by and between *Idaho Foundation for Parks and Lands, Inc.* (the "Grantor"), and the City of Ketchum (the "Grantee").

RECITALS

1. Grantor is the owner in fee simple of real property located at:

Tax Lot 1157 in NW ¼ NE 1/4, Section 19, Township 4N, Range 18E

Tax Lots 5311 and 5312 in NE ¼ NW ¼, Section 19, Township 4N, Range 18E

Tax Lots 2033 and 2034 in SE ¼ NW ¼, Section 19, Township 4N, Range 18E

("Property") more particularly described on Exhibit A attached, and fully incorporated to this Agreement by reference.

2. Grantor desires to grant a water main utility easement in favor of Grantee, in, to, over, upon, across, and through a portion of the Property for a city owned water main and associated water utilities, and for access, ingress and egress thereto for construction, installation, operation, inspection, maintenance and repair of the easement, the city water main, or for removal of utilities, and other purposes as may be required.

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee, its successors, assigns, lessees, licensees, and agents, a non-exclusive easement in, to, over, upon, across and through that part of the Property in the location indicated and as described in Exhibit B ("Easement") attached.

2. Purpose and Access. This grant of Easement shall be for water main utilities, and for access, ingress, and egress to the Easement for construction, installation, operation, inspection, maintenance and repair of the Easement, the city water main, and existing infrastructure, or for the removal of utilities, and other purposes as may be required by the owner of said utilities, together with the right to enter onto the Property for the purposes herein specified, and the right to occupy such width of the land along the boundaries of the Easement as is necessary to properly do the work of constructing, installing, operating, inspecting, maintaining and repairing the Easement, the city water main, and existing infrastructure, or removing the utility, or for other purposes as may be required with personnel and with such equipment as is commonly used, or is reasonably adapted, to that work. Grantor, for themselves, their heirs, successors and assigns, reserve the right to use the Easement for any purpose not inconsistent with this Water Main Easement Agreement.

3. Unencumbered Title. Grantor warrants that the Property's Easement granted herein is granted free and clear of all liens and encumbrances.

4. Costs. Grantor, except for by Grantor's own causal actions, shall bear no responsibility or liability for the costs of constructing and installing water utilities, including the city

water main, or for any costs of operating, inspecting, maintaining, and repairing the same as may be required from time to time, or for removing the utility, and other purposes as may be required.

5. Structures on Easement. Grantor will not erect any permanent structure within the Easement area; however, upon written permission from Grantee, Grantor may place temporary structures on the Easement. Upon receiving written notice from any public utility of the need for inspection, maintenance or repair to the Easement, Grantor will have ten (10) days in which to move such temporary structures. In the case of an emergency, no written notice to Grantor is required.

6. Landscaping. Grantor may landscape the Easement with plantings and ground cover but will plant no trees or large shrubbery on the Easement. Grantor may require Grantee to restore or replace any landscaping on the Easement or for the cost of such landscaping destroyed by the Grantee during its use of the Easement.

7. Party Responsibility. Each party shall be solely responsible and liable for its own actions and agent's actions with respect to each party's respective uses of the Property and Easement.

9. Retained Rights. Grantor shall retain all rights to the Property not granted hereby.

10. Recording. This Agreement shall be recorded with the Blaine County Recorder against the Property. The rights, privileges, and Easement granted hereunder shall continue perpetually and shall run with the Property.

11. Binding Effect. All provisions of this Agreement, the Easement, and its benefits and burdens shall run with the land and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto (specifically including successor owners of the Property or portions thereof), and the rights developed pursuant to this Agreement shall be appurtenant to the Property.

12. Remedies. Grantor acknowledges that Grantor, Grantee, and their respective heirs, successors and assigns shall have all rights and remedies provided at law or in equity to enforce this Agreement and in the event of any action or proceeding in any way arising out of this easement, or attempting to enforce any right herein granted, the losing party shall pay the prevailing party's reasonable attorney fees and costs.

13. Notices. All notices shall be given to the parties at the following addresses:

Grantor:

Idaho Foundation for Parks and Lands, Inc.
5657 Warm Springs Ave.
Boise, ID 83716

Grantee:

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

Such notices shall be delivered in person or by certified mail with return receipt requested. Notices shall be deemed to have been given on the earlier of either (a) the actual delivery or refusal to accept delivery, or (b) the date of mailing by certified mail.

14. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

15. Situs. This Agreement and the Easement shall be construed under the laws of the State of Idaho

16. Severability. In the event any of the provisions of this Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this Agreement.

17. Execution. This Agreement shall be in full force and effect upon its duly and valid execution by the parties hereto.

18. Amendment. This Agreement may be modified only upon a writing signed and dated by both parties and attached hereto as a subsequent exhibit.

19. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, both written or oral.

[signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this easement effective as of the day and year first above written.

GRANTOR:
IDAHO FOUNDATION FOR
PARKS AND LANDS, INC.



Brandy Wilson
President

GRANTEE:
CITY OF KETCHUM IDAHO


Pete Prekeges, Mayor

Attest:



Trent Donat, City Clerk



STATE OF IDAHO)
 : ss
County of)

On this 5th day of MARCH, 2026, before me, TRENT DONAT, a Notary Public, personally appeared PETE PREKEGES, Mayor of KETCHUM, IDAHO, known or identified to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)




Notary Public for Idaho

Commission expires: 1/31/2029

State of Idaho, Ada County ss:

On this 12th day of February, 2026 before me Lizbeth Ojeda Jimenez, a Notary Public in and for said county and state, personally appeared Brandy M. Wilson; known or proven to me to be the person(s) who executed the foregoing instrument.

In witness wherefore, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

LIZBETH OJEDA JIMENEZ
Notary Public
State of Idaho
Commission No. 20215157

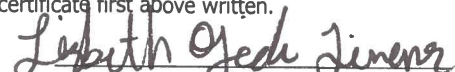

Notary Public Residing at: Ada County
Commission Expires: 10/25/2027

EXHIBIT A

Legal Description for Grantor's Property

Tax Lot 1157 in NW ¼ NE 1/4, Section 19, Township 4N, Range 18E

Tax Lots 5311 and 5312 in NE ¼ NW ¼, Section 19, Township 4N, Range 18E

Tax Lots 2033 and 2034 in SE ¼ NW ¼, Section 19, Township 4N, Range 18E

EXHIBIT B
Legal Description of Easement



Legal Description – WL-A (East) Easement

A 15'-wide strip of land located with Township 4 North, Range 18 East, Section 19, Boise Meridian, City of Ketchum, Blaine County, Idaho, and the centerline of said strip more particularly described as follows:

Commencing at Blaine County GIS Monument "Stein", being a 5/8" rebar with 2"Φ aluminum cap inscribed "STEIN 2004" from which bears the N1/4 corner of said Section 19, as described in CPF #418730, N74°00'23"E, 1386.30 feet;

Thence N00°36'35"W, 348.74 feet to a point on the easterly right-of-way of State Highway 75, also being the **Point of Beginning**;

Thence S89°50'45"E, 179.15 feet;

Thence S67°20'45"E, 53.60 feet;

Thence S89°50'45"E, 607.20 feet;

Thence S44°50'45"E, 309.20 feet;

Thence S25°01'22"E, 61.64 feet;

Thence S13°46'22"E, 365.11 feet;

Thence S36°16'22"E, 40.60 feet;

Thence S88°50'55"E, 137.62 feet;

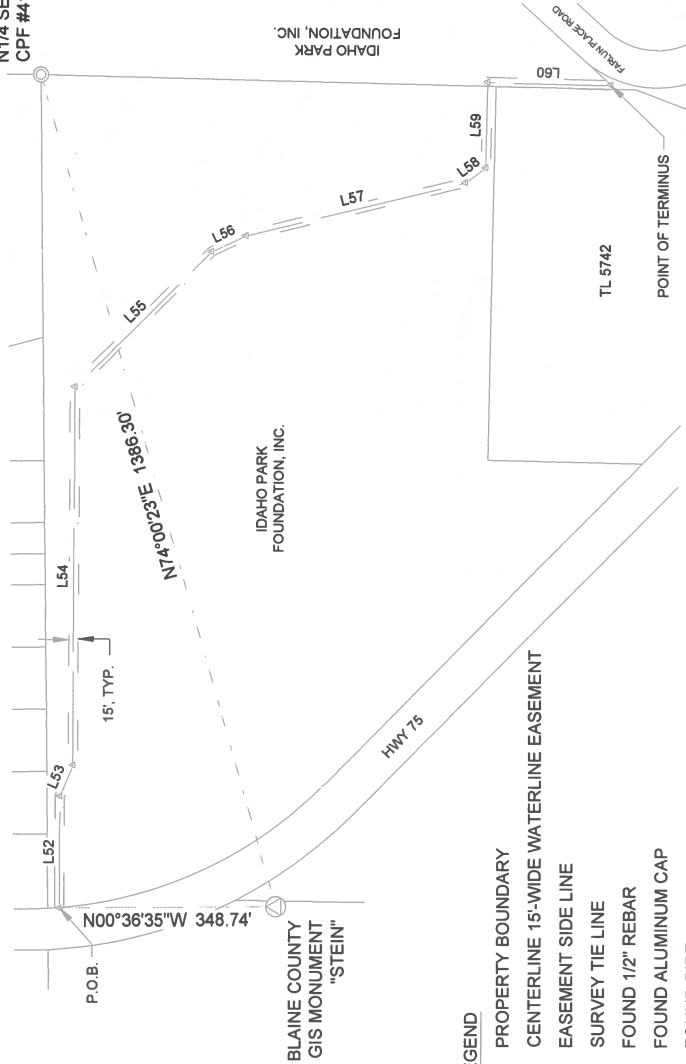
Thence S01°10'32"W, 197.69 feet to a point on the northerly boundary of Weyyakin Subdivision Amended, Block 7, Lot 2A, Inst. No. 603117, and being the **Point of Terminus**.

Sidelines of said strip to be extended or shortened to terminate at adjoining property lines. Described area encompassing 0.67 acres (29,286 SF), more or less. This description is to be construed in conjunction with the exhibit attached hereto and made a part hereof.

Mark W. Van Duser
Idaho PLS 22869
Galena-Benchmark Engineering
1/12/26
Job #24189



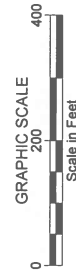
N1/4 SEC. 19
CPF #418730



LINE TABLE		
LINE #	LENGTH	DIRECTION
L52	179.15'	S89°50'45"E
L53	53.60'	S67°20'45"E
L54	607.20'	S89°50'45"E
L55	309.20'	S44°50'45"E
L56	61.64'	S25°01'22"E
L57	365.11'	S13°46'22"E
L58	40.60'	S36°16'22"E
L59	137.62'	S88°50'55"E
L60	197.69'	S01°10'32"W

LEGEND

- PROPERTY BOUNDARY
- CENTERLINE 15'-WIDE WATERLINE EASEMENT
- EASEMENT SIDE LINE
- SURVEY TIE LINE
- FOUND 1/2" REBAR
- FOUND ALUMINUM CAP
- FOUND PIPE
- CALCULATED POINT



WL-A (EAST)
EASEMENT EXHIBIT
LOCATED WITHIN
SECTION 19, TOWNSHIP 04 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR : CITY OF KETCHUM
DWG BY: WW 24189 ESMT.DWG

PROJECT NO. 24189

SHEET: 1 OF 1



Legal Description – WL-A (West) Easement

A 15'-wide strip of land located with Township 4 North, Range 18 East, Section 19, Boise Meridian, City of Ketchum, Blaine County, Idaho, and the centerline of said strip following the as-built location of a water line and more particularly described as follows:

Commencing at Blaine County GIS Monument "Stein", being a 5/8" rebar with 2"Φ aluminum cap inscribed "STEIN 2004" from which bears the N1/4 corner of said Section 19, as described in CPF #418730, N74°00'23"E, 1386.30 feet;

Thence S89°29'50"E, 47.51 feet to a point on the westerly right-of-way of State Highway 75, also being the **Point of Beginning**;

Thence, S22°51'34"W, 13.28 feet;

Thence, S00°21'34"W, 29.95 feet;

Thence, S22°08'26"E, 57.80 feet;

Thence, S22°51'34"W, 127.77 feet;

Thence, S00°41'35"W, 739.46 feet;

Thence, S00°49'52"W, 162.31 feet;

Thence, S21°46'55"E, 99.59 feet;

Thence, S31°31'37"E, 551.60 feet;

Thence, S54°01'37"E, 184.83 feet;

Thence, S65°16'37"E, 262.97 feet;

Thence, S54°00'54"E, 340.70 feet;

Thence, S28°29'31"E, 16.53 feet;

Thence, S16°38'11"W, 16.77 feet to a point intersecting with the northerly boundary of East of Baldy Subdivision, Inst. No. 369083, and being the **Point of Terminus**.

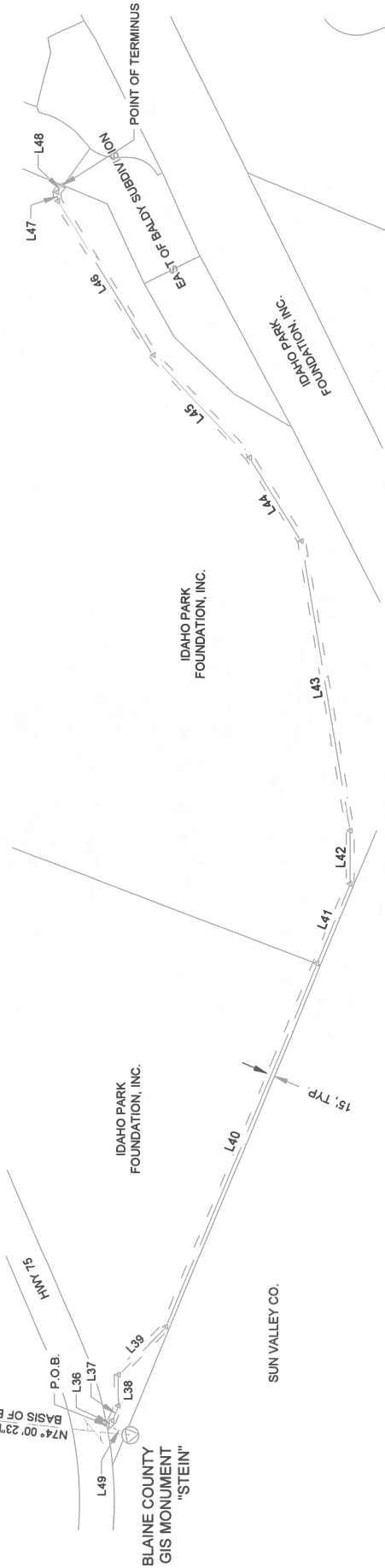
Sidelines of said strip to be extended or shortened to terminate at adjoining property lines. Described area encompassing 0.90 acres (39,066 SF), more or less.

Mark W. Van Duser
Idaho PLS 22869
Galena-Benchmark Engineering
1/12/26
Job #24189



N1/4 SEC. 19
CPF #418730

N74°00'23"E 1388.30'
BASIS OF BEARING



LEGEND

- PROPERTY BOUNDARY
- CENTERLINE 15'-WIDE WATERLINE EASEMENT
- EASEMENT SIDE LINE
- SURVEY TIE LINE
- FOUND 1/2" REBAR
- FOUND ALUMINUM CAP
- FOUND PIPE
- CALCULATED POINT

LINE TABLE		
LINE #	LENGTH	DIRECTION
L36	13.28'	S22°51'34"W
L37	29.95'	S00°21'34"W
L38	57.80'	S22°08'26"E
L39	127.77'	S22°51'34"W
L40	739.46'	S00°41'35"W
L41	162.31'	S00°49'52"W
L42	98.59'	S21°46'55"E
L43	551.60'	S31°31'37"E
L44	184.83'	S54°01'37"E
L45	262.97'	S65°16'37"E
L46	340.70'	S54°00'54"E
L47	16.53'	S28°29'31"E
L48	16.77'	S16°38'11"W
L49	47.51'	S89°29'50"E



WL-A (WEST) EASEMENT EXHIBIT

LOCATED WITHIN
SECTION 19, TOWNSHIP 04 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR : CITY OF KETCHUM

DWG BY: WV 24189 ESMT.DWG

PROJECT NO. 24189

SHEET: 1 OF 1

EXHIBIT 3
Lease of Water Rights Agreement

LEASE OF WATER RIGHTS AGREEMENT #27008

This Lease of Water Rights Agreement (the "Agreement") is made and entered into by and between the City of Ketchum ("City"), and the Idaho Foundation for Parks and Lands, Inc. ("Foundation").

RECITALS

1. The Foundation is a privately funded nonprofit organization whose mission is to preserve and protect open space lands and unique natural, scenic settings for public benefit;
2. The Foundation owns and has sustainably managed Reinheimer Ranch, a 110-acre tract of land adjacent to the City of Ketchum ("Property") for approximately 50 years;
3. The City is working with ITD on improvements to Highway 75, including roadway and landscaping improvements at the intersection of Serenade Lane and Highway 75 near the Property;
4. The City's plans for improvements along Highway 75 also required the installation of a water main crossing the Property;
5. The Foundation has need of supplemental irrigation water for the Property;
6. The City owns the Water Right 37-289, which is currently not utilized for municipal irrigation purposes;
7. The City has offered to lease a portion of the Water Right to the Foundation to provide supplemental irrigation water for the Property;
8. The Foundation has entered into a Water Main Easement Agreement with the City attached hereto as Exhibit A.
9. The Foundation has further agreed to convey a Landscape Easement Agreement with the City. The City is currently working collaboratively and in good faith with the Foundation to develop mutually acceptable landscaping elements.

AGREEMENT

1. **Lease of Water Right.** The City agrees to lease portions of the Water Right to the Foundation on the terms and conditions provided herein.
2. **Initial Term.** Commencing on January 1, 2027 and terminating on December 31, 2031, the City shall lease 4.0 cubic feet per second (cfs) of the Water Right to the Foundation.
3. **Renewal Terms.** Following the termination of the First Lease Term, the City shall lease to the Foundation 2.0 cubic feet per second (cfs) of the Water Right for irrigation use on the

Ranch Real Property, as long as the City holds a Water Main Easement on said property. This lease shall be renewed annually until terminated under Section 4 herein or by mutual agreement of the Parties.

4. Termination of Water Rights Lease. In the event the City terminates the Water Main Easement, or upon its abandonment by the City, the lease of the Water Right shall terminate at the end of the irrigation season contemporaneous with the termination of the Water Main Easement.

5. Lease Rate. The lease rate will be consistent with the rates Idaho Department of Water Resource's Water Bank charges throughout the duration of this agreement. The annual lease payment shall be based on total volume diverted during the irrigation season multiplied by the price per acre-foot charged by the Water Supply Bank for water rentals for that irrigation season. The land value of the Water Line Easement is \$102,000. The City has paid the Foundation \$25,000 upon assignment and signing of the Water Main Agreement. The City shall pay the remaining sum of \$77,000 in water rental to the Foundation commencing on January 1, 2027 for a five-year period, and beginning year six, the lease will continue to be renewed under the renewal terms set forth under Section 3.

7. Offset to Lease Payments. The annual lease payment due to the City shall be offset against the balance due on the purchase price for the Water Main Easement. An amount equal to the then-current rental rate charged by the Water Supply Bank for the leased portion of the Water Right shall be applied to the remaining balance due to the City.

8. Use of Leased Water Right. The leased portion of the Water Right shall be used only for irrigation purposes on the Property. Irrigated acreage shall not exceed the authorized beneficial use of the Water Right.

9. Point of Diversion. At any time following the commencement of the First Lease Term, and as requested by the Foundation, the City agrees to apply for an adjustment from, the point of diversion of the McCoy ditch from its current location to a location in Trail Creek as determined by the Foundation. The City shall be responsible for obtaining any necessary authorization from the Idaho Department of Water Resources for transfer of the point of diversion. Foundation shall be responsible for capital improvement costs associated with implementation of the diversion.

10. Party Responsibility. Each party shall be solely responsible and liable for its own actions and agent's actions with respect to each party's respective uses of the Property.

11. Retained Rights. Foundation and City shall retain all rights to the Property not granted hereby.

12. Recording. This Agreement shall be recorded with the Blaine County Recorder against the Property. The rights, privileges, and Lease granted hereunder shall continue under the terms set forth herein and shall run with the Property.

13. Binding Effect. All provisions of this Agreement and its benefits and burdens shall run with the land and be binding upon the heirs, legal representatives, successors, and assigns of the

parties hereto (specifically including successor owners of the Property or portions thereof), and the rights developed pursuant to this Agreement shall be appurtenant to the Property.

14. Remedies. City acknowledges that Foundation, City, and their respective heirs, successors and assigns shall have all rights and remedies provided at law or in equity to enforce this Agreement and in the event of any action or proceeding in any way arising out of this lease, or attempting to enforce any right herein granted, the losing party shall pay the prevailing party's reasonable attorney fees and costs.

15. Notices. All notices shall be given to the parties at the following addresses:

Idaho Foundation for Parks and Lands, Inc.
5657 Warm Springs Ave.
Boise, ID 83716

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

Such notices shall be delivered in person or by certified mail with return receipt requested. Notices shall be deemed to have been given on the earlier of either (a) the actual delivery or refusal to accept delivery, or (b) the date of mailing by certified mail.

16. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

17. Situs. This Agreement and the Easement shall be construed under the laws of the State of Idaho

18. Severability. In the event any of the provisions of this Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this Agreement.

19. Execution. This Agreement shall be in full force and effect upon its duly and valid execution by the parties hereto.

20. Amendment. This Agreement may be modified only upon a writing signed and dated by both parties and attached hereto as a subsequent exhibit.

21. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, both written or oral.

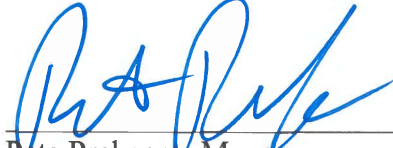
[signatures on following page]

IN WITNESS WHEREOF, the City and Foundation have executed this easement effective as of the day and year first above written.

**IDAHO FOUNDATION FOR
PARKS AND LANDS, INC.**


Brandy Wilson
President

CITY OF KETCHUM IDAHO


Pete Prekeges, Mayor

Attest:

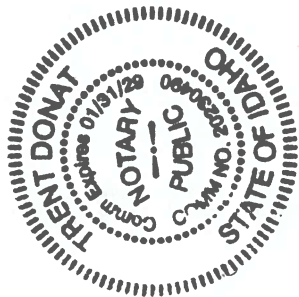

Trent Donat, City Clerk



STATE OF IDAHO)
 : ss
County of Blaine)

On this 25th day of MARCH, 2026⁽²⁰⁾, before me, TRENT DONAT, a Notary Public, personally appeared PETE PREKEGES, MAYOR, known or identified to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

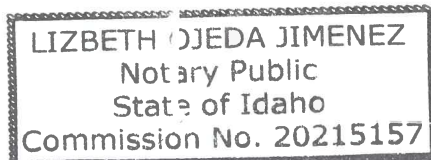



Trent Donat
Notary Public for Idaho
Commission expires: 1/31/2029

State of Idaho, Ada County ss:

On this 11th day of March, 2026, before me Lizbeth Ojeda Jimenez, a Notary Public in and for said county and state, personally appeared Brandy M. Wilson; known or proven to me to be the person(s) who executed the foregoing instrument.

In witness wherefore, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.



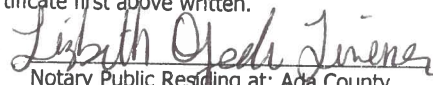

Lizbeth Ojeda Jimenez
Notary Public Residing at: Ada County
Commission Expires: 10/25/2027

EXHIBIT A

Water Main Easement Agreement

#26100

Instrument # 717816
Blaine County, Hailey, Idaho
03/12/2026 03:53:29 PM No. of Pages: 10
Recorded for: CITY OF KETCHUM
Stephen F. Graham Fee: \$37.00
Ex-Officio Recorder Deputy: Jguerrero
Index to: AGREEMENTS WITH CORRECTIONS

WATER MAIN EASEMENT AGREEMENT

This Water Main Easement Agreement (the "Agreement") is made and entered into by and between *Idaho Foundation for Parks and Lands, Inc.* (the "Grantor"), and the City of Ketchum (the "Grantee").

RECITALS

1. Grantor is the owner in fee simple of real property located at:

Tax Lot 1157 in NW ¼ NE 1/4, Section 19, Township 4N, Range 18E

Tax Lots 5311 and 5312 in NE ¼ NW ¼, Section 19, Township 4N, Range 18E

Tax Lots 2033 and 2034 in SE ¼ NW ¼, Section 19, Township 4N, Range 18E

("Property") more particularly described on Exhibit A attached, and fully incorporated to this Agreement by reference.

2. Grantor desires to grant a water main utility easement in favor of Grantee, in, to, over, upon, across, and through a portion of the Property for a city owned water main and associated water utilities, and for access, ingress and egress thereto for construction, installation, operation, inspection, maintenance and repair of the easement, the city water main, or for removal of utilities, and other purposes as may be required.

AGREEMENT

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors, assigns, lessees, licensees, and agents, a non-exclusive easement in, to, over, upon, across and through that part of the Property in the location indicated and as described in Exhibit B ("Easement") attached.

2. **Purpose and Access.** This grant of Easement shall be for water main utilities, and for access, ingress, and egress to the Easement for construction, installation, operation, inspection, maintenance and repair of the Easement, the city water main, and existing infrastructure, or for the removal of utilities, and other purposes as may be required by the owner of said utilities, together with the right to enter onto the Property for the purposes herein specified, and the right to occupy such width of the land along the boundaries of the Easement as is necessary to properly do the work of constructing, installing, operating, inspecting, maintaining and repairing the Easement, the city water main, and existing infrastructure, or removing the utility, or for other purposes as may be required with personnel and with such equipment as is commonly used, or is reasonably adapted, to that work. Grantor, for themselves, their heirs, successors and assigns, reserve the right to use the Easement for any purpose not inconsistent with this Water Main Easement Agreement.

3. **Unencumbered Title.** Grantor warrants that the Property's Easement granted herein is granted free and clear of all liens and encumbrances.

4. **Costs.** Grantor, except for by Grantor's own causal actions, shall bear no responsibility or liability for the costs of constructing and installing water utilities, including the city

water main, or for any costs of operating, inspecting, maintaining, and repairing the same as may be required from time to time, or for removing the utility, and other purposes as may be required.

5. Structures on Easement. Grantor will not erect any permanent structure within the Easement area; however, upon written permission from Grantee, Grantor may place temporary structures on the Easement. Upon receiving written notice from any public utility of the need for inspection, maintenance or repair to the Easement, Grantor will have ten (10) days in which to move such temporary structures. In the case of an emergency, no written notice to Grantor is required.

6. Landscaping. Grantor may landscape the Easement with plantings and ground cover but will plant no trees or large shrubbery on the Easement. Grantor may require Grantee to restore or replace any landscaping on the Easement or for the cost of such landscaping destroyed by the Grantee during its use of the Easement.

7. Party Responsibility. Each party shall be solely responsible and liable for its own actions and agent's actions with respect to each party's respective uses of the Property and Easement.

9. Retained Rights. Grantor shall retain all rights to the Property not granted hereby.

10. Recording. This Agreement shall be recorded with the Blaine County Recorder against the Property. The rights, privileges, and Easement granted hereunder shall continue perpetually and shall run with the Property.

11. Binding Effect. All provisions of this Agreement, the Easement, and its benefits and burdens shall run with the land and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto (specifically including successor owners of the Property or portions thereof), and the rights developed pursuant to this Agreement shall be appurtenant to the Property.

12. Remedies. Grantor acknowledges that Grantor, Grantee, and their respective heirs, successors and assigns shall have all rights and remedies provided at law or in equity to enforce this Agreement and in the event of any action or proceeding in any way arising out of this easement, or attempting to enforce any right herein granted, the losing party shall pay the prevailing party's reasonable attorney fees and costs.

13. Notices. All notices shall be given to the parties at the following addresses:

Grantor:

Idaho Foundation for Parks and Lands, Inc.
5657 Warm Springs Ave.
Boise, ID 83716

Grantee:

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

Such notices shall be delivered in person or by certified mail with return receipt requested. Notices shall be deemed to have been given on the earlier of either (a) the actual delivery or refusal to accept delivery, or (b) the date of mailing by certified mail.

14. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

15. Situs. This Agreement and the Easement shall be construed under the laws of the State of Idaho

16. Severability. In the event any of the provisions of this Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this Agreement.

17. Execution. This Agreement shall be in full force and effect upon its duly and valid execution by the parties hereto.

18. Amendment. This Agreement may be modified only upon a writing signed and dated by both parties and attached hereto as a subsequent exhibit.

19. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, both written or oral.

[signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this easement effective as of the day and year first above written.

GRANTOR:
IDAHO FOUNDATION FOR
PARKS AND LANDS, INC.



Brandy Wilson
President

GRANTEE:
CITY OF KETCHUM IDAHO


Pete Prekeges, Mayor

Attest:



Trent Donat, City Clerk



STATE OF IDAHO)
 : ss
County of)

On this 5th day of MARCH, 2026, before me, TRENT DONAT, a Notary Public, personally appeared PETE PREKEGES, MAYOR of KETCHUM, IDAHO, known or identified to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)



Notary Public for Idaho

Commission expires: 1/31/2029

State of Idaho, Ada County ss:

On this 12th day of February, 2026 before me Lizbeth Ojeda Jimenez, a Notary Public in and for said county and state, personally appeared Brandy M. Wilson; known or proven to me to be the person(s) who executed the foregoing instrument.

In witness wherefore, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

LIZBETH OJEDA JIMENEZ
Notary Public
State of Idaho
Commission No. 20215157

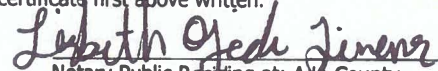

Notary Public Residing at: Ada County
Commission Expires: 10/25/2027

EXHIBIT A

Legal Description for Grantor's Property

Tax Lot 1157 in NW ¼ NE 1/4, Section 19, Township 4N, Range 18E

Tax Lots 5311 and 5312 in NE ¼ NW ¼, Section 19, Township 4N, Range 18E

Tax Lots 2033 and 2034 in SE ¼ NW ¼, Section 19, Township 4N, Range 18E

EXHIBIT B
Legal Description of Easement



Legal Description – WL-A (East) Easement

A 15'-wide strip of land located with Township 4 North, Range 18 East, Section 19, Boise Meridian, City of Ketchum, Blaine County, Idaho, and the centerline of said strip more particularly described as follows:

Commencing at Blaine County GIS Monument "Stein", being a 5/8" rebar with 2"Φ aluminum cap inscribed "STEIN 2004" from which bears the N1/4 corner of said Section 19, as described in CPF #418730, N74°00'23"E, 1386.30 feet;

Thence N00°36'35"W, 348.74 feet to a point on the easterly right-of-way of State Highway 75, also being the **Point of Beginning**;

Thence S89°50'45"E, 179.15 feet;

Thence S67°20'45"E, 53.60 feet;

Thence S89°50'45"E, 607.20 feet;

Thence S44°50'45"E, 309.20 feet;

Thence S25°01'22"E, 61.64 feet;

Thence S13°46'22"E, 365.11 feet;

Thence S36°16'22"E, 40.60 feet;

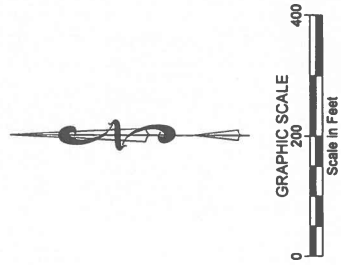
Thence S88°50'55"E, 137.62 feet;

Thence S01°10'32"W, 197.69 feet to a point on the northerly boundary of Weyyakin Subdivision Amended, Block 7, Lot 2A, Inst. No. 603117, and being the **Point of Terminus**.

Sidelines of said strip to be extended or shortened to terminate at adjoining property lines. Described area encompassing 0.67 acres (29,286 SF), more or less. This description is to be construed in conjunction with the exhibit attached hereto and made a part hereof.

Mark W. Van Duser
Idaho PLS 22869
Galena-Benchmark Engineering
1/12/26
Job #24189





LINE TABLE		
LINE #	LENGTH	DIRECTION
L52	179.15'	S89°50'45"E
L53	53.60'	S67°20'45"E
L54	607.20'	S89°50'45"E
L55	309.20'	S44°50'45"E
L56	61.64'	S25°01'22"E
L57	365.11'	S13°46'22"E
L58	40.90'	S38°16'22"E
L59	137.62'	S88°50'55"E
L60	197.89'	S01°10'32"W

WL-A (EAST)

EASEMENT EXHIBIT

LOCATED WITHIN
SECTION 19, TOWNSHIP 04 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR : CITY OF KETCHUM

DWG BY: WW	24189 ESMT.DWG
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SHEET: 1 OF 1



PROJECT NO. 24189

DWG BY: WW	24189 ESMT.DWG
------------	----------------

DWG BY: WW	24189 ESMT.DWG
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SHEET: 1 OF 1



Legal Description – WL-A (West) Easement

A 15'-wide strip of land located with Township 4 North, Range 18 East, Section 19, Boise Meridian, City of Ketchum, Blaine County, Idaho, and the centerline of said strip following the as-built location of a water line and more particularly described as follows:

Commencing at Blaine County GIS Monument "Stein", being a 5/8" rebar with 2"Φ aluminum cap inscribed "STEIN 2004" from which bears the N1/4 corner of said Section 19, as described in CPF #418730, N74°00'23"E, 1386.30 feet;

Thence S89°29'50"E, 47.51 feet to a point on the westerly right-of-way of State Highway 75, also being the **Point of Beginning**;

Thence, S22°51'34"W, 13.28 feet;

Thence, S00°21'34"W, 29.95 feet;

Thence, S22°08'26"E, 57.80 feet;

Thence, S22°51'34"W, 127.77 feet;

Thence, S00°41'35"W, 739.46 feet;

Thence, S00°49'52"W, 162.31 feet;

Thence, S21°46'55"E, 99.59 feet;

Thence, S31°31'37"E, 551.60 feet;

Thence, S54°01'37"E, 184.83 feet;

Thence, S65°16'37"E, 262.97 feet;

Thence, S54°00'54"E, 340.70 feet;

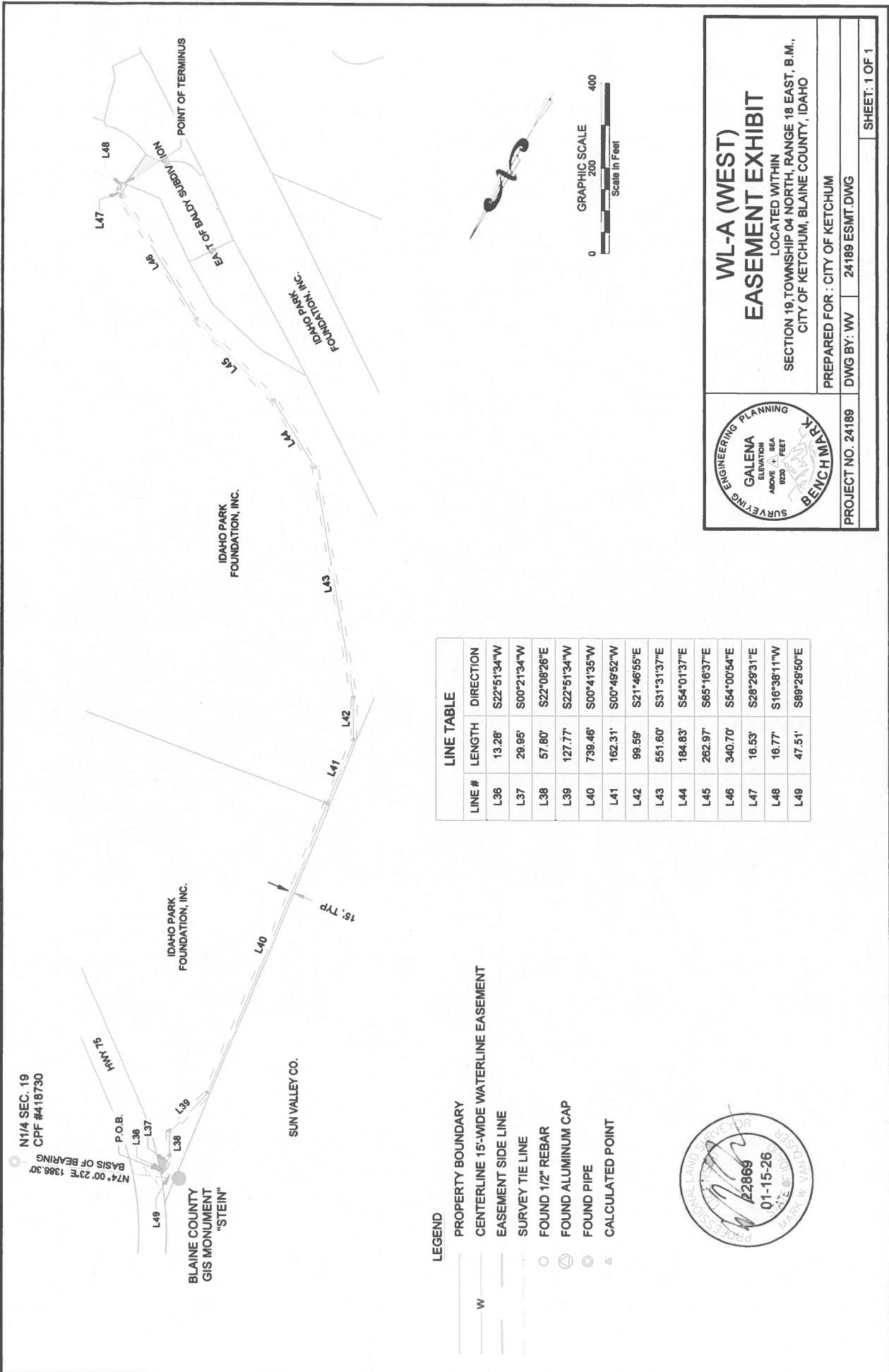
Thence, S28°29'31"E, 16.53 feet;

Thence, S16°38'11"W, 16.77 feet to a point intersecting with the northerly boundary of East of Baldy Subdivision, Inst. No. 369083, and being the **Point of Terminus**.

Sidelines of said strip to be extended or shortened to terminate at adjoining property lines. Described area encompassing 0.90 acres (39,066 SF), more or less.

Mark W. Van Duser
Idaho PLS 22869
Galena-Benchmark Engineering
1/12/26
Job #24189





N1/4 SEC. 19
CPF #418730

P.O.B.
BASIS OF BEARING
N74°00'23"E 1386.30'

IDAHO PARK
FOUNDATION, INC.

BLAINE COUNTY
GIS MONUMENT
"STEIN"

SUN VALLEY CO.

IDAHO PARK
FOUNDATION, INC.

POINT OF TERMINUS

LEGEND

- PROPERTY BOUNDARY
- CENTERLINE 15'-WIDE WATERLINE EASEMENT
- EASEMENT SIDE LINE
- SURVEY TIE LINE
- FOUND 1/2" REBAR
- FOUND ALUMINUM CAP
- FOUND PIPE
- CALCULATED POINT

LINE TABLE		
LINE #	LENGTH	DIRECTION
L36	13.28'	S22°51'34"W
L37	29.95'	S00°21'34"W
L38	57.80'	S22°08'26"E
L39	127.77'	S22°51'34"W
L40	739.46'	S00°41'35"W
L41	182.31'	S00°49'52"W
L42	99.59'	S21°46'55"E
L43	551.60'	S31°31'37"E
L44	184.83'	S54°01'37"E
L45	282.97'	S85°16'37"E
L46	340.70'	S54°00'54"E
L47	16.53'	S28°29'31"E
L48	16.77'	S16°38'11"W
L49	47.51'	S89°29'50"E



WL-A (WEST)
EASEMENT EXHIBIT
LOCATED WITHIN
SECTION 19, TOWNSHIP 04 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR : CITY OF KETCHUM

DWG BY: VW 24189 ESMT.DWG

PROJECT NO. 24189

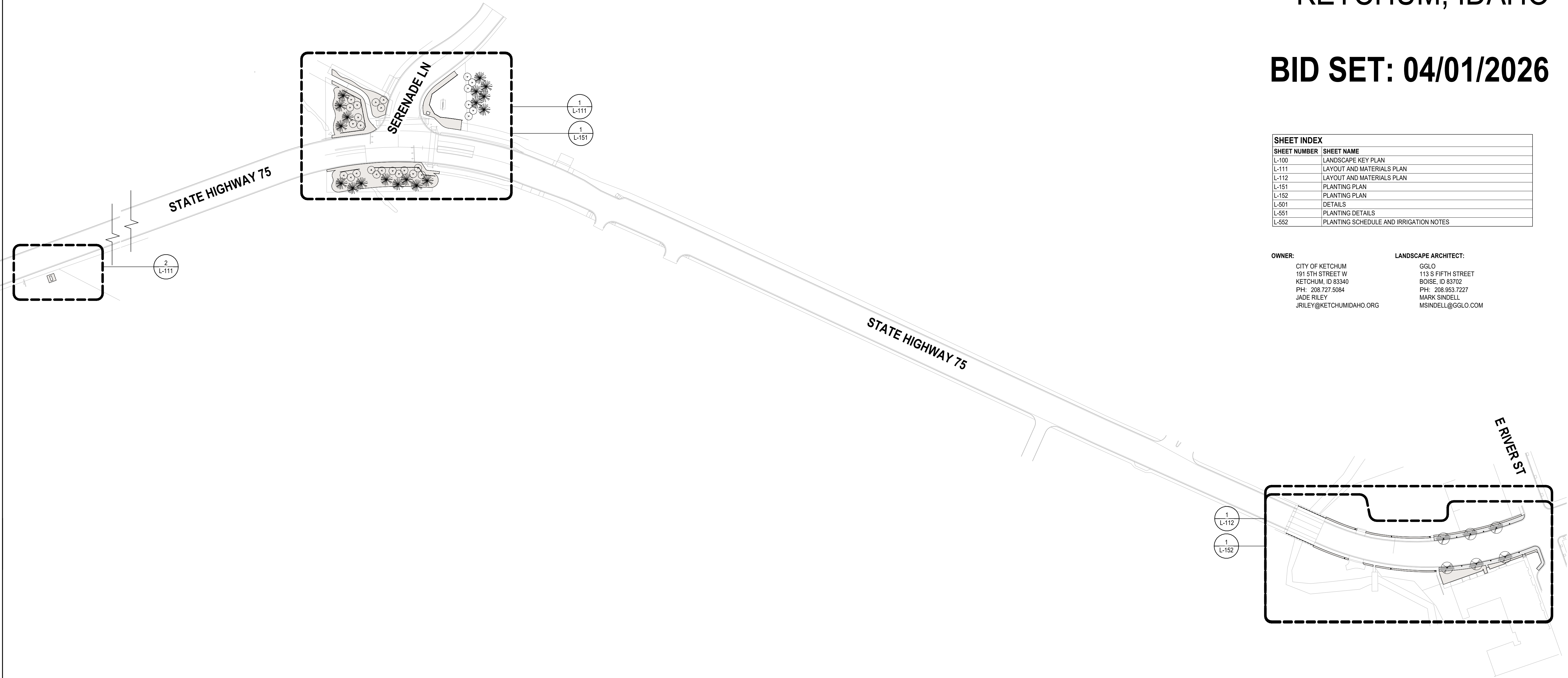
SHEET: 1 OF 1

EXHIBIT 4
Easement Area Map

SOUTH OF TOWN LANDSCAPE

KETCHUM, IDAHO

BID SET: 04/01/2026



SHEET INDEX	
SHEET NUMBER	SHEET NAME
L-100	LANDSCAPE KEY PLAN
L-111	LAYOUT AND MATERIALS PLAN
L-112	LAYOUT AND MATERIALS PLAN
L-151	PLANTING PLAN
L-152	PLANTING PLAN
L-501	DETAILS
L-551	PLANTING DETAILS
L-552	PLANTING SCHEDULE AND IRRIGATION NOTES

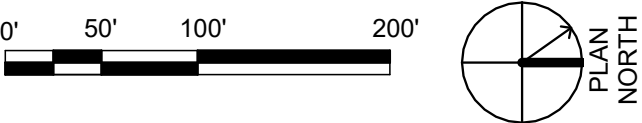
OWNER:

CITY OF KETCHUM
191 5TH STREET W
KETCHUM, ID 83340
PH: 208.727.5084
JADE RILEY
JRILEY@KETCHUMIDAHO.ORG

LANDSCAPE ARCHITECT:

GGLO
113 S FIFTH STREET
BOISE, ID 83702
PH: 208.953.7227
MARK SINDELL
MSINDELL@GGLO.COM

A1 LANDSCAPE KEY PLAN
1" = 100'-0"

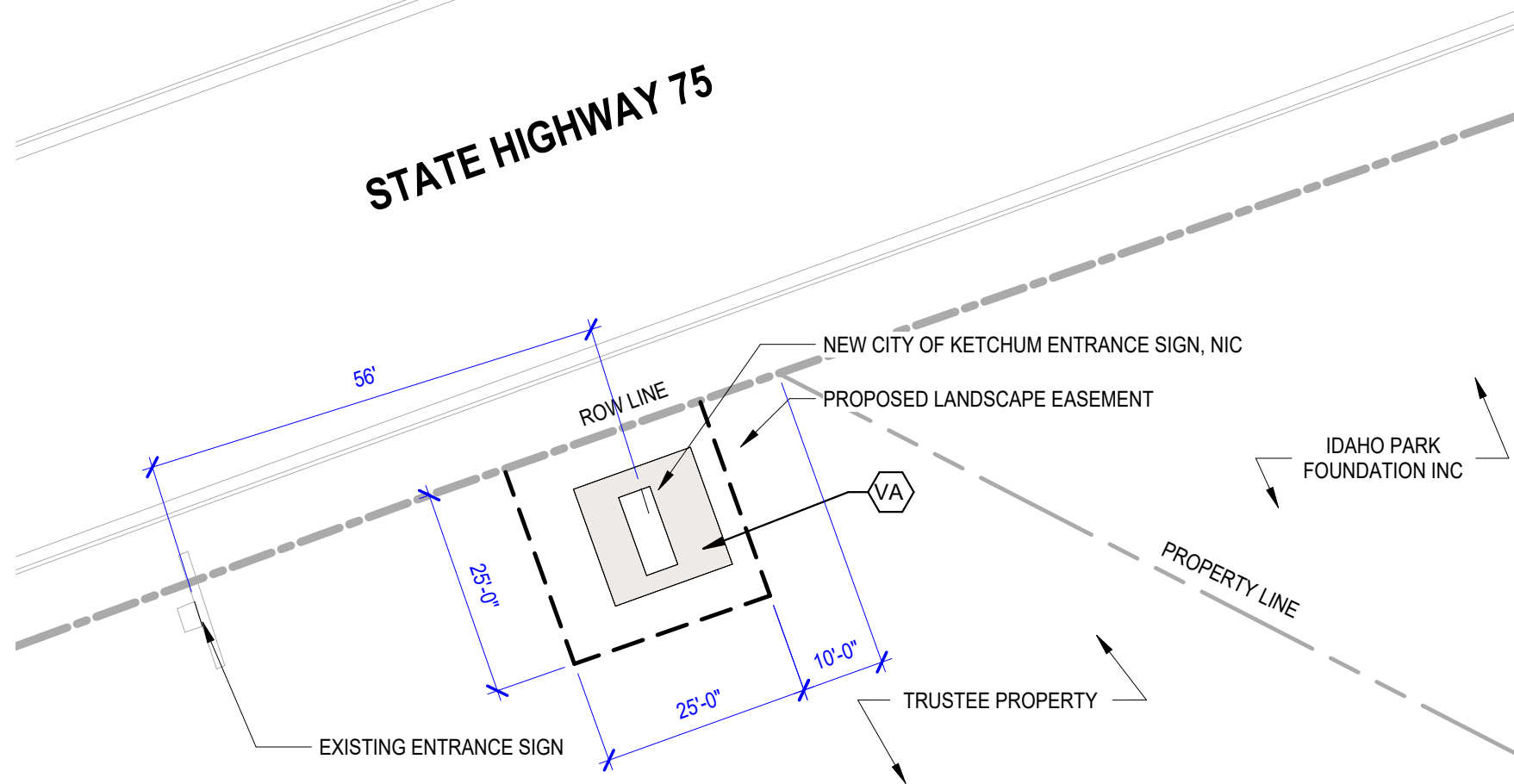


REVISIONS				DESIGNED	SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY	 IDAHO TRANSPORTATION DEPARTMENT	PROJECT NO.	SOUTH OF TOWN LANDSCAPE KEY PLAN	ENGLISH		
NO.	DATE	BY	DESCRIPTION	DESIGN CHECKED			2024088		COUNTY		
				DETAILED					CAD FILE NAME		KEY NUMBER
				DRAWING CHECKED					DRAWING DATE		SHEET
					04/01/2026	GGLO			1 OF 8		

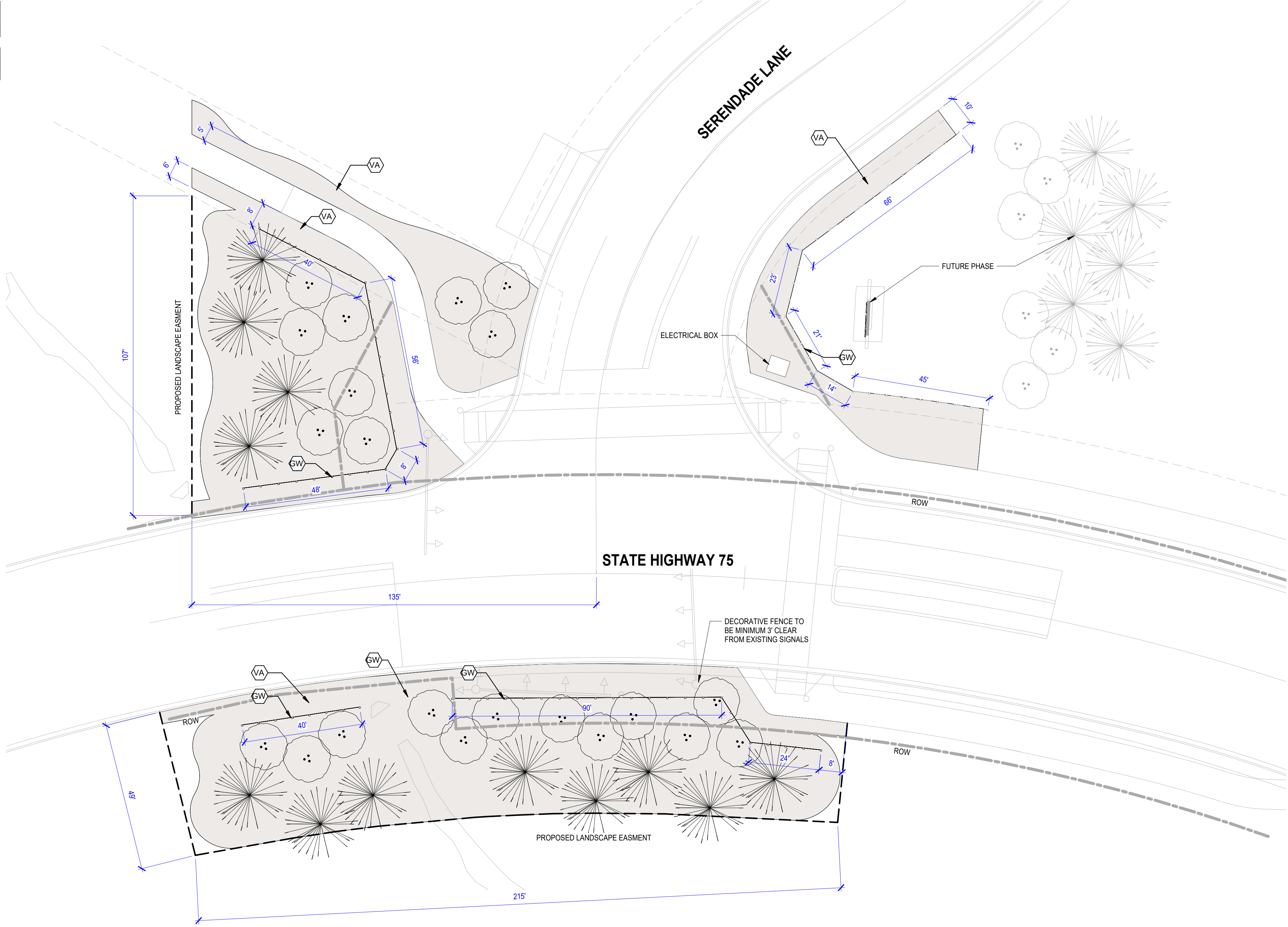
LAYOUT AND MATERIALS LEGEND

TAG	VISUAL	DESCRIPTION	DETAIL	QTY
VA		PLANTING AREA	7 / L-551	22,375 SF
US		SAND SET PAVERS	PER CITY OF KETCHUM MAINSTREET STANDARDS	1,500 SF
GW		ORNAMENTAL FENCE - ADD ALT 1	B1 / L-501	550 LF
LP		DR999-06005-01: NORTHPORT AREA LIGHT SINGLE POST-TOP 2700K, 50% OUTPUT, TYPE 3, FROSTED LENS, CENTER ELEMENT 20K, NO TWIST LOCK. POWDERCOAT COLOR: MATTE BLACK 1 DR999-06005: NORTHPORT AREA LIGHT POLE, SINGLE POST-TOP, 15' LENS HT, 12' POLE HT, 5" DIAMETER, GFCI W/ IN-USE CVR, 2 UPPER PLNTR/BNNRS, 2 LOWER BNNR ARMS, (2) 1/2" HOLES. INCLUDES ANCHOR KITS AND BASE COVER. POWDERCOAT COLOR: MATTE BLACK 1 NORTHPORT 5IN POLE BASE COVER KIT. INCLUDES: BASE COVER ASSEMBLY AND HARDWARE PACK FOR (1) 5 INCH NORTHPORT POLE. POWDERCOAT COLOR: MATTE BLACK 1 NORTHPORT 5IN DIAMETER MOUNTING KIT. INCLUDES: ANCHOR HARDWARE AND TEMPLATE.	PER CITY OF KETCHUM MAINSTREET STANDARDS	12
SC		BELOW GRADE SILVA CELL S901-05G	A1 / L-501	78
TG		TREE GRATE	B3 / L-501	6

PLANTING AREAS QUANTITIES BY LOCATION	
LOCATION	QTY
HIGHWAY 75	185 SF
MAIN ST	1,816 SF
SERENADE LN	18,058 SF
	20,059 SF



2 KETCHUM SIGN
1" = 20'-0"



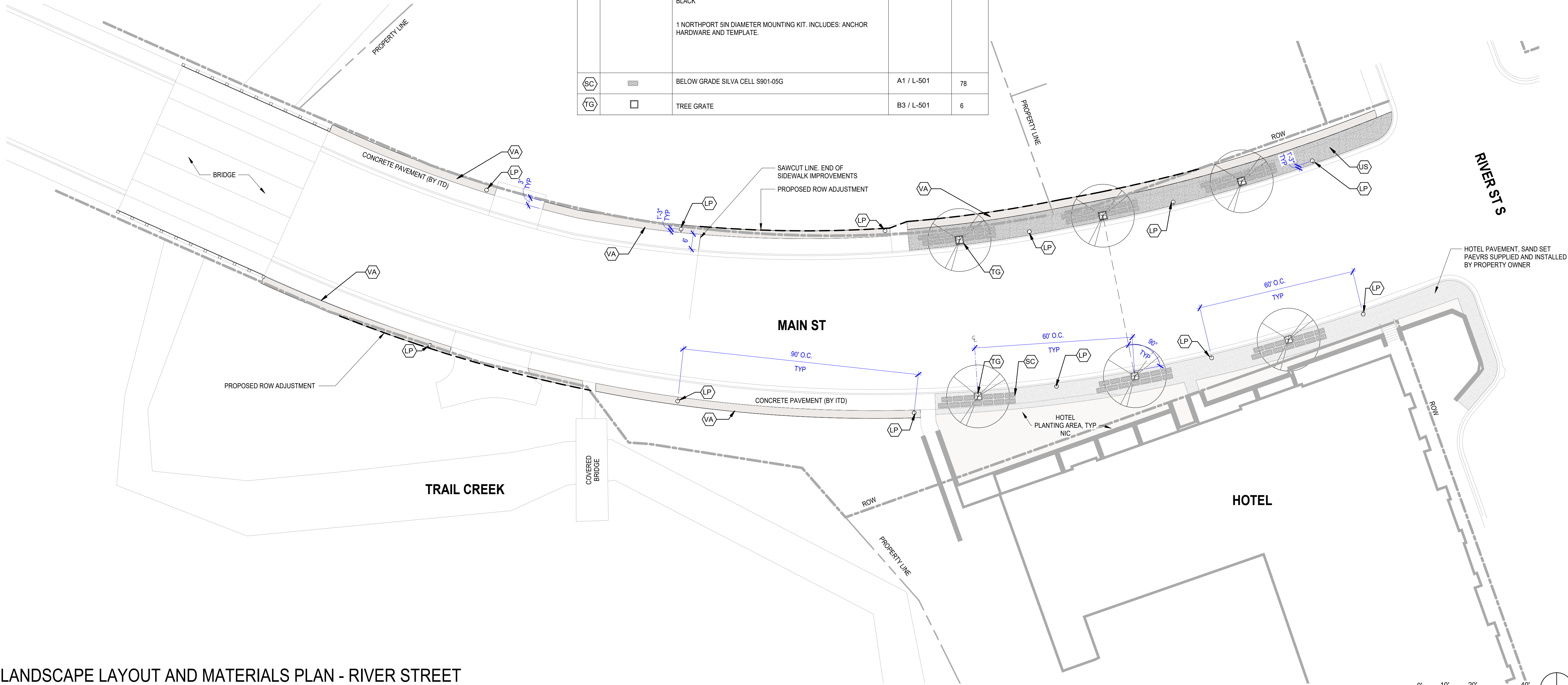
1 SERENADE LANE - LAYOUT AND MATERIALS PLAN
1" = 20'-0"



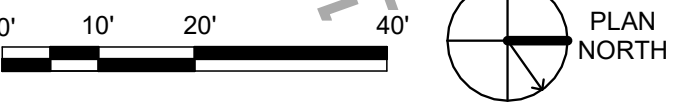
REVISIONS				DESIGNED	SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY  IDAHO TRANSPORTATION DEPARTMENT GGLO	PROJECT NO.	SOUTH OF TOWN LAYOUT AND MATERIALS PLAN	ENGLISH	
NO.	DATE	BY	DESCRIPTION	DESIGN CHECKED		COUNTY			
				DETAILED <th>KEY NUMBER</th>		KEY NUMBER			
				DRAWING CHECKED		DRAWING DATE			
					CAD FILE NAME			BLAINE	
					DRAWING DATE			22210	
					04/01/2026			SHEET 2 OF 8	

LAYOUT AND MATERIALS LEGEND

TAG	VISUAL	DESCRIPTION	DETAIL	QTY
VA		PLANTING AREA	7 / L-551	22,375 SF
US		SAND SET PAVERS	PER CITY OF KETCHUM MAINSTREET STANDARDS	1,500 SF
GW		ORNAMENTAL FENCE - ADD ALT 1	B1 / L-501	550 LF
LP		DR999-06005-01: NORTHPORT AREA LIGHT SINGLE POST-TOP 2700K, 50% OUTPUT, TYPE 3, FROSTED LENS, CENTER ELEMENT 20K, NO TWIST LOCK. POWDERCOAT COLOR: MATTE BLACK 1 DR999-06005: NORTHPORT AREA LIGHT POLE, SINGLE POST-TOP, 15@ LENS HT, 12@ 5" POLE HT, 5" DIAMETER, GFCI W/ IN-USE CVR, 2 UPPER PLNTR/BNNRS, 2 LOWER BNNR ARMS, (2) 1/2" HOLES. INCLUDES ANCHOR KITS AND BASE COVER. POWDERCOAT COLOR: MATTE BLACK 1 NORTHPORT 5IN POLE BASE COVER KIT. INCLUDES: BASE COVER ASSEMBLY AND HARDWARE PACK FOR (1) 5 INCH NORTHPORT POLE. POWDERCOAT COLOR: MATTE BLACK 1 NORTHPORT 5IN DIAMETER MOUNTING KIT. INCLUDES: ANCHOR HARDWARE AND TEMPLATE.	PER CITY OF KETCHUM MAINSTREET STANDARDS	12
SC		BELOW GRADE SILVA CELL S901-05G	A1 / L-501	78
TG		TREE GRATE	B3 / L-501	6



1 LANDSCAPE LAYOUT AND MATERIALS PLAN - RIVER STREET
1" = 20'-0"



REVISIONS				DESIGNED	SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY		IDAHO TRANSPORTATION DEPARTMENT	GGLO	PROJECT NO. 2024088	SOUTH OF TOWN LAYOUT AND MATERIALS PLAN	ENGLISH	
NO.	DATE	BY	DESCRIPTION	DESIGN CHECKED							COUNTY	BLAINE
				DETAILED							KEY NUMBER	22210
				DRAWING CHECKED							SHEET	3 of 8
					CAD FILE NAME							
					DRAWING DATE							
					04/01/2026							

DECIDUOUS TREE LEGEND

TAG	BOTANICAL NAME	COMMON NAME	CAL.	CONT.	REMARKS
SVRM	ACER RUBRUM 'SUN VALLEY'	SUN VALLEY RED MAPLE 2 1/2"	AIR POT	FURNISHED AND INSTALLED BY OWNER	
PTQA	POPULUS TREMULOIDES	QUAKING ASPEN	0"	B&B	Quaking Aspen Mix (25% each), Multi-Stem 14'-16', Single Stem 2", Single Stem 3", Single Stem 4"

EVERGREEN TREES LEGEND

TAG	BOTANICAL NAME	COMMON NAME	MIN. HT	CONT.	REMARKS
PMDF	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	14'-0"	B&B	

SHRUBS AND PERENNIALS LEGEND

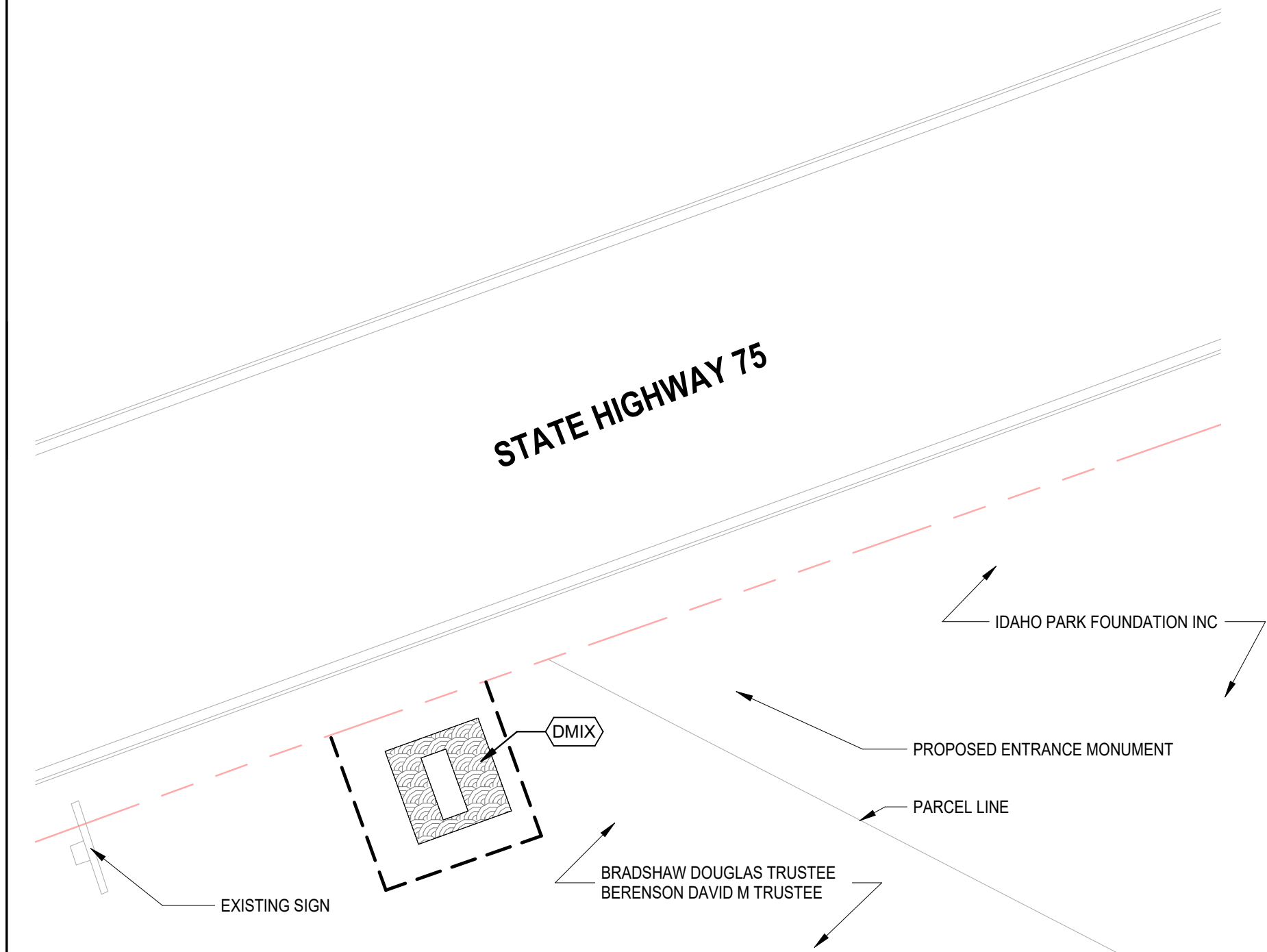
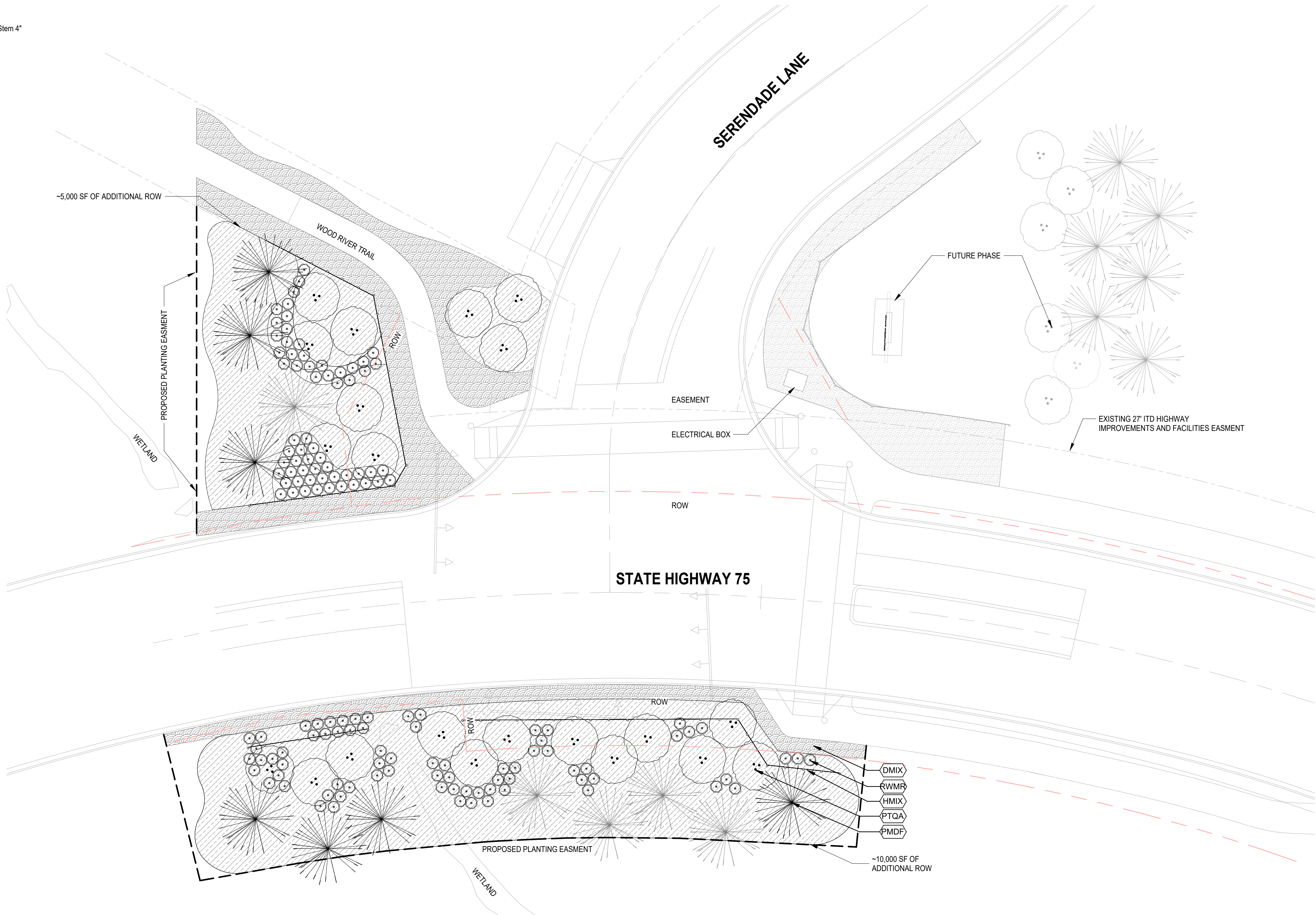
TAG	COMMON NAME
FERG	FEATHER REED GRASS
DMIX	MIX 1
HMIX	MIX 2 - HYDROSEED

MIX 1

ACHILLEA MILLEFOLIUM 'NEW VINTAGE WHITE'/NEW VINTAGE WHITE YARROW
DESCHAMNPSIA CESPITOSA/TUFTED HAIRGRASS
FESTUCA IDAHOENSIS 'SISKIYOU BLUE'/IDAHO FESCUE
HELIANTHUS ANNUUS/IDAHO SUNFLOWER
LINUM LEWISII/BLUE FLAX
LUPINUS SERICEUS/SILKY LUPINE
LUPINUS X 'RUSSELL HYBRID'/RUSSELL HYBRID LUPINE
SCHIZACHYRIUM SCOPARIUM 'THE BLUES'/LITTLE BLUESTEM

MIX 2 (HYDROSEED)

DELPHINIUM OCCIDENTALE/ TALL WESTERN LARKSPUR
DESCHAMNPSIA CESPITOSA/TUFTED HAIRGRASS
FESTUCA IDAHOENSIS/IDAHO FESCUE
KOELERIA MACRANTHA/PRAIRIE JUNEGRASS
PSEUDOROEGNERIA SPICATA/BLUEBUNCH WHEATGRASS



2

KETCHUM SIGN - PLANTING PLAN

1" = 20'-0"

1

SERENADE LANE - PLANTING PLAN

1" = 20'-0"

0' 10' 20' 40'

PLAN NORTH

REVISIONS				DESIGNED	SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY	IDAHO TRANSPORTATION DEPARTMENT	GGLO	PROJECT NO.	SOUTH OF TOWN PLANTING PLAN	ENGLISH	
NO.	DATE	BY	DESCRIPTION	DESIGN CHECKED				COUNTY		BLAINE	
				DETAILED <th>KEY NUMBER</th>				KEY NUMBER			
				DRAWING CHECKED <th>DRAWING DATE</th> <th>22210</th>				DRAWING DATE			22210
					CAD FILE NAME						
					DRAWING DATE						
					04/01/2026						

DEDICUOUS TREE LEGEND

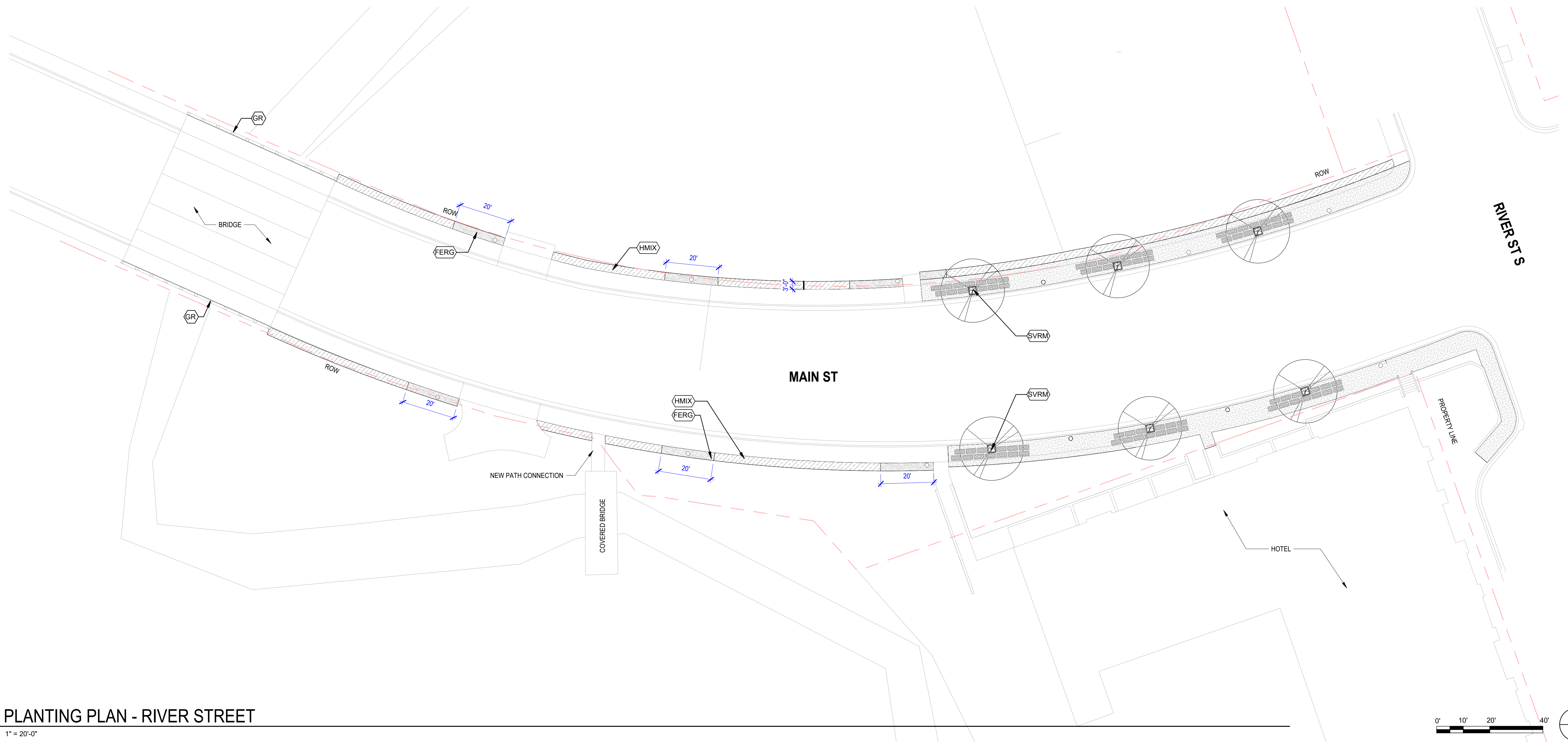
TAG	BOTANICAL NAME	COMMON NAME	CAL.	CONT.	REMARKS
SVRM	ACER RUBRUM 'SUN VALLEY'	SUN VALLEY RED MAPLE 2 1/2"		AIR POT	FURNISHED AND INSTALLED BY OWNER
PTQA	POPULUS TREMULOIDES	QUAKING ASPEN	0"	B&B	Quaking Aspen Mix (25% each), Multi-Stem 14'-16", Single Stem 2", Single Stem 3", Single Stem 4"

EVERGREEN TREES LEGEND

TAG	BOTANICAL NAME	COMMON NAME	MIN. HT	CONT.	REMARKS
PMDF	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	14'-0"	B&B	

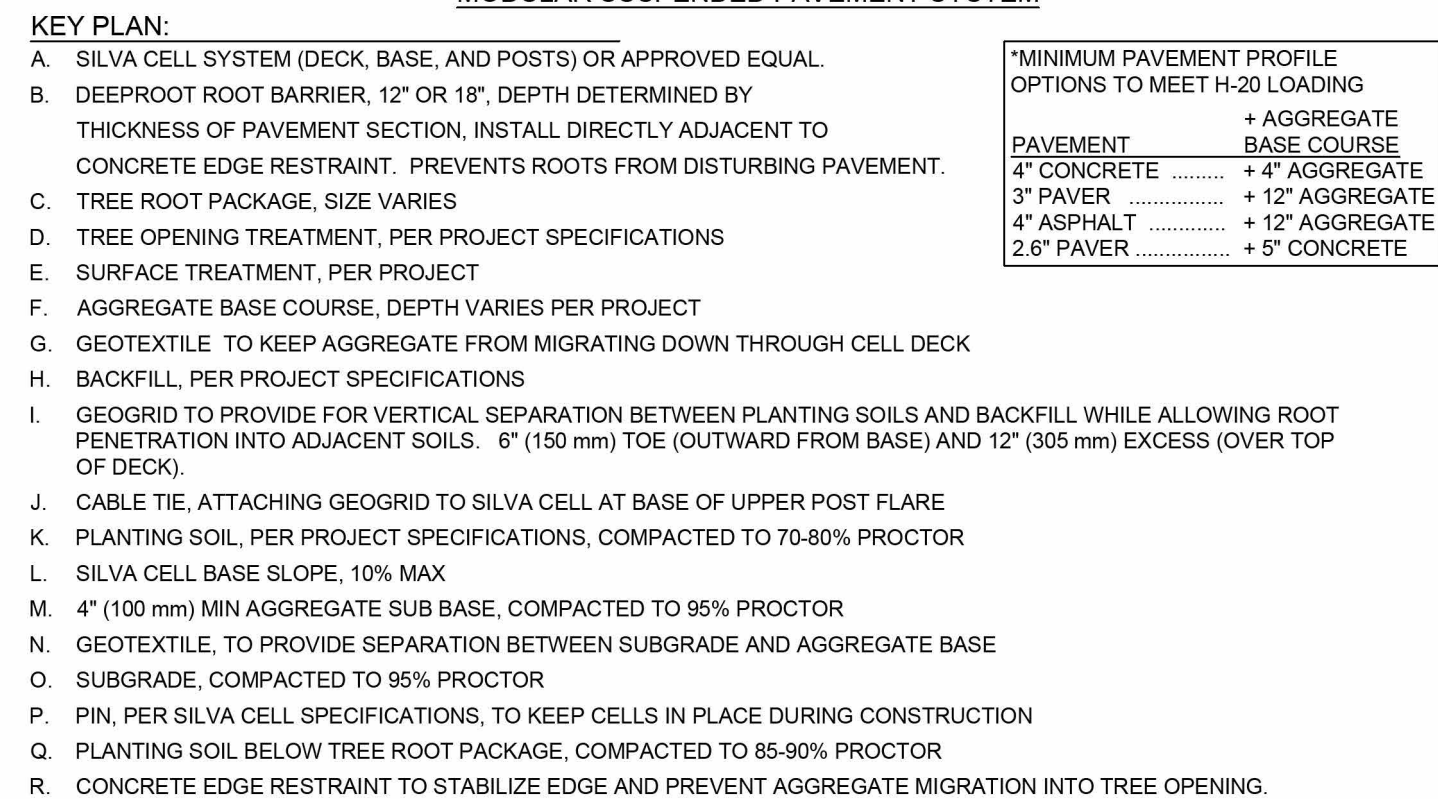
SHRUBS AND PERENNIALS LEGEND

TAG	COMMON NAME
FERG	FEATHER REED GRASS
DMIX	MIX 1
HMIX	MIX 2 - HYDROSEED



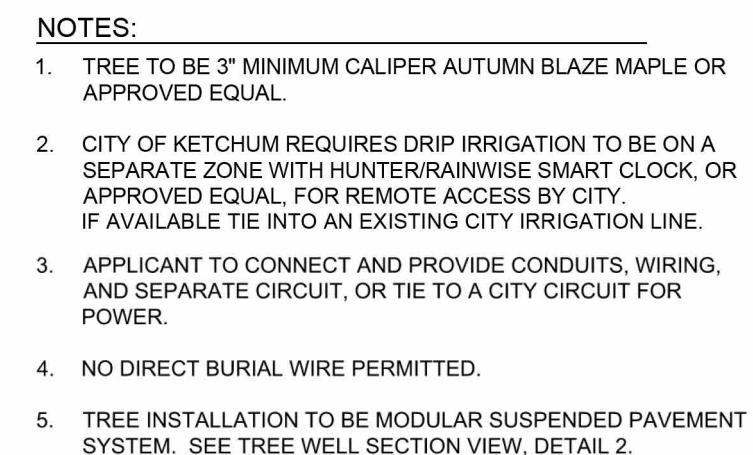
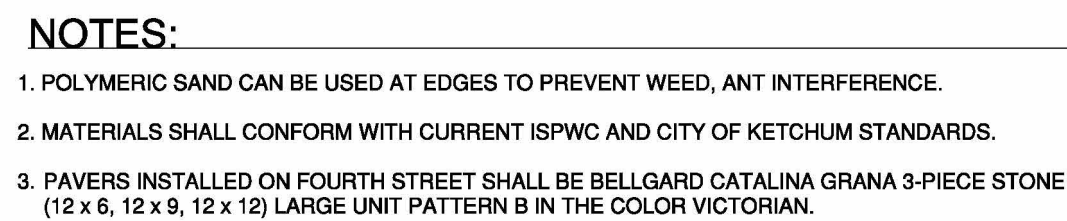
1 PLANTING PLAN - RIVER STREET

REVISIONS				DESIGNED	SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY	 IDAHO TRANSPORTATION DEPARTMENT	PROJECT NO.	SOUTH OF TOWN PLANTING PLAN	ENGLISH		
NO.	DATE	BY	DESCRIPTION	DESIGN CHECKED			CAD FILE NAME		2024088		COUNTY
				DETAILED	KEY NUMBER						
				DRAWING CHECKED	DRAWING DATE	22210					BLAINE
					04/01/2026						
						GGLO			SHEET 5 OF 8		

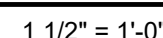
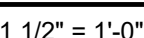


NOTES:

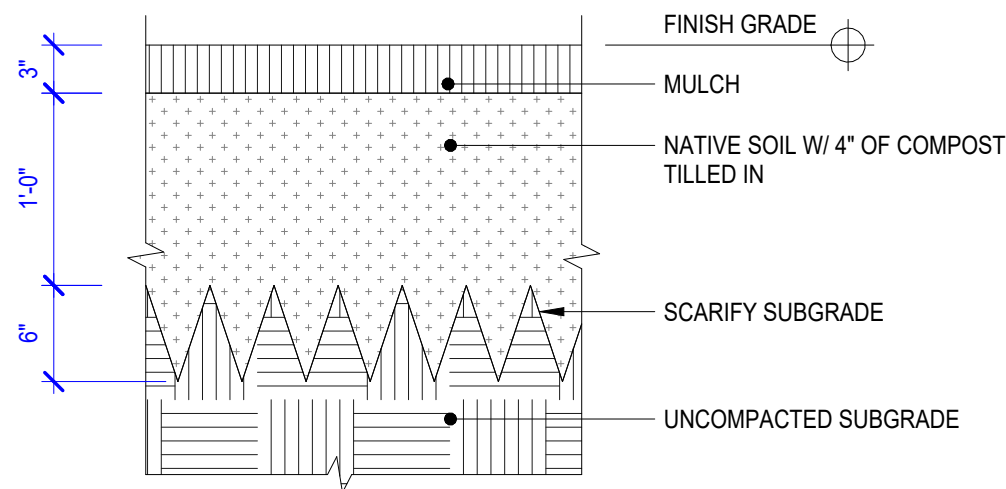
1. EXCAVATION SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE HEALTH AND SAFETY REGULATIONS
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. A PROJECT SPECIFIC DETAIL WILL NEED TO BE PROVIDED TO CITY FOR REVIEW AND APPROVAL.



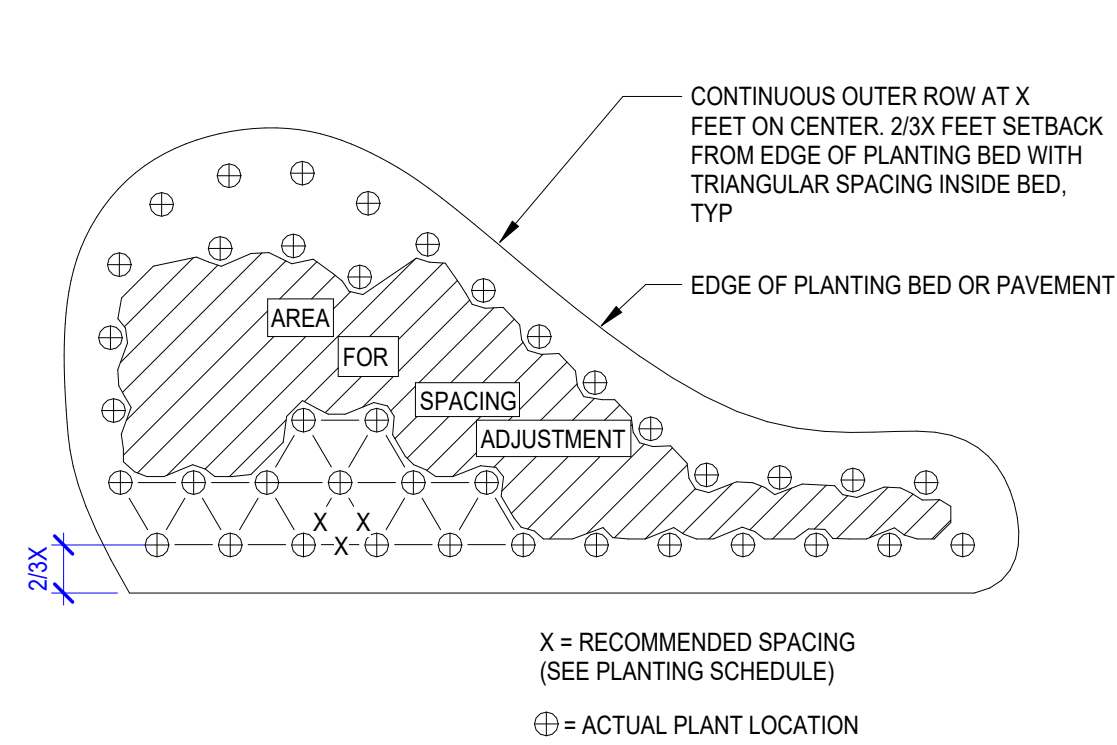
B3 TREE GRATE NIC FOR REFERENCE ONLY
3/4" = 1'-0"



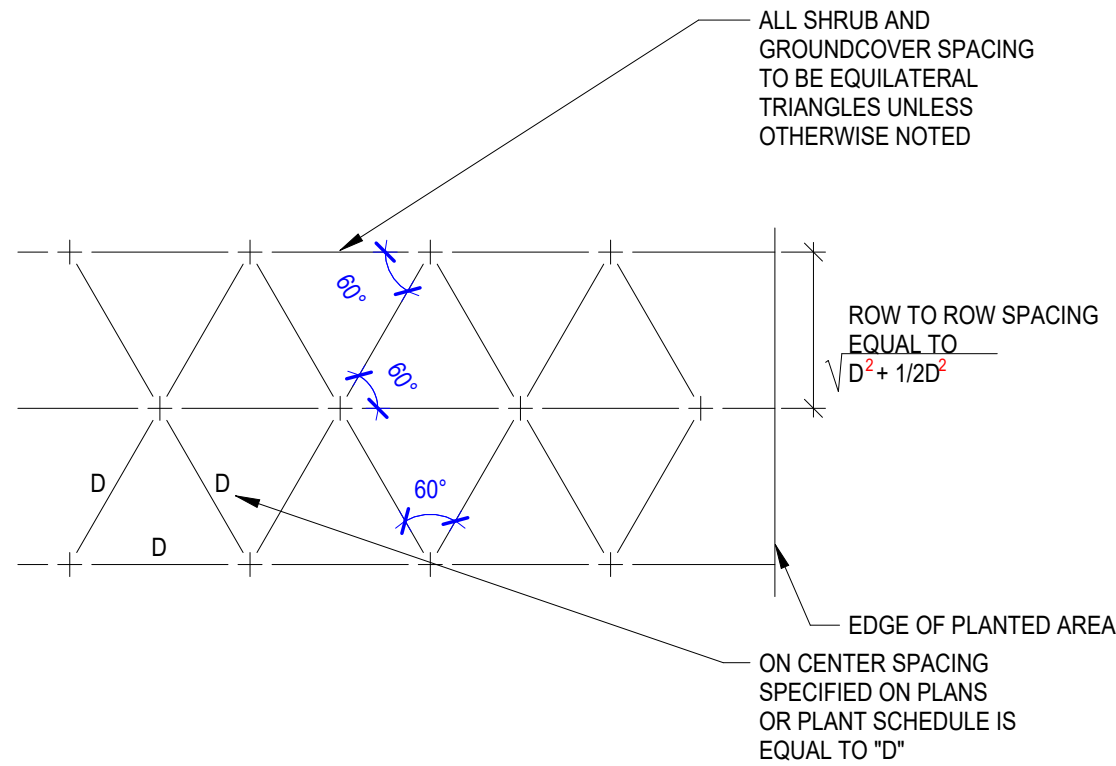
REVISIONS				DESIGNED	SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY	 IDAHO TRANSPORTATION DEPARTMENT	PROJECT NO. 2024088	HARDSCAPE DETAILS SOUTH OF TOWN DETAILS	ENGLISH	
NO.	DATE	BY	DESCRIPTION	DESIGN CHECKED					COUNTY BLAINE	
				DETAILED					CAD FILE NAME	KEY NUMBER 22210
				DRAWING CHECKED					DRAWING DATE 04/01/2026	SHEET 6 OF 8
						GGLO				



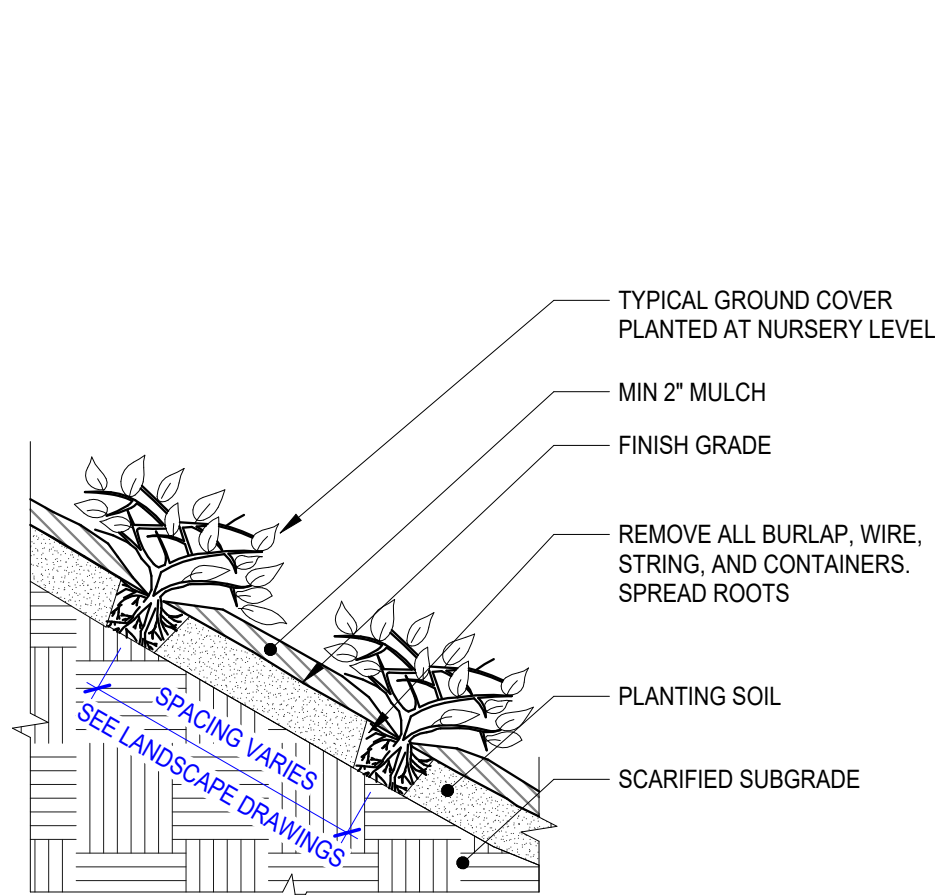
7 SOIL PROFILE AT PLANTING
1" = 1'-0"



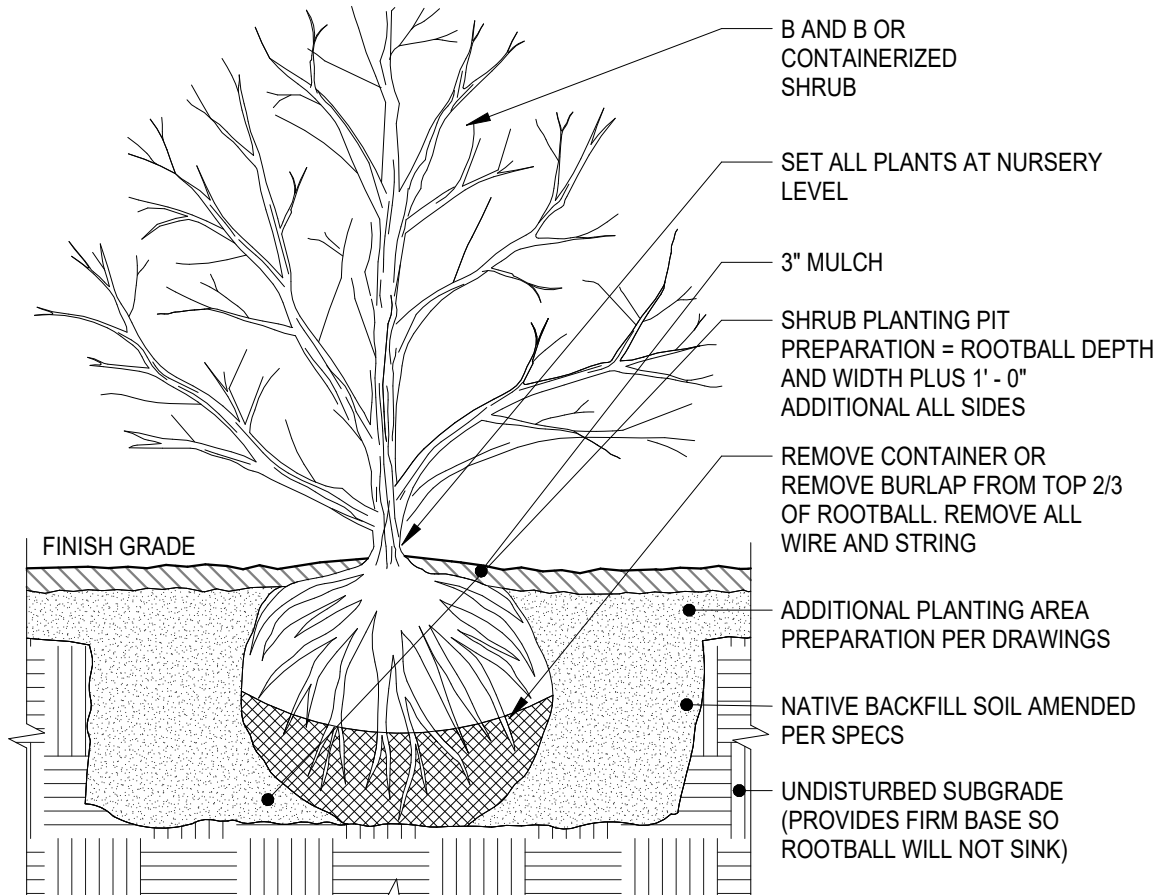
5 TYP PLANTING PATTERN
1 1/2" = 1'-0"



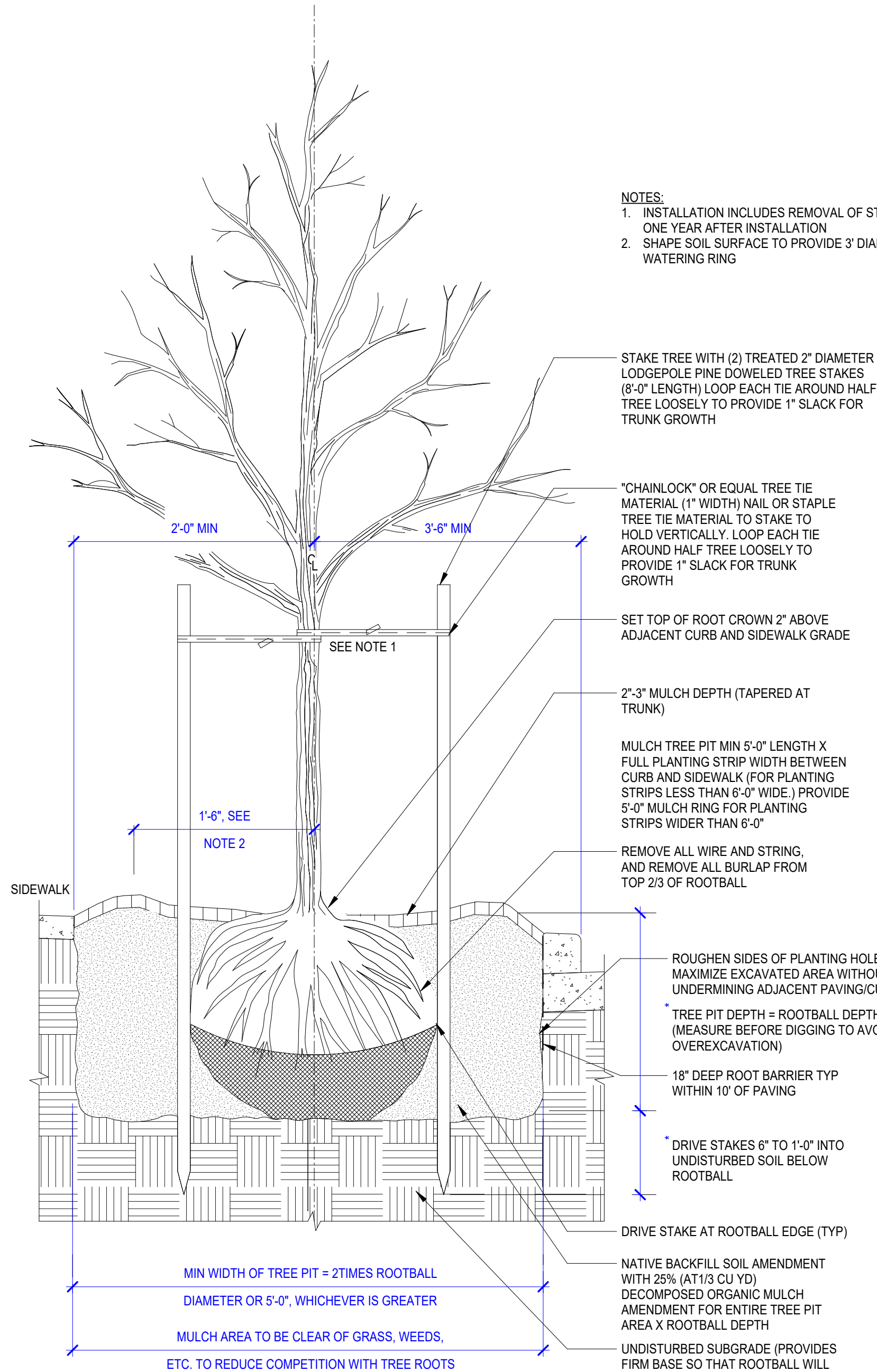
6 TRIANGULAR PLANT SPACING
1/4" = 1'-0"



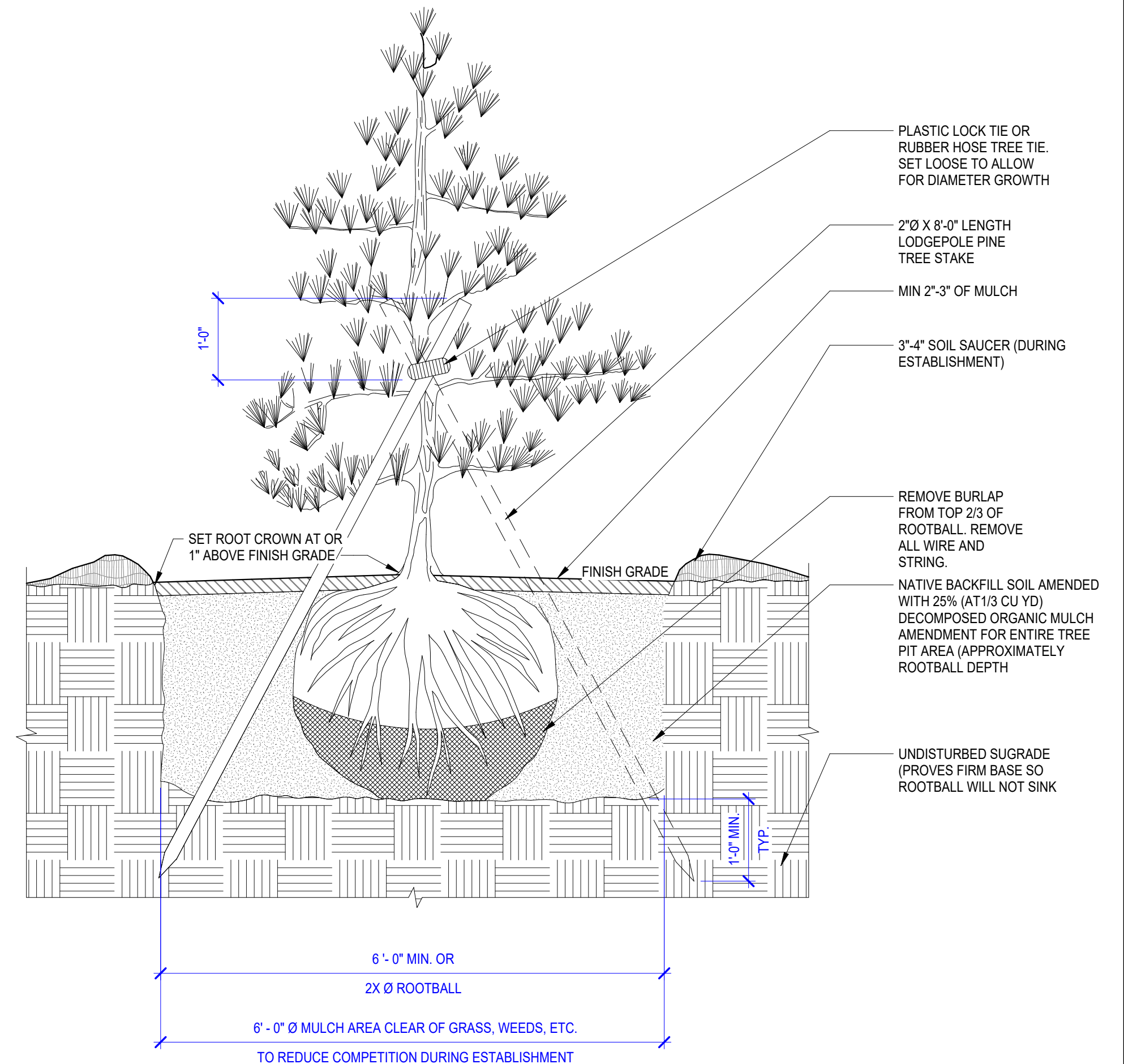
1 GROUND COVER PLANTING
3/4" = 1'-0"



2 SHRUB PLANTING
1" = 1'-0"



3 DECIDUOUS TREE IN PLANTER STRIP
3/4" = 1'-0"



4 CONIFEROUS TREE PLANTING
3/4" = 1'-0"

REVISIONS				DESIGNED	SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY		IDAHO TRANSPORTATION DEPARTMENT	GGLO	PROJECT NO.	PLANTING DETAILS	ENGLISH
NO.	DATE	BY	DESCRIPTION	DESIGN CHECKED					SOUTH OF TOWN PLANTING DETAILS	COUNTY	
				DETAILED <th>BLAINE</th>						BLAINE	
				DRAWING CHECKED <th>22210</th>						22210	
					CAD FILE NAME						
					DRAWING DATE						
					04/01/2026						

DESIGN-BUILD IRRIGATION NOTES:

1. ALL PROPOSED PLANTING AREAS WILL BE WATERED WITH A COMPLETE IN-GROUND AUTOMATIC IRRIGATION SYSTEM WITH HEAD-TO-HEAD COVERAGE AND MINIMAL OVERSPRAY ONTO NON-PLANTED SURFACES. A PROGRAMMABLE IRRIGATION CONTROLLER WITH ELECTRICAL AND DATA CONNECTION SHALL BE INSTALLED.
2. THE IRRIGATION DESIGN AND EQUIPMENT SHALL COMPLY WITH ALL APPLICABLE CODES AND STANDARDS. INSTALL BACKFLOW PREVENTION DEVICE AS REQUIRED BY LOCAL CODES AND HEALTH DEPARTMENT REQUIREMENTS.
3. THE IRRIGATION SYSTEM SHALL BE DIVIDED INTO ZONES ORGANIZED BY PLANT TYPE (TREES, SHRUBS AND GROUNDCOVER, TURF, AND PET AREA RINSING), PLANT WATER USE, AND MICROCLIMATE.
4. THE CONTRACTOR SHALL VERIFY WATER PRESSURE AND FLOW PRIOR TO CONSTRUCTION. REPORT INSUFFICIENT MEASURED WATER PRESSURE AND FLOW TO THE LANDSCAPE ARCHITECT.
5. IF SPRAY IRRIGATION IS USED, SHRUB AREAS SHALL USE 12" POP-UPS AND TURF AREAS SHALL USE 6" POP-UPS.
6. FOR DRIPLINE ZONES, USE 3/4-INCH PVC PIPE IN SLEEVES TO CONNECT PLANTING AREAS.
7. DO NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DIFFERENCES THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE DESIGN. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
8. WHERE THE FIELD CONDITIONS REQUIRE ADJUSTMENTS, IRRIGATION SHALL BE ADDED OR DELETED IN ACCORDANCE WITH THE IRRIGATION LEGEND OR MANUFACTURER'S SPECIFICATIONS. PIPE SIZING SHALL BE ADJUSTED ACCORDINGLY, AND WATER VELOCITY SHALL NOT EXCEED 5 FEET PER SECOND.
9. THE IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST ALL LINES FOR OPTIMUM PERFORMANCE.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR SLEEVES, CHASES AND PENETRATIONS UNDER PAVING, THROUGH WALLS, ETC., UNLESS OTHERWISE NOTED PRIOR TO PAVING AND FORMING. SLEEVE MATERIALS SHALL BE APPROPRIATE FOR THEIR CONDITIONS INCLUDING UNDER VEHICULAR TRAFFIC AREAS.
11. COORDINATE ALL BUILDING PENETRATIONS WITH ARCHITECTURAL PLANS AND WATERPROOFING REQUIREMENTS.
12. THE IRRIGATION SYSTEM IS DESIGNED TO BE WINTERIZED THROUGH THE DRAIN VALVE AT THE POINT OF CONNECTION. COMPRESSED AIR CAN ALSO BE USED THROUGH THE QUICK COUPLER VALVE AT THE POINT OF CONNECTION TO BLOW-OUT THE SPRINKLER ZONE.
13. SHUT-OFF VALVES SHALL BE INSTALLED ON THE MAINLINE TO ISOLATE THE IRRIGATION SYSTEM IN THE ROW. ALL IRRIGATION IN THE ROW SHALL BE ON ZONES/VALVES SEPARATE FROM ON-SITE IRRIGATION.

PLANT SCHEDULE

EVERGREEN TREES

QTY.	TAG	BOTANICAL NAME	COMMON NAME	MIN. HT	CONT.	REMARKS
12	PMDF	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	14'-0"	B&B	

DECIDUOUS TREES

QTY.	TAG	BOTANICAL NAME	COMMON NAME	CAL.	CONT.	REMARKS
6	SVRM	ACER RUBRUM "SUN VALLEY"	SUN VALLEY RED MAPLE	2 1/2"	AIR POT	FURNISHED AND INSTALLED BY OWNER
21	PTQA	POPULUS TREMULOIDES	QUAKING ASPEN	0"	B&B	Quaking Aspen

SHRUBS

QTY.	TAG	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
135	RWMR	ROSA WOODSII	MOUNTAIN ROSE	1 GAL	

PLANT MIXES

QTY	TAG	AREA	COMMON NAME	SIZE	SPACING	REMARKS
585	DMIX	4,560 SF	MIX 1	1 GAL	3'-0"	
0	HMIX	15,109 SF	MIX 2 - HYDROSEED		0"	HYDROSEED
50	FERG	390 SF	FEATHER REED GRASS	1 GAL	3'-0"	

MIX 1 50% GRASSES

- 15% - *ACHILLEA MILLEFOLIUM* 'NEW VINTAGE WHITE'/'NEW VINTAGE WHITE YARROW
- 15% - *DESCHAMPSIA CESPITOSA*/'TUFTED HAIRGRASS
- 15% - *FESTUCA IDAHOENSIS* 'SISKIYOU BLUE'/'IDAHO FESCUE
- 10% - *HELIANTHUS ANNUUS*/'IDAHO SUNFLOWER
- 15% - *LINUM LEWISII*/'BLUE FLAX
- 10% - *LUPINUS SERICEUS*/'SILKY LUPINE
- 15% - *LUPINUS X 'RUSSELL HYBRID'*/'RUSSELL HYBRID LUPINE'
- 15% - *SCHIZACHYRIUM SCOPARIUM* 'THE BLUES'/'LITTLE BLUESTEM

MIX 2 (HYDROSEED)

30% - DELPHINIUM OCCIDENTALE/ TALL WESTERN LARKSPUR
15% - DESCHAMNPSIA CESPITOSA/TUFTED HAIRGRASS
20% - FESTUCA IDAHOENSIS/IDAHO FESCUE
20% - KOELERIA MACRANTHA/PRAIRIE JUNEGRASS
15% - PSEUDOROEGNERIA SPICATA/BUEBUNCH WHEATGRASS

REVISIONS				DESIGNED	SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY	 IDAHO TRANSPORTATION DEPARTMENT	PROJECT NO.	SOUTH OF TOWN PLANTING SCHEDULE AND IRRIGATION NOTES	ENGLISH		
NO.	DATE	BY	DESCRIPTION	DESIGN CHECKED			CAD FILE NAME		2024088		COUNTY
					DRAFTING DATE 04/01/2026	GGLO					BLAINE
				DETAILED							KEY NUMBER
				DRAWING CHECKED							22210
								8 of 8	SHEET		

EXHIBIT 5
Legal Description
[to be inserted]