



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: August 13, 2026

Staff Member/Dept: Genoa Beiser, Associate Planner
Planning and Building Department

Agenda Item: Recommendation to review and approve Townhouse Subdivision Preliminary Plat P26-016a for the Seidner Residences at 460 N 4th Avenue and adopt Findings of Fact, Conclusions of Law, and Decision.

Recommended Motion:

"I move to approve Townhouse Subdivision Preliminary Plat P26-016a for the Seidner Residences and adopt Findings of Fact, Conclusions of Law, and Decision."

Reasons for Recommendation:

- The applicant submitted a Townhouse Subdivision Preliminary Plat application (P26-016a) and Design Review application (P26-016) on March 30, 2026.
- The Planning and Zoning Commission held a public hearing for both applications on July 1, 2026. The Planning and Zoning Commission unanimously approved the Design Review application and unanimously recommended approval to City Council on the Townhouse Subdivision Preliminary Plat application. The Planning and Zoning Commission adopted Findings of Fact, Conclusions of Law, and Decision at the July 16, 2026 Planning and Zoning Commission meeting.

Policy Analysis and Background:

The applicant submitted a Design Review application and Townhouse Subdivision Preliminary Plat application for detached townhomes and townhouse sublots located at 460 N 4th Avenue ("subject property"). The subject property is zoned General Residential – Low Density (GR-L) and currently has an approximately 1,200 square foot single family home with a 280 square foot accessory building (see figure 1 on page 2). The GR-L zone allows two dwelling units per lot. In the proposal, Unit A is 3,972 gross sf on a 4,638 sf subplot with three stories and a two-car garage. Unit B is 2,765 gross sf on a 3,614 sf subplot with three stories and a one-car garage. Unit A will have a driveway coming off 4th Avenue while Unit B will be accessed by a driveway coming off the alleyway adjacent to the rear lot line. The units are designed towards their main access "frontage".

The Townhouse Subdivision Preliminary Plat is in conformance with all requirements, standards, and criteria for Townhouse Subdivision Preliminary Plats. For a thorough analysis and preliminary plat standards evaluation, please see Attachment 3: Draft Findings of Fact, Conclusions of Law, and Decision or Attachment 4: Staff Report – Planning and Zoning Commission July 1, 2026.

Sustainability Impact:

None

Financial Impact:

None

Attachments:

- | |
|---|
| 1. Townhouse Subdivision Preliminary Plat |
| 2. Application Materials |
| 3. Draft Findings of Fact, Conclusions of Law, and Decision |
| 4. Staff Report – Planning and Zoning Commission July 1, 2026 |



City of Ketchum

ATTACHMENT 1

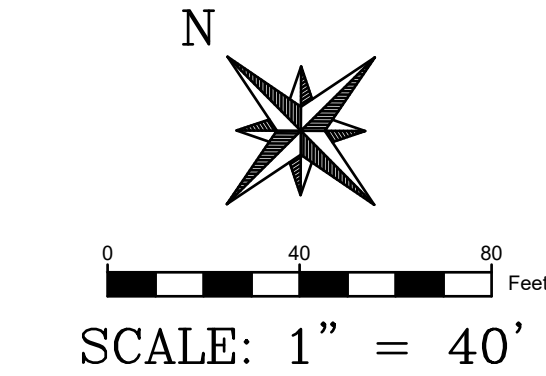
Townhouse Subdivision Preliminary Plat

A PLAT SHOWING

SEIDNER RESIDENCES

WHEREIN LOT 6, BLOCK 75, KETCHUM TOWNSITE IS SUBDIVIDED INTO 2 TOWNHOUSE SUBLOTS AS SHOWN HEREON
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

MAY 2026



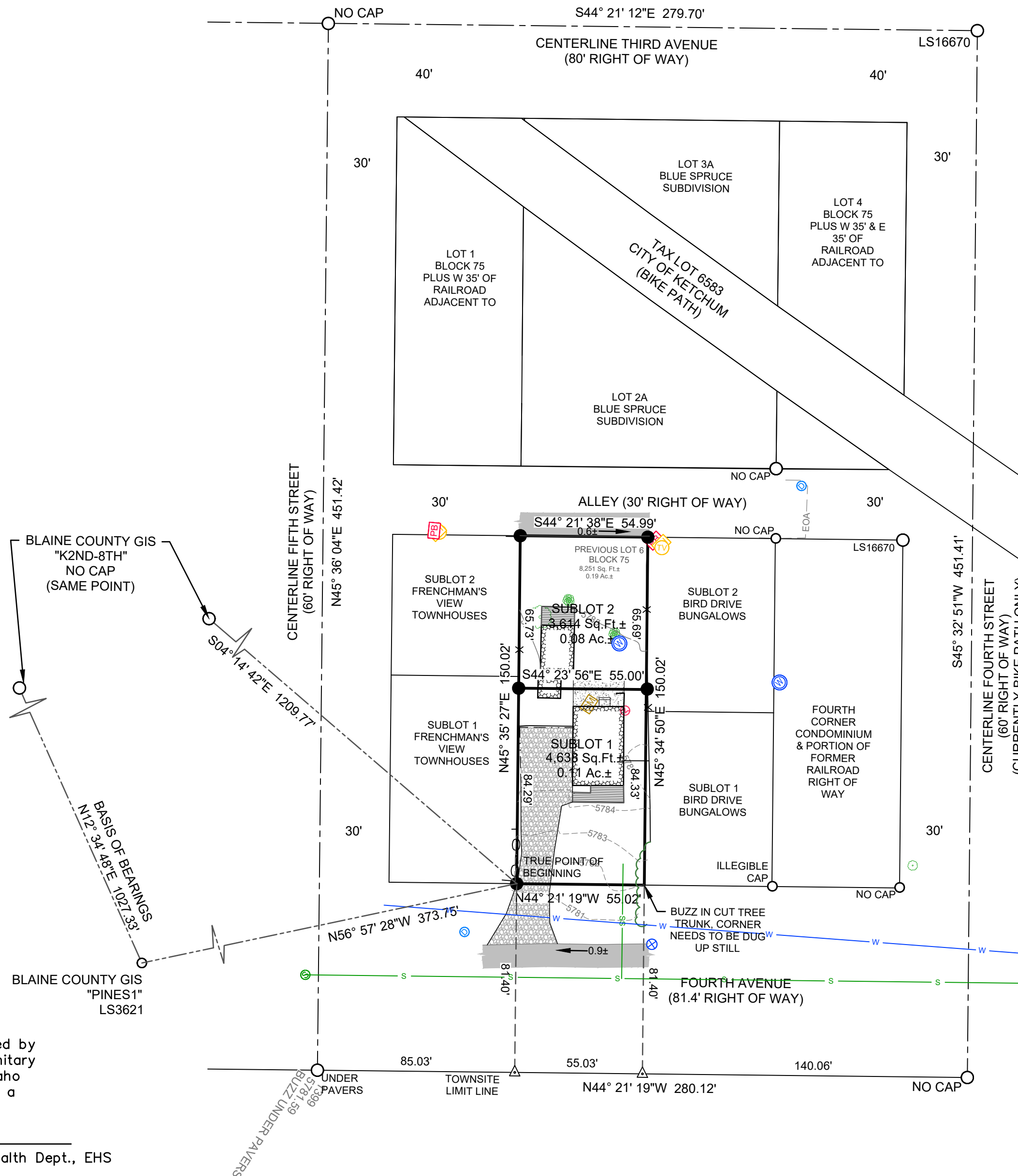
LEGEND

- | | |
|--|---|
| | Boundary Line |
| | Adjoiner's Lot Line |
| | Centerline of Right of Way |
| | Sewer Main Line |
| | Approximate Sewer Service per City Maps |
| | Approximate Waterline per City Maps |
| | Survey Tie Line |
| | GIS Tie Line |
| | Edge of Asphalt |
| | Edge of Gravel |
| | Edge of Shrubs |
| | FNC = Fence Line |
| | Approximate Small Rock Landscape Rocks |
| | Existing Structure |
| | Wood Deck |
| | 1' Contour Interval |
| | 5' Contour Interval |
| | Gravel |
| | Concrete |
| | Asphalt |
| | Calculated Point (Nothing Found or Set) |
| | 5/8" Rebar TO BE SET, PLS 16670 |
| | Found 5/8" Rebar |
| | Found 1/2" Rebar |
| | Gas Meter |
| | Drywell |
| | Well |
| | Water Valve |
| | Cable Television Riser |
| | Power Box |
| | Power Meter |
| | Telephone Riser |
| | DT = Deciduous Tree |
| | DT CLUSTER= Deciduous Tree Cluster |

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

Date _____

South Central District Health Dept., EHS



SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found and set during the boundary retracement of Lot 6, Block 75, Ketchum Townsite, and subdivide said property into 2 sublots, creating Seidner Residences. The boundary shown is based on found Centerline Monuments, found lot corner monuments, and the plat of the Village of Ketchum, Instrument Number 302967, records of Blaine County Idaho. Additional documents used in the course of the survey were the plat of 420 Fourth Avenue Townhouses, Instrument Number 333175, Bird Drive Bungalows, Instrument Number 540907, Frenchman's View Townhouses, Instrument Number 339913, and Blue Spruce Subdivision, Instrument Number 360127, all records of Blaine County, Idaho. The missing property corners of the subject property were set by block breakdown and proportioning record distances between found centerline monuments.
1. The distances shown are measured. Refer to the above referenced documents for the previous record data.
 2. Unless specifically shown hereon, this survey does not claim to reflect any of the following, which may be applicable to the subject real property, including but not limited to; Rights associated with Possession, Building Setbacks, Ditches, Encroachments, Natural Hazards, Subdivision Restrictions, Wetlands, Zoning or any other Land Use Regulation.
 3. A Lot Book Guarantee for the subject property has been issued by Pioneer Title Co., File Number 901392, with a Date of Guarantee of March 13, 2026. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said policy. All of the encumbrances and easements listed in the title report are NOT plotted hereon. Review of the specific documents listed in said policy is required, if further information is desired.
 4. The current Zoning is GR-L. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone, including but not limited to building setbacks, lot coverage, maximum building heights, and uses.
 5. The owner/subdivider is Sundance 4th Ave LP, 2925 Bristol St., Costa Mesa, CA 92626-0000. The Land Surveyor is Mark Phillips, of Phillips Land Surveying, PLLC, 941 Cherry Creek Dr., Hailey, ID 83333.
 6. All owners shall have an easement on, over, under, and across Sublots 1 & 2, for the installation, maintenance, repair, and replacement of underground water, sewer, power, gas, and fiber optic utilities, subject to the obligation to restore any damage caused by such installation, maintenance, repair, and replacement.
 7. Per KMC 16.06.070.C.1, townhouse developments shall not exceed the maximum building coverage requirements of the zoning district. This standard shall be applied to the townhouse parent lot and shall include all buildings on both sublots.
 8. All New Utilities to be underground as required by KMC 16.06.050.L.



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

SEIDNER RESIDENCES

PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO

1 OF 2
PROJECT: 2025-34

CERTIFICATE OF OWNERSHIP

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

Parcels of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:
LOT 6, BLOCK 75, KETCHUM TOWNSITE

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

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

SUNDANCE 4TH AVE LP
PETER SEIDNER, GENERAL PARTNER, ON BEHALF OF SAID SUNDANCE 4TH AVE LP

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared Peter Seidner, General Partner of Sundance 4th Ave LP, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of the trust.

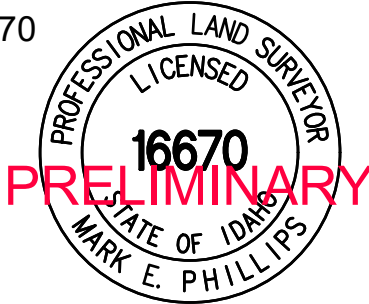
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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

SURVEYOR'S CERTIFICATE

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

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



BLAINE COUNTY SURVEYOR'S APPROVAL

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

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

Date

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the _____ day of _____, 2026, this plat was duly accepted and approved.

City Clerk, City of Ketchum

KETCHUM CITY ENGINEER CERTIFICATE

I, the undersigned, City Engineer, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this _____ day of _____, 2026, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

City Engineer, City of Ketchum

KETCHUM CITY PLANNER CERTIFICATE

I, the undersigned, Planner, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this _____ day of _____, 2026, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Planner, City of Ketchum

BLAINE COUNTY TREASURER'S APPROVAL

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

Blaine County Treasurer

Date

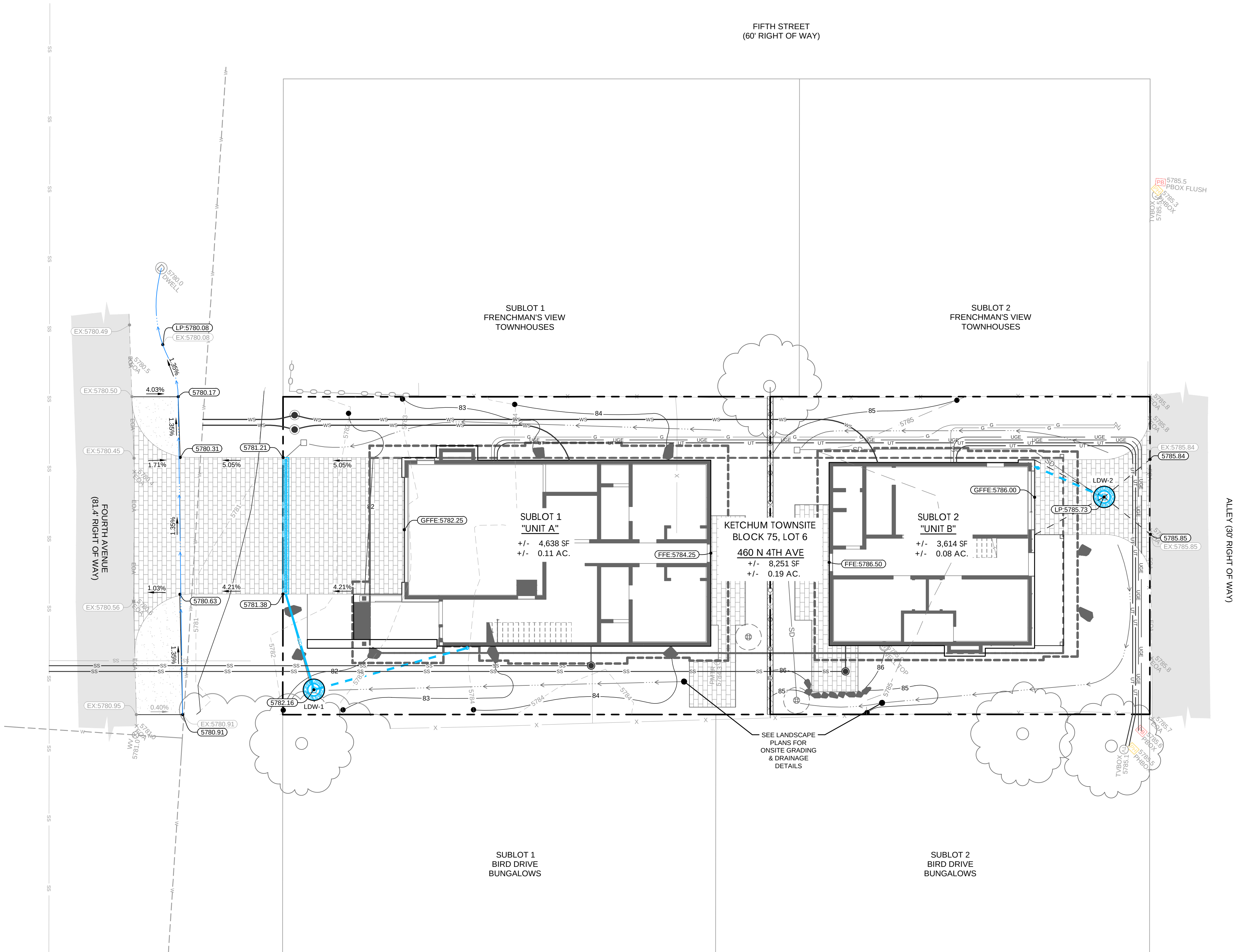
BLAINE COUNTY RECORDER'S CERTIFICATE



City of Ketchum

ATTACHMENT 2

Application Materials



LOT 1
BLOCK 75
PLUS W 35' OF RAILROAD
ADJACENT TO

LOT 2A
BLUE SPRUCE SUBDIVISION

GRADING & DRAINAGE NOTES

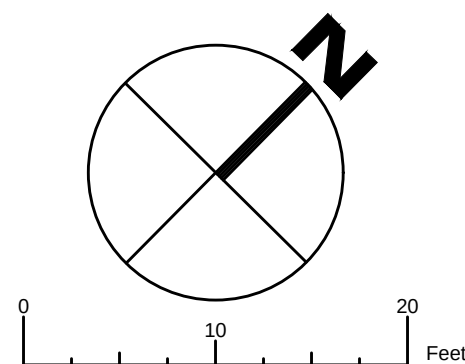
- ALL CLEARING AND GRUBBING SHALL CONFORM TO ISPPW SECTION 201.
- ALL EXCAVATION AND EMBANKMENT SHALL CONFORM TO ISPPW SECTION 202.
- THE SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. DENSITY MEASUREMENTS SHALL BE PERFORMED BY A THIRD-PARTY TESTING COMPANY OR THE SUBGRADE MAY BE PROOF-ROLLED AT THE APPROVAL OF THE ENGINEER.
- PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO THE PLACEMENT OF COURSE GRAVEL, THE CONTRACTOR SHALL PROOF-ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK AT THE ENGINEER'S DIRECTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS AND/OR ANY AREAS NOT MEETING COMPACTION REQUIREMENTS PER THE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS DEFINED AS WHEN SOIL MOVES, PUMPS, OR DISPLACES UNDER ANY TYPE OF PRESSURE OR ROLLING ACTIVITIES.
- IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO THE SUBGRADE, THE CONTRACTOR SHALL AT HIS OWN EXPENSE REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATING UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH AN APPROVED GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPPW SECTION 802, TYPE II (ITD STANDARD 703.04, 2"). SHALL BE PLACED IN CONFORMANCE WITH ISPPW SECTION 801, AND COMPACTED PER ISPPW SECTION 202. MINIMUM COMPACTION OF GRAVEL MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPPW SECTION 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPPW SECTION 802, AND COMPACTED PER ISPPW SECTION 202. MINIMUM COMPACTION OF CRUSHED GRAVEL MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- THE CONTRACTOR SHALL PROVIDE A SMOOTH TRANSITION BETWEEN PROPOSED PAVEMENT, EXISTING PAVEMENT, AND ANY STRUCTURES. ACCORDINGLY, THE CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
- THE PROPOSED SPOT ELEVATIONS SHOWN ARE FINISHED GRADE ELEVATIONS INCLUDING ASPHALT, PAVERS, AND CONCRETE. REFER TO PAVEMENT SECTIONS AND CURB DETAILS TO ESTABLISH CORRECT SUBBASE OR AGGREGATE BASE COURSE ELEVATIONS PER THE CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL REVIEW ALL RECOMMENDATIONS BY THE GEOTECHNICAL ENGINEER PRIOR TO PAVING (IF APPLICABLE).
- ALL DRAINAGE PIPING SHALL BE PROVIDED WITH A MINIMUM OF 3.0' COVER OVER THE TOP OF PIPE TO FINISHED GRADE IN ALL CASES.
- DRAINAGE PIPING SHALL BE SLOPED AT 2.0% MINIMUM, UNLESS SPECIFIED OTHERWISE.

GRADING LEGEND

- EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - PROPOSED MAJOR CONTOUR
 - PROPOSED MINOR CONTOUR
 - FLOWLINE OF DITCH
 - EXISTING SPOT ELEVATION
 - PROPOSED SPOT ELEVATION
 - PROPOSED SLOPE - GRADE %
 - PROPOSED SLOPE - RUN/RISE
- ABBREVIATIONS:**
BG = BOTTOM GRADE
BS = BOTTOM OF STEP(S)
CB = CATCH BASIN
DW = DRYWELL
ELDW = EXISTING LANDSCAPE DRYWELL
GFFE = GARAGE FINISHED FLOOR ELEVATION
HP = HIGH POINT
LCB = LANDSCAPE CATCH BASIN
LDW = LANDSCAPE DRYWELL
LP = LOW POINT
FFE = FINISHED FLOOR ELEVATION
TG = TOP GRADE
TP = TOP OF PAVEMENT
TS = TOP OF STEP(S)

STORMWATER LEGEND

- STORMWATER PIPING - 4" DIA. ADS N-12, UNLESS OTHERWISE SPECIFIED
- ROOF DRAIN PIPING - 4" DIA. ADS N-12, UNLESS OTHERWISE SPECIFIED. COORDINATE CONNECTIONS AND ELEVATIONS WITH ARCHITECT. CONNECT TO CATCH BASINS & DRYWELLS AS SHOWN.
- TRENCH DRAIN: ACO K100 4" GALVANIZED STEEL EDGE RAIL, CLASS B LOAD RATING, OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
- ROOF DRAIN DOWNSPOUT TIE-IN LOCATION (APPROXIMATE). COORDINATE FINAL LOCATIONS WITH ARCHITECTURAL PLANS.
- LANDSCAPE CATCH BASIN PER DETAIL 2 / C4.0. NDS 12" ROUND GRATE OR APPROVED EQUAL.
- LANDSCAPE DRYWELL PER DETAIL 3 / C4.0. DIAMETER: 36", TYP.
- HDPE-LINED LANDSCAPE DRYWELL PER DETAIL 4 / C4.0. DIAMETER: 36", TYP.



PREPARED BY

**STARHOPE
ENGINEERING**
129 S. MAIN ST. SUITE B3
KETCHUM, ID 83340
PHONE: (208) 720-1302
STARHOPEENGINEERING.COM

PREPARED FOR

**SUNDANCE
4TH AVE LP**
PETER SEIDNER
PO BOX 14001
KETCHUM, ID 83340

PROJECT

SEIDNER RESIDENCES
460 N 4TH AVE, KETCHUM, ID 83340
KETCHUM TOWNSITE, BLOCK 75, LOT 6

BY

DATE

03/24/2026

NO. DESCRIPTION

A. DESIGN REVIEW SUBMITTAL SET

DRAWN BY

MS

REVIEWED BY

MS

DATE

03/24/26

PROJECT NO.

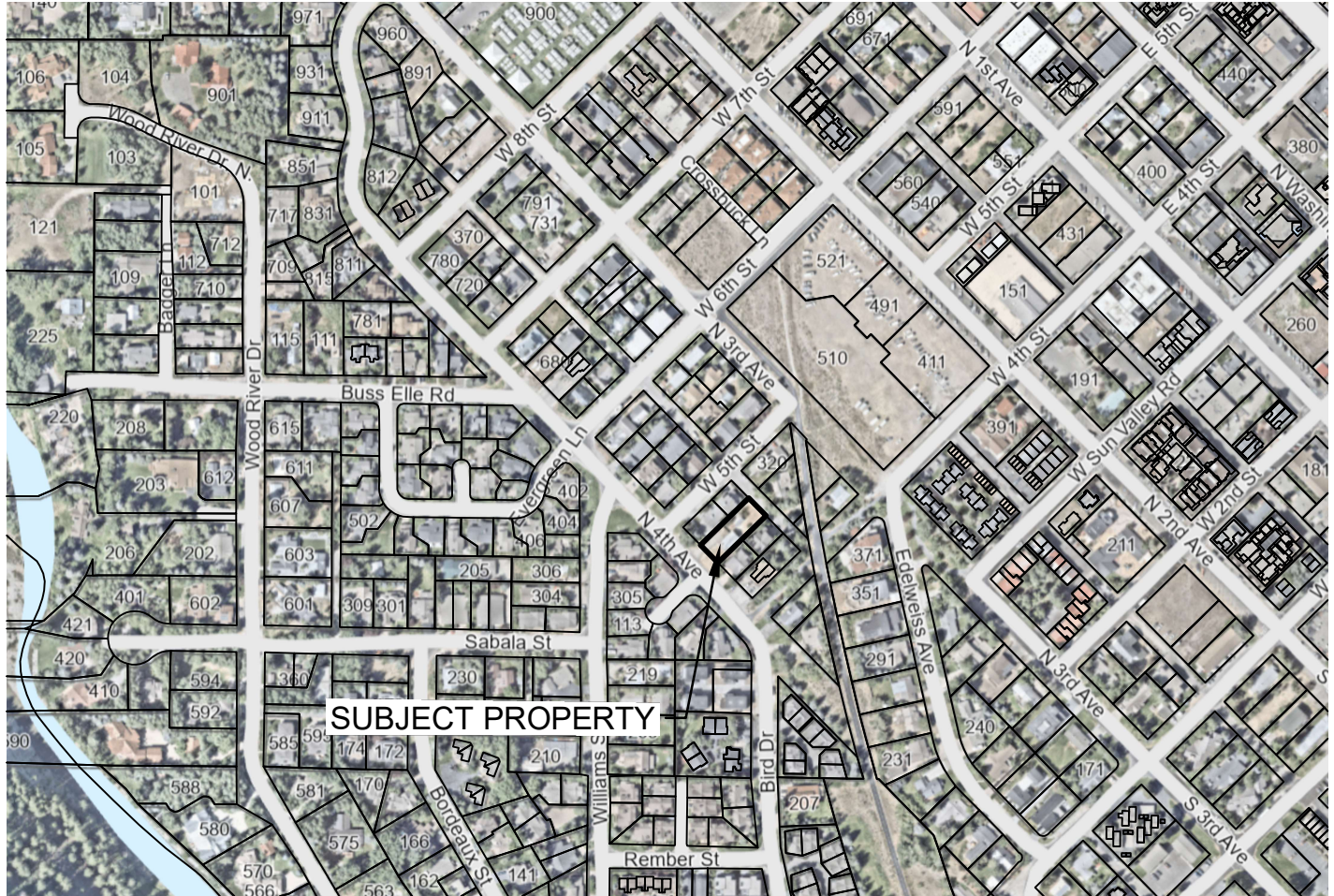
26006

TITLE

**SITE GRADING
& DRAINAGE
PLAN**

SHEET NO.

C2.0



SCALE: 1" = 400'

PHILLIPS LAND SURVEYING, PLLC

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

A VICINITY MAP SHOWING
LOT 6, BLOCK 75,
KETCHUM TOWNSITE
SECTION 13, T.4N., R.17E., B.M., CITY OF KETCHUM,
BLAINE COUNTY, IDAHO

PREPARED BY:

MEP 03/17/26

JOB NO. 2025-34

REVISED BY:

1 OF 1

ACCOMMODATION RECORDING

Warranty Deed

For value received,

Peter Seidner and Samantha Seidner, husband and wife

the grantor, does hereby grant, bargain, sell, and convey unto

Sundance 4th Ave, LP, a California limited partnership

whose current address is 2925 Bristol Street, Costa Mesa, CA 92626

the grantee, the following described premises, in Blaine County, Idaho, to wit:

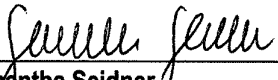
See Exhibit A, attached hereto and incorporated herein.

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

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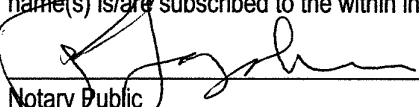
Dated: October 22, 2025

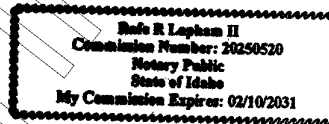
By: 
Peter Seidner

By: 
Samantha Seidner

State of IDAHO, County of BLAINE, ss.

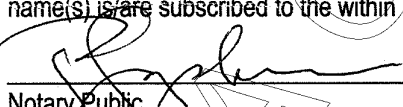
On this 28 day of OCTOBER in the year of 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **Peter Seidner**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.


Notary Public
Residing In:
My Commission Expires:
(seal)



State of IDAHO, County of BLAINE, ss.

On this 28 day of OCTOBER in the year of 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **Samantha Seidner**, 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 he/she/they executed the same.


Notary Public
Residing In:
My Commission Expires:
(seal)

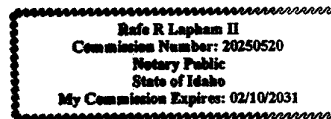
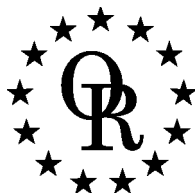


EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

Lot 6, Block 75 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof,
recorded as Instrument No. 302967, records of Blaine County, Idaho.

NOT A CERTIFIED COPY

Guarantee



SG-08022615

File Number: 901392

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company,
GUARANTEES

the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount of stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued by:

Policy Issuer:
PIONEER TITLE COMPANY
8151 W. RIFLEMAN STREET
BOISE, ID 83704-0000
PHONE: (208) 377-2700

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

www.oldrepublictitle.com

By

President

Attest

Secretary

Authorized Signatory

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- b. "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "date": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b)(1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d)(1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
- (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to this Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607, (612) 371-1111.



Lot Book Guarantee

Policy Issuing Agent For:
Old Republic National Title Insurance Company

File No.: 901392

Guarantee No.: SG-08022615
Reference No.:

Liability: \$1,000.00
Fee: \$100.00

1. Name of Insured: Mark Phillips Land Surveying PLLC
2. Date of Guarantee: March 13, 2026 7:00AM

The assurances referred to on the face page hereof are:

That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Lot 6, Block 75 of the CITY OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof on file in the office of the County Recorder of Blaine County, Idaho.

The last recorded instrument purporting to transfer title to said land is:

Deed Type: Warranty Deed

Grantors: Peter Seidner and Samantha Seidner, husband and wife

Grantees: Sundance 4th Ave, LP, a California limited partnership

Dated: October 22, 2025

Recorded Date: November 3, 2025

Instrument:: [715554](#)

- A. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.

No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same and said address.

EXCEPTIONS:

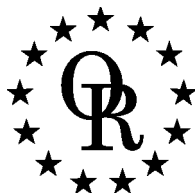
1. First/Second Subsequent tax for the year 2025 are paid.
Parcel No.: [RPK00000750060](#)
Amount: \$3,201.24
2. General taxes for the year 2026, which are liens and are not yet due and payable.
Parcel No.: RPK00000750060
3. Reservations in United States Patent or State Deeds.
4. Water rights, claims or title to water, whether or not the matters are shown by the public records.
5. Rights of way for ditches, tunnels and telephone and transmission lines constructed by Authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.
6. Sewer charges and special assessments, if any, for the City of Ketchum.
No search made.
7. Covenants, conditions, restrictions and easements as set forth on the plat.
Name of Plat: [City of Ketchum](#)

Old Republic National Title Insurance Company
by Pioneer Title Company of Blaine County



Nick Busdon, Title Officer

Guarantee



SG-08022616

File Number: 901392

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company,
GUARANTEES

the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount of stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued by:

Policy Issuer:
PIONEER TITLE COMPANY
8151 W. RIFLEMAN STREET
BOISE, ID 83704-0000
PHONE: (208) 377-2700

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

www.oldrepublictitle.com

By

President

Attest

Secretary

Authorized Signatory

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- b. "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "date": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b)(1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d)(1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
- (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to this Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607, (612) 371-1111.



Judgment and Tax Lien Guarantee

Policy Issuing Agent For:
Old Republic National Title Insurance Company

File No.: 901392

Guarantee No.: SG-08022616
Reference No.:

Liability: \$1,000.00
Fee: \$50.00

1. Name of Insured: Mark Phillips Land Surveying PLLC
2. Date of Guarantee: March 13, 2026 at 7:00AM

The assurances referred to on the face page hereof are:

That according to the public records of Blaine County, Idaho and the Secretary of State for a period of 10 years immediately prior to the date hereof, there are no

Federal Tax Liens
Abstracts of Judgment, or
Certificates of State Tax Liens

filed or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown below under Exceptions.

The parties referred to in this guarantee are as follows:

Sundance 4th Ave, LP, a California limited partnership

EXCEPTIONS:

1. N/A

Old Republic National Title Insurance Company
by Pioneer Title Company of Blaine County

Nick Busdon, Title Officer



City of Ketchum

ATTACHMENT 3

Draft Findings of Fact, Conclusions of Law, and
Decision



City of Ketchum
Planning & Building

IN RE:	)
	)
Seidner Residences	) KETCHUM PLANNING AND ZONING COMMISSION
Preliminary Plat	) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Application File Number: P26-016a	) DECISION
Date: August 13, 2026	)
	)
	)

PROJECT:	Seidner Residences
APPLICATION TYPE:	Townhouse Subdivision Preliminary Plat
FILE NUMBER:	P26-016a
PROPERTY OWNER:	Sundance 4TH Ave LP
REPRESENTATIVE:	Mark Phillips, Phillips Land Surveying, PLLC
LOCATION:	460 N 4 th Ave (Ketchum Lot 6 BLK 75 8250SF)
ZONING:	General Residential – Low-Density (GR-L)
OVERLAY:	None

RECORD OF PROCEEDINGS

The preliminary plat application was received, processed, and deemed complete on March 30, 2026. Following receipt of the complete application, Planning staff routed the application materials to all city departments for review. City departments went through three rounds of review providing comments to the applicant on April 29 and May 19 of 2026. The applicant submitted revised project materials on May 11 and May 29 of 2026. City departments completed the third round of review by June 1, 2026 confirming that all comments had been addressed satisfactorily though the applicants’ revisions to the plans or conditions of approval. The application was subsequently scheduled for a public hearing at the Planning and Zoning Commission.

After being publicly noticed per Ketchum Municipal Code 16.07.020.E.6, the Planning and Zoning Commission recommend approval to the Ketchum City Council at their July 1, 2026 regular meeting

with the Findings of Fact, Conclusions of Law, and Decision being adopted at the July 16, 2026 Planning and Zoning Commission regular meeting.

A public hearing was subsequently scheduled for the City Council. A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on July 22, 2026. A public hearing notice was published in the Idaho Mountain Express on July 22, 2026. A public hearing notice was posted on the City's website on July 29, 2026. A public hearing notice was posted on the project site on August 6, 2026.

BACKGROUND

The applicant submitted a Design Review application and Townhouse Subdivision Preliminary Plat application for detached townhomes and townhouse sublots located at 460 N 4th Avenue ("subject property"). The subject property is zoned General Residential – Low Density (GR-L) and currently has an approximately 1,200 square foot single family home with a 280 square foot accessory building (see figure 1 on page 2). The GR-L zone allows two dwelling units per lot. In the proposal, Unit A is 3,972 gross sf on a 4,638 sf subplot with three stories and a two-car garage. Unit B is 2,765 gross sf on a 3,614 sf subplot with three stories and a one-car garage. Unit A will have a driveway coming off 4th Avenue while Unit B will be accessed by a driveway coming off the alleyway adjacent to the rear lot line. The units are designed towards their main access "frontage".

FINDINGS OF FACT

The City Council, having reviewed the entire project record, provided notice, and conducted the required public hearing, does hereby find that the project meets the criteria (below) for a Preliminary Plat approval per §16.07.080.A.1.d of the Ketchum Municipal Code:

- A. Is consistent with the comprehensive plan;
- B. Complies with the standards in Chapter 16.06, *Subdivision*;
- C. Complies with the applicable zoning district standards;
- D. Complies with the use, dimensional, design, and development standards in this Code;
- E. Provides a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets;
- F. Provides evidence of public water and sewer system connections; and
- G. Identifies and adequately mitigates known natural hazard areas.

The City Council finds that the application is consistent with the comprehensive plan and conforms to all applicable standards and criteria as set forth in Chapter 16.06 – *Subdivision* and §16.07.080.A.1 – *Preliminary Plats*. Therefore, the City Council does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

CRITERIA A: COMPREHENSIVE PLAN CONFORMANCE

The subject property is categorized as Medium Density Residential (MDR) in the 2025 Comprehensive Plan Future Land Use Map (FLUM). In the MDR, small single-family homes, duplexes, and townhomes are the primary use. Diverse housing options are encouraged through redevelopment, and density should be generally between five to eleven dwelling units. Parking should be provided off street and attached/detached garages are encouraged as an option. Redevelopment should be compatible with size, scale, pattern, and character of the neighborhood. Residential buildings should be oriented

toward the street. Adequate building separation and setbacks from the street should be provided to reinforce neighborhood scale.

The City Council finds that the proposed townhomes align with the MDR FLUM category. The project is calculated at 8.69 dwelling units per acre, falling within the desired range of five to eleven. Parking is provided in garages (two car garage for Unit A and one car garage for Unit B) with one designated spot in the driveway for Unit B. The tall/narrow buildings with pitched roofs and a prominent window feature over a garage & entrance complement the neighborhood size and character. The proposed setbacks are within the scale and pattern of the neighborhood as two dense PUD's (The Pines and Frenchman's Townhomes) are down the road and across the street. Furthermore, the proposed detached townhomes match the pattern of the adjacent property at 420 N 4th (detached townhomes with access fronting 4th Ave and the rear alleyway). See figure 2 for a vicinity map.



Figure 1: Subject property outlined in red, referenced properties outlined in orange.

Additionally, the City Council finds the following Comprehensive Plan policies support the proposal (summaries of the policies are provided and *analyses are in italics*):

- BNE-1.1: Growth Management - Supporting the efficient use of Ketchum’s land by accommodating context-sensitive infill and redevelopment. *The proposal redevelops the property in alignment with the MDR FLUM designation, creating two residential units fit for families. Additionally, the proposal is sensitive to the scale, pattern, and character of the neighborhood.*
- BNE-1.5: Context-Sensitive Development – Infill and redevelopment should be tailored to the surrounding neighborhood context by use, massing, scale, materials, and transitions. *As discussed above, the City Council feel the proposal is tailored to the surrounding neighborhood context.*

There are some policies that may not fully support the project. However, tradeoffs can be considered with other policies, and the City Council finds general consistency overall (summaries of the policies are provided and *analyses are in italics*):

- BNE-1.2: Neighborhood Characteristics – Reinforce distinct characteristics encouraging creativity and innovation. *The project is cohesive with the surrounding neighborhood and intentional with its architectural features, but it may be considered by some too similar in design (i.e. a tall/narrow building with pitched roofs and a prominent window feature over a garage and entrance). While there are certainly similarities to neighboring properties, the City Council feel the proposal stands on its own while drawing inspiration from surrounding homes.*
- BNE-1.7: Adaptive Reuse – *The existing building is proposed to be demolished. However, it is a small single-family home centrally located on the lot. Retention of the existing residence would substantially limit the property's ability to accommodate the redevelopment envisioned by the MDR FLUM designation.*

The City Council finds that the preliminary plat is substantially consistent with the Comprehensive Plan.

CRITERIA B – G: CONFORMANCE WITH APPLICABLE STANDARDS AND CRITERIA

FINDINGS REGARDING COMPLIANCE WITH ZONING REGULATIONS

GR-L Zoning and Dimensional Standards Evaluation				
Compliant			Standards and Analysis	
Yes	No	N/A	Land Development Code	City Standards and Analysis
☐	☐	☒	16.02.020.D.2	Minimum Lot Area & Width
			<i>Council Findings</i>	Required: <u>Area:</u> 8,000 sf minimum <u>Width:</u> 80 feet Existing: 8,251 sf lot averaging 55' width. The width makes this lot non-conforming. However, this will not affect the proposal itself, it only limits the proposal on the site. All other required dimensional standards have been met.
☒	☐	☐	16.02.020.D.2	Building Coverage/FAR
			<i>Council Findings</i>	Permitted: 35%* *Percentage dropped due to Scrivener error in the recently adopted Land Development Code, to be corrected in upcoming code updates. This percentage is to be carried forward from previous Ketchum Municipal Code section 17.12.030. Proposed: 34.9%
☒	☐	☐	16.02.020.D.2	Minimum Building Setbacks

			Council Findings	Minimum Required Setbacks: <u>Front:</u> 15' <u>Side:</u> greater of 1' for every 3' in building height, or 5' (11' 6" required based on building height) <u>Rear:</u> 15' <u>Lot Lines created by Townhouse Sublots:</u> 0' Proposed: Front: 15' Side: 11' 6" Side: 11' 6" Rear: 15' Sublot line: Townhomes are detached
☒	☐	☐	16.02.020.D.2	Building Height
			Council Findings	Maximum Permitted Building Height: 35' Proposed: 34' 6"
☒	☐	☐	16.04.020.C.12.i.2	Driveway Width
			Council Findings	Required: <u>Minimum:</u> The unobstructed, all-weather surface of a private driveway shall not be less than 12 feet. <u>Maximum:</u> The unobstructed, all-weather surface of a private driveway shall not be greater than 35 percent of the linear footage of any street frontage or 30 feet, whichever is less, unless otherwise approved by the City Engineer. Proposed: The driveway for Unit A is 19.25' and the driveway for Unit B is 12.94'. This makes both driveways compliant, as the larger driveway for unit A is 34.9% of the street frontage.
☒	☐	☐	16.04.050.E	Parking Spaces
			Council Findings	Required: <u>Multi-Family Dwelling Unit in Residential Districts:</u> 1 parking space for units 0 to 2,000 sf 2 parking spaces for units 2,001 sf and above Proposed: Unit A and Unit B both exceed 2,001 sf. Unit A has a two-car garage and Unit B has a one-car garage with one driveway parking space.
☒	☐	☐	16.04.090	Dark Skies
			Council Findings	Proposed: All proposed lighting is 2700 Kelvin, fully shielded, and there is no light trespass across property lines.

FINDINGS REGARDING COMPLIANCE WITH PRELIMINARY PLAT DIGITAL COPIES

Preliminary Plat Digital Copy Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
☒	☐	☐	16.07.080.A .c.(2)(A)viii (a)	The scale, north point and date.
			<i>Council Findings</i>	The preliminary plat includes a scale, north point, and date.
☒	☐	☐	16.07.080.A .c.(2)(A)viii (b)	The name of the proposed subdivision. Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County Assessor.
			<i>Council Findings</i>	The preliminary plat includes the name of the proposed subdivision: Seidner Residences. This name is not currently applied to any other property in Blaine County.
☒	☐	☐	16.07.080.A .c.(2)(A)viii (c)	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Council Findings</i>	The name and address of the owner of record, the subdivider, and the surveyor are shown in plat note 5 & 6 of the preliminary plat. Sundance 4th Ave LP, is the owner and subdivider. Mark Phillips, of Phillips Land Surveying, PLLC, is the surveyor.
☒	☐	☐	16.07.080.A .c.(2)(A)viii (d)	Legal description of the area platted.
			<i>Council Findings</i>	The legal description is included in line two under the proposed subdivision name.
☒	☐	☐	16.07.080.A .c.(2)(A)viii (e)	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Council Findings</i>	The preliminary plat indicates the boundary lines of the adjoining lots including townhouse lots and names of adjoining subdivisions.
☒	☐	☐	16.07.080.A .c.(2)(A)viii (f)	A contour map of the subdivision with contour lines and a maximum interval of two feet to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the City Engineer.
			<i>Council Findings</i>	The preliminary plat shows the contour lines for the subject property. The lot has approximately 4 feet of elevation gain so the lines are included, but easy to miss.

☒	☐	☐	16.07.080.A .c.(2)(A)viii (g)	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Council Findings</i>	The preliminary plat shows the scaled location of existing buildings and the adjacent streets and roadways. There are no bodies of water on the subject property.
☒	☐	☐	16.07.080.A .c.(2)(A)viii (h)	Boundary description of the tract.
			<i>Council Findings</i>	Boundary description of the tract is included as longitude and latitude along the property lines.
☒	☐	☐	16.07.080.A .c.(2)(A)viii (i)	Existing zoning of the tract.
			<i>Council Findings</i>	The existing zoning of the subject property is contained in plat note #5.
☒	☐	☐	16.07.080.A .c.(2)(A)viii (j)	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			<i>Council Findings</i>	The proposed sublots and lot lines are shown. No new streets, easements, or blocks are being proposed.
☐	☐	☒	16.07.080.A .c.(2)(A)viii (k)	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			<i>Council Findings</i>	The preliminary plat does not contain any public use or common area spaces.
☐	☐	☒	16.07.080.A .c.(2)(A)viii (l)	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			<i>Council Findings</i>	N/A - The scope of the project is contained on an existing lot in an established and developed neighborhood.
☐	☐	☒	16.07.080.A .c.(2)(A)viii (m)	The direction of drainage, flow and approximate grade of all streets.
			<i>Council Findings</i>	N/A - New streets are not being proposed.
☐	☐	☒	16.07.080.A .c.(2)(A)viii (n)	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.

			<i>Council Findings</i>	N/A - Drainage canals and drainage easements are not proposed.
☒	☐	☐	16.07.080.A .c.(2)(A)viii (o)	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Council Findings</i>	A vicinity map was not provided on the preliminary plat but was instead provided in a separate application submittal document. Furthermore, a vicinity map is not required on a final plat. No condition of approval has been added to include this requirement and staff find that the separated vicinity map fulfills this requirement.
☐	☐	☒	16.07.080.A .c.(2)(A)viii (p)	The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or note provided if the entire project is in the floodplain, floodway or avalanche overlay district.
			<i>Council Findings</i>	N/A - Property is not in the floodplain, floodway, or avalanche overlay.
☐	☐	☒	16.07.080.A .c.(2)(A)viii (q)	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two or more streets.
			<i>Council Findings</i>	N/A - Property is not in the floodplain, does not contain land with a slope of 25%, and is not creating a corner lot.
☒	☐	☐	16.07.080.A .c.(2)(A)viii (r)	Lot area of each lot.
			<i>Council Findings</i>	The preliminary plat shows the lot area of each subplot.
☒	☐	☐	16.07.080.A .c.(2)(A)viii (s)	Existing mature trees and established shrub masses.
			<i>Council Findings</i>	The preliminary plat shows the two existing small, deciduous tree clusters and one existing deciduous tree.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Development and Design Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
☒	☐	☐	16.06.050.A	Lot Requirements: 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the

				subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of 25 feet unless a longer radius is required to serve an existing or future use. 3. Side lot lines shall be within 20 degrees to a right angle or radial line to the street line. 4. Double frontage lots shall not be created. 5. Every lot in a subdivision shall have a minimum of 20 feet of frontage on a dedicated public street or legal access via an easement of 20 feet or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. 6. In the LR-1 District, the maximum density of a single development is one dwelling unit per acre of gross land area of less than 25 percent slope.
			<i>Council Findings</i>	1. The proposed townhouse subdivision meets most dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot for the subject property is 8,251 square feet. The minimum lot width is 80 feet, and the property is about 55 feet on average. The parent lot already exists so this non-conforming standard only makes the lot more restrictive when developing but does not prevent the proposal from being developed. The new attached townhomes meet minimum setback requirements in the GR-L zone for the front, side, and rear. 2. N/A – a corner lot is not being proposed. 3. The parent lot of the townhouse subdivision and the newly created subplot lot line is parallel to the street, cleanly dividing the parent lot into two sublots. 4. A double frontage lot is not being proposed. 5. The parent lot is existing and has approximately 55 feet of frontage along 4th Avenue. 6. N/A – The subject property is in the GR-L Zone.
☐	☐	☒	16.06.050.B	Building Envelopes: 1. Building envelopes shall be shown on preliminary and final plats when a proposed subdivision includes lot(s): a. In whole or in part within the floodplain; b. That contain land with a slope in excess of 25 percent, based upon natural contours; or c. Create corner lots at the intersection of two or more streets. 2. The building envelopes shall be located in a manner designed to promote orderly and logical development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. 3. Building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses, and topographical features.

				4. Structures may only be built on buildable lots as defined in §16.08.020. Building envelopes shall be established outside of hillsides of 25 percent and greater and outside of the floodway. A Subdivision Exception to this standard may only be considered for the following: a. For parcels that are entirely within slopes of 25 percent or greater to create a reasonable building envelope, provided the Mountain Overlay District standards and all other City requirements are met. b. For small encroachments into or over isolated pockets of land with a slope of 25 percent or greater that are found to be in compliance with the purposes and standards of the Mountain Overlay District and this section.
			<i>Council Findings</i>	N/A – Property is not in the floodplain, does not contain land with a slope of 25%, and is not creating a corner lot.
☐	☐	☒	16.06.050.C	Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements: 1. No block shall be longer than 1,200 feet (1,200'), nor less than 400 feet between the street intersections, and shall have sufficient depth to provide for two tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a 75-foot radius from the intersection of the streets.
			<i>Council Findings</i>	N/A – No new blocks are being created.
☐	☐	☒	16.06.050.D	Street Improvement Requirements: 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in §16.04.020, <i>Access, Connectivity, and Circulation</i>, and all other applicable ordinances, resolutions or regulations of the City or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right-of-way, the City Council may require a frontage street, planting strip, or similar design features;

			4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent and not more than seven percent so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the City Council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the Council finds it practical to require the dedication of the remainder of the right-of-way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right-of-way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 8. Where any street deflects an angle of ten degrees or more, a connecting curve shall be required having a minimum centerline radius of 300 feet for an arterial and collector streets, and 125 feet for minor streets; 9. Streets with centerline offsets of less than 125 feet shall be prohibited; 10. A tangent of at least one hundred 100 feet long shall be introduced between reverse curves on arterial and collector streets; 11. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's Office before submitting same to council for preliminary plat approval; 12. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 13. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets; 14. In general, the centerline of a street shall coincide with the centerline of the street right-of-way, and all crosswalk markings shall be installed by the subdivider as a required improvement; 15. Street lighting may be required consistent with adopted City standards and where designated shall be installed by the subdivider as a requirement improvement;
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				16. Private streets may be allowed upon recommendation by the Planning and Zoning Commission and approval by the City Council. Private streets shall be constructed to meet the design standards specified in §16.06.050.D.2 and §16.04.020, <i>Access, Connectivity, and Circulation</i>; 17. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Streets Department and shall be consistent with the type and design of existing street signs elsewhere in the city; 18. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be pursuant to adopted standard specifications; 19. Sidewalks, curbs, and gutters may be a required improvement installed by the subdivider in compliance with adopted City standards; and 20. No new public or private streets or flag lots associated with a proposed subdivision are permitted to be developed on parcels within the Avalanche Overlay District.
			<i>Council Findings</i>	1. -18. N/A – These standards do not apply due to the scope of the project. No new public or private streets are being proposed. 19. N/A – Sidewalks, curbs and gutters are not required due to the zoning of the project. 20. N/A – The subject property is not in the Avalanche Overlay.
☐	☐	☒	16.06.050.E	Alley Improvement Requirements: 1. Alleys shall be provided in mixed-use districts. 2. The width of an alley shall be not less than 20 feet. 3. Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. 4. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. 5.d Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in §16.06.050.D.2.
			<i>Council Findings</i>	N/A -The existing lot is surrounded on all sides by existing developments and an established road (4 th Avenue) and alleyway.
☐	☐	☒	16.06.050.F	Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.

			1. A public utility easement at least ten feet in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities. 2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse. 3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten-foot fish and nature study easement along the riverbank. Furthermore, the City Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision. 4. All subdivisions that border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a 25-foot scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion. 5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted, or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans. 6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.
		<i>Council Findings</i>	1. N/A - No private drives are proposed. 2. N/A - The subject property does not border a watercourse. 3. N/A - The subject property does not border the Big Wood River, Trail Creek, or Warm Springs. 4. N/A - The subject property does not border the Big Wood River, Trail Creek, or Warm Springs. 5. N/A - The subject property is currently vacant, all development and infrastructure will be new. 6. N/A - The scope of the project does not require non-vehicular transportation easements.
		16.06.050.G	Sanitary Sewage Disposal Improvements:

☒	☐	☐		1. Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. 2. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, City Council, and the Idaho Department of Health and Welfare prior to final plat approval. 3. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and Welfare and the City Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements that it deems necessary to protect public health, safety, and welfare.
			<i>Council Findings</i>	1. Sewage lines are shown and outlined on the preliminary plat. Each subplot will have a dedicated sewage line. 2. N/A - This standard shall apply to the final plat. 3. N/A - The sewage system will be connected to the public sewage system.
☒	☐	☐	16.06.050.H	Water System Improvements: 1. A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. 2. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Fire Department and other regulatory agencies having jurisdiction. 3. The central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. 4. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho Department of Health and Welfare, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.
			<i>Council Findings</i>	1. Each subplot will have a dedicated water line. 2. N/A - A new fire hydrant is not required. 3. N/A - A full water system is not required. Each home will have a dedicated water line running from the municipal main line. 4. The proposed water systems are connected to the municipal water systems.
☐	☐	☒	16.06.050.I	Planting Strip Improvements: 1. Planting strips shall be required improvements to screen incompatible features for the following:

				a. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or LI districts or off street parking areas; and b. Along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. 2. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the Final Plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider; 3. All planting strips shall be located within an easement granted to the City and recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat. 4. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application.
			<i>Council Findings</i>	N/A - The surrounding developments are compatible with the proposal, and no new subdivision is being created.
☐	☐	☒	16.06.050.J	Cuts, Fills, And Grading Improvements: 1. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 2. Areas within a subdivision that are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 3. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 4. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. 5. Fills shall be compacted to at least 95 percent of maximum density as determined by AASHO T-99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). 6. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.

				7. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within 12 feet horizontally of the top and existing or planned cut slope. 8. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet, plus one-fifth of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet; tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet, plus one-fifth of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<i>Council Findings</i>	This standard does not apply as this application is the subdivision of an existing lot. On-site grading for the new townhomes meet all grading requirements and all disturbance will be revegetated per the landscape plan included in Design Review (P26-016).
☐	☐	☒	16.06.050.K	Drainage Improvements: 1. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and Final Plat. 2. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. 3. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. 4. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			<i>Council Findings</i>	1. - 2. N/A - there are no natural drainage courses on the subject property. 3. N/A - The scope of the proposed project does not require a drainage system. 4. N/A - The scope of the proposed project does not require a culvert.

☒	☐	☐	16.06.050.L	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone, and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Council Findings</i>	All utilities are proposed to be underground.
☐	☐	☒	16.06.050.M	Off-site Improvements: Where the off-site impact of a proposed subdivision is found by the Planning and Zoning Commission or City Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to Final Plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Council Findings</i>	N/A - Off-site improvements will not be required as the proposal is not expected to create substantial additional traffic.
☐	☐	☒	16.06.050.N	Avalanche and Mountain Overlay: All improvements and subdivisions created pursuant to this chapter shall comply with Avalanche Overlay district and Mountain Overlay district requirements as set forth §16.02.060.D.
			<i>Council Findings</i>	N/A - The property is not in the Avalanche or Mountain Overlay.
☒	☐	☐	16.06.050.O	Natural Feature Preservation: - Existing natural features that enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision. - Preserved natural features shall be located within an easement granted to the City and recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat.
			<i>Council Findings</i>	1. & 2. The property is mostly flat and does not contain any notable rock outcropping or watercourses. The property does contain two small tree clusters and one tree. However, these are centrally located and are not particularly notable or specifically enhance the attractiveness of the subdivision. Current landscaping will be fully reworked through the development process without preserving the current conditions.
			16.06.050.P	Additional Criteria for Subdivision in the Floodplain Overlay District:

☐	☐	☒	1. The City Council may require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access easement. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank that runs through the proposed subdivision. 2. All subdivision proposals shall be consistent with the standards set forth in §16.02.060.A, <i>FP: Floodplain Overlay District</i>; 3. All proposed lots in the subdivision shall have a building envelope that is located above the base flood elevation. It is preferred that building sites are located on natural high ground and special flood hazards areas are reserved for open space, trails, parks, and other low-impact, nonresidential uses. If fill is proposed to elevate building sites, compensatory storage must be provided pursuant to section chapter. 4. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage; 5. All subdivision proposals shall include streets that are at or above the base flood elevation to allow dryland access for emergency vehicles during a flood event; 6. All subdivision proposals shall have adequate drainage facilities provided to ensure that the post-development stormwater (of a 25-year storm) discharge volume and flow rate will not exceed the pre-development conditions. Low impact development and green infrastructure techniques for stormwater management are encouraged. Drainage plans and pre- and post-development hydrology calculations shall be prepared by a civil engineer licensed in the State of Idaho; 7. All requirements of the Code of Federal Regulations, 44 CFR 60.3 shall be met; and 8. All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334.
			<i>Council Findings</i> N/A - The property is not in the floodplain.

FINDINGS REGARDING TOWNHOME SUBDIVISION REQUIREMENTS

Townhouse Subdivision Requirements				
Compliant				
Yes	No	N/A	City Code	Standards and Conformance
☒	☐	☐	16.06.070.C.1	All townhouse developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district. The building coverage limitation shall apply to the collective townhouse development lot, and not each individual sublots.
			<i>Council Findings</i>	The development is in the GR-L Zone which allows a maximum coverage of 35%*. The proposal covers 34.9% of the lot. *Percentage dropped due to Scrivener error in the recently adopted Land Development Code, to be corrected in upcoming code updates. This percentage is to be carried forward from previous Ketchum Municipal Code section 17.12.030.
☒	☐	☐	16.06.070.C.2	All garages shall be designated on the preliminary and Final Plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.
			<i>Council Findings</i>	The garages are not shown on the preliminary plat partially due to conflict with 16.07.080.A.c.(2)(A)viii(g), which requires a preliminary plat to show scaled locations of existing buildings. However, both garages are located within each residence on their respective subplot. A condition of approval has been added stipulating the garages will be clearly shown on the final plat.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Design Review application for the development and use of the project site.
2. The City Council has authority to hear the applicant's Preliminary Plat Application pursuant to Chapter 16.07 of Ketchum Municipal Code Title 16.

3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.07.020.E.6.
4. The Preliminary Plat Application is governed under Ketchum Municipal Code Chapter 16.06 and §16.07.080.A.1.
5. The Preliminary Plat Application File No. P26-016a meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** The Seidner Residences Preliminary Plat Application File No. P26-016a this Thursday, August 13, 2026 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The Preliminary Plat is subject to all conditions of approval associated with Design Review approval P26-016.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.
3. Prior to Final Plat approval, the Final Plat shall clearly depict the location of the garages on their respective townhouse sublots in accordance with the applicable Townhouse Subdivision requirements

Findings of Fact **adopted** this 13th day of August 2026.

Pete Prekeges, Mayor
City of Ketchum

Administrative Appeal Notice: Applicant has the opportunity, pursuant to Ketchum Municipal Code 16.07.020.H to administratively appeal this Decision to the City Council.

Regulatory Taking Analysis Notice: Applicant has the opportunity, pursuant to Idaho Code 67-8003, to submit a written request for a regulatory taking analysis of this Decision.



City of Ketchum

ATTACHMENT 4

Staff Report – Planning and Zoning Commission

July 1, 2026



**City of Ketchum
Planning & Building**

**STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF JULY 1, 2026**

PROJECT: Seidner Residences

FILE NUMBER: P26-016 & P26-016a

APPLICATION: Design Review and Townhouse Subdivision Preliminary Plat

REPRESENTATIVE: Mike Brunelle, Brunelle Architects
Mark Phillips, Phillips Land Surveying, PLLC

PROPERTY OWNER: Sundance 4TH Ave LP

LOCATION: 460 N 4th Ave (Ketchum Lot 6 BLK 75 8250SF)

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

OVERLAY: None

REVIEWERS: Genoa Beiser – Associate Planner

NOTICE: A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on June 10, 2026. A public hearing notice was published in the Idaho Mountain Express on June 10, 2026. A public hearing notice was posted on the City’s website on June 17, 2026. A public hearing notice was posted on the project site on June 24, 2026. Height story poles and staked building corners were installed on the property on June 24, 2026.

EXECUTIVE SUMMARY

The applicant submitted a Design Review application and Townhouse Subdivision Preliminary Plat application for detached townhomes and townhouse sublots located at 460 N 4th Avenue (“subject property”). The subject property is zoned General Residential – Low Density (GR-L) and currently has an approximately 1,200 square foot single family home with a 280 square foot accessory building (see figure 1 on page 2). The GR-L zone allows two dwelling units per lot. In the proposal, Unit A is 3,972 gross sf on a 4,638 sf subplot with three stories and a two-car garage. Unit B is 2,765 gross sf on a 3,614 sf subplot with three stories and a one-car garage. Unit A will have a driveway coming off 4th Avenue while Unit B will be accessed by a driveway coming off the alleyway adjacent to the rear lot line. The units are designed towards their main access “frontage”.



Figure 1: Existing conditions of the subject property

BACKGROUND

The Planning and Building Department received the Design Review and Townhouse Subdivision Preliminary Plat applications on March 30, 2026. Following receipt of the application, staff routed the application materials to all city departments for review. The application went through three rounds of review with comments submitted to the applicant on 4/29/26 and 5/19/26. Upon the third round of review on 6/1/26, staff confirmed that all comments were addressed in the second resubmittal. The application was subsequently scheduled for a public hearing.

DESIGN REVIEW & PRELIMINARY PLAT ANALYSIS

Staff reviewed the Design Review and Townhouse Subdivision Preliminary Plat applications for conformance with Ketchum Municipal Code (KMC) 16.04.080 – *Design Review*, KMC

16.07.030.C.2 – *Public Hearing Design Review*, KMC 16.06.050 – *Subdivision Development and Design*, KMC 16.06.070 – *Townhouses*, and KMC 16.07.080.A.1 – *Preliminary Plat*.

The Planning and Zoning Commission (Commission) must base its Design Review decision on the following three criteria:

- (1) The project does not jeopardize the health, safety, or welfare of the public.
- (2) The project generally conforms with the design-related goals, policies, and objectives of the adopted comprehensive plan.
- (3) The project conforms to all applicable standards and criteria as set forth in this section, and any other standards in this Code including §16.04.080, *Design Review*, and where applicable, §16.02.060.D, *MO: Mountain Overlay District*.

The Commission must base its Townhouse Subdivision Preliminary Plat recommendation on the following seven criteria:

- (A) Is consistent with the comprehensive plan;
- (B) Complies with the standards in Chapter 16.06, *Subdivision*;
- (C) Complies with the applicable zoning district standards;
- (D) Complies with the use, dimensional, design, and development standards in this Code;
- (E) Provides a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets;
- (F) Provides evidence of public water and sewer system connections; and
- (G) Identifies and adequately mitigates known natural hazard areas.

After review by City Departments, staff find the project, as conditioned, satisfies the above criteria for Design Review and Townhouse Subdivision Preliminary Plats. The staff analysis below evaluates the proposal against the applicable Design Review and Townhouse Subdivision Preliminary Plat criteria.

The subject property is categorized as Medium Density Residential (MDR) in the 2025 Comprehensive Plan Future Land Use Map (FLUM). In the MDR, small single-family homes, duplexes, and townhomes are the primary use. Diverse housing options are encouraged through redevelopment, and density should be generally between five to eleven dwelling units. Parking should be provided off street and attached/detached garages are encouraged as an option. Redevelopment should be compatible with size, scale, pattern, and character of the neighborhood. Residential buildings should be oriented toward the street. Adequate building separation and setbacks from the street should be provided to reinforce neighborhood scale.

[illegible]

Additionally, staff find the following Comprehensive Plan policies support the proposal (staff have provided summaries of the policies and *staff comments are in italics*):

- Design Review & Townhouse Subdivision Preliminary Plat: Seidner Residences
Planning & Zoning Commission Meeting of July 1, 2026

property in alignment with the MDR FLUM designation, creating two residential units fit for families. Additionally, the proposal is sensitive to the scale, pattern, and character of the neighborhood.

- BNE-1.5: Context-Sensitive Development – Infill and redevelopment should be tailored to the surrounding neighborhood context by use, massing, scale, materials, and transitions. As *discussed above, staff feel the proposal is tailored to the surrounding neighborhood context.*

There are some policies that may not fully support the project. However, tradeoffs can be considered (staff have provided summaries of the policies and *staff comments are in italics*):

- BNE-1.2: Neighborhood Characteristics – Reinforce distinct characteristics encouraging creativity and innovation. *The project is cohesive with the surrounding neighborhood and intentional with its architectural features, but it may be considered by some too similar in design (i.e. a tall/narrow building with pitched roofs and a prominent window feature over a garage and entrance). While there are certainly similarities to neighboring properties, staff feel the proposal stands on its own while drawing inspiration from surrounding homes.*
- BNE-1.7: Adaptive Reuse – *The existing building is proposed to be demolished. However, it is a small single-family home centrally located on the lot. Retention of the existing residence would substantially limit the property's ability to accommodate the redevelopment envisioned by the MDR FLUM designation.*

Considering conformance with the FLUM, supportive policies, and the tradeoffs with non-supportive policies, staff find that the project is consistent with the 2025 Comprehensive Plan. Furthermore, the project does not jeopardize the health, safety, or welfare of the public as staff find that the project is cohesive in use and design with the surrounding neighborhood.

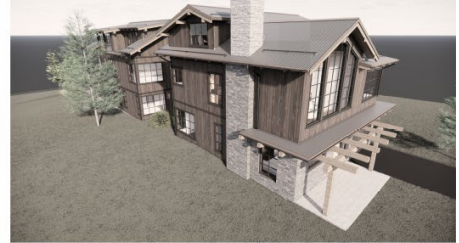


Figure 3: Proposed development, Unit A to the left and Unit B to the right

Design Review Criteria 3 and Townhouse Subdivision Preliminary Plat criteria B – G
The proposal has been found to comply with the remaining applicable Design Review and Townhouse Subdivision Preliminary Plat criteria.

Comprehensive evaluations of the applicable standards are provided in Attachments C – E. Staff have included minor conditions of approval intended to ensure continued compliance with applicable KMC requirements and address administrative and permitting items identified during the City’s review of the application.

Staff suggest one condition of approval for the Design Review to reiterate an Engineering Department comment and to address the phasing of an additional permit, a ROW Encroachment Agreement, required prior to building permit approval.

Staff suggest three conditions of approval for the Townhouse Subdivision Preliminary Plat. Conditions of approval one and two are standard conditions for preliminary plats addressing compliance with the Design Review and the codified expiration timeline. Condition of approval three ensures that the Final Plat clearly depicts the garages associated with each townhouse subplot in accordance with the Townhouse Subdivision requirements. Townhouse Subdivision Preliminary Plats require garages to be shown as well. However, due to the concurrent Design Review application, location of the garages inside the townhomes, and a conflicting preliminary plat standard requiring existing buildings to be shown, staff finds it reasonable to address this standard on the Final Plat and include it as a condition of approval here.

Staff additionally want to highlight that the applicant has chosen not to create CC&Rs for the property. There is no common area to control so CC&Rs are not required. The applicants and future owners can choose to draft CC&Rs at a later date. This process would be handled outside of the City's purview.

STAFF RECOMMENDATION

The Commission has the following options for the Design Review application:

- Continue the application to a date certain or uncertain with a request for revisions or more information.
- Approval
- Approval with conditions
- Denial

Staff recommend the Commission review the Design Review (File No. P26-016) for the Seidner Residences and **approve** the application with the conditions outlined below. The Commission may delete, revise, or add to the conditions based on the discussion.

1. A ROW Encroachment Agreement and ROW usage fee are required for the snowmelt system installed in the ROW. The agreement and usage fee shall be executed and paid prior to building permit approval by the City Engineer.

The Commission has the following options for the Townhouse Subdivision Preliminary Plat application:

- Continue the application to a date certain or uncertain with a request for revisions or more information.
- Recommend approval
- Recommend approval with conditions
- Recommend denial

Staff recommend the Commission review the Townhouse Subdivision Preliminary Plat (File No. P26-016a) for the Seidner Residences and **recommend approval** of the application with the conditions outlined below. The Commission may delete, revise, or add to the conditions based on the discussion.

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval P26-016.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

3. Prior to Final Plat approval, the Final Plat shall clearly depict the location of the garages on their respective townhouse sublots in accordance with the applicable Townhouse Subdivision requirements

ATTACHMENTS

- A. Application Materials and Supporting Documents – Design Review
- B. Application Materials and Supporting Documents – Townhouse Subdivision Preliminary Plat
- C. Design Review Standards Evaluation
- D. Preliminary Plat Standards Evaluation
- E. Zoning & Dimensional Standards Evaluation