



CITY OF KETCHUM | PLANNING & BUILDING

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TO: Ketchum Planning and Zoning Commission
FROM: Morgan Landers, AICP – Director of Planning and Building
DATE: September 19, 2025
RE: Use and Parking Determination Request for Bigwood Golf Course and Zenergy

INTRODUCTION

Over the past few years, city staff have fielded a variety of calls regarding parking and safety issues on and around Saddle Rd. near the Bigwood Golf Course and Thunder Springs/Zenergy. Concerns and inquiries come from neighbors, patrons of the businesses, cyclists and pedestrians on the bike path, and general community members who frequently travel through the area. In response to the inquiries and an increase in consternation among neighbors, city staff presented information for discussion at the August 14, 2025 meeting of the Ketchum Traffic Authority. Information included options for addressing pedestrian and vehicular safety issues at the intersection of Saddle Rd and Stirrup Ln. City staff also provided some conceptual options for additional parking in the vicinity.

Following the Traffic Authority meeting, city staff initiated discussions with key stakeholders including the owners of Bigwood Golfcourse, Zenergy, and representatives from various HOAs in the vicinity of both businesses including Stirrup Lane, Spur Lane, Thunder Springs, Bigwood III, and others. The purpose of the stakeholder meetings was to get consensus on key issues, gather missing information, and discuss potential solutions. The discussions were very informative and productive; however, it has become clear that there is not agreement and trust among stakeholders regarding:

- Compliance of parking requirements for Bigwood and Zenergy outlined in the initial approvals
- What uses, in addition to golf and the year-round restaurant are permitted to occur on the Golf course property
- Who has decision making authority over changes to the approvals for both uses

Staff tried to address these items with stakeholders, however, there was lack of belief in the information provided by staff. Per KMC 17.144 - "An appeal of any order, requirement, decision or determination of the administrator made in the administration or enforcement of this title may be taken by any affected person, as that term is defined by Idaho Code section 67-6521, as it may be amended from time to time, or any officer or department of the City, to the Commission by filing a notice of appeal in writing with the office of the administrator of the City in the manner prescribed in this chapter". As outlined, the Planning and Zoning Commission is the appeal body for Administrator determinations. Although no formal appeal of determinations have been filed, staff sees it prudent to utilize a similar process to review and clarify the permitted uses on

the golf course, parking requirements for both the golf course and Zenergy, and who has authority to approve changes. This clarification will set a foundation for future discussions with stakeholders in addressing safety and parking issues.

ANALYSIS

Bigwood Golf Course

The Bigwood Golf Course is located on Blocks 11, 12A, 13, and 21 of the Bigwood Subdivision PUD Large Block Plat within the Bigwood Planned Unit Development (PUD) west of Highway 75 at the north end of Ketchum city limits. The property was annexed into the city in 1985 pursuant to an Annexation, Services, and Development Agreement (the “DA”) dated August 15, 1985 (attachment A). Following annexation, the golf course property was deeded to the City of Ketchum, then deeded back to the developer with covenants and restrictions as stipulated in the DA on August 19, 1985 (attachment B). The Conditional Use Permit for the PUD was approved on September 16, 1985 (attachment C). The large block plat was recorded in March 1986 (attachment D) and the deed of trust was amended to align with the large block plat on October 16, 1986 (attachment E).

There have been four amendments to the DA, and other actions taken, since the DA's original approval:

- 1986 – First Supplemental – clarifications to the re-subdivision clauses of residential large blocks (attachment F)
- 1987 - Second Supplemental – various amendments including change of use designation for large block 21 as open space and golf course expansion (attachment G)
- 1999 - Third Supplemental – moved the golf clubhouse from Block 19 to Block 12 and added clarifications as to what uses would be permitted in the recreation center on Block 19 (attachment H)
- 1997/1998 – CUP and Design Review approval of Golf Clubhouse (*documents not found*)
- 1999 – Building permit approved for clubhouse on Block 12
- 2001 – Golf Course Master Plan Approved – ratified existing golf course operations and added the maintenance facility. (*documents not found*)
- 2023 - Fourth Amendment – amendment to allow a year-round restaurant on Block 12 (attachment I)
- 2025 – Design Review approval of golf course repair and redesign

Permitted Uses

The DA, PUD/CUP, and deed covenants all contain certain consistent language as to the use of property designated for the golf course. However, there are variations to the level of specificity of what uses are included in “golf course” and there are intermittent references to special events or other accessory uses. All documents consistently state the following:

- The golf course shall be maintained as a first-rate golf course in accordance with accepted industry standards
- The golf course shall be open and available to the public (access and fee requirements)

- The property shall only be used for a golf course, any portions not used as such shall remain open space
- No development shall occur in the open space

There is a clear distinction in the DA and the PUD/CUP between parcels dedicated to golf course use and expansion and pure open space. Per the original DA, "Large Blocks number 16-18 and 21 shall be dedicated to open space in perpetuity. No improvements shall be constructed thereon except as set forth in this agreement. A blanket easement for the location and use of public pedestrian, equestrian, and cross-country ski trail easements shall be granted thereover by Bigwood to Ketchum upon execution of this Agreement. No further subdivision of said large block shall be permitted." The second supplemental to the DA removed block 21 from this designation. As shown in the map in attachment J, blocks 16, 17 (now 17A), and 18 are separate from the golf course parcels and mostly contain slopes greater than 25% which was a primary consideration during the initial review of the PUD.

The clarity that is needed by the Commission is a determination of the following:

- What uses are permitted as part of golf course uses?
- What types of events are permitted as part of golf course uses?
- What standards need to be met to comply with "maintained as a first-rate golf course" requirement

The documents list various uses in reference to the recreation center and golf clubhouse. The deed covenants state "The term golf course shall include a nine- or eighteen-hole standard size golf course, together with any driving range then existing, putting green and other customary ancillary services offered at public golf courses". The initial DA notes that the recreation center, where the clubhouse was to be initially located, "may include pro shop, and golf maintenance facilities, restaurant and bar within the rec center building and separate golf maintenance building upon CUP approval in accordance with zoning regulations and requirements in effect". The CUP reviewed permitted uses per the underlying zone district in effect at the time, as stipulated in the DA. Below are the CUP findings related to permitted uses:

13. Golf courses are permitted uses in the RU Zone. Zoning Ordinance #208, Subsection 13.2 further states,

"Structures and other improvements and accessory uses specifically and directly related and clearly incidental to the principal permitted uses, including but not limited to:

- (a) Maintenance facility; and,
- (b) Recreational building."

The Ketchum Municipal Code (KMC) defines a golf course as "A tract of land for playing golf, improved with tees, greens, fairways, hazards, and which may include clubhouses and shelters". The KMC also includes a definition for "recreation facility, commercial" as "A recreation facility operated as a business and open to the general public for a fee. Typically uses include, but are not limited to, arcades, sport facilities, swimming pools, laser tag and

paintball courses, billiards, skating rinks, driving ranges, miniature golf, water courses and motorized car tracks”.

Staff believe that the following uses are clearly permitted as outlined in the documents:

- golf course
- putting green
- driving range
- clubhouse
- pro shop
- maintenance building
- restaurant and bar

What is not clear is what constitutes “other customary ancillary services offered at public golf courses”. Over time, the golf course has been used for a variety of events and other social and recreational activities spanning summer and winter months. These include golf tournaments, non-profit gatherings, weddings, birthdays, rehearsal dinners, family reunions and other events utilizing the golf course, restaurant, or both. During the winter months, the course contained nordic trails, fat-biking trails, and Nordic hiking opportunities. The following community organizations have hosted a variety of events at the golf course over the years:

- Sun Valley Museum of Art – Gala Picnic (500+ attendees) and others
- Community School
- Men’s Second Chance Living
- The Senior Connection
- Wood River Women’s Foundation

In review of city records, these events and activities were not required to obtain special event approvals or conditional use permits. Based on staff’s research, golf courses frequently host and rent their facilities for events as part of regular business operations and that these uses fall within the “other customary ancillary services”. Staff does believe there are limitations to the use of the property related to special events as the town has developed and matured over time. It is a common term for golf courses to have a “19th Hole” which is generally known as the extension of the “social aspect of the game” including food, drinks, and other activities to build comradery among players. These spaces can be formal or informal.

Staff conducted research of 75 golf courses in the western united states, including UT, ID, MT, OR, WA, CA, NV, and WY (see attachment K). Of the 75 courses, 45 are available to the public. Of the 45 courses, all have a restaurant, a 19th hole, and rent their property for weddings and private events.

In addition, city staff have heard from community members that public parking is not a permitted use on the golf course property and providing public parking on golf course property is against the DA, PUD/CUP and covenants. Staff disagrees with this statement and believes that parking is an integral part of the seamless operations of a golf course and sees public parking as “other customary ancillary services offered at public golf courses”.

The governing documents for the golf course also state that the course shall be “maintained as a first-rate golf course in accordance with accepted industry standards”. As seen in Attachment H, the DA was amended on May 17th, 1999, to allow the golf course clubhouse to be relocated to Block 12. Paragraph 4.5 was amended to state:

“The City of Ketchum acknowledges and agrees that if the golf course clubhouse and the proposed changes to the layout of the golf course are constructed and maintained in accordance with the City’s Design Review approval said improvements shall be in accordance with accepted industry standards for a first rate golf course and therefore the improvements themselves would not trigger the right of reversion held by the City of Ketchum. All future changes to the golf course, however, must be in accordance with accepted industry standards for a first rate golf course.”

Staff have received feedback that the “first-rate golf course” requirements serve to limit the types of uses on the property, however, staff is not in agreement with this determination. None of the entitlement agreements outline or define what a “first-rate golf course” is. In researching previous PUD/CUP amendments, staff found evidence of sample golf course maintenance standards that specifically speak to the quality of the course itself including standards for greens, tees, course setup, fairways, roughs, bunkers, trees, practice areas, carts, appearance of clubhouse grounds, etiquette and conduct, pest management, and irrigation systems.

According to the United States Golf Association ([USGA maintenance standards](#)) “Golf course maintenance standards are guidelines that detail the manner in which a golf course is maintained on a daily basis” and “should outline the goals and procedures for day-to-day operations”. Standards vary greatly from course to course and are not “instruction manuals for each cultural practice, or a list of job descriptions for employees, although these can be included”. Maintenance manuals may include expectations for managing communications, customer experience, and expectations. Overall, each course develops its own maintenance standard. The Golf Course Industry magazine has published sample golf course maintenance standards that can be found [HERE](#). Although not included in the maintenance standards, based on the research of the peer golf courses in the Western US, one could argue that allowing weddings and special events was critical to the operations and economic viability of maintaining a first-rate golf course. The golf course currently has an agreement with the Bigwood POA that outlines minimum maintenance standards that addresses much of the delinquent maintenance over the past two decades.

Staff Determination - Uses

Currently, staff’s determination based on the documents and historical use of the property is that re-occurring historic events (public and private) and golf-related events are permitted under the PUD/CUP and DA without a Special Event or Conditional Use Permit. For example, if a member of the community wanted to have a private event at the restaurant, that would be permitted without a permit. Likewise, golf-related or community events such as tournaments, fundraisers, clinics, etc. would be permitted without a permit. However, staff believe that consistent renting of

the golf course for private events such as weddings or other celebrations that would include event rental equipment, amplified sound, and a parking demand above what exists on the property today would not be permitted without an amendment to the PUD/CUP and DA.

Staff also believe that improvement of areas around the golf course for public parking and additional activities such as gathering areas, seating, lawn games, and other activities should be encouraged and would be considered “other customary ancillary services” and would be considered “golf course use” and not “open space”. Staff also believe that winter use of the golf course for Nordic skiing, fat biking, and Nordic hiking is also permitted without a conditional use permit. Finally, staff believe that the “first-rate” statement in the entitlement documents speak to how the course itself should be maintained, not what uses are permitted on the property. That is the role of the DA, PUD/CUP, and deed covenants as interpreted by the City of Ketchum.

Parking

As noted above, the entitlement documents do not include specific details for parking requirements. The second amendment to the DA moved the clubhouse from the recreation facility to the current location on block 12. Per the PUD/CUP conditions of approval:

4. The golf clubhouse and all related design elements shall be required to receive Design Review approval for each structure to be constructed within the project prior to making application for a building permit. Any changes to the golf course layout shall also be subject to Design Review, Conditional Use Permit and Master Plan approval.

The design review approval for the clubhouse occurred in 1998. The findings of fact for the design review approval are not in city records, however, the staff report for the PZ Commission hearing on November 9, 1998, indicates a requirement of 24 spaces per the zoning ordinance at the time of approval (1 space per 300 SF). The clubhouse design was approved with 45 spaces, over-parked by almost two-fold. The building permit approved for the clubhouse had 45 parking spaces in total including two accessible parking spaces. This does not include the parallel parking spaces along Thunder Trail. Today, the parking lot which serves the Bigwood Golf Clubhouse currently has 40 spaces including 4 handicap spaces.

The parking lot was reviewed for adequacy during the fourth amendment to the PUD/CUP and DA in 2023 for the conversion of the restaurant to a year-round use. See the table on the next page for the comparisons used in that evaluation:

Figure 3: Golf Clubhouse Comparison

	Bigwood Golf Clubhouse	Elkhorn Golf Clubhouse	Sun Valley Club Golf Clubhouse
Square Feet	8,435 square feet	14,837 square feet	52,175 square feet
Parking Spaces Provided	40 spaces	36 spaces	266 spaces
Square feet of building per parking space	210 square feet per parking space	412 square feet per parking space	196 square feet per parking space
On Bus Line	Yes	Yes	No
On Bike Path	Yes	Yes	Yes
Within walking distance of neighborhoods	Yes	Yes	No

Staff Determination - Parking

Staff's determination is that the current parking provided at the golf course is above and beyond what was required at the time of Design Review approval and the subsequent fourth amendment to the PUD/CUP.

Zenergy/Thunder Springs

Parking

The Thunder Springs PUD/CUP was approved on October 6, 1997. The original PUD approved a total of 234,900 SF of commercial and residential square footage. This included 79 residential units and 96,005 SF of commercial and recreation space. The total parking requirement for the development was between 312 and 340 spaces to be provided in underground (286) and surface parking (83). There was no itemization of parking spaces by use in the original PUD/CUP Findings (see attachment L). The Thunder Springs PUD/CUP was accompanied by a Phased Development Agreement allowing the development to occur over a period of time with Design Review approval of each phase prior to issuance of a building permit for any building within the phase (see attachment M). A Large Block plat for the PUD was also approved in March 2000 outlining the various use SF and unit counts for residential (see attachment N). Between the original approval and today, many amendments to the original approvals were made including elimination of all commercial space and reduction in total number of residential units. Zenergy is considered "recreation" space not "commercial" space.

Zenergy, also known as Building G - Mountain Dance Condominiums at Thunder Springs, was part of phase 1 of the Thunder Springs PUD. Phase 1 included 49 residential units and 76,918 SF of commercial space including the 52,360 SF of recreational space for Zenergy. The Findings of Fact for the Design Review approval of Phase 1 on October 25, 1999 was not found in city records. However, the city council staff report for the subdivision of Building G was found (attachment O) which outlines the design review parking requirement as follows:

16.04.060.E Parking Requirement - One additional parking space shall be required every four (4) units to accommodate visitor parking and additional family vehicles. A total of 181 spaces were required for the Revised Phase 1 Design Review (October, 1999). The condominiumization of this building requires two (2) additional parking spaces. Two hundred thirty-five (235) spaces were provided for Phase I, an excess of approximately forty-nine (49) spaces.

The approval documents do not provide any direct correlation between recreation use and the number of parking spaces required for that individual use. In all city records found, parking requirements were outlined comprehensively for the development as a whole. Therefore, it is staff's determination that Zenergy does not have a specific parking requirement the city can enforce. Additionally, the phase in which Zenergy was constructed includes more parking than the underlying requirement at the time.

STAFF RECOMMENDATION

Staff agrees that the success of the Bigwood Golf Course and Zenergy have increased overall parking demand and the necessity for coordinated parking and circulation management in the area. It is staff's opinion that neither business is operating outside the bounds of the respective approvals and that a joint effort to address parking and safety concerns in the area is the best path forward to address community concerns.

Staff requests the commission review the information provided in the report above and make a determination as to the appropriateness of staff's determination. Staff requests the Commission address the following questions:

- Does the Commission agree with staff's determination that public parking, special events, and a "19th hole" concept are all included as "other customary ancillary services"?
- Does the Commission agree with staff's determination that the golf course and Zenergy are complying with parking requirements for each respective use?

If the Commission agrees with the staff's determination of uses, then no Special Event or Conditional Use Permits would be required for what is outlined above. Staff will require a design review application for any changes to spaces within the golf course to facilitate the uses and would make a determination as to whether the change could be approved administratively or through a public hearing per the guidance of KMC 17.96. Staff would appreciate any feedback on this approach as well. Additionally, any changes in use outside of what has been discussed here would require an amendment to the PUD/CUP and DA. This would be a public process where the Planning and Zoning Commission would make a recommendation to the City Council for final decision.

ATTACHMENTS:

- A. Bigwood Annexation, Services, and Development Agreement
- B. Warranty Deed and Quitclaim Deed
- C. Bigwood PUD Conditional Use Permit
- D. Bigwood PUD Large Block Plat
- E. Amended Deed of Trust – Bigwood

- F. First Supplemental – Bigwood DA
- G. Second Supplemental – Bigwood DA
- H. Third Supplemental – Bigwood DA
- I. Fourth Supplemental – Bigwood DA
- J. Bigwood Golf Course Current Zoning Map
- K. Golf Course Comparison List
- L. Thunder Springs PUD/CUP Findings of Fact
- M. Thunder Springs Phased Development Agreement
- N. [Thunder Springs Large Block Plat \(CLICK HERE\)](#)
- O. Building G City Council Staff Report



City of Ketchum

ATTACHMENT A

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drawn with

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85 SEP 18 PM 1:44

Agreement

MARK DEPUTY

DEPUTY

FEES

351.12

BIGWOOD

ANNEXATION, SERVICES AND DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this 15th day of August, 1985, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter "Ketchum"), and RIVER ROCK, LTD., a Nevada limited partnership (hereinafter referred to as "Bigwood").

R E C I T A L S:

This Agreement is predicated upon the following facts:

1. Ketchum is a municipal corporation having all powers granted municipalities among which are the power to contract (Idaho Code Section 50-301), power to annex (Idaho Code Section 50-222), and power to approve planned unit developments, special uses and subdivisions for the benefit of its citizens (Idaho Code Sections 67-6512 and 6515).

2. River Rock, Ltd. is a Nevada limited partnership duly qualified to do business in the State of Idaho and owns a tract of land, a portion of which is within and a portion adjacent and contiguous to the northerly City boundary of Ketchum, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter the "Property"), on which Bigwood proposes a planned unit development (PUD) contingent upon annexation by Ketchum. Neilsen-Monroe,

0. 11/4/85 1 C.2

Inc., an Idaho corporation, is the managing general partner of River Rock, Ltd. and in that capacity has the authority to execute this Agreement on behalf of River Rock, Ltd.

3. The predecessor owner of the Property, Sprenger Land Investment, Inc. (hereinafter "Sprenger"), entered into an agreement with Ketchum which was embodied in Resolution Number 92 adopted by Ketchum on December 17, 1969. Pursuant to Resolution Number 92, Sprenger and Ketchum sought to provide for a general plan for development of approximately 707 acres of land located north of Ketchum. There have been numerous changes in Ketchum, the surrounding area, local economy, and in the ownership and the actual and proposed development of the land previously owned by Sprenger. Consequently, Ketchum and Bigwood cannot agree upon their respective rights and obligations under Resolution Number 92.

4. On March 16, 1982, Bigwood filed a Complaint in the District Court for the Fifth Judicial District, Blaine County, Idaho, Case Number 11331, entitled River Rock, Ltd., a Nevada limited partnership dba Bigwood v. City of Ketchum, an Idaho municipal corporation, and John Does I-X (hereinafter referred to as "Lawsuit"), seeking adjudication of the issues raised therein. The pleadings filed in said Lawsuit are hereby incorporated by reference.

5. Since the filing of the Lawsuit, the Bigwood PUD

Development Plan has been significantly revised by Bigwood to respond to the concerns of Bigwood, surrounding landowners and the legitimate concerns of Ketchum and has required additional review, information and legally noticed public hearings prior to final action thereon by the Ketchum City Council. On January 20, 1984, Bigwood filed the following with Ketchum: Request for Annexation of the Property and Zoning upon Annexation into the City of Ketchum, Idaho, and contingent upon annexation an Application for PUD - Conditional Use Permit, and Applications for Preliminary Plat approval. As part of Ketchum's consideration of the above referenced applications, Ketchum, in accordance with Section 67-6525, Idaho Code, considered the zoning for the Property upon annexation so that Ketchum's review of all applications affecting the use of the Property are reviewed in an integrated manner, consistent with the Ketchum Ordinances and Comprehensive Plan. Ketchum has held lawfully required public hearings and meetings for consideration of said annexation and applications contingent thereupon.

6. If the Property is developed under the regulations of Ketchum, the effect of such development would be beneficial to public health, safety and welfare of the City, its environs, and Bigwood.

7. The City and Bigwood enter this Agreement for the

purpose of establishing certain rights and obligations of the parties with regard to annexation of the Property and development of the Bigwood PUD Development Plan, including, but not limited to, the sequence and timing of development, construction of necessary improvements, requiring on-site and off-site improvements, and minimizing the fiscal impact of the annexation and development upon the City to protect and promote the general health, safety and welfare of the citizens of Ketchum and future residents of Bigwood.

8. Development of the Property in accordance with the Bigwood PUD Development Plan will create and impose upon Ketchum substantial burdens for additional facilities, improvements and services particularly attributable to the annexation and the proposed development of the Property. Bigwood and Ketchum desire to agree upon and to mitigate the adverse impacts of its development and pay the costs of certain impacts particularly associated with and attributable to annexation and proposed development of the Property including, but not limited to, on-site and off-site water, sewer, fire protection, streets, transportation and general service impacts.

9. It is in the best interests of Ketchum and Bigwood, the health, safety and welfare of the people of Ketchum and Bigwood to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and in order to provide for orderly annexation and development of the Property, the parties hereto agree as follows:

1. DEFINITIONS AND GENERAL RESTRICTIONS. Throughout this Agreement, the following terms will be defined and certain restrictions and covenants are hereby placed upon the areas so defined, as follows:

1.1 The Property. This shall mean the real property described in Exhibit A, attached hereto and made a part hereof by reference, upon which Bigwood proposed the planned unit development. This description includes a parcel of property previously owned by Dr. Gwinner and purchased by Bigwood which is hereby included as part of the PUD Development Plan dedicated to golf course and open space use.

1.2 PUD Development Plan. Bigwood shall develop the Property in accordance with the Bigwood Planned Unit Development Plan (hereinafter referred to as the "PUD Development Plan") consisting of the General Development Plan of one (1) page, a copy of which is attached hereto and made a part hereof by reference as Exhibit B, and the Bigwood PUD Large Block Preliminary Subdivision Plat, consisting of five (5) pages attached hereto and made a part

hereof by reference as Exhibit C, and the Bigwood PUD - Conditional Use Permit (hereinafter referred to as the "PUD - Conditional Use Permit") for the Bigwood PUD, which upon issuance by Ketchum shall be incorporated herein by reference. The provisions, terms, conditions and requirements contained in the various Exhibits comprising the PUD Development Plan shall be cumulative.

1.3 Large Block. This shall refer to the Large Block of the PUD Large Block Subdivision plat (Exhibit C) designated by the number assigned thereto.

1.4 General Restrictions. The twenty-one (21) Large Blocks of the PUD Preliminary Large Block Subdivision plat of the PUD Development Plan are further defined and certain restrictions and covenants placed thereon as follows:

(a) Large Block Number 1 and Large Block Number 10 (hereinafter collectively referred to as "Large Block Number 1") shall be comprised of a maximum of eight (8) single family residential lots according to the preliminary plat of the resubdivision of Large Block Number 1, a copy of which is attached hereto and incorporated herein as Exhibit D. No further subdivision of said lots shall be permitted.

(b) Large Block Number 2 shall be comprised of a maximum of nine (9) single family residential lots,

according to the preliminary plat of the resubdivision of Large Block Number 2, a copy of which is attached hereto and made a part hereof by reference as Exhibit E. No further subdivision of said lots shall be permitted.

(c) Large Block Number 3 shall be comprised of a maximum of eight (8) single family residential lots. No further subdivision of said lots shall be permitted.

(d) Large Block Number 4 shall be comprised of a maximum of seventeen (17) single family residential lots. No further subdivision of said lots shall be permitted.

(e) Large Block Number 5 shall be comprised of a maximum of eleven (11) single family residential lots. No further subdivision of said lots shall be permitted.

(f) Large Block Number 6 shall be comprised of a maximum of eight (8) single family residential lots. No further subdivision of said lots shall be permitted.

(g) Large Block Number 7 shall contain a maximum of one hundred thirty-eight (138) multiple dwelling units in four eight plex structures and five chevron clusters as shown on the PUD Development Plan with a maximum total building foot print and total building square footage for each as set forth in Exhibit F, attached hereto and made a part hereof by reference. The location, final building

design and landscaping thereof shall be subject to the design review regulations of Ketchum in effect at the date of application therefore and in substantial conformance with the PUD Development Plan and consistent with the provisions of this Agreement. Bigwood shall construct and maintain year around emergency vehicle access lane from the cul de sac at the south end of Large Block Number 7 south to Saddle Road and the design thereof shall be approved by Ketchum. Bigwood shall construct same prior to the issuance of the first building permit for any structure within said large block. Said emergency access shall be closed to through traffic at its access point at Saddle Road and Ketchum shall have the right to erect a barrier on said emergency lane if determined necessary by Ketchum. No further subdivision, except condominiumization, of said large block shall be permitted.

(h) Large Lot Number 8 shall be comprised of seven (7) residential duplex lots according to the preliminary plat of the resubdivision of Large Block Number 8, a copy of which is attached hereto and made a part hereof by reference as Exhibit G. Development of this parcel may be served by Ketchum Spring Water Supply Company, Inc. if such service can provide the requirements for domestic and fire flows under a utility plan to be approved by Ketchum prior

to construction thereof and final plat approval of said resubdivision plat. No further subdivision, except condominiumization, of said lots shall be permitted. The site grading of these lots shall be done by Bigwood prior to final plat approval of Large Block Number 8 in accordance with a plan to be approved by Ketchum.

(i) Large Blocks Number 11 through 15 and 20 shall comprise, and are hereby dedicated to open space in perpetuity and expansion at the existing golf course. Any portion of said large blocks not used as a golf course shall remain open space with no improvements constructed thereon except as set forth in this Agreement. These large blocks shall not be subdivided.

(j) Large Blocks Number 16 through 18 and 21 shall be dedicated to open space in perpetuity. No improvements shall be constructed thereon except as set forth in this Agreement. A blanket easement for the location and use of public pedestrian, equestrian and cross-country ski trail easements shall be granted thereover by Bigwood to Ketchum upon execution of this Agreement. No further subdivision of said large block shall be permitted.

(k) Large Block Number 19 shall be the block upon which Bigwood shall construct the Bigwood Recreation Center building and related uses as set forth in this

Agreement. The final design and landscaping thereof shall be subject to the design review regulations of Ketchum in effect at the date of application therefore. No further subdivision of said block shall be permitted.

(1) Large Block Number 9 shall be a single residential lot. The location of the building envelope outside the Avalanche Zone and the twenty-five percent slope line together with the final location and design of the access road thereto and drainage plan shall be subject to approval by Ketchum prior to final plat approval of the Large Block Subdivision plat. The existing access easement to said Property across property owned by the United States Department of Interior, Bureau of Land Management (BLM) shall be vacated by Ketchum upon request of Bigwood once Bigwood has received a new easement from the BLM which permits construction of a driveway to said lot which is approved by Ketchum prior to final plat approval of the Large Block Subdivision plat. No further subdivision of said large block shall be permitted.

(m) All lots within each developable large block shall have a building envelope with driveways accessible thereto at grades of not more than seven percent (7%) with minimum cuts and fills except as otherwise approved by Ketchum in conformance with Fire Department requirements.

(n) The total permitted density of the Property shall be no greater than the 216 dwelling units as shown on the PUD Development Plan irrespective of the underlying zoning designations placed upon the Property. All density and development rights of Large Blocks Number 1 through 21 of the PUD Development Plan have been transferred to Large Blocks Number 1 through 8. No further dwelling units shall be constructed on or transferred to the Property or any portion thereof.

1.5 Ketchum Subdivision Ordinance. This shall refer to Ketchum Subdivision Ordinance Number 316 and all amendments thereto and all subsequently adopted subdivision ordinance(s).

1.6 Ketchum Zoning Ordinance. This shall refer to Ketchum Ordinance Number 208 and all amendments thereto and all subsequently adopted zoning ordinance(s).

1.7 Comprehensive Plan. This shall refer to that Plan adopted by Ketchum on April 8, 1983 and all amendments thereto and all subsequently adopted comprehensive plan(s).

1.8 Ketchum. This shall mean the City of Ketchum, Idaho, a municipal corporation, acting by and through its elected City Council.

1.9 Start of Combustible Construction. This shall mean commencement of construction using any combust-

ible materials.

1.10 Upon Execution of This Agreement. This shall mean within thirty (30) days of passage of a resolution by Ketchum authorizing the Mayor to execute this Agreement and prior to passage of an ordinance of Ketchum annexing the property described in Exhibit H.

2. SEQUENCE OF DEVELOPMENT. Bigwood shall first obtain the final approval of and record the PUD Large Block Subdivision plat pursuant to Paragraph 7 hereinafter. Thereafter, Bigwood shall obtain final plat approval of the resubdivision of Large Block Number 1. Thereafter, Bigwood shall obtain final plat approval of and record Large Blocks Number 2 and 8 in whichever order Bigwood elects. Thereafter, Bigwood shall obtain preliminary and final plat approval and record the resubdivision of Large Block Number 3. Thereafter, Bigwood shall obtain preliminary and final plat approval and record the resubdivisions of Large Blocks Number 4 and 5 in whichever order Bigwood elects. Thereafter, Bigwood shall obtain preliminary and final plat approval and record the resubdivision of Large Block Number 6. Thereafter, Bigwood shall develop the buildings on Large Blocks Number 7 and 19. Bigwood may develop Large Block Number 7 earlier provided that Bigwood, upon prior written approval thereof by Ketchum, constructs all improvements and

performs all other obligations required for final platting of Large Blocks Number 1 through 7 under the terms and conditions of this Agreement, except as may be modified by Ketchum in said approval. Development shall occur in such a fashion that the character and aesthetic value of the Bigwood PUD is maintained at all times. Each phase shall contain all the necessary elements and improvements to exist independently from proposed future phases. No portion of the Property shall be developed except as set forth in the PUD Development Plan and this Agreement. After recordation with the Office of the Blaine County Recorder of the PUD Large Block Subdivision plat, Bigwood shall have five (5) years to complete development of Large Blocks Number 1 through 6 and 8 thereof. Thereafter, Bigwood shall have an additional ten (10) years to complete development of Large Block Number 7. Bigwood may request from Ketchum extension of the development completion schedule as herein provided which shall not be unreasonably denied by Ketchum. In the event Bigwood does not comply with either portion of this development schedule, then Ketchum shall have the right to review the PUD - Conditional Use Permit and PUD Development Plan and require such changes which are found necessary due to the ordinances, laws and standards then in effect or changed conditions. The PUD - Conditional Use Permit may be

amended accordingly by Ketchum.

3. CONSENT TO ANNEXATION AND DE-ANNEXATION. Bigwood hereby irrevocably consents to the annexation by Ketchum of the property described in Exhibit H. Furthermore, Bigwood hereby irrevocably consents to the de-annexation of said property in accordance with this Agreement. In the event Bigwood fails, neglects or refuses to fulfill the obligations required by it "upon execution of this Agreement" (as defined in this Agreement) or to obtain final approval of or record the PUD Large Block Subdivision plat (pursuant to Paragraph 7 of this Agreement) or comply with Paragraph 23 of this Agreement, or otherwise defaults under this Agreement (pursuant to Paragraph 13 of this Agreement), then Ketchum may de-annex the Property. Upon de-annexation, the PUD - Conditional Use Permit, any approvals of subdivision plats and this Agreement may be voided ab initio by Ketchum. In the event of de-annexation of said property, Ketchum shall deed its interests in the golf course back to Bigwood.

4. IMPROVEMENTS, AMENITIES, FACILITIES, SERVICES AND FEES. Bigwood shall engineer, construct, and otherwise provide, at its sole expense, the following improvements, amenities, facilities and services, public and private, in accordance with the PUD Development Plan and this Agreement. Furthermore, Bigwood shall pay to Ketchum certain fees as herein

provided. These obligations of Bigwood are to mitigate certain adverse impacts which the parties hereby mutually recognize and agree are created by and particularly attributable to the annexation of the Property and development of the Bigwood Planned Unit Development and as part of the compromise and settlement of the Lawsuit as provided for in Paragraph 20 hereinafter. Bigwood requests water and sewer service from Ketchum by extension of the municipal water system and sewerage system. All utilities, including water, sewer, gas and electric, shall be installed underground within the street rights of way prior to completion of the construction of the roads. All improvements shall be constructed in accordance with the PUD Development Plan and the rules, regulations and standards of Ketchum in effect at the time of construction. Bigwood shall install all improvements for the resubdivision or development of each Large Block in accordance with this Agreement prior to subsequent resubdivision or development of subsequent Large Blocks as set forth in Paragraph 2 hereinabove. Detailed engineering construction drawings and specifications for construction of the water and sewer system improvements and streets and public easement improvements shall be prepared by Bigwood and approved by Ketchum prior to construction. Prior to acceptance of said improvements by resolution, Ketchum shall

inspect and approve same and Bigwood shall provide Ketchum with "as built" drawings of each. Bigwood hereby warrants that the "as built drawings" are true and correct and Bigwood shall be liable and hold Ketchum harmless for any damage which may result from errors in said drawings after acceptance by Ketchum of said utilities. Bigwood hereby warrants each of said utilities and streets for two (2) years from acceptance thereof by Ketchum.

4.1 Streets. Bigwood shall provide, at its sole expense, the following street and public easement improvements:

(a) All public streets, easements, emergency lanes and other public ways and related improvements shall be constructed by Bigwood for each phase of development in accordance with the PUD Development Plan and this Agreement prior to final plat approval of the resubdivision of each Large Block. Minor adjustments in the final alignment of the public streets and easements as shown on the PUD Development Plan may be made by Ketchum on a phase by phase basis in accordance with this Agreement. Prior to approval of the final plat of the resubdivision of Large Block Number 3, Bigwood shall construct North Bigwood Drive and Clubhouse Road with an all weather surface road and construct the looped water and sewer lines therein. Prior to final plat

approval of the resubdivision of Large Block Number 4 or 5, whichever shall occur first, construction and paving of said streets shall be completed by Bigwood. Upon execution of this Agreement, the title to the real property of North Bigwood Drive, South Bigwood Drive, Clubhouse Road and River Rock Road and all easements shown on the PUD Development Plan shall be irrevocably offered for dedication by Bigwood to Ketchum. The offer of street dedications shall be made by Bigwood by warranty deed free of liens and encumbrances, except as specifically waived in writing by Ketchum. Ketchum may accept dedications at any time thereafter at its discretion and acceptance thereof by Ketchum shall not relieve Bigwood of its obligations to construct improvements thereon as required by the PUD Development Plan and this Agreement. Bigwood shall obtain title insurance, at its sole expense, on those dedications prior to offering for dedication. All public easements shown on the preliminary plat of the resubdivision of Large Block Number 1 (Exhibit D) shall be granted by Bigwood to Ketchum upon execution of this Agreement. All street light construction and landscaping and revegetation of the street rights of way shall be done by Bigwood as part of the construction of said streets for each phase of the project as set forth in this Agreement.

(b) All required improvements of public

easements shall be designed and constructed by Bigwood in accordance with the standards contained in the "Bikeway and Path Standards for Blaine County Recreation District" by Insight, Inc., dated October 1980, incorporated herein by reference, except those set forth in numbered paragraphs 4, 6, 7, 8 and 9 of the "Bigwood P.U.D. Paths, Recommendations of the Blaine County Recreation District" dated April 23, 1984, (incorporated herein by reference) which shall be constructed and maintained in accordance therewith. In the event that additional rights-of-way are necessary to meet said standards, Bigwood shall dedicate same to Ketchum. Prior to final plat approval of the resubdivision of Large Block Number 1, Bigwood shall construct the public bicycle path and other public easements therein.

(c) Ketchum shall acquire the real property by negotiated purchase or eminent domain proceedings for construction of the Saddle Road Extension with a one hundred foot wide right of way in accordance with the plan as shown in Figure 10, Alternative No. 2 of "Traffic Engineering Study - Saddle Road Extension State Highway 75 to Warm Springs Road", July 1983, prepared by Bell-Walker Engineers, Inc., incorporated herein by reference, together with the real property lying adjacent and between said right of way east to Venable Lane. Bigwood shall pay as an annexation

impact fee and as part of the compromise and settlement of the Lawsuit as provided in Paragraph 20 hereinafter the purchase price or all damages for condemnation and other related costs incurred by Ketchum in acquiring or condemning said real property of approximately one and one-half acres in size. Prior to annexation, Bigwood shall secure performance of its obligation hereunder and shall provide Ketchum with a first Deed of Trust in the sum of Three Hundred Thousand and no/100 Dollars (\$300,000.00) on the real property described in Exhibit N, attached hereto and made a part hereof by reference. Bigwood shall pay to Ketchum all the proceeds from the sale of each portion of said property up to the full amount due hereunder. Ketchum shall have the right to foreclose said Deed of Trust if Bigwood does not pay to Ketchum said sum toward its obligation hereunder within twelve (12) months of the date of execution of this Agreement. Bigwood shall pay any sums due above the amount received under said Deed of Trust within thirty (30) days of mailing written notice thereof by Ketchum to Bigwood. In acquiring said real property, Ketchum does not assume any obligations as may exist between Bigwood, Neilsen-Monroe, Inc., or Sprenger Land Investment, Inc., and the Oregon Short Line Railroad Company, Union Pacific Railroad Company, Upland Industries, Inc., or any

other party with regard to the location or construction of said street, any utilities or otherwise. Ketchum plans to construct the Connector Road in phases as budgeting and funding permit. In the event Ketchum acquires the real property for construction of said Saddle Road connector other than by purchase or eminent domain, then Bigwood shall construct said Connector Road within one (1) year from the date of such acquisition.

(d) Bigwood shall construct turn lanes along State Highway 75 at the locations and of a design to be approved by Ketchum prior to and as a condition of final plat approval of the resubdivision of Large Block Number 4 or 5, whichever shall occur first, of the PUD Large Block Subdivision plat. The final location of the turnouts shall be approved by the agencies of the State of Idaho having jurisdiction thereover.

(e) Upon execution of this Agreement, Bigwood shall dedicate to Ketchum that portion of Saddle Road adjacent to the Property to a minimum width of eighty (80) feet. In addition, Bigwood shall construct improvements to said public street and at its intersection with State Highway 75 in conformance with a design and construction specifications to be approved by Ketchum prior to final plat approval of the PUD Large Block Subdivision plat. Those

improvements shall include widening, lengthening and otherwise improving the intersection of Saddle Road and State Highway 75 to correspond to the improvements made by Northwood on the west side of said intersection and widening the remaining portion of Saddle Road dedicated by Bigwood to a maximum of forty (40) feet of paving width.

4.2 Landscaping and Street Lighting. Bigwood, at its sole expense, shall landscape Large Block Number 21 in accordance with the PUD Development Plan and a landscaping plan to be approved by Ketchum prior to final plat approval of the resubdivision of Large Block Number 4 or 5, whichever is earlier. Similarly, Bigwood shall install landscaping and related improvements for Large Block Number 7 and for Large Block Number 19 in accordance with a landscaping plan to be approved by Ketchum prior to design review approval of the first building to be constructed therein. The landscaping shall be installed in each large block of the PUD Large Block Subdivision plat as the same is developed.

4.3 Water System Improvements. Bigwood shall engineer and construct, at its sole expense, all improvements and additions to the municipal water system as set forth herein and provide the required water flows for domestic and fire flow purposes to each phase of development subject to Paragraph 4.3(f) hereof, which as a minimum shall

include the following:

(a) Water Distribution System. The municipal water distribution system of Ketchum shall be extended by Bigwood, at its sole expense, to and throughout the Bigwood PUD. All municipal water lines shall be looped upon completion, except the water line within Large Block Number 1, Large Block Number 6 and Large Block Number 9, and in lieu thereof circulation points with dry wells shall be installed by Bigwood according to plans to be approved by Ketchum. Prior to final plat approval of the resubdivision plat of Large Block Number 1, Bigwood shall extend the twelve inch municipal water main from the intersection of State Highway 75 and Saddle Road to serve the resubdivision of Large Block Number 1. Prior to final plat approval of Large Block Number 2, Bigwood shall construct, at its sole expense, an underground water system booster pump station at a location to be designated by Ketchum which shall provide a minimum of 3,000 gallons per minute at no less than 20 p.s.i. through the twelve inch water line to all portions of the Property with an elevation of 5,900 feet above sea level and higher. Said pump station shall be designed by Bigwood to include future installation of pressure reduction valves with bypass lines and valves, which shall be installed as part of the well improvement as set forth in Paragraph 4.3(b) herein-

below. Upon completion of each construction phase of said improvements, Bigwood shall offer same for dedication and portions not accepted shall remain the property and responsibility of Bigwood.

(b) Water Well. Prior to final plat approval of the resubdivision of Large Block Number 4 or 5, whichever shall occur first, Bigwood shall construct a municipal water well and related improvements as herein provided. Bigwood shall drill a six (6) inch test well(s) at the site or sites within the Property designated by J.U.B. Engineers, Inc. and beginning with that shown on the resubdivision plat of Large Lot Number 1. Said test well shall be tested and certified for maximum water flow by J.U.B. Engineers, Inc. of Twin Falls, Idaho. In the event that said test well(s) does not provide a minimum flow of 1,000 gallons per minute, Bigwood shall drill test wells on sites selected by Bigwood and approved by Ketchum until the minimum flow of 1,000 gallons per minute is provided, either by a single well or the aggregate of wells. When the flow as tested above meets the minimum flow requirement of 1,000 gallons per minute, then Bigwood shall contract with J.U.B. Engineers, Inc. or such other engineers as may be approved by Ketchum, to design the vertical drive pump system, pump house chlorination facilities, telemetry and backup power generation for the maximum

water flow of said well or wells up to a maximum flow of 1,000 gallons per minute and Bigwood shall construct said wells and related improvements and connect same to the municipal water system. In the event the test well results indicate that the well(s) will produce more than 1,000 gallons per minute, Bigwood shall notify Ketchum in writing and thereafter, Ketchum shall have the right to elect to increase the capacity of the well(s) up to a maximum of 2,500 gallons per minute. Upon said notification of said election by Ketchum, Bigwood shall design said well and pump system for a maximum flow so elected by Ketchum. Ketchum shall pay the increased construction costs of the pumping facility necessary to increase the flows of said wells above 1,000 gallons per minute as determined by engineering cost estimates obtained by Bigwood and by Ketchum and shall be resolved by mutual agreement between the parties hereto. In the event the parties hereto cannot agree on the amount of the increased costs to be paid by Ketchum as herein set forth, then Bigwood shall place out to bid the well(s) with and without Ketchum's elected increase in size and the amount which Ketchum shall pay shall be the difference between the two lowest bids. After receipt of said bids, Ketchum may elect not to proceed with the size increase and Bigwood shall construct the 1,000 gallon per minute well(s)

as herein provided. Upon certification of flow and designation of the well site(s) by J.U.B. Engineers, Inc., Bigwood shall convey to Ketchum by warranty deed free of liens and encumbrances the well site or sites, and water rights together with access and utility easement(s) thereto. The area of said well site(s) shall be outside of the flood plain and of sufficient size and location to comply with all laws, rules and regulations of the State of Idaho.

Bigwood shall construct said well and related improvements and the pressure reducing valve, by-pass lines and related improvements and connect same to the municipal water system and connect the telemetry to the municipal booster pump well house and dedicate same to Ketchum prior to final approval of the resubdivision of Large Block Number 4 or 5, whichever shall occur first.

(c) Water Tank and Pressure Reduction Station.

In the event the water flows and/or water pressures required to meet the domestic and fire flow requirements as determined by J.U.B. Engineers, Inc. of the ordinances, rules and regulations of Ketchum and the State of Idaho then in effect are not met prior to the time of the start of combustible construction of the first structure within Large Block Number 7 or at any earlier phase of the project, then Bigwood shall construct water system improvements to provide

said required water flows and water pressures as herein set forth. Bigwood may elect to construct another municipal well under the procedures and with Ketchum's election to increase the size of said well as set forth in Paragraph 4.3(b) hereinabove, or elect to construct the water tank and pressure reduction station as herein provided. Irrespective of which election Bigwood shall choose, Bigwood shall construct an access road approved by Ketchum to the water storage tank site. Bigwood shall deed to Ketchum by warranty deed free and clear of liens and encumbrances a water tank site at a location and elevation approved by Ketchum together with water line and access easements prior to final approval of the PUD Large Block Subdivision plat. The water tank site and access road may be relocated at the discretion of Ketchum prior to final approval of the resubdivision of Large Lot Number 6. Prior to final plat approval of the resubdivision of Large Block Number 6, Bigwood shall construct, at its sole expense, a fourteen inch (14") water line within the street right-of-way the length of Telemark Lane and connect same to the water main located within North Bigwood Way. In the event Bigwood shall elect to construct the well, Ketchum shall have the additional right to elect to have Bigwood contribute to Ketchum the cost of construction of said well to Ketchum, which Ketchum shall use to

build a water tank. However, in the event Bigwood elects to construct the water tank, the water tank shall be not less than 300,000 gallons in size and prior to completion of final construction drawings by Bigwood, Bigwood shall notify Ketchum and Ketchum may elect to increase the size of said water tank. If Ketchum makes said election to increase tank size, then Ketchum shall pay the increased cost of construction as determined by engineering cost estimates obtained by Bigwood and by Ketchum. The amount of Ketchum's share shall be limited to the increased costs of constructing the additional storage elected by Ketchum and shall be resolved by agreement between the parties hereto. In the event the parties hereto cannot agree on the increased costs to be paid by Ketchum, then Bigwood shall place out to bid the water tank with and without Ketchum's elected increase in size and the amount which Ketchum shall pay shall be the difference between the two lowest bids. After receipt of said bids, Ketchum may elect not to proceed with the size increase. As part of the water tank construction, Bigwood shall construct an underground pressure reduction system with a by-pass line and booster pump and an access and utility easement thereto at a location determined by Ketchum and dedicate same to Ketchum.

(d) Irrigation Systems and Landscaping Plan.

Bigwood shall construct, at its sole expense, a private landscape and private golf course irrigation system to provide irrigation to all of Large Blocks Number 7, 11, 12, 13, 14, 15, 19, 20 and 21. Bigwood shall have submitted and received approval by Ketchum for said private irrigation plan prior to preliminary plat approval for the resubdivision of Large Block Number 4 or 5, whichever shall occur first. Bigwood hereby warrants that it owns certain decreed water rights that are appurtenant to the Property. Bigwood shall retain all water rights now appurtenant to the Property and convey all said water rights to the owner's association created with regard to the Property. Such water rights shall be used for the benefit of the Property and shall not be severed from the Property.

(e) Water User Fees. Users of said system on the Property shall pay the normal monthly service fees and such other charges, fees, and assessments at the same rate as other equivalent users on the Ketchum municipal water system.

(f) In the event Ketchum is permanently enjoined by Ketchum Spring Water Supply Company, Inc. from extending the municipal water service to Bigwood by final judgement, after all appeals, then Bigwood shall not extend the municipal water distribution system. In the event

Ketchum does not provide water to the Bigwood PUD, Ketchum shall have no obligation or duty to provide water to Bigwood and the parties acknowledge that final approval of the subdivision and/or resubdivision plats or construction or use of structures within the Bigwood PUD may not be permitted until adequate water flows and pressures for domestic and fire flows are provided in accordance with the applicable ordinances, Uniform Fire Code, Uniform Building Code and Ketchum's Water System Ordinances, and laws and regulations of the State of Idaho, then in effect. In the event Ketchum is preliminarily enjoined from providing customer water service to Bigwood, Bigwood may provide the required water flows and pressures for domestic and fire flows for the Bigwood PUD by construction of its own private water system or otherwise in accordance with detailed engineering plans, construction drawings and specifications which shall be approved by Ketchum prior to construction. In the event Ketchum is preliminarily enjoined but not permanently enjoined, any water system improvements constructed and owned by Bigwood shall be dedicated by Bigwood to Ketchum and upon acceptance of all or a portion thereof, the part accepted shall become part of the municipal water system.

4.4 Sewer Improvements. Bigwood shall engineer and construct, at its sole expense, certain sewerage system

improvements, as follows:

(a) Sewer Collection System. The Ketchum sewerage system shall be extended by Bigwood, at its sole expense, throughout the Bigwood PUD with pipelines, pumping facilities, manholes, service stubs to each proposed building lot and other necessary appurtenances in accordance with this Agreement. Prior to final plat approval of Large Block Number 1, Bigwood shall extend the municipal sewer line to serve said subdivision. All said improvements shall be designed and constructed in accordance with construction drawings and specifications subsequently approved by Ketchum and in accordance with the standards of the State of Idaho, Department of Health and Welfare, Division of Environment and Ketchum. The final construction drawings and specifications shall control over the location and design of sewerage system improvements shown on Exhibit C.

(b) Pump Station. In the event any sewer pump station(s) is approved by Ketchum to serve the development or any portion thereof, Bigwood, at its sole expense, shall construct same at a location agreed upon between the parties. Said pump station(s) and the sewer line constructed within River Rock Road of Large Block Number 1 shall not be dedicated by Bigwood to Ketchum and shall remain the property and responsibility of Bigwood.

(c) Dedication. Upon completion by Bigwood and final inspection approval by Ketchum of each phase of the sewer lines and improvements, Bigwood shall offer same for dedication to Ketchum and Ketchum shall accept only those portions as determined by Ketchum and those portions not accepted shall remain the property and responsibility of Bigwood.

(d) Sewer User Fees. All fees, charges and assessments for use of the Ketchum sewer and collection lines shall be at the rate equivalent to such fees, charges and assessments charged to other similar users except as otherwise herein provided.

(e) Sewer Connection Fee. Bigwood shall pay Ketchum a sewer capital improvement fee in the sum of \$3,000.00 for each dwelling unit and each commercial use connected to the sewage system, or the sum due under Ketchum Ordinance Number 360, as amended, whichever is greater. This fee is based on contract as part of the compromise and settlement of the Lawsuit as provided in Paragraph 20 herein-after. Said fee shall be subject to a cost of living index based upon the Environmental Protection Agency's index of sewer plant construction. The basic index number shall be the index number as of May 1985. The fee shall be increased or decreased by the percentage of the increase or decrease

shown by the index for the month when Bigwood pays same as compared to the basic index as set forth above. The sum so due shall be paid at the time of making application for a building permit for each structure within the project. If said permit is not issued, said fee shall be refunded, but Bigwood shall pay said permit fee at the time of subsequent building permit applications.

(f) Sewer Buy-In Fee. Bigwood shall pay Ketchum a sewer buy-in fee, representing the pro-rata share of the capital improvement to date of the Ketchum Sewage Treatment Plant, in the sum of \$495.00 per unit and for each commercial use and said fee shall be subject to a cost of living index based upon the Environmental Protection Agency's inflation index for the cost of sewage plant construction. The basic index number shall be the index number as of May 1985. The fee shall be increased or decreased by the percentage of the increase or decrease shown by the index for the month when Bigwood pays same as compared to the basic index as set forth above. This fee shall be paid at the time of building permit application for each structure within the project and should said permit not issue, said fee shall be refunded by Ketchum, but Bigwood shall pay said permit fee at the time of subsequent building permit applications.

4.5 Golf Course. Bigwood hereby grants to the public certain rights to the Bigwood Golf Course as set forth in the documents referred to herein. The golf course shall be open and available to the public with a minimum of one-half of the tee off times reserved for the general public and the remainder reserved for Bigwood owners, guests, season pass holders and private memberships, subject to limited special tournament events which shall have priority over both classes of players. Furthermore, Bigwood shall charge the public the same fees and charges as it charges its owners and guests for green fees and memberships. The rights of the public to use the Bigwood Golf Course shall be a covenant running with the land. Upon execution of this Agreement, Bigwood shall convey to Ketchum by warranty deed free and clear of liens and encumbrances, except as may be specifically waived in writing by Ketchum, the real property comprising the existing golf course as set forth in and by execution of the deed attached hereto, made a part hereof and incorporated herein by reference as Exhibit J, together with the land to be set aside for future golf course expansion. Whereupon, Ketchum shall deed same back to Bigwood with certain restrictions on use and the right of reversion to Ketchum as set forth in and by execution of the deed attached hereto, made a part hereof and incorporated herein

by reference as Exhibit K. The property description set forth in Exhibits J and K shall be subsequently amended by the parties to include all real property within all large blocks of the final PUD Large Block Subdivision plat dedicated to golf course use, expansion and open space prior to final approval by Ketchum of said plat. In the event Ketchum shall de-annex the Property as herein provided, then Ketchum shall deed its interest in the golf course back to Bigwood. Bigwood, at its sole expense, may expand the standard size nine (9) hole golf course presently existing on the Property to a standard size eighteen (18) hole golf course in accordance with generally accepted standards and practices of the industry and in accordance with a plan approved by Ketchum. In addition, Bigwood covenants to maintain the existing nine (9) hole golf course as a first rate golf course in accordance with accepted industry standards, except Bigwood may close said golf course for a period of not more than twenty-four (24) consecutive months for construction of the eighteen (18) hole golf course. Since construction of the road required to serve Large Block Number 3, upon resubdivision thereof, will require changes to the existing golf course design, prior to final plat approval of said resubdivision, Bigwood shall obtain approval from Ketchum of a golf course redesign and shall

complete said changes.

4.6 Pedestrian Underpass. In the event Bigwood expands to an eighteen hole golf course, Bigwood shall construct as part of the golf course expansion an underpass under State Highway 75 by the Adams Gulch Road to access that portion of the PUD lying west of State Highway 75. Prior to final plat approval of the resubdivision of Large Block Number 4, Bigwood shall install a golfer/pedestrian crossing across Saddle Road at a location and of a design approved by Ketchum.

4.7 Recreation Center. The recreation center shall be constructed within Large Block Number 19 in accordance with this Agreement and shall include four (4) tennis courts, landscaping, swimming pool, and may include pro shop and golf maintenance facilities, a two bedroom employee housing unit for the manager, a one bedroom employee housing unit for the assistant manager, a community recreation room, a sales and property management area, locker rooms, showers, restroom facilities and additional recreational facilities. Bigwood may also construct a restaurant and bar within the recreation center building, and may construct a separate golf maintenance building upon receiving a conditional use permit therefore in accordance with zoning regulations and requirements then in effect. The final design and land-

scaping shall be subject to the design review regulations of Ketchum in effect at the date of application therefore and the building and all parking areas shall be adequately screened from State Highway 75. Bigwood will cooperate with Ketchum in making the recreation center available to public groups. Construction of the recreation center shall be a required improvement prior to issuance of a building permit for any structure within Large Block Number 7. Upon completion of the recreation center building, Bigwood shall immediately discontinue use of the existing golf clubhouse and remove same and close the existing access road thereto.

4.8 Impact Fees. Bigwood shall pay to Ketchum a general impact fee in the sum of \$2,000.00 per single family lot, per multiple family dwelling unit, and per dwelling unit, and per commercial use developed within the Property. Said impact fee shall be paid for Large Blocks Number 10 and 9 prior to final plat approval of the PUD Large Block Subdivision plat, and for each lot created by the resubdivision of Large Blocks Number 1 through 6 and 8 prior to final plat approval of the resubdivision of each of said large blocks. Said impact fee shall be paid for each dwelling unit constructed on Large Blocks Number 7 and 19 at the time of making application for a building permit therefore. In addition, Bigwood shall pay to Ketchum an additional impact

fee of \$2,175.00 per lot created by the resubdivision of Large Blocks Number 1 through 6 and Block 8, and for Large Blocks Number 10 and 9. Said fee shall be paid at the time of sale of each lot by Bigwood. Said impact fees shall be subject to a cost of living index adjustment to the date paid. Said adjustment shall be based upon the cost of living index as shown by the column for "All Items" in the "Consumers Price Index" for the United States City Average, published monthly in the Monthly Labor Review of the United States Department of Labor, and as also found in the "Economic Indicators" published by the United States Government Printing Office for the Joint Economic Committee by the Council of Economic Advisors. The basic index number shall be the index number as of May 1985. The impact fees herein set forth shall be increased or decreased by the percentage of the increase or decrease shown by the index for the month when Bigwood pays same as compared to the base index as set forth above.

4.9 Transit System Improvements. Prior to the issuance of a building permit for any multiple family dwelling unit within Large Block Number 7 of the PUD Large Block Subdivision plat, Bigwood shall pay to Ketchum the sum of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) which Ketchum will use to acquire a transit bus and/or make

other improvements to the public transportation system. This obligation shall be met by Bigwood only if a public transit system is operating within Ketchum. Thereafter, Ketchum will provide for public transportation to the Bigwood project to the extent service levels and adequate funding therefore permit.

4.10 Lewis Street. Upon execution of this Agreement, Bigwood shall convey to Ketchum by quitclaim deed the lands owned by Bigwood adjacent to the existing Lewis Street within the City of Ketchum, Idaho not heretofore deeded by Bigwood to Ketchum and generally described as Section 12, Township 4 North, Range 17 East, Tax Lot 6325, and Section 13, Township 4 North, Range 17 East, Tax Lot 6059.

5. IMPACT MITIGATION AND COVENANT NOT TO SUE. Bigwood, its successors and assigns, hereby agrees to pay all said fees, make all dedications, and construct all improvements as provided for in this Agreement, based upon contract in order to help mitigate the adverse financial impact of annexation of the Property, development thereof and as part of the compromise and settlement of the Lawsuit under Paragraph 20. Bigwood and its successors or assigns in interest to said real property or any portion thereof covenants not to sue and waives any right to rescind payment of said fees or Bigwood's obligation to construct said

improvements or to bring any legal action to challenge same or to seek to recover said fees. Furthermore, Bigwood and Ketchum each hereby acknowledges and agrees that said fees are each a fair and equitable amount voluntarily agreed upon to mitigate the impacts that are specifically attributable to this development of the Bigwood Property and the service demands and adverse impacts which are a direct result of the annexation and development of the Property, and as part of the compromise and settlement of litigation as provided for hereinafter. The parties each hereby acknowledge without same the Bigwood FUD would create adverse impacts and impose a substantial burden upon Ketchum and its residents.

6. NO WAIVER OF BUILDING OR FIRE CODES. This Agreement shall not function as a waiver of any law, ordinance, regulation or rule of Ketchum affecting future development of the Bigwood PUD and the project shall comply with the design review requirements of Ketchum. Furthermore, the Bigwood PUD shall incorporate into the design of the building and construction of the structures certain fire prevention improvements. Regardless of less stringent requirements, Bigwood shall install the following fire prevention improvements in and comply with the following requirements with regard to the construction of all multiple family dwelling units and the recreation center within the Bigwood

PUD, as follows: (a) All shall be sprinklered irrespective of size; (b) all roofs shall be a minimum of Class B non-combustible type construction unless an increased fire rating is required under the Uniform Fire Code, 1982 Edition, or Uniform Building Code, 1982 Edition, or Ketchum Ordinance Number 316; (c) Bigwood shall install a standpipe system separate from the sprinkler piping system in every multiple family structure within the Bigwood PUD, and in compliance with the Uniform Fire Code, 1982 Edition, Section 10.313, during the course of construction; (d) Bigwood shall install in each structure within the project fire detection early alarm system both manual and automatic with point to point zoning which is directly connected to the Ketchum Communication System; and, (e) Bigwood shall provide and construct all weather fire equipment access lanes throughout the project as determined by Ketchum and provide for year around maintenance to keep same free and clear as approved by the Ketchum Fire Chief.

7. PUD LARGE BLOCK SUBDIVISION PLAT APPROVAL. Bigwood shall receive final plat approval of the PUD Large Block Subdivision plat and record same with the Office of the Blaine County Recorder within one hundred twenty (120) days of the date of approval of the PUD - Conditional Use Permit by Ketchum and prior to the final plat approval of the

resubdivision of any large block or issuance of any building permit for development of the Property. Should Bigwood fail or refuse to do so within the time set forth, this Agreement, the PUD - Conditional Use Permit and the preliminary plat approvals may be declared void ab initio by Ketchum and Ketchum may de-annex the Property pursuant to Paragraph 3 hereinabove.

8. CITY APPROVAL. Ketchum shall consider all subsequent applications for development of the Bigwood Planned Unit Development in accordance with the approved PUD Development Plan, PUD - Conditional Use Permit and this Agreement in an efficient and expeditious manner consistent therewith. Nothing contained herein is intended to limit the police powers of Ketchum or its discretion of review of any subsequent application, but in the exercise of its discretion, Ketchum shall act in a manner which is not inconsistent with the approved PUD - Conditional Use Permit and PUD Development Plan and this Agreement. This Agreement does not prevent Ketchum in its preliminary plat and final plat approval of project phases from applying new rules, regulations and policies so long as such rules, regulations and policies are not inconsistent with the approvals already granted Bigwood.

9. FORCE MAJEURE. If either party hereto is delayed

in the performance of any of its obligations hereunder because of inclement weather, labor dispute or strike, civil strife, act of God, actions by the State of Idaho or any of its agencies, the time of performance for completion of such amenity or improvement shall be extended for the same time as lost by the cause hereinabove set forth as determined by Ketchum.

10. AMENDMENT OF AGREEMENT AND CHANGES TO DEVELOPMENT PLAN.

This Agreement shall be amended or cancelled, in whole or in part, only by the mutual consent of the parties, executed in writing and evidenced by amended plats, or PUD Development Plan. Both parties recognize that the site plans, floor plans and elevations of multiple dwelling units of the PUD Development Plan will be refined prior to submission of plans for design review approval and prior to submission of final construction drawings for a building permit. As a part of the design review procedures of each phase, the Planning and Zoning Administrator shall determine whether or not the proposed design is in substantial conformance with the PUD Development Plan and PUD - Conditional Use Permit. Should the Administrator determine that the proposed design change is in substantial conformance, the Design Review Commission shall proceed with its review. Should the Administrator determine that the proposed design change is

not in substantial conformance, the Administrator shall refer the changes to the Ketchum City Council for approval or denial of the proposed change prior to design review consideration. Should the City Council find that such changes substantially change the character or impacts of the project, the Council may remand the proposed change(s) to the Planning and Zoning Commission for review and recommendations as a new application under the procedures of the Planned Unit Development Ordinance Number 382 and Bigwood agrees to comply with those procedures. Such action shall not be deemed a revocation of the PUD - Conditional Use Permit or this Agreement, which shall remain in full force and effect subject to any additional conditions placed upon the permit by Ketchum as a result of said changes. Bigwood shall have the ability to request a determination by the Administrator as to whether a proposed change constitutes a substantial change. The following are agreed to constitute changes which are not substantial in character:

(a) Moving of the location of a building envelope on Large Block Number 7 by twenty (20) feet or less, except no structure shall be moved closer to any exterior lot line.

(b) Any change in materials or textures of the exterior building materials provided the materials substituted are wood, rock, or glass.

(c) Any change in the interior floor plans.

(d) A less than 5% increase in the total overall housing floor area per building.

11. SUPERCEDING PRIOR AGREEMENTS. This Agreement supercedes and extinguishes all prior agreements between the parties with regard to the Property or its development including, but not limited to, Ketchum Resolution Number 92, and all applications or supporting documentation of Bigwood with regard to the Bigwood Planned Unit Development, including, but not limited to, Section 3.5, Development Schedule of Bigwood's Application for a PUD - Conditional Use Permit.

12. GRADING AND FILL. Bigwood shall not grade or fill any portion of the Property without prior written approval of the Ketchum City Council, except such work with regard to golf course Large Blocks Number 11 through 15 which are outside the flood plain and areas with a slope of less than twenty-five percent (25%).

13. DEFAULT AND ENFORCEMENT. In the event of a breach or default of this Agreement, in addition to all remedies at law and equity, this Agreement is enforceable by specific performance by either party, and, in addition, Ketchum may de-annex the Property pursuant to Paragraph 3 hereinabove. Each of the following events, acts, omissions or occurrence

shall constitute a default by Bigwood under this Agreement:

(a) If Bigwood shall fail to perform or permit violation of any covenant, condition, promise, obligation, term, duty or provision contained in this Agreement or in the PUD - Conditional Use Permit.

(b) If Bigwood files a petition in bankruptcy or has a petition for involuntary bankruptcy filed against it.

Upon Ketchum mailing a written Notice of Default to Bigwood by certified mail, return receipt requested, Bigwood shall have thirty (30) days from the date said notice is mailed to cure such default. If such default is not cured within said thirty (30) day period, Ketchum may de-annex the Property and shall have all other rights available to it, in law or equity, to enforce the provisions of this Agreement, which remedies shall be cumulative, and the exercise of one right shall not be deemed to be a waiver of any other rights Ketchum may have.

14. ATTORNEY FEES AND COSTS. If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs.

15. NOTICES. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices

required to be given to Ketchum shall be addressed as follows:

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

Notices required to be given to Bigwood shall be addressed as follows:

River Rock, Ltd.
P.O. Box 452
Twin Falls, Idaho 83303

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

16. BONDING OF IMPROVEMENTS. Ketchum hereby finds, pursuant to Ketchum Subdivision Ordinance Number 316, if despite Bigwood's good faith efforts, should the advent of winter weather, defined by this Agreement as October 15th, prevent completion of certain improvements within the Bigwood PUD, Ketchum may allow Bigwood to file an irrevocable letter of credit from a local bank in a form approved by Ketchum against which Ketchum may make withdrawals by draft(s) at sight to secure performance and completion of said improvements required prior to approval of the PUD Large Block Subdivision plat. Said letter of credit shall be an amount equal to one hundred fifty percent (150%) of the bona fide estimated cost of said improvements as deter-

mined by Ketchum. Ketchum will permit Bigwood to file such a letter of credit with regard to the improvements for the resubdivision of Large Block Number 1 and Large Block Number 9, and the resubdivision of Large Block Number 2 if final plat approval is requested by Bigwood prior to May 1, 1986.

17. AGREEMENT PART OF BIGWOOD'S PUD APPLICATION AND REQUEST FOR ANNEXATION. This Agreement is intended by Bigwood to be considered by Ketchum as part of Bigwood's Request for Annexation as well as its Application for a PUD - Conditional Use Permit and Subdivision Plats contingent on said annexation. Bigwood acknowledges and intends the City Council to consider and rely upon this Agreement in its review and consideration of said annexation request and contingent applications.

18. AGREEMENT SUBJECT TO. This Agreement shall become effective upon and is subject to annexation of the Property, to approval of the Conditional Use Permit for the Bigwood Planned Unit Development Plan, and to preliminary plat approval of the Large Block Subdivision plat by Ketchum.

19. RELATIONSHIP OF PARTIES. It is understood that the contractual relationship between Ketchum and Bigwood is such that Bigwood is an independent contractor and not the agent, partner, or joint venturer of Ketchum.

20. SETTLEMENT OF LAWSUIT. The Lawsuit entitled River Rock, Ltd., a Nevada limited partnership dba Bigwood v.

City of Ketchum, an Idaho municipal corporation, and John Does I-X, Blaine County Case Number 11331, is hereby fully compromised and settled between the parties hereto and shall be dismissed with prejudice by stipulation of Ketchum and Bigwood. Bigwood and Ketchum shall each bear their own costs and attorney fees. Bigwood hereby waives, releases and covenants not to sue Ketchum with regard to any actions, claims or causes of action which arise out of or in anyway connected to or result from actions, review or consideration of the Bigwood PUD Development Plan, this Agreement or any portion thereof by Ketchum, its officials, officers or employees.

21. RULES OF CONSTRUCTION AND MISCELLANEOUS TERMS. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive. The captions to paragraphs of this Agreement are for convenience only and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of such paragraphs.

22. LIEN OF RECORD. Upon execution of this Agreement, Bigwood shall execute a lien in favor of Ketchum to secure construction of all improvements by Bigwood set forth in this Agreement which shall encumber the Property. A copy of said Lien is attached hereto and made a part hereof as

Exhibit L. Ketchum may consent to subordination of said lien on the Property or any portion thereof to an institutional lender of Bigwood, which consent shall not be unreasonably withheld. However, any such subordination by Ketchum shall not constitute or be deemed a subordination of any right or interest in the Property held by Ketchum under this Agreement or a release or waiver of any obligations of Bigwood under this Agreement. Upon completion of the required improvements for resubdivision or development of each Large Block set forth in this Agreement, Ketchum shall release said Lien on that block.

23. QUALITY OF TITLE, SUBORDINATION AGREEMENTS AND TITLE INSURANCE. Upon execution of this Agreement, Bigwood shall obtain and cause to be recorded with the Office of the Blaine County Recorder valid and binding Subordination Agreements or other necessary documents from each holder of a security interest, lien or encumbrance in the Property subordinating same to this Agreement which would otherwise be prior to this Agreement and the deeds, grants and liens provided for therein. Furthermore, Bigwood shall obtain and deposit with said escrow agent the Amendment to the Lease and Sublease between Bigwood and Alpenrose, Inc. incorporating the terms of this Agreement into said Lease and Sublease. Also, Bigwood shall obtain from Sawtooth Title Company title insurance in the sum of not less than Two Hundred Fifty Thousand and no/100 Dollars

(\$250,000.00) insuring that it holds fee simple title to the Property and that this Agreement is a first lien on the Property described in Exhibit A, free and clear of liens and encumbrances, except as may be specifically waived in writing by Ketchum, as of the date this Agreement is recorded with the Office of the Blaine County Recorder, Hailey, Idaho. Ketchum shall waive as an encumbrance of record the Charging Order recorded as Instrument Number 261171, records of Blaine County, Idaho. Bigwood and Ketchum hereby appoint Sawtooth Title Company of Ketchum, Idaho as escrow agent and closing agent with regard to this Agreement and the parties shall execute escrow instructions consistent herewith. This Agreement shall be held by said escrow agent until all documents required to be executed upon execution of this Agreement are deposited therein and title insurance obtained as herein provided. In the event Bigwood does not provide all the necessary documents to accomplish these conditions within thirty (30) days from the date of the execution of this Agreement, Ketchum shall have the right to void this Agreement. This Agreement shall not be deemed delivered by Ketchum to Bigwood until recorded under this paragraph. Bigwood warrants (except the Sewell Charging Order described above and upon recordation of a Subordination Agreement by First Security Bank subordinating that real estate mortgage recorded as Instrument Number 248917 which shall subordinate said mortgage to this Agreement, except the Lien filed pursuant to Paragraph 22) that with said Subordination Agreements,

Ketchum has a first lien on the Property and that there are no liens or encumbrances superior to Ketchum on the Property, and will defend and hold Ketchum harmless from any and all claims of superior right, title or interest in said real property. All documents to be recorded under this paragraph shall be subject to approval, in writing, by Ketchum prior to recording.

24. BINDING EFFECT AND COVENANTS RUNNING WITH THE LAND.

This Agreement shall inure to the benefit of and be binding upon Ketchum and Bigwood, its successors and assigns. This Agreement shall be a covenant running with the Property and with any portion thereof described in Exhibit A attached hereto and made a part hereof by reference. The words "successors and assigns" as used in this Agreement shall include all successors, assigns, personal representatives, administrators, trustees and holders of a security interest in the Property or any portion thereof or interest therein.

25. SURVIVAL AND NON-MERGER CLAUSE. The terms, conditions and obligations of this Agreement shall survive the execution, delivery and recording of each Deed, Grant and Lien described in or required by this Agreement including, but not limited to, the Golf Course Warranty Deed under Paragraph 4.5, Golf Course Municipal Quitclaim Deed under Paragraph 4.5, Warranty Deed under Paragraph 4.1(a), Grant of Easement under Paragraph 4.1(a), Deed of Trust under Paragraph 4.1(c) and the Lien under Paragraph 22, and the same shall be subject to this Agreement.

26. NO WAIVER. In the event Ketchum or Bigwood does not strictly comply with any of its obligations or duties herein thereby causing a default of this Agreement, or any forbearance of any kind that may be granted or allowed by Bigwood or Ketchum to the other under this Agreement shall not in any manner nor in anywise be deemed or construed or considered as waiving or surrendering any of the conditions or covenants of this Agreement or any subsequent default.

27. RECORDATION. This Agreement including subsequent amendments thereto, together with the PUD - Conditional Use Permit and any of the Exhibits and documents referred to herein may be recorded in the Office of the Blaine County Recorder, Hailey, Idaho by Ketchum and Bigwood shall pay Ketchum the costs of recordation.

28. PARTIAL INVALIDITY. In the event any portion of this Agreement or part thereof shall be determined by any Court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, except if any portion of the impact mitigation provisions as set forth in Paragraphs 4, 5, 20 or 23 of this Agreement are declared invalid, void or unenforceable for any reason prior to the issuance of the first building permit for any building within the Bigwood PUD Large Block Number 7, then this

Agreement and the PUD - Conditional Use Permit shall be voidable and the Property may be de-annexed by Ketchum.

29. COMPLETE AGREEMENT. This Agreement constitutes the full and complete Agreement of and between the parties hereto. No representations or warranties made by either party or its officers, employees or agents shall be binding unless contained in this Agreement or subsequent written amendments thereto.

30. EXHIBITS. Attached to this Agreement and made a part of this Agreement by reference are the following Exhibits:

- A - Bigwood Property Description
- B - Bigwood Conceptual General Development Plan - one page
- C - Bigwood PUD Large Block Preliminary Subdivision Plat - five pages
- D - Preliminary Plat of the Resubdivision of Large Block Number 1
- E - Preliminary Plat of the Resubdivision of Large Block Number 2
- F - Maximum Unit Count and Building Square Footage
- G - Preliminary Plat of the Resubdivision of Large Block Number 3
- H - Property Description
- I - Golf Course Property Description
- J - Golf Course Warranty Deed

K - Golf Course Municipal Quitclaim Deed

L - Lien

M - River Rock Resolution

N - Deed of Trust Property Description

31. AUTHORITY TO EXECUTE. Each of the persons executing this Agreement represent and warrant that they have the lawful authority and authorization from their respective entities to execute this Agreement together with all deeds, easements and lien required hereunder for and on behalf of said entity. Neilsen-Monroe, Inc. and its officers, individually, jointly and severally, each represent and warrant that Neilsen-Monroe, Inc has the authority as the managing general partner of River Rock, Ltd., a Nevada limited partnership, to lawfully execute this Agreement and all documents required herein on behalf of River Rock, Ltd. A resolution of the board of directors of Neilsen-Monroe, Inc. evidencing such authority is attached hereto as Exhibit M and made a part hereof by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in accordance with the laws of the State of Idaho, the date and year first written above.

RIVER ROCK, LTD., a Nevada
limited partnership,

By *David M. Sullivan*
Title: President of
Neilsen-Monroe, Inc., an
Idaho corporation, as
general managing partner
of River Rock, Ltd., a
Nevada limited partnership

11/11/71
12/1/71

By Craig Neilsen
Title: Secretary of
Neilsen-Monroe, Inc., an
Idaho corporation, as
general managing partner
of River Rock, Ltd., a
Nevada limited partnership

CITY OF KETCHUM, IDAHO

By G. N. Seiffert
GERALD N. SEIFFERT
Mayor

ATTEST:

By

Betty A. Coles
Betty A. Coles
City Clerk

10-1
200

STATE OF IDAHO)
) ss.
County of Blaine)

On this 18th day of August, 1985, before me,
Jane Jacobus, a Notary Public in and for said State,
personally appeared David M. Sellgren,
known or identified to me to be the President of Neilsen-Monroe,
Inc., the managing general partner in the partnership of River
Rock, Ltd., a Nevada limited partnership, and who subscribed
said partnership name to the foregoing instrument, and
acknowledged to me that he lawfully executed the same in said
partnership name.

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

Jane Jacobus
Notary Public
Residing at: Boise, Idaho

STATE OF IDAHO)
) ss.
County of Blaine)

On this 16th day of August, 1985, before me,
Jane Jacobus, a Notary Public in and for said State,
personally appeared Craig Neilson,
known or identified to me to be the Secretary of Neilsen-Monroe,
Inc., the managing general partner in the partnership of River
Rock, Ltd., a Nevada limited partnership, and who subscribed
said partnership name to the foregoing instrument, and acknowledged
to me that he lawfully executed the same in said partnership name.

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

Jane Jacobus
Notary Public
Residing at: Belleme Idaho

as 11/12/85

A parcel of land within Section 1, Township 4 North, Range 17 East, Boise Meridian and Section 6, Township 4 North, Range 18 East, Boise Meridian, Blaine County, Idaho, and more particularly described as follows:

Commencing at the E $\frac{1}{4}$ corner of said Section 1, and said corner being the true point of beginning, thence S 0°01'53" E. 1307.79 feet; thence S 89°17'43" E. 1374.68 feet; thence S 1°01'31" E. 386.62 feet; thence S 80°11'51" W. 2492.91 feet; thence N 9°48'09" W. 537.58 feet; thence 1076.02 feet along a curve to the left with a central angle of 10°40'00", a radius of 5779.80 feet and a long chord of 1074.46 feet that bears N 15°08'09" W.; thence N 20°28'09" W. 604.68 feet; thence N 89°56'42" E. 358.55 feet; thence N 0°12'48" W. 1320.76 feet; thence N 89°50'50" E. 1300.21 feet; thence S 0°10'24" E. 1322.31 feet to the true point of beginning, and said parcel containing 117.97 acres.

A parcel of land within Section 1, Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho, and more particularly described as follows:

Commencing at the C $\frac{1}{4}$ corner of said Section 1; thence N 89°56'42" E. 335.00 feet to the true point of beginning; thence N 89°56'42" E. 497.68 feet; thence S 20°28'09" E. 641.90 feet; thence 1057.40 feet along a curve to the right with a central angle of 10°40'00", a radius of 5679.78 feet and a long chord of 1055.87 feet that bears S 15°08'09" E; thence S 9°48'09" E., 704.53 feet; thence 45.78 feet along a curve to the right with a central angle of 139°42'57", a radius of 18.77 feet and a long chord of 35.25 feet that bears S 80°03'09" W.; thence N 50°05'12" W., 505.76 feet; thence 260.94 feet along a curve to the left with a central angle of 35°12'52", a radius of 424.57 feet and a long chord of 256.86 feet that bears N 67°41'38" W.; thence N 85°18'04" W., 442.95

feet; thence N 12°50'38" E. 224.71 feet;
thence N 12°04'35" W. 219.87 feet;
thence N 32°58'37" E. 512.58 feet;
thence N 3°19'23" E. 465.78 feet;
thence N 31°13'42" W. 636.86 feet to the true
point of beginning, and said parcel containing
30.50 acres.

A parcel of land within Sections 1 and 12,
Township 4 North, Range 17 East, Boise
Meridian, and within Sections 6 and 7,
Township 4 North, Range 18 East, Boise Meridian,
Ketchum, Blaine County, Idaho, and more particu-
larly described as follows:

Commencing at the SW Corner of said Section 7;
thence N 55°55'23" W. 318.27 feet to the true
point of beginning.

thence N 3°25'51" W. 100.00 feet;
thence S 86°34'09" W. 50.00 feet;
thence N 3°25'51" W. 1384.45 feet;
thence 645.13 feet along a curve to the left
with a central angle of 6°22'18", a radius of
5801.18 feet and a long chord of 644.80 feet
that bears N 6°34'33" W.;
thence N 9°48'09" W. 3535.78 feet;
thence N 80°11'50" E. 2492.91 feet;
thence S 1°01'31" E. 932.28 feet;
thence S 0°22'01" W. 2620.73 feet;
thence S 89°38'02" W. 813.12 feet;
thence N 33°34'25" W. 66.99 feet;
thence South, 6.98 feet; thence West, 405.00
feet; thence South, 818.04 feet; thence 36.32
feet along a curve to the right with a central
angle of 3°21'08", a radius of 620.87 feet and
a long curve of 36.32 feet that bears N
79°55'38" W.;
thence S 11°45'01" W. 60.00 feet;
thence S 43°01'41" E. 199.98 feet;
thence S 45°00'00" E. 109.97 feet;
thence S 45°00'00" W. 34.01 feet;
thence S 54°22'55" E. 225.50 feet;
thence S 22°40'56" E. 192.63 feet;
thence S 0°07'45" E. 94.51 feet;
thence S 1°14'19" E. 185.04 feet;
thence S 5°39'42" W. 233.14 feet;
thence S 80°15'22" E. 200.90 feet;



thence N 46°25'58" E. 159.02 feet;
thence 57.11 feet along a curve to the left
with a central angle of 14°13'37", a radius of
230.00 feet and a long chord of 56.97 feet that
bears S 52°28'58" E.;
thence S 21°50'00" E. 205.00 feet;
thence N 69°37'00" E. 112.61 feet;
thence S 34°07'00" E. 252.00 feet;
thence N 68°18'00" E. 205.00 feet;
thence S 0°03'28" W. 525.99 feet;
thence N 89°32'48" W. 798.98 feet;
thence N 0°06'17" W. 269.80 feet;
thence S 84°05'27" W. 844.21 feet to the true
point of beginning, and said parcel containing
222.96 acres.

EXCEPTING all of Golfview Subdivision No. 1,
according to the official plat on file in the
Blaine County Recorder's office.

And also a parcel of land in Section 12, Township 4 North,
Range 17 East, Boise Meridian, and also in Section 7,
Township 4 North, Range 18 East, Boise Meridian, City of
Ketchum, Blaine County, Idaho, more particularly described
as follows:

Commencing at the Southeast corner of said Section 12;
thence S 89°50'00" E, 113.62 feet to the Real Point of
Beginning;
thence N 0°08'55" W, 83.62 feet;
thence S 88°44'00" W, 412.47 feet to the Easterly boundary of
U.S. Highway No. 93;
thence N 2°27'31" W, 200.00 feet along said U.S. Highway
No. 93;
thence N 87°32'29" E, 50.00 feet;
thence S 2°27'31" E, 100.00 feet;
thence N 83°40'00" E, 833.00 feet;
thence S 0°25'29" E, 269.80 feet to the Southerly boundary
of said Section 7;
thence N 89°50'00" W, 463.00 feet along said Southerly boundary
of Section to the Point of Beginning.

With regard to the future development of multiple family units within Large Block 7 of the PUD Large Block Plat (Exhibit C), the following shall be the maximum number of buildings, units and square footage of each structure which the Developer may construct thereon, subject to the provisions of this Agreement:

BUILDING 11 (24 UNITS)

Total Area	37,802 sq. ft.
Total Footprint	18,425 sq. ft.

BUILDING 13 (24 UNITS)

Total Area	37,802 sq. ft.
Total Footprint	18,425 sq. ft.

BUILDING 15 (16 UNITS)

Total Area	27,825 sq. ft.
Total Footprint	13,440 sq. ft.

BUILDING 17 (20 UNITS)

Total Area	32,865 sq. ft.
Total Footprint	15,960 sq. ft.

BUILDING 19 (16 UNITS)

Total Area	27,825 sq. ft.
Total Footprint	13,440 sq. ft.

8-PLEXES

BUILDINGS 14, 16, 18

All buildings are identical

Total Area	15,330 sq. ft.
Total Footprint	7,560 sq. ft.

A parcel of land within Section 1, Township 4 North, Range 17 East, Boise Meridian and Section 6, Township 4 North, Range 18 East, Boise Meridian, Blaine County, Idaho, and more particularly described as follows:

Commencing at the E $\frac{1}{4}$ corner of said Section 1, and said corner being the true point of beginning, thence S 0°01'53" E. 1307.79 feet; thence S 89°17'43" E. 1374.68 feet; thence S 1°01'31" E. 386.62 feet; thence S 80°11'51" W. 2492.91 feet; thence N 9°48'09" W. 537.58 feet; thence 1076.02 feet along a curve to the left with a central angle of 10°40'00", a radius of 5779.80 feet and a long chord of 1074.46 feet that bears N 15°08'09" W.; thence N 20°28'09" W. 604.68 feet; thence N 89°56'42" E. 358.55 feet; thence N 0°12'48" W. 1320.76 feet; thence N 89°50'50" E. 1300.21 feet; thence S 0°10'24" E. 1322.31 feet to the true point of beginning, and said parcel containing 117.97 acres.

A parcel of land within Section 1, Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho, and more particularly described as follows:

Commencing at the C $\frac{1}{4}$ corner of said Section 1; thence N 89°56'42" E. 335.00 feet to the true point of beginning; thence N 89°56'42" E. 497.68 feet; thence S 20°28'09" E. 641.90 feet; thence 1057.40 feet along a curve to the right with a central angle of 10°40'00", a radius of 5679.78 feet and a long chord of 1055.87 feet that bears S 15°08'09" E; thence S 9°48'09" E., 704.53 feet; thence 45.78 feet along a curve to the right with a central angle of (139°42'57", a radius of 18.77 feet and a long chord of 35.25 feet that bears S 60°03'09" W.; thence N 50°05'12" W., 505.76 feet; thence 260.94 feet along a curve to the left with a central angle of 35°12'52", a radius of 424.57 feet and a long chord of 256.86 feet that bears N 67°41'38" W.; thence N 85°18'04" W., 442.95

feet; thence N 12°50'38" E. 224.71 feet;
thence N 12°04'35" W. 219.87 feet;
thence N 32°58'37" E. 512.58 feet;
thence N 3°19'23" E. 465.78 feet;
thence N 31°13'42" W. 636.86 feet to the true
point of beginning, and said parcel containing
30.50 acres.

A parcel of land within Sections 1 and 12,
Township 4 North, Range 17 East, Boise
Meridian, and within Sections 6 and 7,
Township 4 North, Range 18 East, Boise Meridian,
Ketchum, Blaine County, Idaho, and more particu-
larly described as follows:

Commencing at the SW Corner of said Section 7;
thence N 55°55'23" W. 318.27 feet to the true
point of beginning.

thence N 3°25'51" W. 100.00 feet;
thence S 86°34'09" W. 50.00 feet;
thence N 3°25'51" W. 1384.45 feet;
thence 645.13 feet along a curve to the left
with a central angle of 6°22'18", a radius of
5801.18 feet and a long chord of 644.80 feet
that bears N 6°34'33" W.;
thence N 9°48'09" W. 3535.78 feet;
thence N 80°11'50" E. 2492.91 feet;
thence S 1°01'31" E. 932.28 feet;
thence S 0°22'01" W. 2620.73 feet;
thence S 89°38'02" W. 813.12 feet;
thence N 33°34'25" W. 66.99 feet;
thence South, 6.98 feet; thence West, 405.00
feet; thence South, 818.04 feet; thence 36.32
feet along a curve to the right with a central
angle of 3°21'08", a radius of 620.87 feet and
a long curve of 36.32 feet that bears N
79°55'38" W.;
thence S 11°45'01" W. 60.00 feet;
thence S 43°01'41" E. 199.98 feet;
thence S 45°00'00" E. 109.97 feet;
thence S 45°00'00" W. 34.01 feet;
thence S 54°22'55" E. 225.50 feet;
thence S 22°40'56" E. 192.63 feet;
thence S 0°07'45" E. 94.51 feet;
thence S 1°14'19" E. 185.04 feet;
thence S 5°39'42" W. 233.14 feet;
thence S 80°15'22" E. 200.90 feet;

thence N 46°25'58" E. 159.02 feet;
thence 57.11 feet along a curve to the left
with a central angle of 14°13'37", a radius of
230.00 feet and a long chord of 56.97 feet that
bears S 52°28'58" E.;
thence S 21°50'00" E. 205.00 feet;
thence N 69°37'00" E. 112.61 feet;
thence S 34°07'00" E. 252.00 feet;
thence N 68°18'00" E. 205.00 feet;
thence S 0°03'28" W. 525.99 feet;
thence N 89°32'48" W. 798.98 feet;
thence N 0°06'17" W. 269.80 feet;
thence S 84°05'27" W. 844.21 feet to the true
point of beginning, and said parcel containing
222.96 acres.

EXCEPTING therefrom all real property within
the city limits of the City of Ketchum, Idaho.

DESCRIPTION
BIGWOOD GOLF COURSE
April 10, 1985

A parcel of land in Sections 1 and 12, T.4 N., R.17 E., B.M. and in Section 6 and 7, T.4 N., R.18 E., B.M.; all in Blaine County, Idaho. Subject to final field survey of boundaries within the Bigwood Planned Unit Development, the parcel is more particularly described as:

Beginning at a point on the Section Line and the Ketchum Cemetery East boundary that is N. 89° 05' 27" E., 115.00 feet from the Section Corner common to Section 12 and 13, T.4 N., R.17 E., B.M. and Sections 7 and 18, T.4 N., R.18 E., B.M.;

Thence North along the cemetery boundary 88.00 feet;
thence West along the cemetery boundary 421.00 feet to the easterly right-of-way boundary of State of Idaho Highway No. 75;
thence N. 3° 25' 51" W., along said highway boundary 1,584.54 feet;
thence continuing along said highway boundary northwesterly, 645.13 feet along the arc of a 5,801.18 foot radius curve to the left, said curve having a chord bearing N. 6° 34' 33" W., 644.80 feet;
thence continuing along said highway boundary N. 9° 48' 09" W., 3,400.00 feet;
thence crossing State of Idaho Highway No. 75, S. 80° 11' 51" W., 115.00 feet to a point on the northerly boundary of Adams Gulch Road;
thence N. 50° 05' 12" W., along said northerly boundary 200.00 feet;
thence N. 1° 35' 30" E., 180.07 feet;
thence N. 33° 44' W., 356.41 feet;
thence S 27° 06' W., 241.51 feet to a point on the northerly boundary of said Adams Gulch Road;
thence westerly along said northerly boundary 180.00 feet on the arc of a 424.57 foot radius curve to the left;
thence continuing along said northerly boundary N. 85° 18' 04" W., 442.95 feet to the most southerly corner of Lot 6, Riverwoods Subdivision;
thence N. 12° 50' 38" E., along the easterly boundary of said Lot 6, 224.71 feet;
thence continuing along said easterly boundary N. 12° 04' 35" W., 135.00 feet;
thence N. 80° 58' E., 445.53 feet;
thence S. 82° 53' 30" E., 483.74 feet to the westerly boundary of State of Idaho Highway No. 75;
thence northwesterly along said highway boundary, 510.00 feet on the arc of a 5,679.78 foot radius curve to the left;
thence crossing said highway and continuing N. 78° 00' 30" E., 577.60 feet;
thence S. 20° 29' 30" E., 208.22 feet;
thence S. 40° 29' W., 269.54 feet;
thence S. 8° 08' E., 141.42 feet;
thence S. 42° 21' E., 81.39 feet

**Description-Bigwood Golf Course
(continued)**

thence S. 12° 06' E., 367.08 feet;
thence S. 74° 13' E., 478.02 feet;
thence East 110.00 feet;
thence S. 41° 38' E., 120.42 feet;
thence East 220.00 feet;
thence S. 52° 49' E., 182.00 feet;
thence S. 36° 52' W., 175.00 feet;
thence N. 88° 45' W., 685.16 feet;
thence S. 45° 00' 00" W., 77.78 feet;
thence S. 18° 45' E., 295.68 feet;
thence S. 11° 46' E., 245.15 feet;
thence South 230.00 feet;
thence S. 17° 17' W., 235.64 feet;
thence S. 55° 43' W., 133.14 feet;
thence S. 9° 05' 30" E., 253.18 feet;
thence S. 72° 28' E., 398.50 feet;
thence S. 3° 20' E., 601.02 feet;
thence S. 3° 06' 30" W., 460.68 feet;
thence S. 9° 28' E., 395.38 feet;
thence S. 32° 09' E., 165.36 feet;
thence N. 82° 35' E., 193.62 feet to a point on the west boundary
of the Alpenrose Property;
thence South along said property boundary 718.04 feet to the
northerly boundary of Saddle Road;
thence westerly 36.32 feet along said road boundary on the arc of a
620.87 foot radius curve to the left that has a chord bearing N. 79° 55'
38" W., 36.32 feet.;
thence crossing Saddle Road S. 11° 45' 01" W., 60.00 feet;
thence S. 43° 01' 41" E., 199.98 feet;
thence S. 45° 00' 00" E., 109.97 feet;
thence S. 45° 00' 00" W., 34.01 feet;
thence S. 54° 22' 55" E., 225.50 feet;
thence S. 22° 40' 56" E., 192.63 feet;
thence S. 0° 07' 45" E., 94.51 feet;
thence S. 1° 14' 19" E., 185.04 feet;
thence S. 5° 39' 42" W., 233.14 feet;
thence S. 80° 15' 22" E., 200.90 feet;
thence S. 15° 02' E., 763.13 feet to a point on the section line
common to Sections 7 and 18 T.4 N., R.18 E., B.M.;
thence S. 84° 05' 27" W., 780.00 feet to the Point of Beginning.

Excluding therefrom the Golfview Subdivision and all public rights-
of-way.

GOLF COURSE WARRANTY DEED

THIS WARRANTY DEED, made this 16th day of August, 1985, by RIVER ROCK, LTD., a Nevada limited partnership (hereinafter "Grantor"), to the CITY OF KETCHUM, a municipal corporation (hereinafter "Grantee").

R E C I T A L S:

WHEREAS, Grantor and Grantee have entered into an Annexation, Services and Development Agreement dated the 15th day of August, 1985, (hereinafter referred to as the "Annexation Agreement") which contains provisions for annexation and development of the property located in Blaine County and commonly known as Bigwood; and,

WHEREAS, the Annexation Agreement provides for the conveyance of the golf course property to Grantee for the benefit of the public as set forth in the Annexation Agreement and to the restrictions and right of reversion to Grantor contained herein.

NOW, THEREFORE, in consideration of the terms and covenants set forth in the Annexation Agreement and the covenants set forth herein, Grantor hereby covenants, grants and warrants to Grantee the real property described in Exhibit A, attached hereto and made a part hereof by reference, (hereinafter the "Property") subject to the restrictions and right of reversion set forth herein together with the sprinkler system, golf course maintenance equipment and

all water rights appurtenant to said Property.

This conveyance is made upon the following conditions and same shall be and are hereby declared to be covenants running with the Property and perpetually attached to the Property.

1. The Property is to be exclusively used as a golf course as now used or as may be expanded as set forth in the Annexation Agreement. The term golf course use shall include a nine or eighteen hole standard size golf course, together with any driving range then existing, putting green and other customary ancillary services offered at public golf courses.

2. The golf course shall remain open to the public.

3. The Property shall be used for no other purpose than as a golf course as provided in Paragraph 1 hereof. Any portions of the Property not used as a golf course shall remain as open space. No development of any kind shall occur in the open space other than for golf course use.

4. Grantee agrees to operate and maintain the golf course in a reasonable manner consistent with prior operation and maintenance of the golf course.

5. This grant is subject to the Lease dated June 20, 1985 between River Rock, Ltd. and Alpenrose, Inc., an Idaho corporation, the Sublease dated June 20, 1985 between said parties and recorded with the Office of the Blaine County

Recorder as Instrument Numbers 264202 and 26403, respectively, and the Amendment to said Lease and Sublease executed between said parties. Maintenance of the golf course under said Leases shall be deemed operation by the Grantee in compliance with its obligations hereunder. Furthermore, the Grantor hereby covenants to grant to the Grantee by warranty deed the additional real property included within Large Blocks Number 11, 12, 13, 14 and 19 of the PUD Large Block Subdivision plat, which property shall also be subject to this deed.

6. This deed is subject to the terms, conditions and obligations of the Annexation Agreement. Said Agreement is hereby incorporated herein by reference.

7. The restrictions contained herein shall be deemed to be and construed as express conditions subsequent on which this conveyance is made. If Grantee shall neglect or fail to perform and to comply with any of the restrictions, Grantor and its successors and assigns may at any time serve on Grantee a notice in writing specifying the particulars in which default or a breach of the restrictions has been made and directing Grantee to remedy such default or breach. Should Grantee thereafter for a period of sixty (60) days (time being of the essence of this provision) fail to either fully and entirely remedy such breach or default, or, if

such default cannot be reasonably cured in sixty (60) days, commence the cure of such default, then notice in writing may be served on Grantee by Grantor notifying Grantee that Grantor elects that title to the Property shall revert to Grantor. Upon reversion to Grantor, the Grantee shall forfeit all of its rights, title and interest in and to the Property as herein set forth.

8. The Grantee covenants and agrees that no security interest, lien or encumbrance shall be placed, allowed or permitted on the real property which shall defeat any of the terms and conditions set forth herein or in the Annexation Agreement.

9. To have and to hold the said premises, with their appurtenances unto the said Grantee and to the Grantee's successors and assigns subject to the terms hereof forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

RIVER ROCK, LTD., a Nevada
limited partnership,

By *David M. Seelgren*
Title: President of
Neilsen-Monroe, Inc., an
Idaho corporation, as
general managing partner
of River Rock, Ltd., a
Nevada limited partnership

By s/
Title: Secretary of
Neilsen-Monroe, Inc., an
Idaho corporation, as
general managing partner
of River Rock, Ltd., a
Nevada limited partnership

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of August, 1985, before me,
_____, a Notary Public in and for said State,
personally appeared _____,
known or identified to me to be the President of Neilsen-Monroe,
Inc., the managing general partner in the partnership of River
Rock, Ltd., a Nevada limited partnership, and who subscribed
said partnership name to the foregoing instrument, and
acknowledged to me that he lawfully executed the same in said
partnership name.

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

Notary Public
Residing at:

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of August, 1985, before me,
_____, a Notary Public in and for said State,
personally appeared _____,
known or identified to me to be the Secretary of Neilsen-Monroe,
Inc., the managing general partner in the partnership of River
Rock, Ltd., a Nevada limited partnership, and who subscribed
said partnership name to the foregoing instrument, and
acknowledged to me that he lawfully executed the same in said
partnership name.

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

Notary Public
Residing at:

DESCRIPTION
BIGWOOD GOLF COURSE
April 10, 1985

A parcel of land in Sections 1 and 12, T.4 N., R.17 E., B.M. and in Section 6 and 7, T.4 N., R.18 E., B.M.; all in Blaine County, Idaho. Subject to final field survey of boundaries within the Bigwood Planned Unit Development, the parcel is more particularly described as:

Beginning at a point on the Section Line and the Ketchum Cemetery East boundary that is N. 89° 05' 27" E., 115.00 feet from the Section Corner common to Section 12 and 13, T.4 N., R.17 E., B.M. and Sections 7 and 18, T.4 N., R.18 E., B.M.;

Thence North along the cemetery boundary 88.00 feet;
thence West along the cemetery boundary 421.00 feet to the easterly right-of-way boundary of State of Idaho Highway No. 75;
thence N. 3° 25' 51" W., along said highway boundary 1,584.54 feet;
thence continuing along said highway boundary northwesterly, 645.13 feet along the arc of a 5,801.18 foot radius curve to the left, said curve having a chord bearing N. 6° 34' 33" W., 644.80 feet;
thence continuing along said highway boundary N. 9° 48' 09" W., 3,400.00 feet;
thence crossing State of Idaho Highway No. 75, S. 80° 11' 51" W., 115.00 feet to a point on the northerly boundary of Adams Gulch Road;
thence N. 50° 05' 12" W., along said northerly boundary 200.00 feet;
thence N. 1° 35' 30" E., 180.07 feet;
thence N. 33° 44' W., 356.41 feet;
thence S 27° 06' W., 241.51 feet to a point on the northerly boundary of said Adams Gulch Road;
thence westerly along said northerly boundary 180.00 feet on the arc of a 424.57 foot radius curve to the left;
thence continuing along said northerly boundary N. 85° 18' 04" W., 442.95 feet to the most southerly corner of Lot 6, Riverwoods Subdivision;
thence N. 12° 50' 38" E., along the easterly boundary of said Lot 6, 224.71 feet;
thence continuing along said easterly boundary N. 12° 04' 35" W., 135.00 feet;
thence N. 80° 58' E., 445.53 feet;
thence S. 82° 53' 30" E., 483.74 feet to the westerly boundary of State of Idaho Highway No. 75;
thence northwesterly along said highway boundary, 510.00 feet on the arc of a 5,679.78 foot radius curve to the left;
thence crossing said highway and continuing N. 78° 00' 30" E., 577.60 feet;
thence S. 20° 29' 30" E., 208.22 feet;
thence S. 40° 29' W., 269.54 feet;
thence S. 8° 08' E., 141.42 feet;
thence S. 42° 21' E., 81.39 feet

Description-Bigwood Golf Course
(continued)

thence S. 12° 06' E., 367.08 feet;
thence S. 74° 13' E., 478.02 feet;
thence East 110.00 feet;
thence S. 41° 38' E., 120.42 feet;
thence East 220.00 feet;
thence S. 52° 49' E., 182.00 feet;
thence S. 36° 52' W., 175.00 feet;
thence N. 88° 45' W., 685.16 feet;
thence S. 45° 00' 00" W., 77.78 feet;
thence S. 18° 45' E., 295.68 feet;
thence S. 11° 46' E., 245.15 feet;
thence South 230.00 feet;
thence S. 17° 17' W., 235.64 feet;
thence S. 55° 43' W., 133.14 feet;
thence S. 9° 05' 30" E., 253.18 feet;
thence S. 72° 28' E., 398.50 feet;
thence S. 3° 20' E., 601.02 feet;
thence S. 3° 06' 30" W., 460.68 feet;
thence S. 9° 28' E., 395.38 feet;
thence S. 32° 09' E., 165.36 feet;
thence N. 82° 35' E., 193.62 feet to a point on the west boundary
of the Alpenrose Property;
thence South along said property boundary 718.04 feet to the
northerly boundary of Saddle Road;
thence westerly 36.32 feet along said road boundary on the arc of a
620.87 foot radius curve to the left that has a chord bearing N. 79° 55'
38" W., 36.32 feet.;
thence crossing Saddle Road S. 11° 45' 01" W., 60.00 feet;
thence S. 43° 01' 41" E., 199.98 feet;
thence S. 45° 00' 00" E., 109.97 feet;
thence S. 45° 00' 00" W., 34.01 feet;
thence S. 54° 22' 55" E., 225.50 feet;
thence S. 22° 40' 56" E., 192.63 feet;
thence S. 0° 07' 45" E., 94.51 feet;
thence S. 1° 14' 19" E., 185.04 feet;
thence S. 5° 39' 42" W., 233.14 feet;
thence S. 80° 15' 22" E., 200.90 feet;
thence S. 15° 02' E., 763.13 feet to a point on the section line
common to Sections 7 and 18 T.4 N., R.18 E., B.M.;
thence S. 84° 05' 27" W., 780.00 feet to the Point of Beginning.

Excluding therefrom the Golfview Subdivision and all public rights-
of-way.

Except the Charging Order recorded as Instrument Number 261171,
records of Blaine County, Idaho.

GOLF COURSE MUNICIPAL QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 16th day of August, 1985, by KETCHUM, an Idaho municipal corporation (hereinafter "Grantor"), to RIVER ROCK, LTD., a Nevada limited partnership (hereinafter "Grantee").

R E C I T A L S:

WHEREAS, Grantor and Grantee have entered into an Annexation, Services and Development Agreement dated the 15th day of August, 1985, (hereinafter referred to as the "Annexation Agreement"), which contains provisions for annexation and development of the property located in Blaine County and commonly known as Bigwood;

WHEREAS, Grantee conveyed the golf course property described herein to Grantor pursuant to the Annexation Agreement on the above stated date; and,

WHEREAS, the Annexation Agreement provides for the conveyance of the golf course property back to Grantee for the benefit of the public as set forth in the Annexation Agreement and subject to the restrictions and right of reversion to Grantor contained in said Annexation, Services and Development Agreement, incorporated herein by reference and contained herein.

NOW, THEREFORE, in consideration of the terms and covenants set forth in the Annexation Agreement and the covenants set forth herein, Grantor hereby quitclaims to

Grantee the real property described in Exhibit A, attached hereto and made a part hereof by reference, (hereinafter the "Property") subject to the restrictions and right of reversion to Grantor set forth herein together with the sprinkler system, golf course maintenance equipment and all water rights appurtenant to said Property. In the event said Property reverts to the Grantor, the Grantee hereby covenants to assign and by such reversion hereby does assign to the Grantor, the Grantee's Sublease dated June 20, 1985 of the Property from Alpenrose, Inc.

This conveyance is made upon the following conditions subsequent and same shall be and are hereby declared to be covenants running with the Property and perpetually attached to the Property.

1. The Property is to be exclusively used as a golf course as now used or as may be expanded as set forth in the Annexation Agreement. The term golf course use shall include a nine or eighteen hole standard size golf course, together with any driving range then existing, putting green and other customary ancillary services offered at public golf courses.

2. The golf course shall be maintained as a first rate golf course in accordance with accepted industry standards. The golf course shall be open and available to the public with a minimum of one-half of the tee off times reserved for

the general public and the remainder reserved for Bigwood owners, guests, season pass holders, private memberships, and other commitments or guarantees of Bigwood with third parties (hereinafter collectively referred to as "Bigwood owners and guests") subject to limited special tournament events which shall have the same priority over both classes of players. Furthermore, Bigwood shall charge the public the same fees and charges as it charges its owners and guests for green fees and memberships.

3. The Property shall be used for no other purpose than as a golf course as provided in Paragraph 1 hereof. Any portions of the Property not used as a golf course shall remain as open space. No development or construction of any kind shall occur in the open space other than for golf course use.

4. Grantee agrees to operate and maintain the golf course in a reasonable manner consistent with prior operation and maintenance of the golf course.

5. This grant is subject to the Lease dated June 20, 1985 between River Rock, Ltd. and Alpenrose, Inc., an Idaho corporation, the Sublease dated June 20, 1985 between said parties and recorded with the Office of the Blaine County Recorder as Instrument Number 264202 and 26403, respectively, and the Amendment to said Lease and Sublease executed

between said parties. Maintenance of the golf course under said Leases shall be deemed operation by the Grantee in compliance with its obligations hereunder. Furthermore, the Grantor hereby covenants to grant to the Grantee by warranty deed the additional real property included within Large Blocks Number 11, 12, 13, 14 and 19 of the PUD Large Block Subdivision plat, which property shall also be subject to this deed.

6. This deed is subject to the terms, conditions and obligations of the Annexation Agreement. Said Agreement is hereby incorporated herein by reference.

7. The restrictions contained herein shall be deemed to be and construed as express conditions subsequent on which this conveyance is made. If Grantee shall neglect or fail to perform and to comply with any of the restrictions, Grantor and its successors and assigns may at any time serve on Grantee a notice in writing specifying the particulars in which default or a breach of the restrictions has been made and directing Grantee to remedy such default or breach. Should Grantee thereafter for a period of sixty (60) days (time being of the essence of this provision) fail to either fully and entirely remedy such breach or default, or, if such default cannot be reasonably cured in sixty (60) days, commence the cure of such default, then notice in writing

may be served on Grantee by Grantor notifying Grantee that Grantor elects that title to the Property shall revert to Grantor. Upon reversion to Grantor, the Grantee shall lose and forfeit all of its rights, title and interest in and to the Property.

8. In the event the Property reverts to Grantor, the Property shall be subject to the restrictions and right of reversion set forth in Grantee's conveyance of the Property to Grantor of even date.

9. The Grantee covenants and agrees that no security interest, lien or encumbrance shall be placed, allowed or permitted on the real property which shall defeat any of the terms and conditions set forth herein or in the Annexation Agreement.

10. The terms and conditions herein set forth shall be binding upon the heirs, successors and assigns of the parties hereto.

CITY OF KETCHUM, IDAHO

By 9/
GERALD N. SEIFFERT
Mayor

ATTEST:

9/
Betty A. Coles
City Clerk

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of August, 1985, before me, a
Notary Public in and for said State, personally appeared
GERALD N. SEIFFERT, known to me to be the Mayor of the
municipal corporation that executed the within instrument,
and acknowledged to me that such municipal corporation
executed the same.

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

Notary Public
Residing at:

DESCRIPTION
BIGWOOD GOLF COURSE
April 10, 1985

A parcel of land in Sections 1 and 12, T.4 N., R.17 E., B.M. and in Section 6 and 7, T.4 N., R.18 E., B.M.; all in Blaine County, Idaho. Subject to final field survey of boundaries within the Bigwood Planned Unit Development, the parcel is more particularly described as:

Beginning at a point on the Section Line and the Ketchum Cemetery East boundary that is N. 89° 05' 27" E., 115.00 feet from the Section Corner common to Section 12 and 13, T.4 N., R.17 E., B.M. and Sections 7 and 18, T.4 N., R.18 E., B.M.;

Thence North along the cemetery boundary 88.00 feet;
thence West along the cemetery boundary 421.00 feet to the easterly right-of-way boundary of State of Idaho Highway No. 75;
thence N. 3° 25' 51" W., along said highway boundary 1,584.54 feet;
thence continuing along said highway boundary northwesterly, 645.13 feet along the arc of a 5,801.18 foot radius curve to the left, said curve having a chord bearing N. 6° 34' 33" W., 644.80 feet;
thence continuing along said highway boundary N. 9° 48' 09" W., 3,400.00 feet;
thence crossing State of Idaho Highway No. 75, S. 80° 11' 51" W., 115.00 feet to a point on the northerly boundary of Adams Gulch Road;
thence N. 50° 05' 12" W., along said northerly boundary 200.00 feet;
thence N. 1° 35' 30" E., 180.07 feet;
thence N. 33° 44' W., 356.41 feet;
thence S 27° 06' W., 241.51 feet to a point on the northerly boundary of said Adams Gulch Road;
thence westerly along said northerly boundary 180.00 feet on the arc of a 424.57 foot radius curve to the left;
thence continuing along said northerly boundary N. 85° 18' 04" W., 442.95 feet to the most southerly corner of Lot 6, Riverwoods Subdivision;
thence N. 12° 50' 38" E., along the easterly boundary of said Lot 6, 224.71 feet;
thence continuing along said easterly boundary N. 12° 04' 35" W., 135.00 feet;
thence N. 80° 58' E., 445.53 feet;
thence S. 82° 53' 30" E., 483.74 feet to the westerly boundary of State of Idaho Highway No. 75;
thence northwesterly along said highway boundary, 510.00 feet on the arc of a 5,679.78 foot radius curve to the left;
thence crossing said highway and continuing N. 78° 00' 30" E., 577.60 feet;
thence S. 20° 29' 30" E., 208.22 feet;
thence S. 40° 29' W., 269.54 feet;
thence S. 8° 08' E., 141.42 feet;
thence S. 42° 21' E., 81.39 feet

Description-Bigwood Golf Course
(continued)

thence S. 12° 06' E., 367.08 feet;
thence S. 74° 13' E., 478.02 feet;
thence East 110.00 feet;
thence S. 41° 38' E., 120.42 feet;
thence East 220.00 feet;
thence S. 52° 49' E., 182.00 feet;
thence S. 36° 52' W., 175.00 feet;
thence N. 88° 45' W., 685.16 feet;
thence S. 45° 00' 00" W., 77.78 feet;
thence S. 18° 45' E., 295.68 feet;
thence S. 11° 46' E., 245.15 feet;
thence South 230.00 feet;
thence S. 17° 17' W., 235.64 feet;
thence S. 55° 43' W., 133.14 feet;
thence S. 9° 05' 30" E., 253.18 feet;
thence S. 72° 28' E., 398.50 feet;
thence S. 3° 20' E., 601.02 feet;
thence S. 3° 06' 30" W., 460.68 feet;
thence S. 9° 28' E., 395.38 feet;
thence S. 32° 09' E., 165.36 feet;
thence N. 82° 35' E., 193.62 feet to a point on the west boundary
of the Alpenrose Property;
thence South along said property boundary 718.04 feet to the
northerly boundary of Saddle Road;
thence westerly 36.32 feet along said road boundary on the arc of a
620.87 foot radius curve to the left that has a chord bearing N. 79° 55'
38" W., 36.32 feet.;
thence crossing Saddle Road S. 11° 45' 01" W., 60.00 feet;
thence S. 43° 01' 41" E., 199.98 feet;
thence S. 45° 00' 00" E., 109.97 feet;
thence S. 45° 00' 00" W., 34.01 feet;
thence S. 54° 22' 55" E., 225.50 feet;
thence S. 22° 40' 56" E., 192.63 feet;
thence S. 0° 07' 45" E., 94.51 feet;
thence S. 1° 14' 19" E., 185.04 feet;
thence S. 5° 39' 42" W., 233.14 feet;
thence S. 80° 15' 22" E., 200.90 feet;
thence S. 15° 02' E., 763.13 feet to a point on the section line
common to Sections 7 and 18 T.4 N., R.18 E., B.M.;
thence S. 84° 05' 27" W., 780.00 feet to the Point of Beginning.

Excluding therefrom the Golfview Subdivision and all public rights-
of-way.

LIEN

The undersigned, RIVER ROCK, LTD., a Nevada limited partnership, (hereinafter referred to as "Bigwood"), whose address appears of record as Cactus Petes, Jackpot, Nevada, as owner of the following described property, and pursuant to Idaho Code Section 45-101 through 45-115, as amended, HEREBY GRANTS this Lien to the City of Ketchum, Idaho, a municipal corporation, of P.O. Box 2315, Ketchum, Idaho, 83340, (hereinafter referred to as "Ketchum"), on real property described in Exhibit A, attached hereto and made a part hereof by reference.

This Lien shall take effect upon execution hereof, as security for the complete and timely construction of all improvements by Bigwood in accordance with Paragraph 22 of that certain Annexation, Services and Development Agreement executed between the parties, dated the 15th day of August, 1985. In the event Bigwood defaults under any terms of said Annexation, Services and Development Agreement, Ketchum shall have the right to foreclose this Lien as provided by law and apply the proceeds thereof received by Ketchum toward fulfillment of said obligation of River Rock, Ltd. Acceptance of this Lien by the Grantee will not release or waive the Grantor's obligations set forth in the Bigwood

Annexation, Services and Development Agreement dated August 15, 1985, executed between the Grantor and Grantee. This Lien is subject to said Annexation Agreement which is incorporated herein by reference.

Ketchum agrees to release this Lien upon satisfaction by Bigwood of its obligations as provided in said Agreement.

Bigwood hereby agrees to and shall indemnify and save Ketchum harmless from any and all claims, legal actions, costs or liability of whatsoever nature that may result to Ketchum from this Lien or the foreclosure thereof.

This Lien shall be binding upon the heirs, successors and assigns of the parties hereto.

DATED this 16th day of August, 1985.

RIVER ROCK, LTD., a Nevada
limited partnership,

By

Dwight M. Lally
Title: President of
Neilsen-Monroe, Inc., an
Idaho corporation, as
general managing partner
of River Rock, Ltd., a
Nevada limited partnership

By

g/
Title: Secretary of
Neilsen-Monroe, Inc., an
Idaho corporation, as
general managing partner
of River Rock, Ltd., a
Nevada limited partnership

CITY OF KETCHUM, IDAHO

By 9/
GERALD N. SEIFFERT
Mayor

ATTEST:

9/
Betty A. Coles
City Clerk

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of August, 1935, before me,
_____, a Notary Public in and for said State,
personally appeared _____,
known or identified to me to be the President of Neilsen-Monroe,
Inc., the managing general partner in the partnership of River
Rock, Ltd., a Nevada limited partnership, and who subscribed
said partnership name to the foregoing instrument, and
acknowledged to me that he lawfully executed the same in said
partnership name.

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

Notary Public
Residing at:

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of August, 1985, before me,
_____, a Notary Public in and for said State,
personally appeared _____,
known or identified to me to be the Secretary of Neilsen-Monroe,
Inc., the managing general partner in the partnership of River
Rock, Ltd., a Nevada limited partnership, and who subscribed
said partnership name to the foregoing instrument, and
acknowledged to me that he lawfully executed the same in said
partnership name.

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

Notary Public
Residing at:

A parcel of land within Section 1, Township 4 North, Range 17 East, Boise Meridian and Section 6, Township 4 North, Range 18 East, Boise Meridian, Blaine County, Idaho, and more particularly described as follows:

Commencing at the E $\frac{1}{4}$ corner of said Section 1, and said corner being the true point of beginning, thence S 0°01'53" E. 1307.79 feet; thence S 89°17'43" E. 1374.68 feet; thence S 1°01'31" E. 386.62 feet; thence S 80°11'51" W. 2492.91 feet; thence N 9°48'09" W. 537.58 feet; thence 1076.02 feet along a curve to the left with a central angle of 10°40'00", a radius of 5779.80 feet and a long chord of 1074.46 feet that bears N 15°08'09" W.; thence N 20°28'09" W. 604.68 feet; thence N 89°56'42" E. 358.55 feet; thence N 0°12'48" W. 1320.76 feet; thence N 89°50'50" E. 1300.21 feet; thence S 0°10'24" E. 1322.31 feet to the true point of beginning, and said parcel containing 117.97 acres.

A parcel of land within Section 1, Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho, and more particularly described as follows:

Commencing at the C $\frac{1}{4}$ corner of said Section 1; thence N 89°56'42" E. 335.00 feet to the true point of beginning; thence N 89°56'42" E. 497.68 feet; thence S 20°28'09" E. 641.90 feet; thence 1057.40 feet along a curve to the right with a central angle of 10°40'00", a radius of 5679.78 feet and a long chord of 1055.87 feet that bears S 15°08'09" E; thence S 9°48'09" E., 704.53 feet; thence 45.78 feet along a curve to the right with a central angle of 139°42'57", a radius of 18.77 feet and a long chord of 35.25 feet that bears S 60°03'09" W.; thence N 50°05'12" W., 505.76 feet; thence 260.94 feet along a curve to the left with a central angle of 35°12'52", a radius of 424.57 feet and a long chord of 256.86 feet that bears N 67°41'38" W.; thence N 85°18'04" W., 442.95

feet; thence N 12°50'38" E. 224.71 feet;
thence N 12°04'35" W. 219.87 feet;
thence N 32°58'37" E. 512.58 feet;
thence N 3°19'23" E. 465.78 feet;
thence N 31°13'42" W. 636.86 feet to the true
point of beginning, and said parcel containing
30.50 acres.

A parcel of land within Sections 1 and 12,
Township 4 North, Range 17 East, Boise
Meridian, and within Sections 6 and 7,
Township 4 North, Range 18 East, Boise Meridian,
Ketchum, Blaine County, Idaho, and more particu-
larly described as follows:

Commencing at the SW Corner of said Section 7;
thence N 55°55'23" W. 318.27 feet to the true
point of beginning.

thence N 3°25'51" W. 100.00 feet;
thence S 86°34'09" W. 50.00 feet;
thence N 3°25'51" W. 1384.45 feet;
thence 645.13 feet along a curve to the left
with a central angle of 6°22'18", a radius of
5801.18 feet and a long chord of 644.80 feet
that bears N 6°34'33" W.;
thence N 9°48'09" W. 3535.78 feet;
thence N 80°11'50" E. 2492.91 feet;
thence S 1°01'31" E. 932.28 feet;
thence S 0°22'01" W. 2620.73 feet;
thence S 89°38'02" W. 813.12 feet;
thence N 33°34'25" W. 66.99 feet;
thence South, 6.98 feet; thence West, 405.00
feet; thence South, 818.04 feet; thence 36.32
feet along a curve to the right with a central
angle of 3°21'08", a radius of 620.87 feet and
a long curve of 36.32 feet that bears N
79°55'38" W.;
thence S 11°45'01" W. 60.00 feet;
thence S 43°01'41" E. 199.98 feet;
thence S 45°00'00" E. 109.97 feet;
thence S 45°00'00" W. 34.01 feet;
thence S 54°22'55" E. 225.50 feet;
thence S 22°40'56" E. 192.63 feet;
thence S 0°07'45" E. 94.51 feet;
thence S 1°14'19" E. 185.04 feet;
thence S 5°39'42" W. 233.14 feet;
thence S 80°15'22" E. 200.90 feet;

thence N 46°25'58" E. 159.02 feet;
thence 57.11 feet along a curve to the left
with a central angle of 14°13'37", a radius of
230.00 feet and a long chord of 56.97 feet that
bears S 52°28'58" E.;
thence S 21°50'00" E. 205.00 feet;
thence N 69°37'00" E. 112.61 feet;
thence S 34°07'00" E. 252.00 feet;
thence N 68°18'00" E. 205.00 feet;
thence S 0°03'28" W. 525.99 feet;
thence N 89°32'48" W. 798.98 feet;
thence N 0°06'17" W. 269.80 feet;
thence S 84°05'27" W. 844.21 feet to the true
point of beginning, and said parcel containing
222.96 acres.

EXCEPTING all of Golfview Subdivision No. 1,
according to the official plat on file in the
Blaine County Recorder's office.

CONSENT OF DIRECTORS OF

NEILSEN, MONROE, INC.

IN LIEU OF MEETING

The undersigned, constituting all of the directors of Neilsen, Monroe, Inc., an Idaho corporation, do hereby consent to, adopt and approve in writing the following corporate action without a meeting in accordance with the general corporation laws of the State of Idaho:

WHEREAS, Neilsen, Monroe, Inc. (hereinafter "Corporation") is a general partner of River Rock, Ltd., a Nevada limited partnership (hereinafter "River Rock"); and

WHEREAS, the Corporation, even though not required to do so, has contacted all the limited partners of River Rock and obtained their authority and consent to enter into an Annexation Agreement with the City of Ketchum on behalf of River Rock;

NOW, THEREFORE, BE IT RESOLVED, that the Corporation is hereby authorized to enter into an Annexation Agreement with the City of Ketchum and bind River Rock and the Corporation in the Annexation Agreement.

RESOLVED FURTHER, that Craig Neilsen and Dave Sellgren are hereby authorized to execute said Annexation Agreement on behalf of the Corporation.

DATED: August 15, 1985

s/

s/

uChs
CP

PARCEL 1-1B

A tract of land in the SE $\frac{1}{4}$ Section 1, T.4 N., R.17 E., B.M.
described as:

Beginning at a point that is South 1300.35 feet and East 449.28
feet from the center $\frac{1}{4}$ section corner of said Section 1, T.4 N., R.17
E., B.M.

thence East 660.00 feet to a point on the westerly boundary of the
designated River Rock Road;

thence Southwesterly 200.93 feet along said westerly boundary on
the arc of a 450.00 foot radius curve to the right that has a chord
bearing S 17°31'30" W, 199.25 feet;

thence N 83°39'30" W, 226.38 feet;

thence S 81°28'00" W, 450.23 feet;

thence N 12°04'35" W, 95.00 feet;

thence N 32°58'37" E, 165.58 feet to the Point of Beginning.

Containing approximately 2.8 acres.

Basis of Bearing N 89°56'42" E, E-W midsection line.

PARCEL 2-1B

A tract of land in the SE $\frac{1}{4}$ Section 1, T.4 N., R.17 E., B.M.
described as:

Beginning at a point that is South 1122.51 feet and East 564.67
feet from the center $\frac{1}{4}$ section corner of said Section 1, T.4 N., R.17
E., B.M.;

thence East 535.00 feet to a point on the westerly boundary of the
designated River Rock Road; thence Southerly, 179.33 feet along said
westerly boundary on the arc of a 450.00 foot radius curve to the right
that has a chord bearing S 3°05'30" E, 178.10 feet;

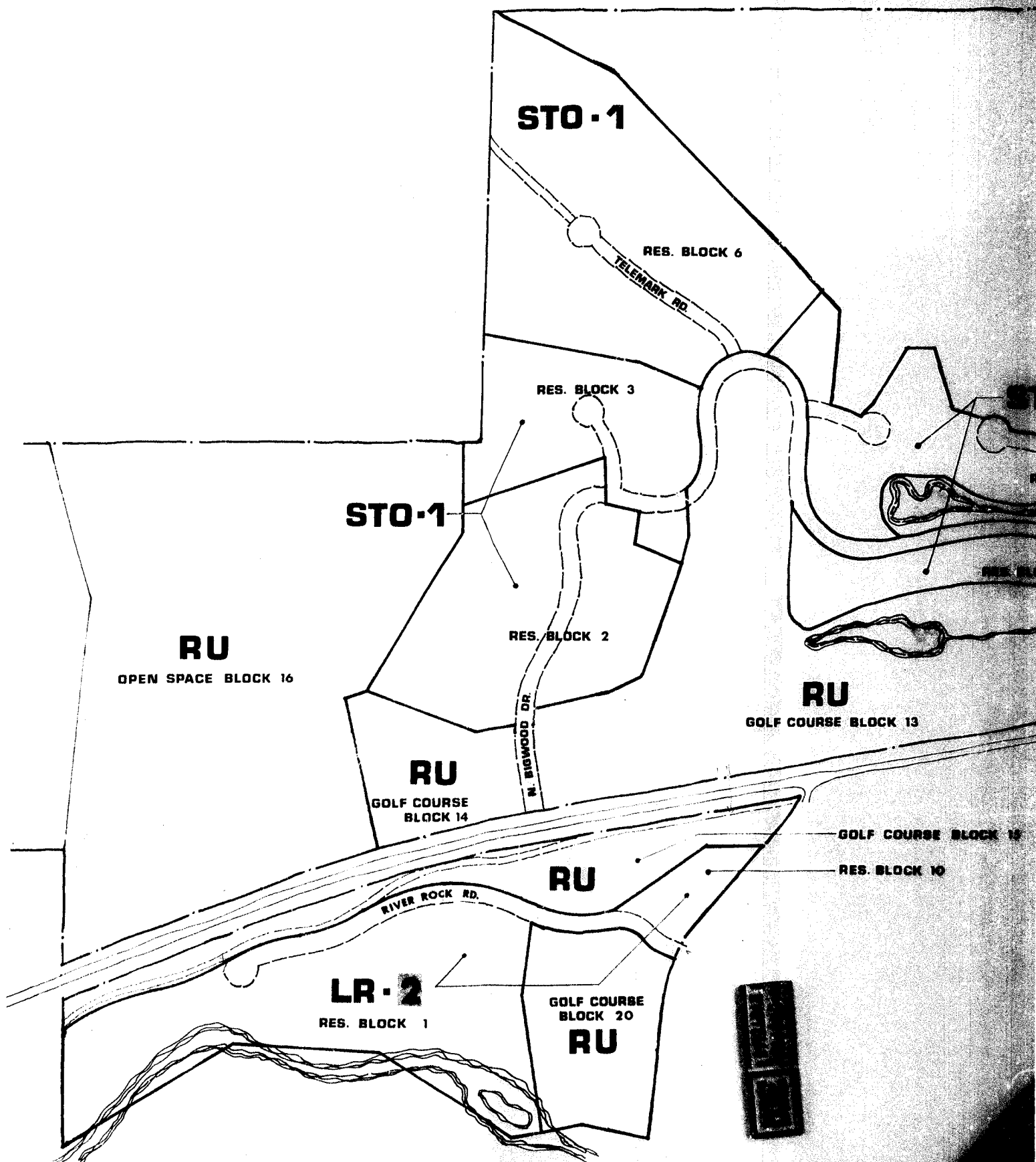
thence West, 660.00 feet;

thence N 32°58'37" E, 212.00 feet to the Point of Beginning.

Containing approximately 2.4 acres.

Basis of Bearing N 89°56'42" E, E-W midsection line.

Handwritten signature and initials
dls
CA

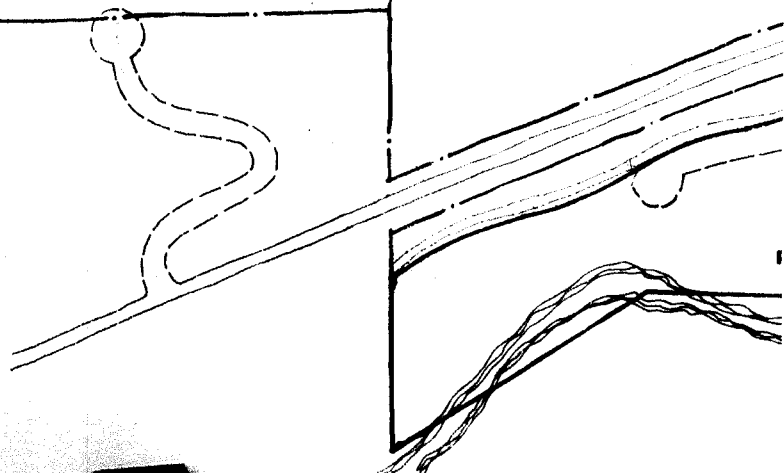


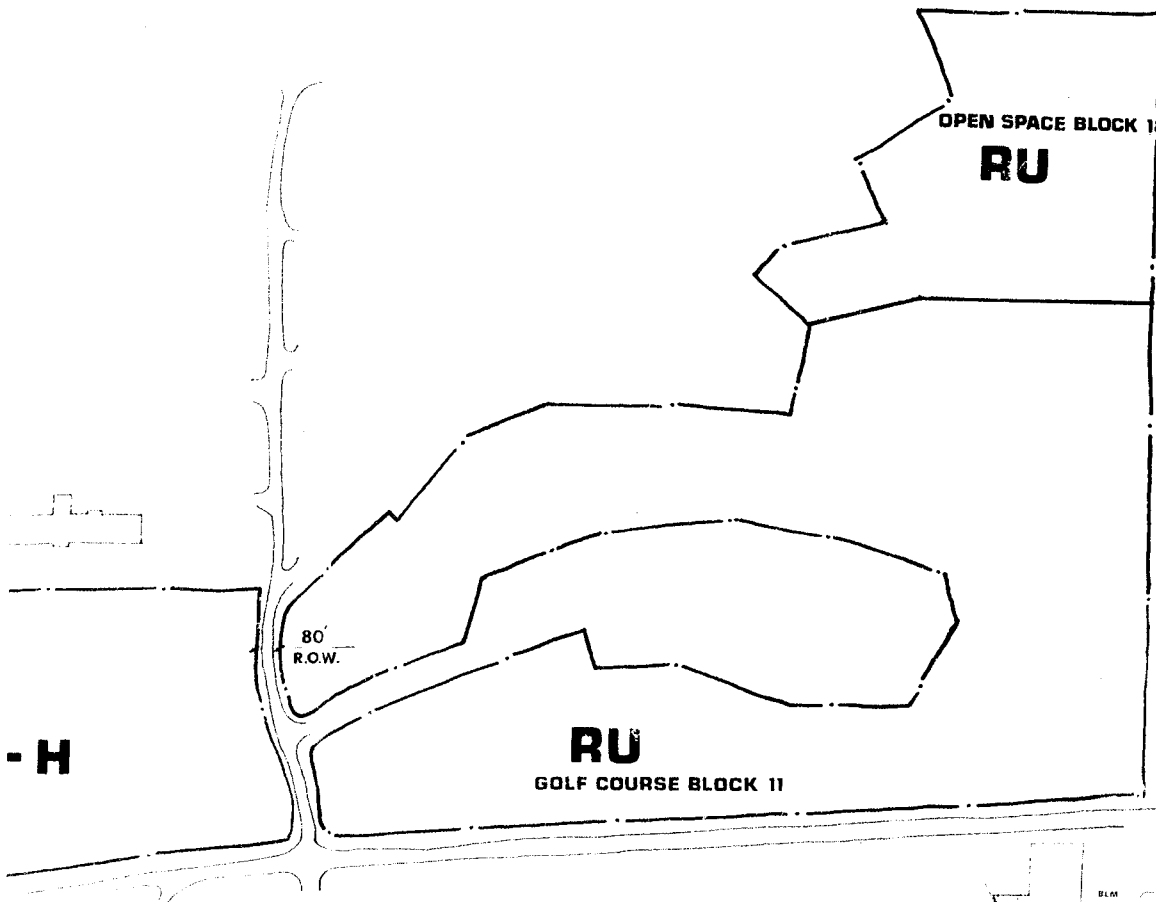
1 SECTION
1 SECTION
1 SECTION

MICROFILM
SYSTEMS
30

LR-2
RES. BLOCK 9

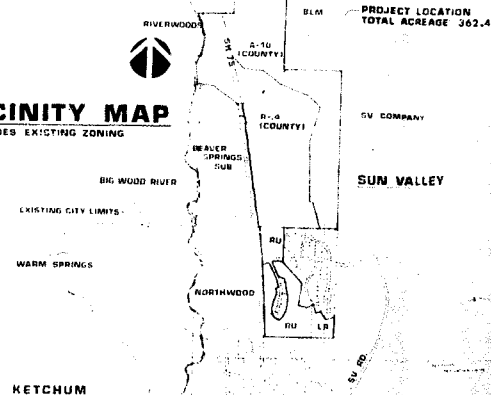
RU
OPEN SPACE BLOCK 16





VICINITY MAP

INCLUDES EXISTING ZONING



SEE ATTACHED SHEETS FOR ADDITIONAL PLAT INFORMATION

DEVELOPER
NEILSEN & COMPANY
BOX 452
TWIN FALLS, IDAHO
(208) 733-7282

GENERAL DEVELOPMENT PLAN

INCLUDES PROPOSED ZONING

ARCHITECTS

FISHER-FRIEDMAN ASSOC.
242 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA
(415) 361-8078

CONSULTING ARCHITECT

DARRYL CHARLES MC MILLEN
ARCHITECT P.A.

LAND PLANNERS & LANDSCAPE ARCHITECTS

ANTHONY M. GUZZARDO AND ASSOC.
836 MONTGOMERY STREET
SAN FRANCISCO, CALIFORNIA
(415) 433-4872



ISSUED AUG 01 1985

Exhibit Page 2 of 3

RU

IN SPACE BLOCK 17

MICROFILM
SYSTEMS
300

GR-L

LATIGO LN.

RES. BLOCK 8

S. BIGWOOD DR.

RES. BLOCK 7

80'
R.O.W.

STO-H

OPEN SPACE BLOCK 21

RU

GOLF COURSE BLOCK 12

REC. CENTER
BLOCK 19

OCK 4

MICROFILM
SYSTEMS
300

MICROFILM
SYSTEMS
300

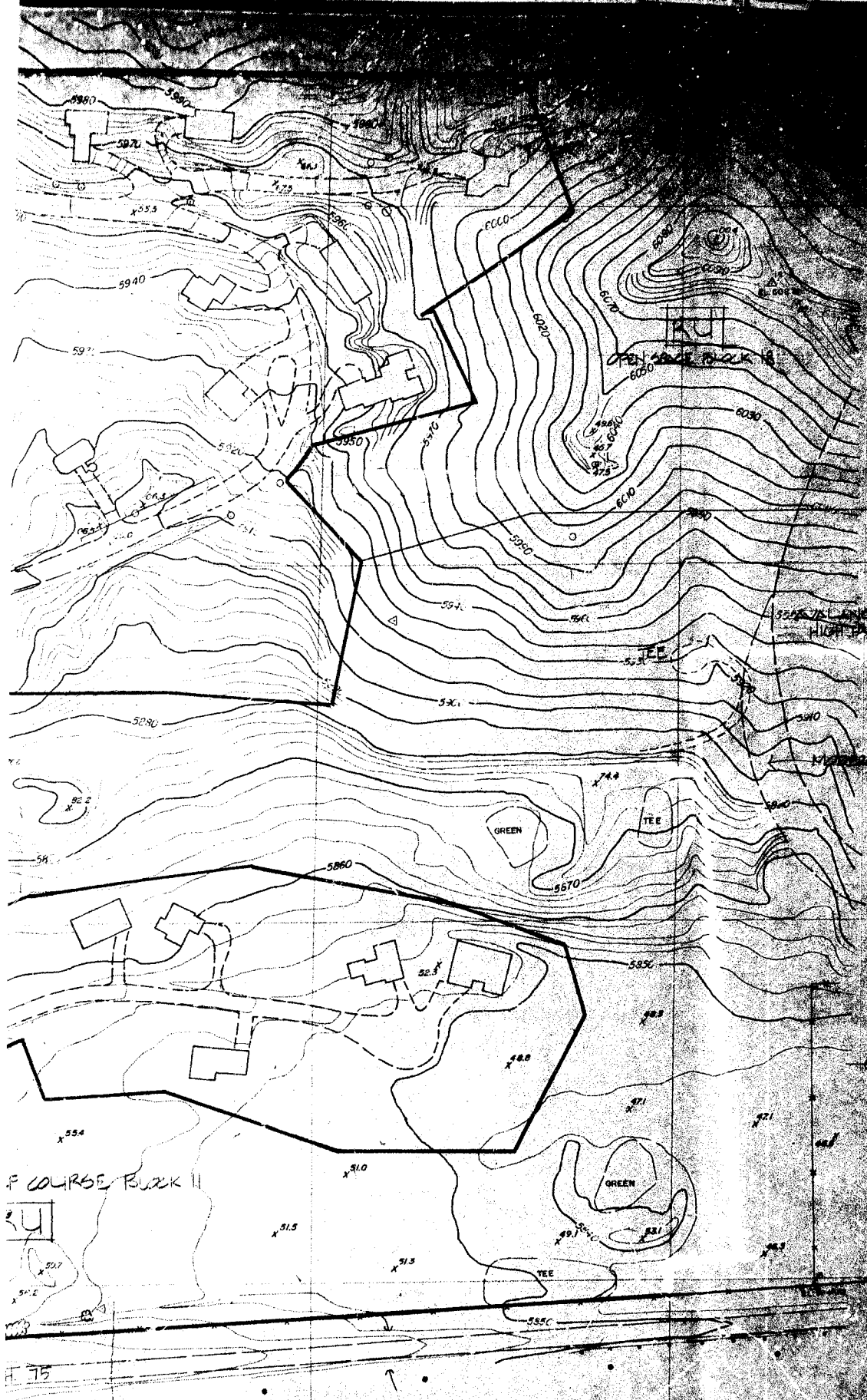
SEE ATTACHED SHI



Bigwood
A PLANNED UNIT DEVELOPMENT

DEVELOPER
NEILSEN & CO
BOX 452
TWIN FALLS, IDAHO
(208) 733-2282
**GENE
DEVEL**
INCLUDES PRE

Page 2



DAVID L. CHARLES ARCHITECT
 1000 10TH AVENUE S.W.
 SEATTLE, WASH. 98108

OF COURSE BLOCK 11

RU

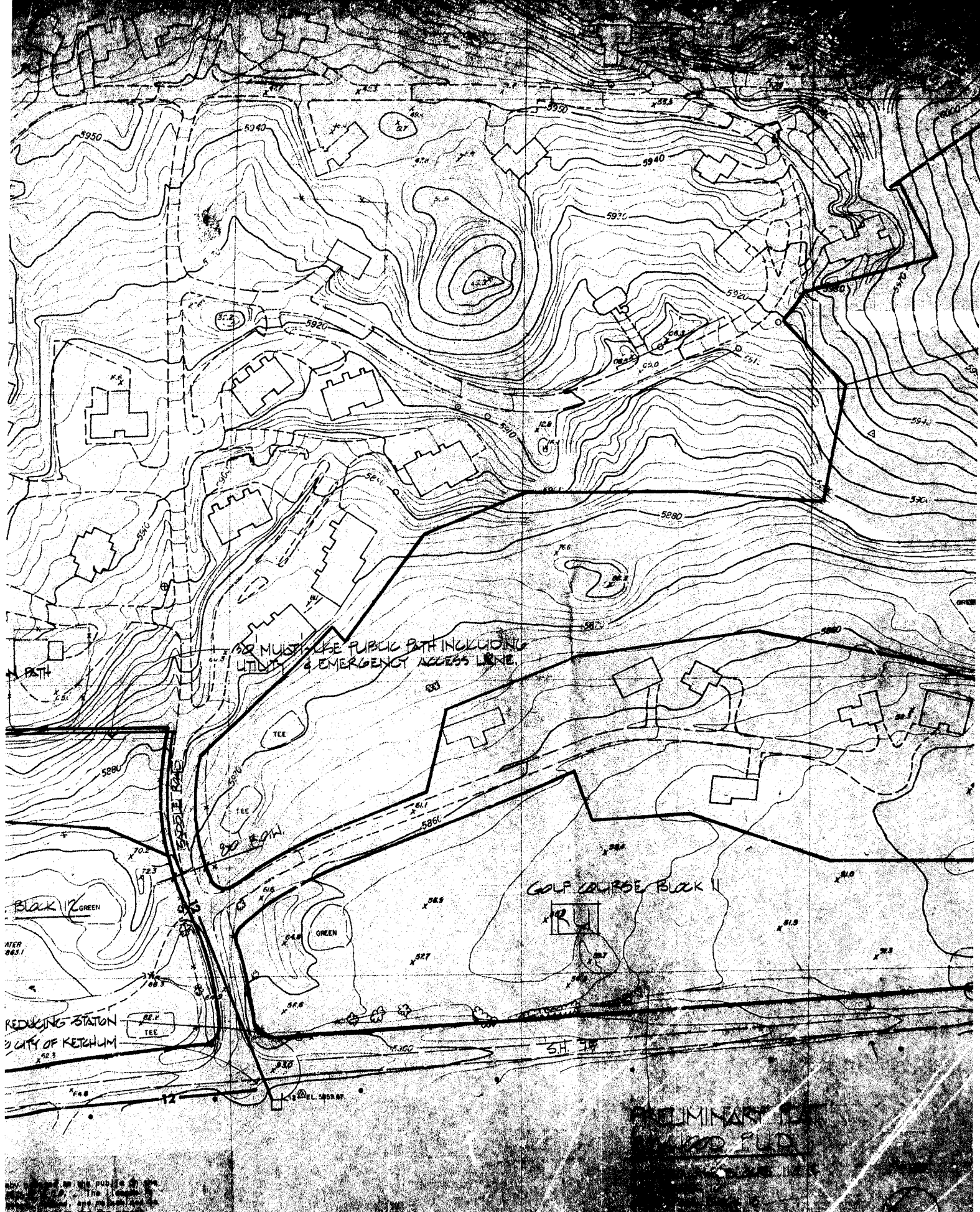
H 75

PRELIMINARY PLAT
 BIGWOOD P.U.D.

GOLF COURSE BLOCKS 11 & 12
 AREA BLOCK 10
 OPEN SPACE BLOCK 18

1"=100'

ENCLOSURE



10' UTILITY EASEMENT

Ketchikan City Limits

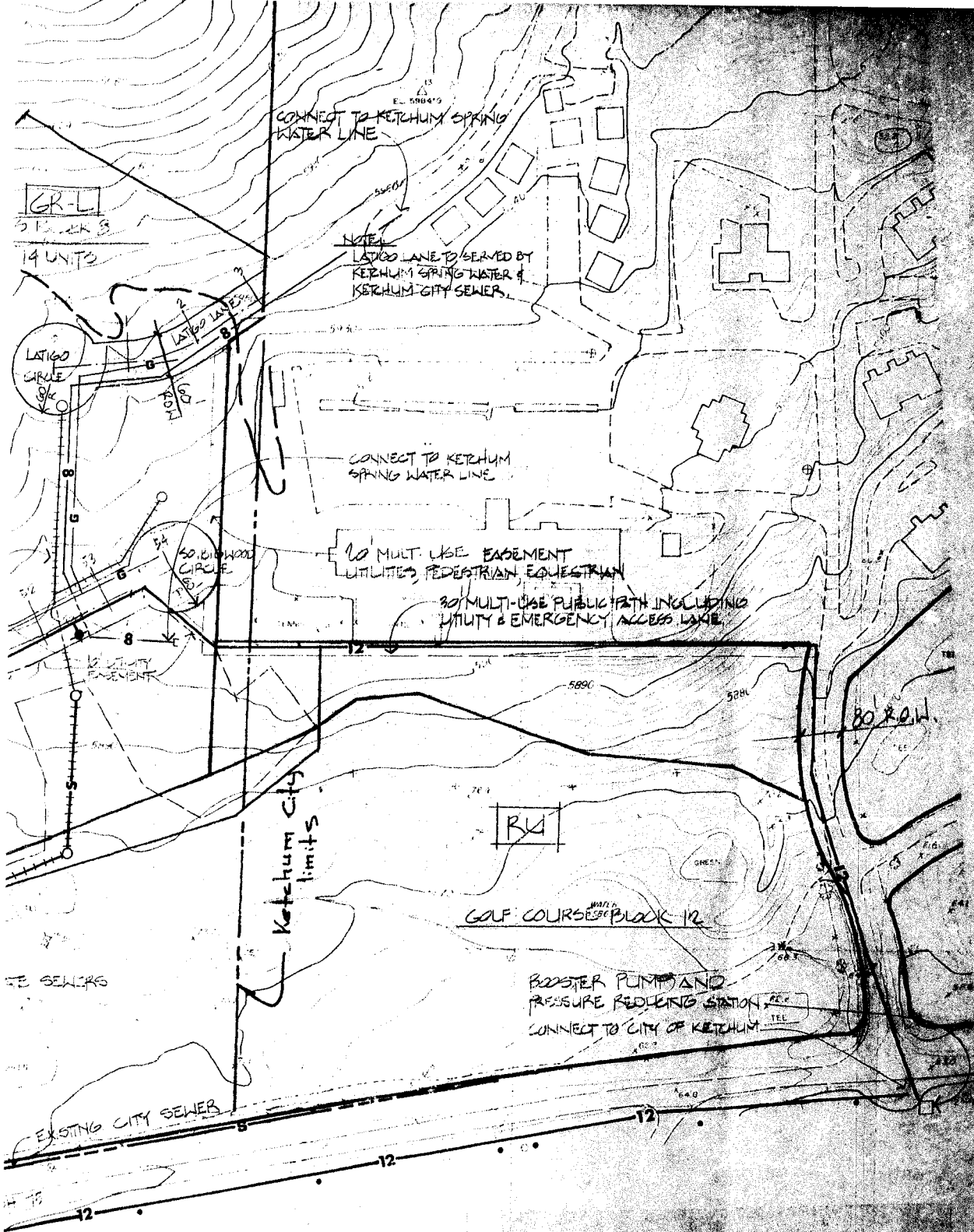
20' MULTI-USE EASEMENT
UTILITIES, PEDESTRIAN, EQUESTRIAN PATH

50' MULTI-USE PUBLIC PARK
UTILITY & EMERGENCY

GOLF COURSE BLOCK 12 GREEN

PRESSURE REDUCING STATION
CONNECT TO CITY OF KETCHIKAN





8. No motorized access onto SH 75 or Saddle Road except approved roads or designated emergency access routes.

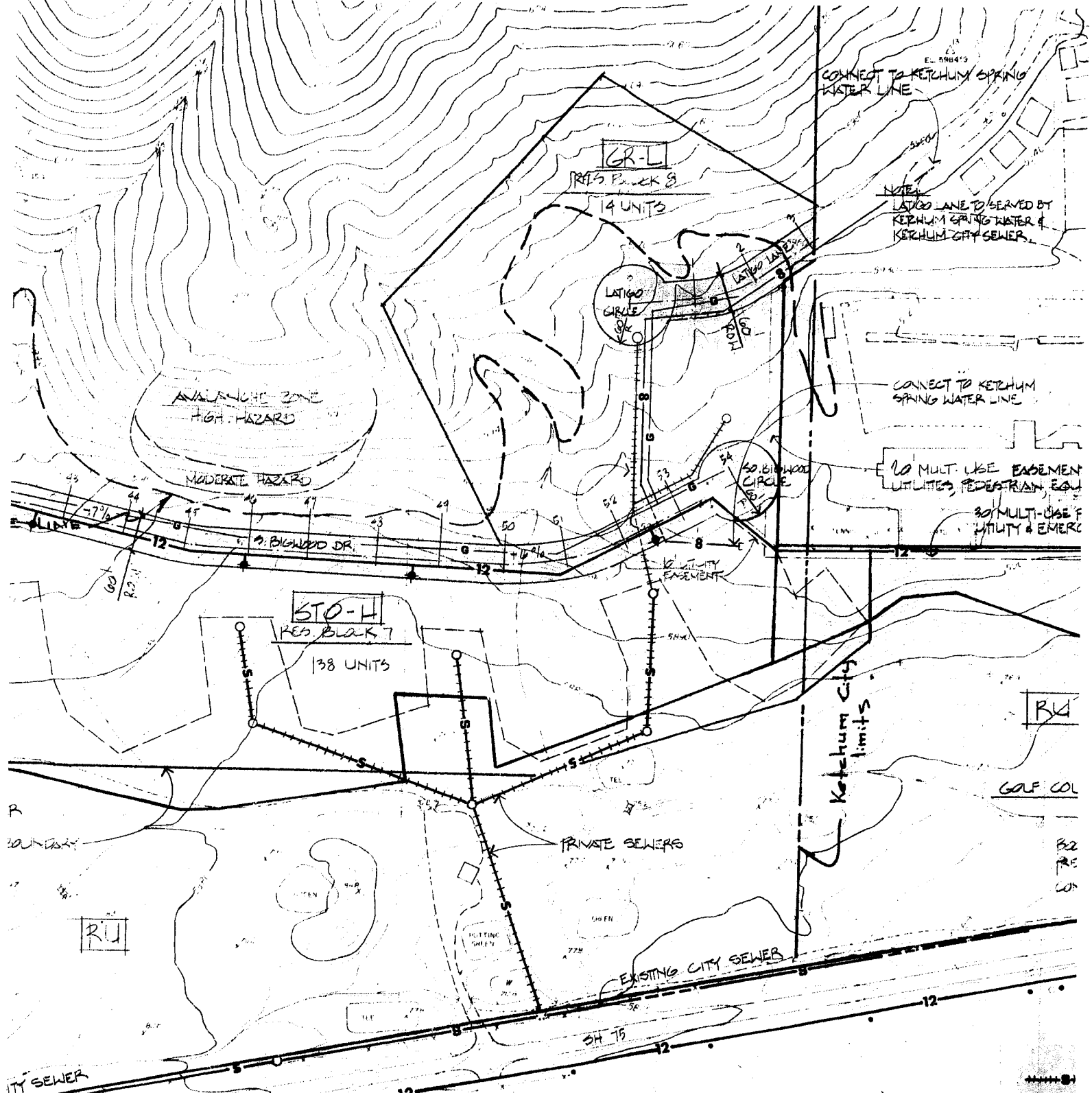
PRELIMINARY PLAT BIGWOOD P.U.D.

PUG BLOCKS 7 & 8
GOLF COURSE BLOCK 12

1"=100'

- +++++ PRIVATE SEWERS
- PUBLIC SEWERS
- WATER SIZES AS SHOWN
- 8(12A) A FOR ALTERNATE TANK LOCATION IN CHANGING MANHOLE
- HYDRAUNT
- NOTE: ALL SEWERS 8" DIA. (PUBLIC & PRIVATE) EXCEPT PUMP LINE

DARRYL CHARLES MC MILLER



NOTES:

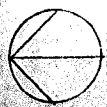
1. All streets hereon are dedicated to the public.
2. All road sections to comply with the Ketchum Subdivision Ordinance.
3. No building in 25% slope areas.
4. Warning of Avalanche Danger - This parcel of property is situated within the avalanche zone district as defined and described in the City of Ketchum Ordinance No. 208 as amended by Ordinance No. 302. Avalanche studies and maps are available for inspection at the office of the Ketchum City Clerk.
5. All disturbed areas will be revegetated using native grasses.
6. A cross country ski trail license is hereby granted to the public on the lands designated as golf course blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20. The license is effective only when the tracks are designated, marked, and maintained in accordance with the cross country ski trail ordinance and the annual assessment and/or fee of the Ketchum P.U.D.

8. No motorized access onto SH 75 or Saddle Road except approved roads or designated emergency access routes.

PRELIMINARY PLAT
BIGWOOD P.U.D.

P.L.S. BLOCKS 7 & 8
GOLF COURSE BLOCK 12

1" = 100'



AVAILANCHE ZONE
HIGH HAZARD

MODERATE HAZARD

STO-H
RES. BLOCK 7
138 UNITS

STO-4
RES. BLOCK 4
17 UNITS

RU
OPEN SPACE
BLOCK 21

RES. BLOCK 5
11 UNITS
STO-4

RU
REG. CTR.
BLOCK 19

RU

GOLF COURSE
BLOCK 13

PRIVATE SEWER

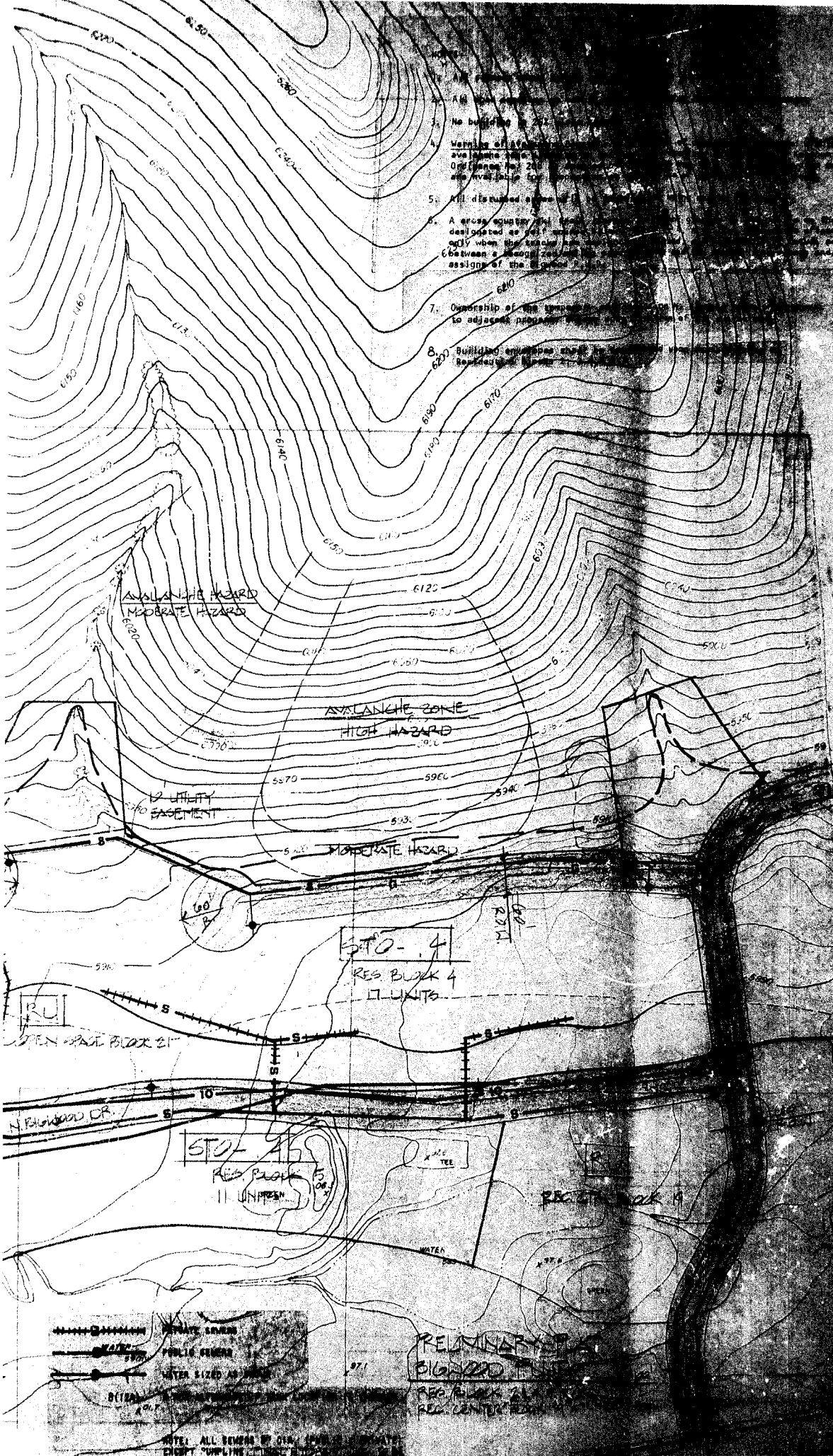
ZONING DIST. BOUNDARY

RU

EXTEND CITY SEWER

NOTES:

1. All streets herein are
2. All road sections to a
3. No building in 25' etc
4. Warning of Avalanche 0
properly situated w
district as defined on
of Ketchikan Ordinance N
Ordinance No. 302. Av
are available for ins
the Ketchikan City Code
5. All mountain areas w
noted on map.
6. A other nearby and sh
shown on the map. In
the future blocks
shown in effect on
building, noting as
shown on map. The
map is for general



1. All buildings shall be constructed in accordance with the provisions of the Building Code of the City of San Francisco.
2. The minimum lot area for any building shall be 2,000 square feet.
3. All buildings shall be set back from the front property line by a minimum of 10 feet.
4. A cross-section of the building shall be submitted to the Planning Commission for review and approval.
5. All buildings shall be constructed in accordance with the provisions of the Building Code of the City of San Francisco.
6. The minimum lot area for any building shall be 2,000 square feet.
7. All buildings shall be set back from the front property line by a minimum of 10 feet.
8. A cross-section of the building shall be submitted to the Planning Commission for review and approval.

DAVID CLARK

REMAINING
BIGARD

RES. BLOCK 21
RES. CENTER

AVAILANCE ZONE
MODERATE HAZARD

STO-1
RES. BLOCK 4
8 UNITS

AVAILANCE HAZARD
MODERATE HAZARD

AVAILANCE ZONE
HIGH HAZARD

AVAILANCE ZONE
MODERATE HAZARD

UTILITY
EASEMENT

STO-4
RES. BLOCK 4
17 UNITS

TEMPORARY CULDESAC
60' R.

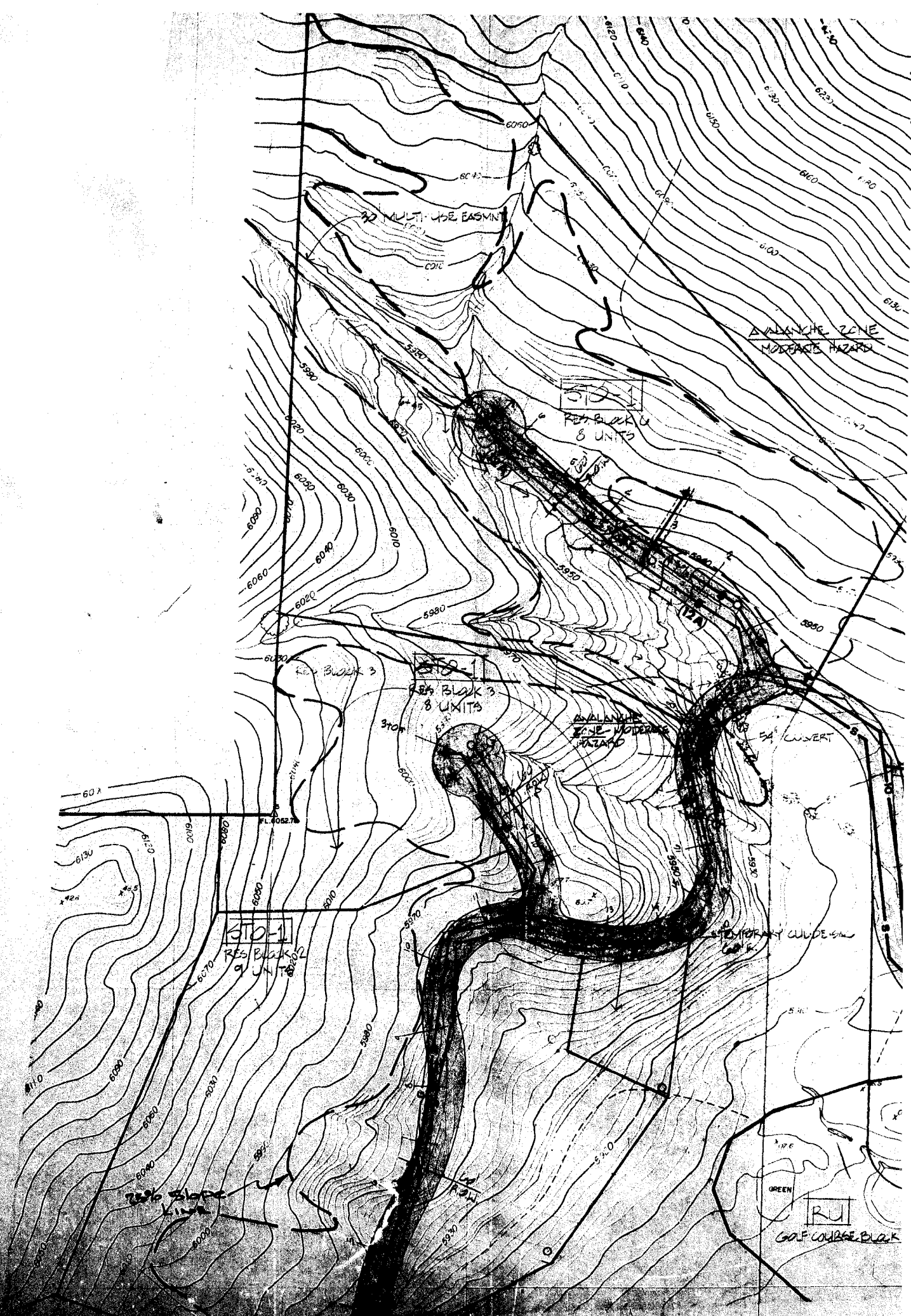
OPEN SPACE BLOCK 21

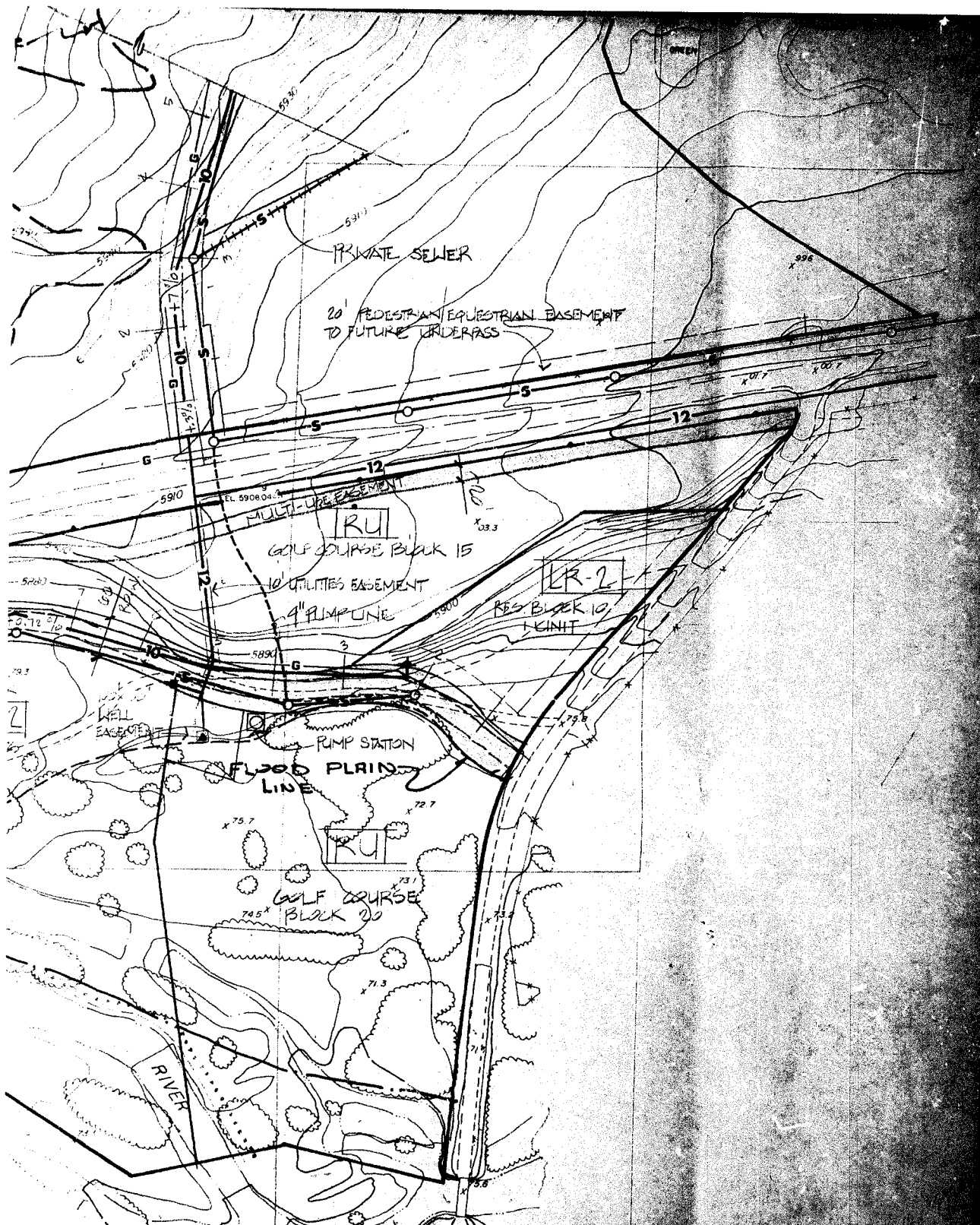
STO-4B
RES. BLOCK 4
11 UNITS

GREEN
RU
GOLF COURSE BLOCK 13

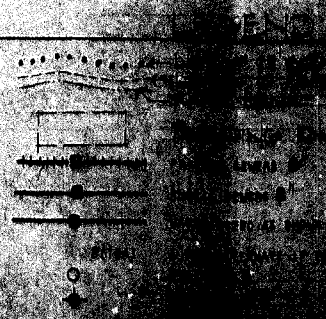
WATER
390' 0"

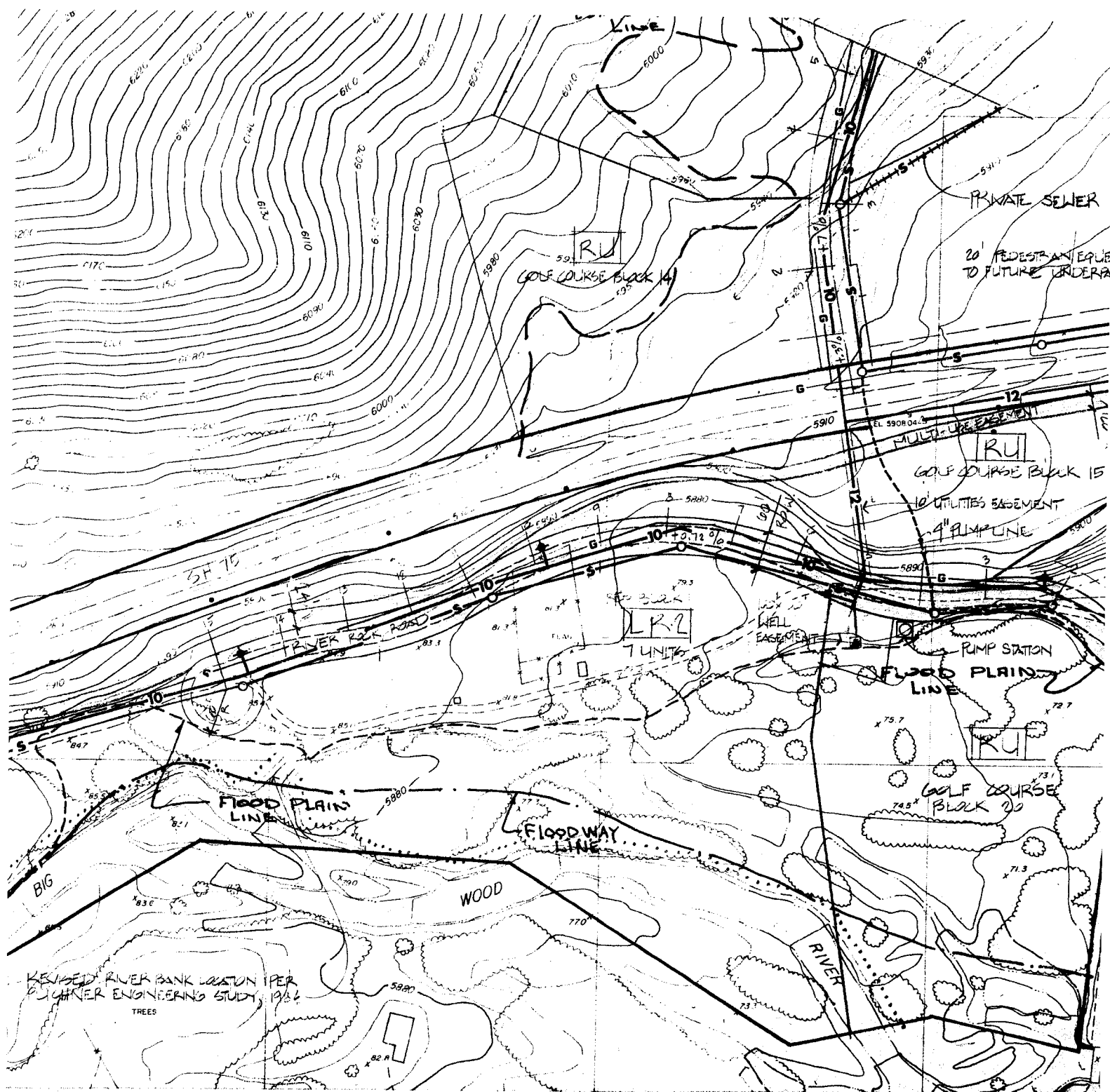






MAIN PLAT - BROWNWOOD P.U.D.
 TOTAL BLOCKS 1 & 2
 URSE BLOCKS 14 & 15

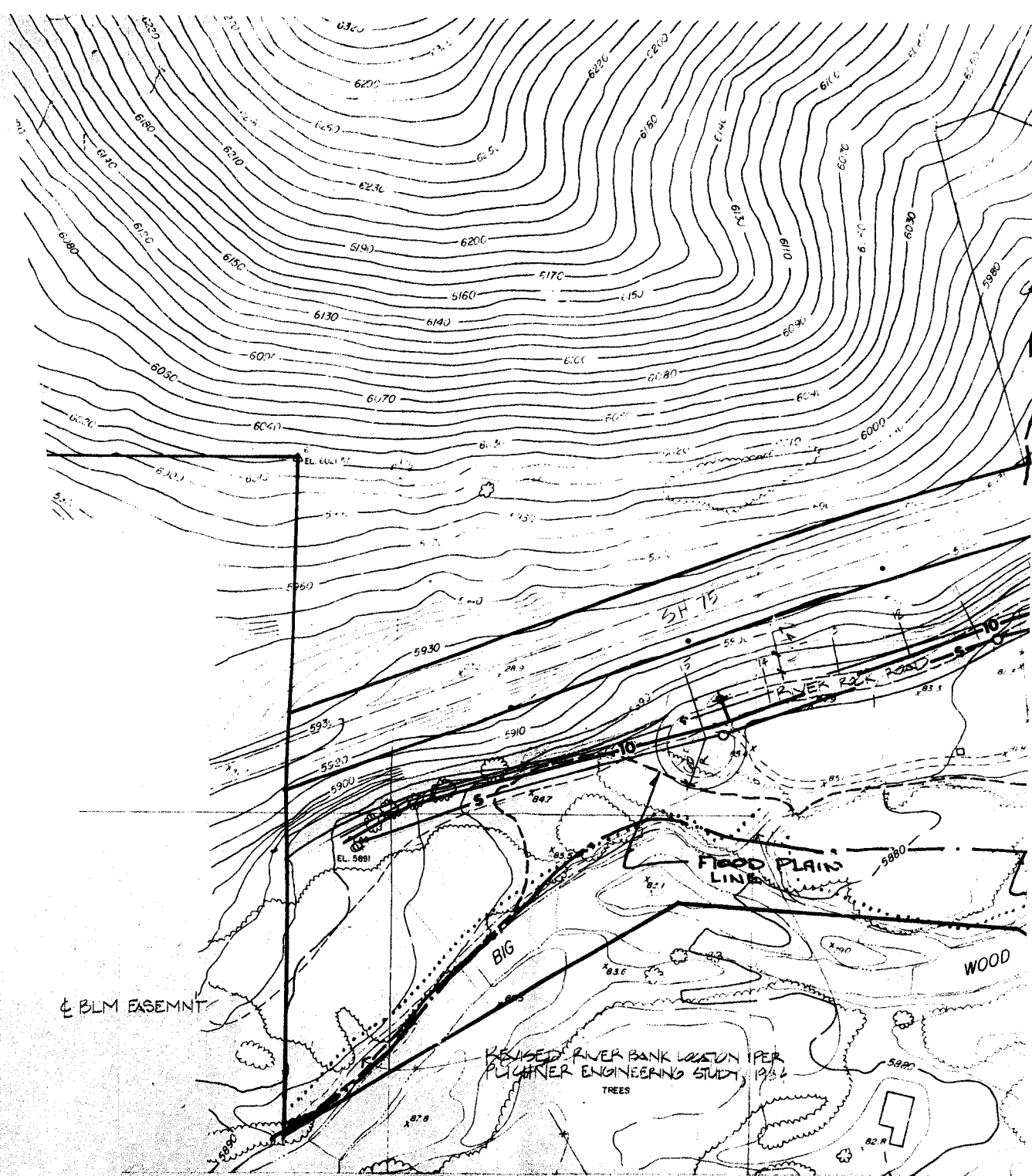




9. No motorized access onto SH 75 or Saddle Road except approved roads or designated emergency access routes.
10. Building envelopes shall be designated upon resubdivision of Residential Block 1.
11. A building envelope for Block 10 shall be identified and approved prior to final plat approval of the P.U.D. Subdivision (this plat).

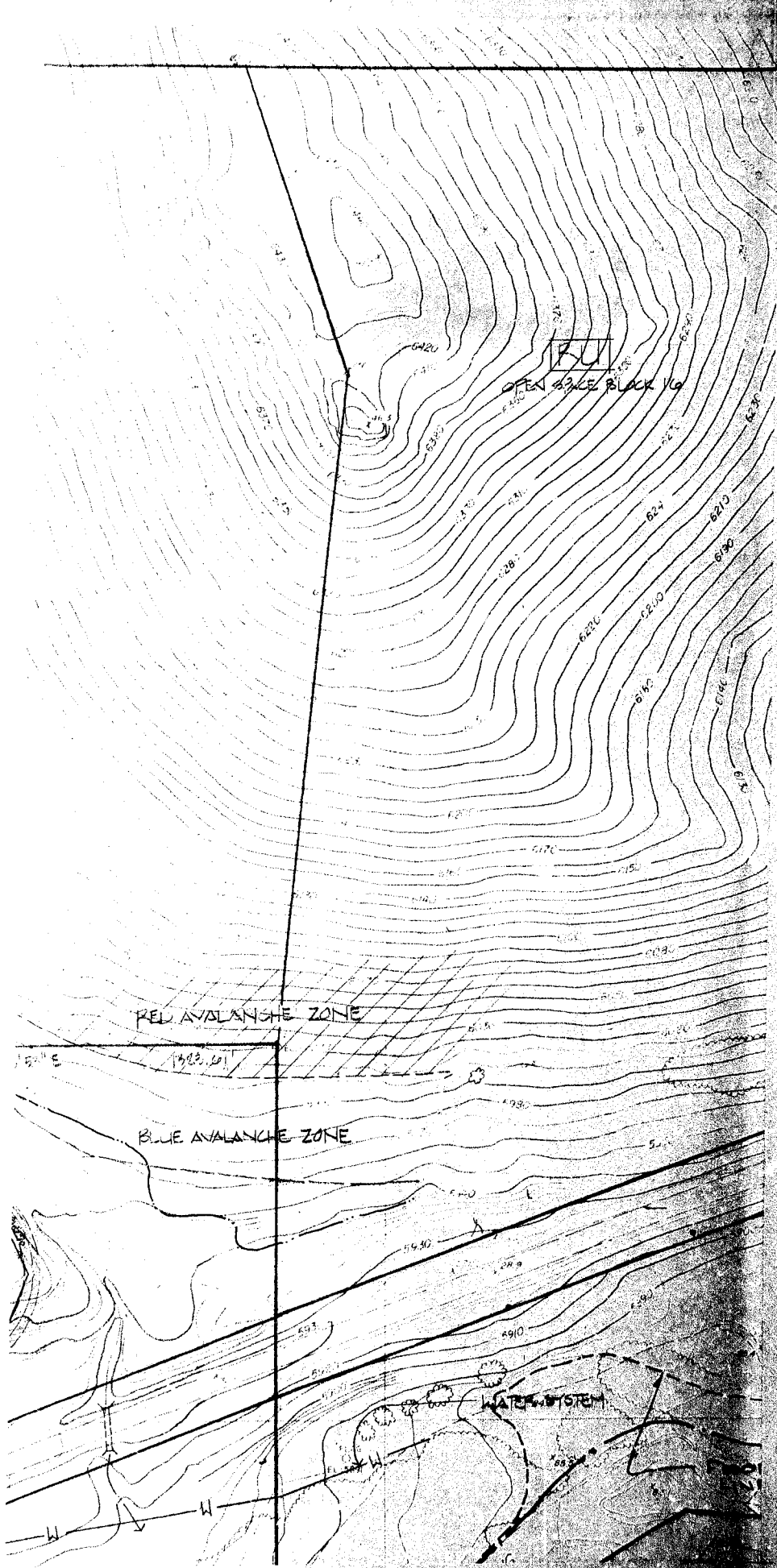
PRELIMINARY PLAT - BIG WOOD P.U.D.
 RESIDENTIAL BLOCKS 1 & 2
 GOLF COURSE BLOCKS 14 & 15





NOTES:

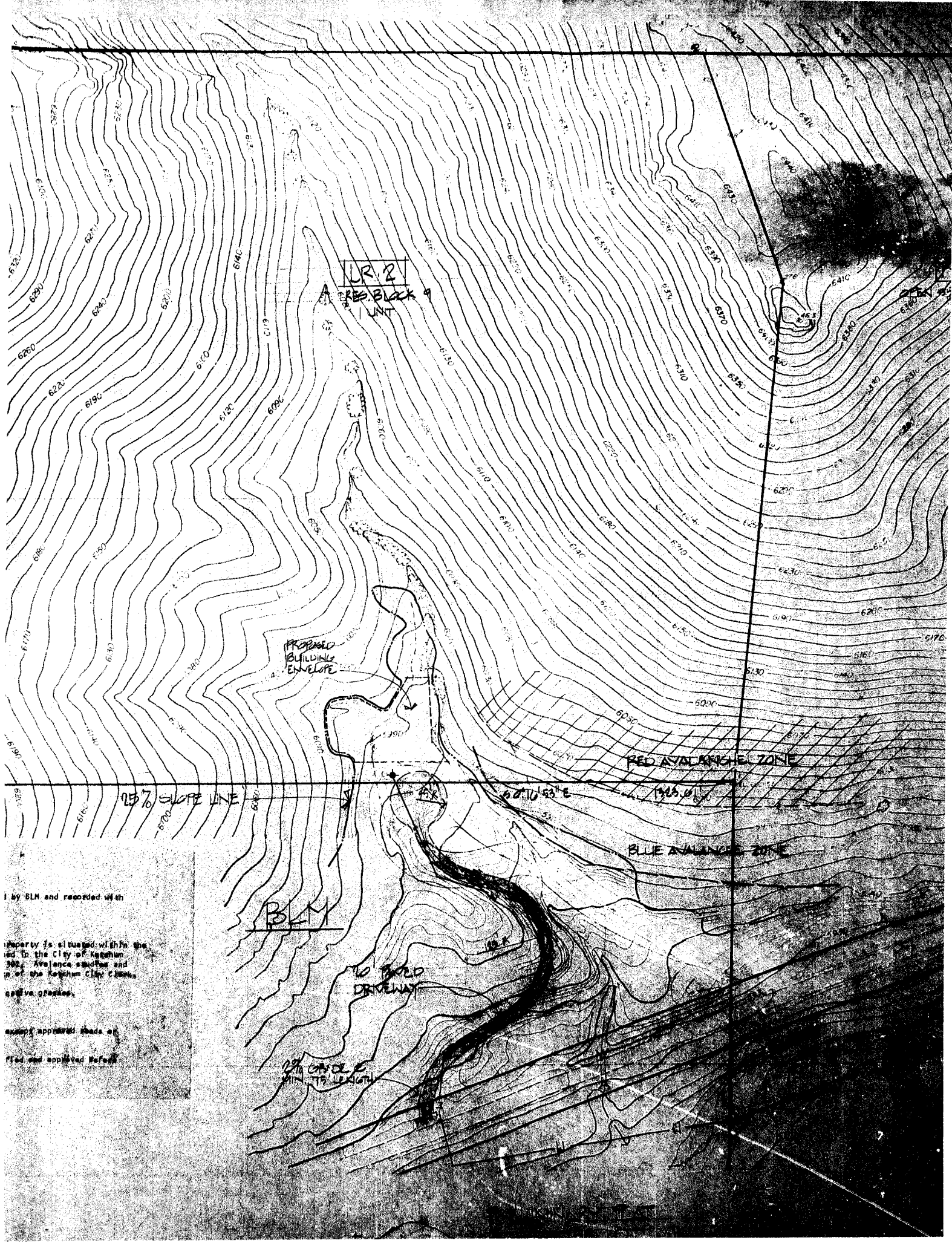
1. All streets herein are dedicated to the public.
2. There will be no building in the flood plain.
3. A 10-foot fisherman/wader access easement is dedicated to the public along the bank of the Big Wood River which shall shift to follow any changes in the location of the river bank.
4. A 75-foot riparian easement shall exist along the bank of the Big Wood River, there shall be no construction of any fence, wall, dock, or other structure within the easement, and any structure within said easement shall be in accordance with the location of the river bank.
5. No motorized access onto SH 75 or Saddle Road except approved roads or designated emergency access routes.
6. Building envelopes shall be designated upon resubdivision of Residential Block 1.
7. A building envelope for Block 10 shall be identified and approved prior to final plat approval of the P.U.D. Subdivision (this plat).



NOTES:

- 1. WATER SUPPLY TO BE
- 2. WATER
- 3. SYSTEM OF INDIVIDUAL
- 4. WELLS
- 5. 2 LOT TO BE DEVELOPED
- 6. INDIVIDUAL LOT

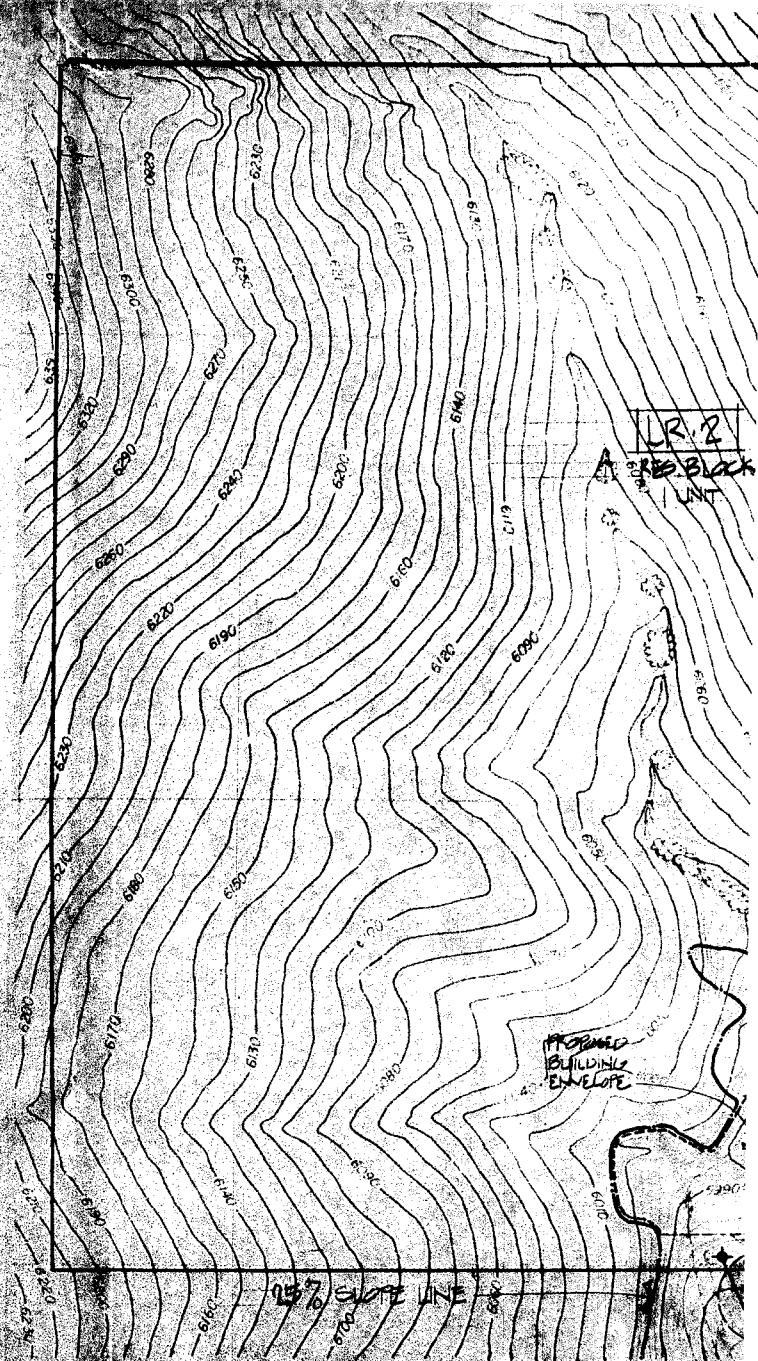
IMINARY PLAT

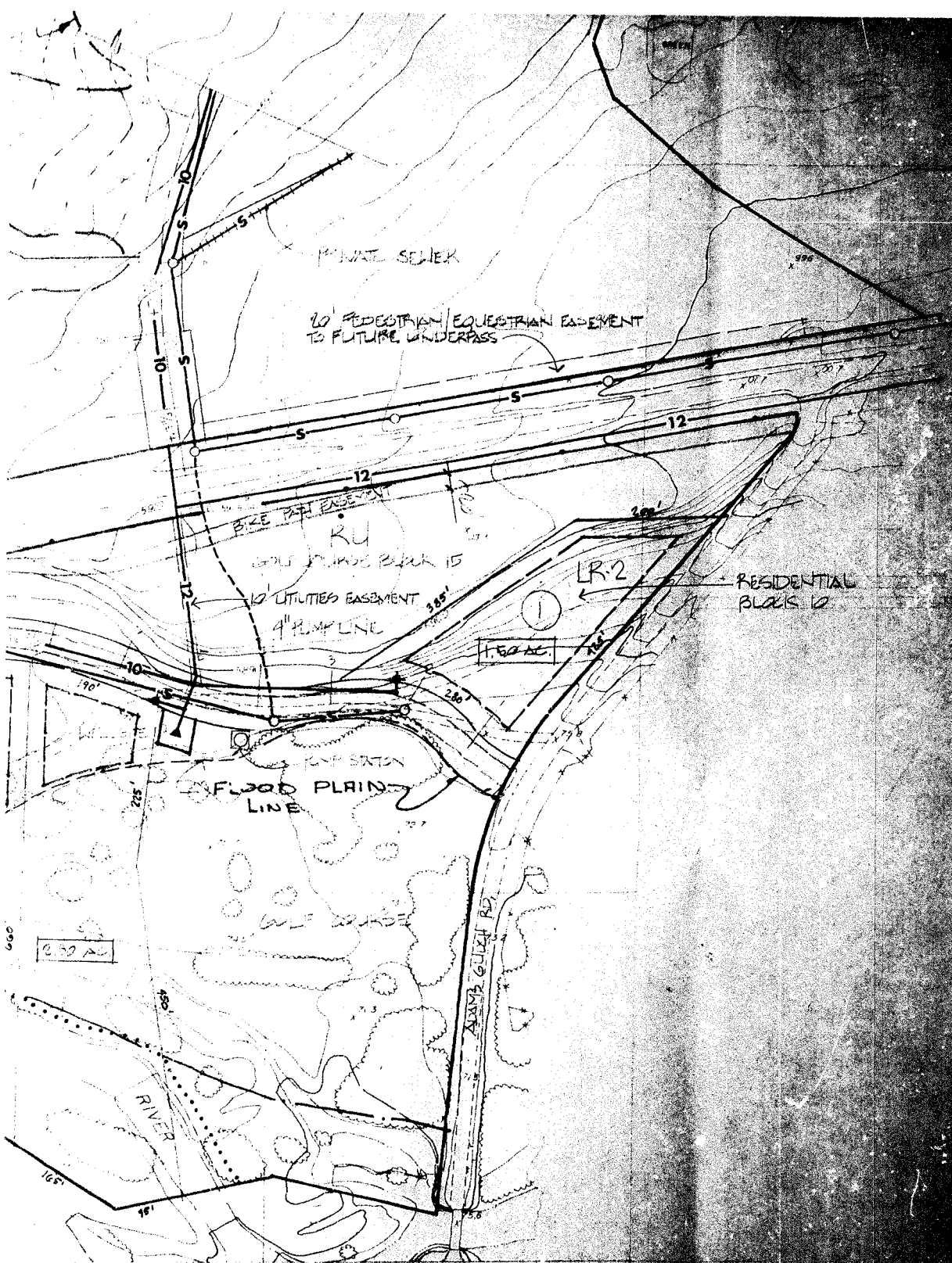


by BLM and recorded with

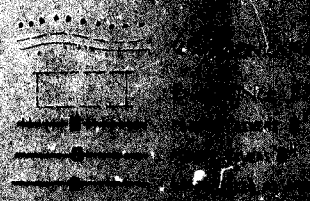
Property is situated within the
red in the City of Ketchikan
300' Avalanche section and
of the Ketchikan City Creek
native grasses.

except approved roads or
fired and approved Refers

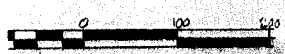


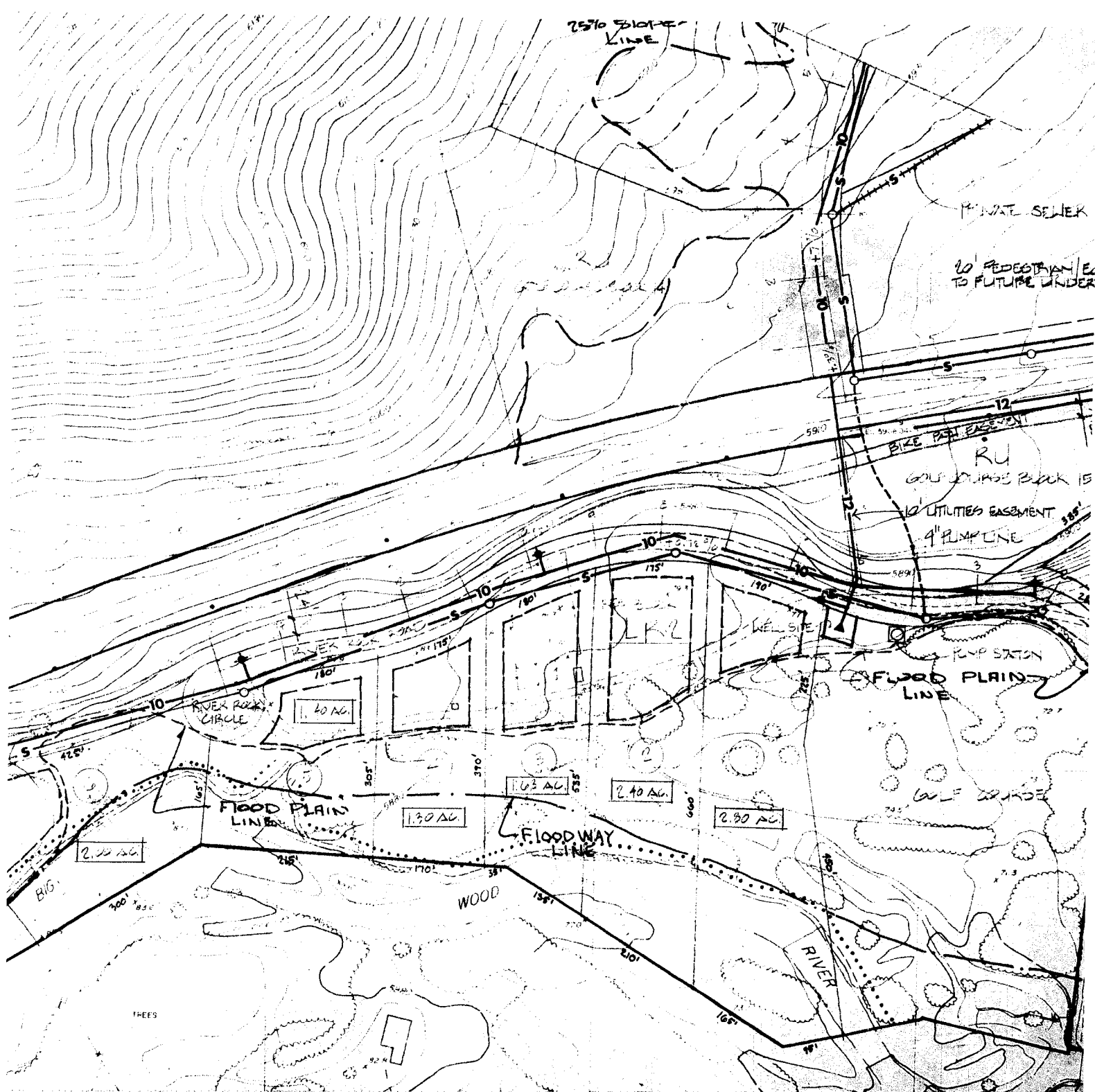


DIVISION OF
TAL BLOCK 1
20 P.D.



MINING R. 4 (COUNTY)
ATTACHED PARCEL: 15.8 ACRES





NOTES:

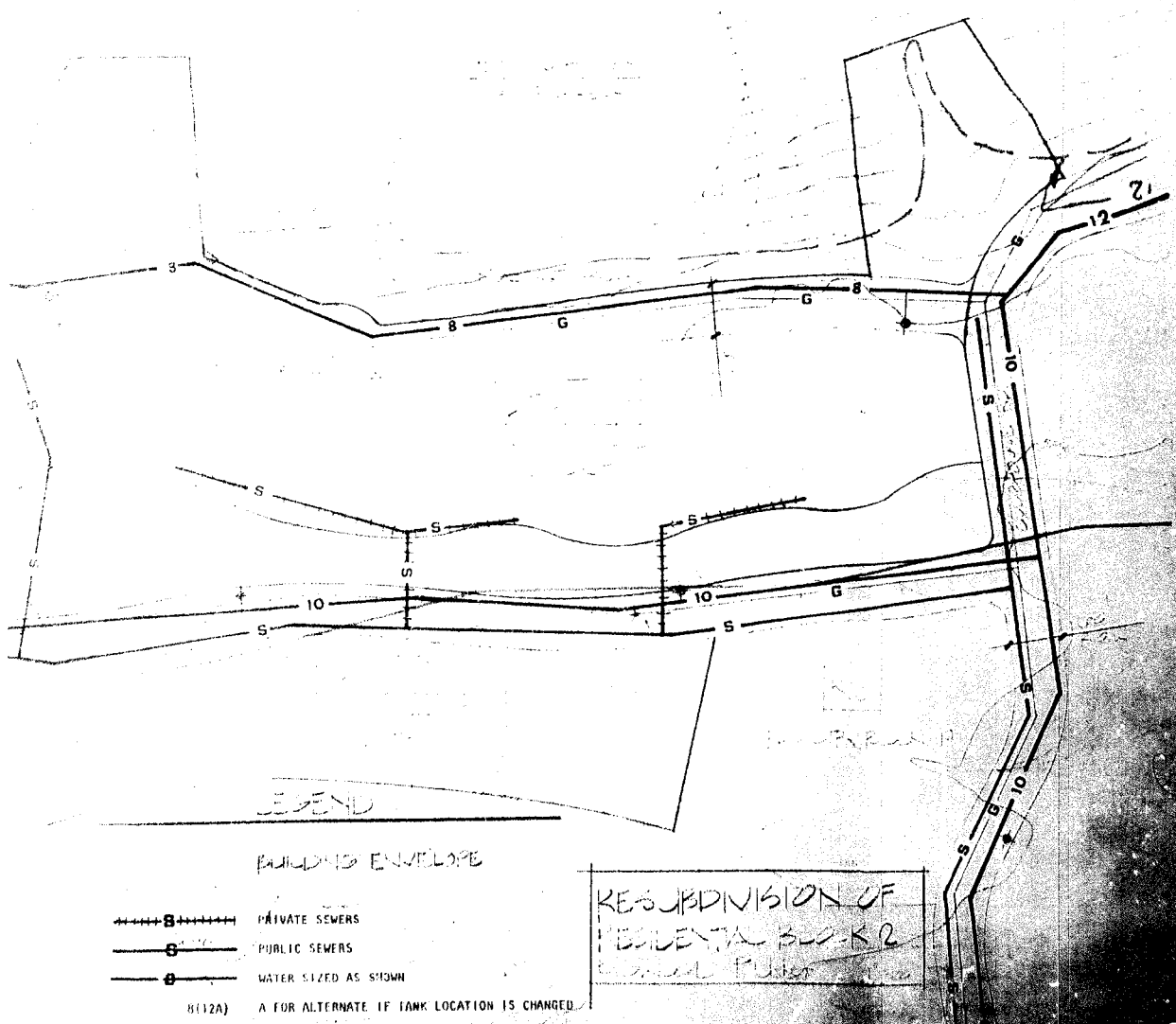
1. All streets shown hereon are dedicated to the public in the preliminary plat of the Bigwood P.U.D.
2. There will be no building in the flood plain.
3. Building envelopes are defined by the legal setbacks.
4. A 10-foot fishermen's/pedestrian access easement is dedicated to the public along the bank of the Big Wood River which shall shift to follow any changes in the location of the river bank.
5. A 25-foot scenic easement shall exist along the bank of the Big Wood River. There shall be no construction of any building or structure within this easement excepting public access signage within this easement and any structure that shift to follow any changes in the location of the river bank.
6. See Bigwood P.U.D. preliminary plat for easement lines and setbacks.
7. There will be no further subdivision of the 10-acre P.U.D. Block 1.
8. Public utility easements will be shown and located upon application.
9. All easements to comply with the Fishermen's Access Act.

RESUBDIVISION OF RESIDENTIAL BLOCKS 1 BIGWOOD P.U.D.

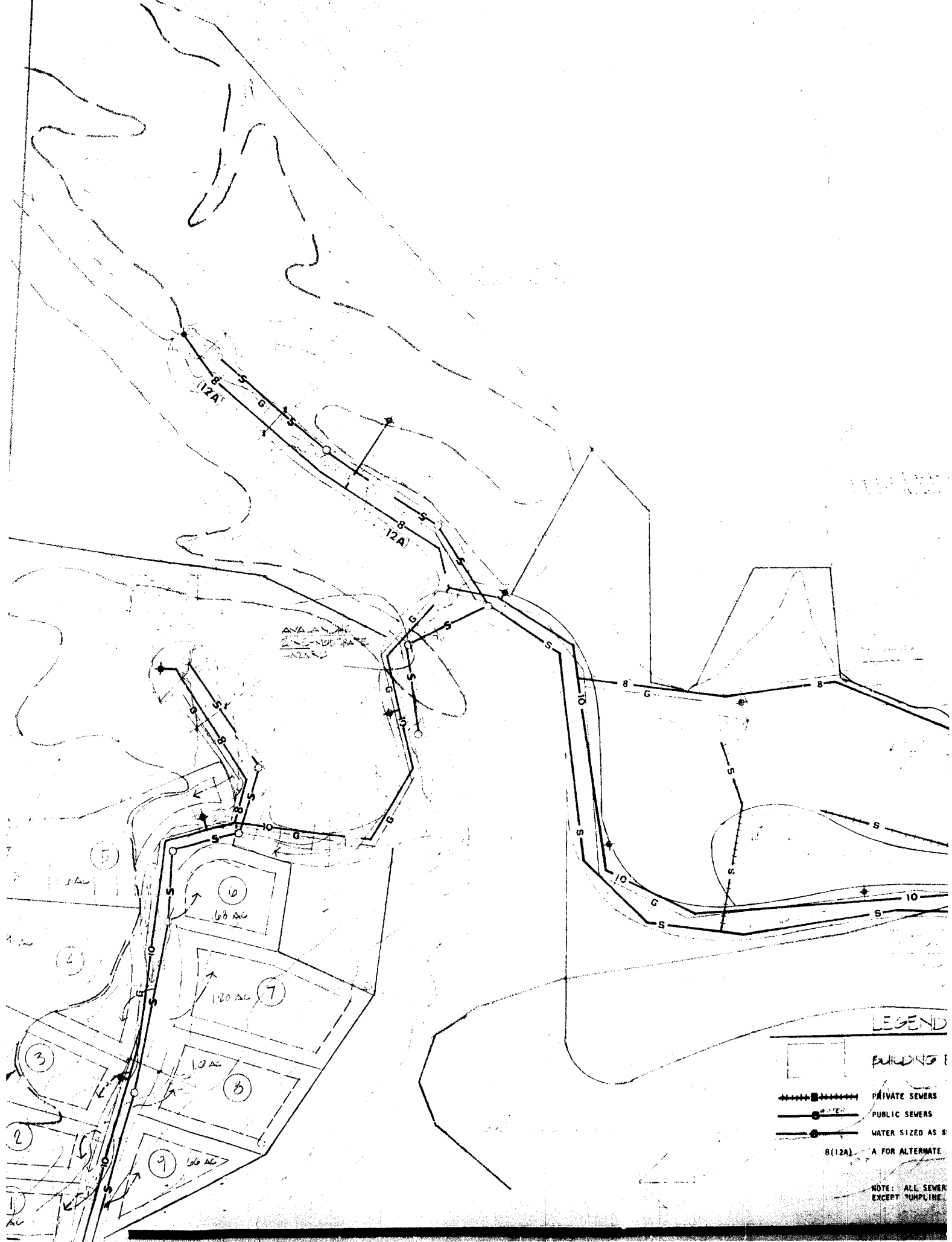
EXISTING ZONING: B-4 (COUNTY)
AREA OF PLATTED PARCELS: 11.8 ACRES

2. 20' WIDE STRIP OF LAND TO BE SET AS A BUFFER ZONE OUTSIDE OF THE 5' TO 10' SCOPE LINE.

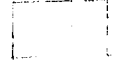
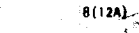
9. THERE SHALL BE NO FURTHER SUBDIVISION OF LOTS 1 THROUGH 12 IN BLOCK 2.



DARRYL CHARLES McMILLEN
ARCHITECT

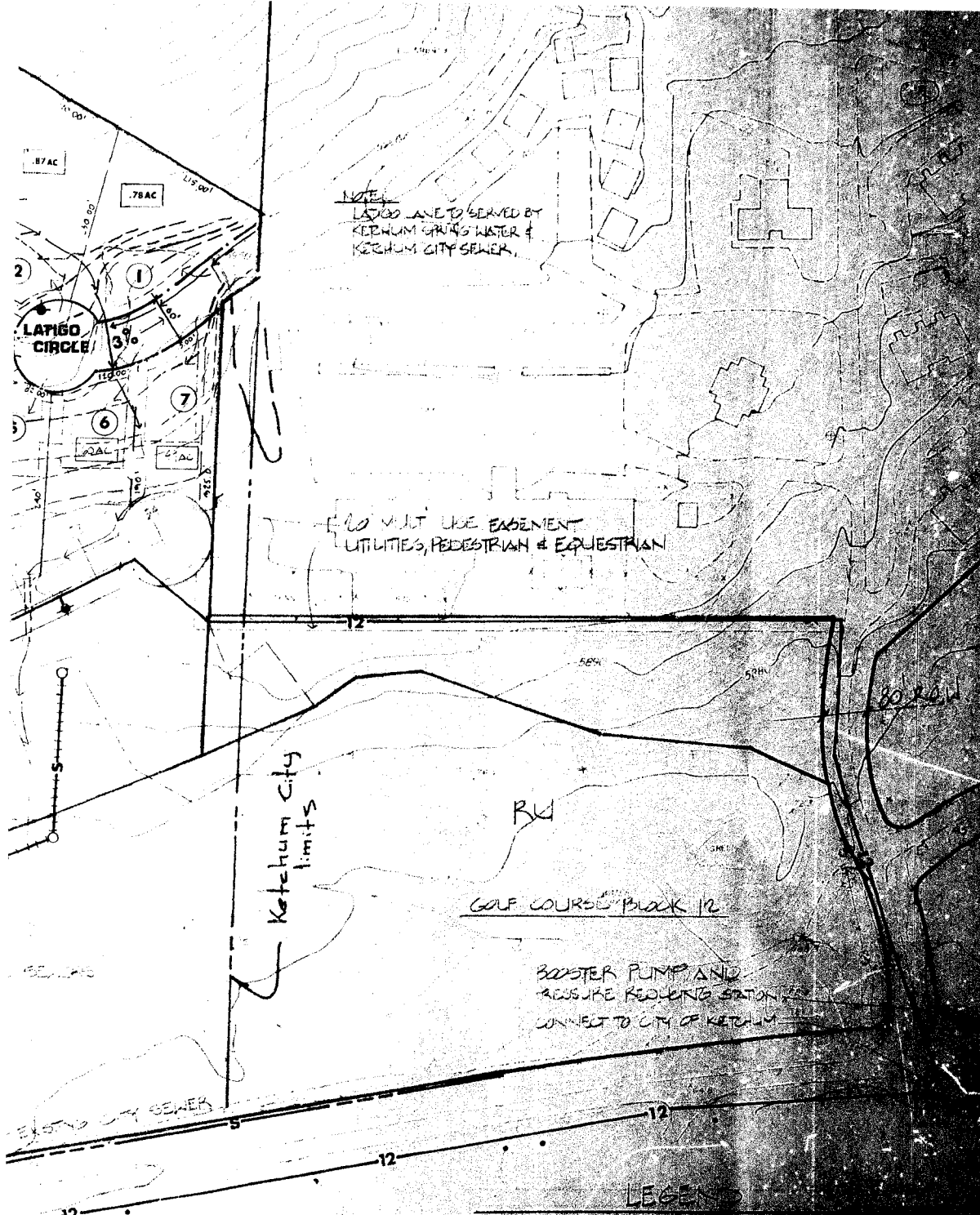


LEGEND

-  BUILDING
-  PRIVATE SEWERS
-  PUBLIC SEWERS
-  WATER SIZED AS 8"
-  8(12A) A FOR ALTERNATE

NOTE: ALL SEWER EXCEPT "UPLINE"

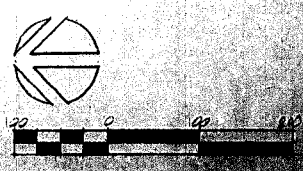


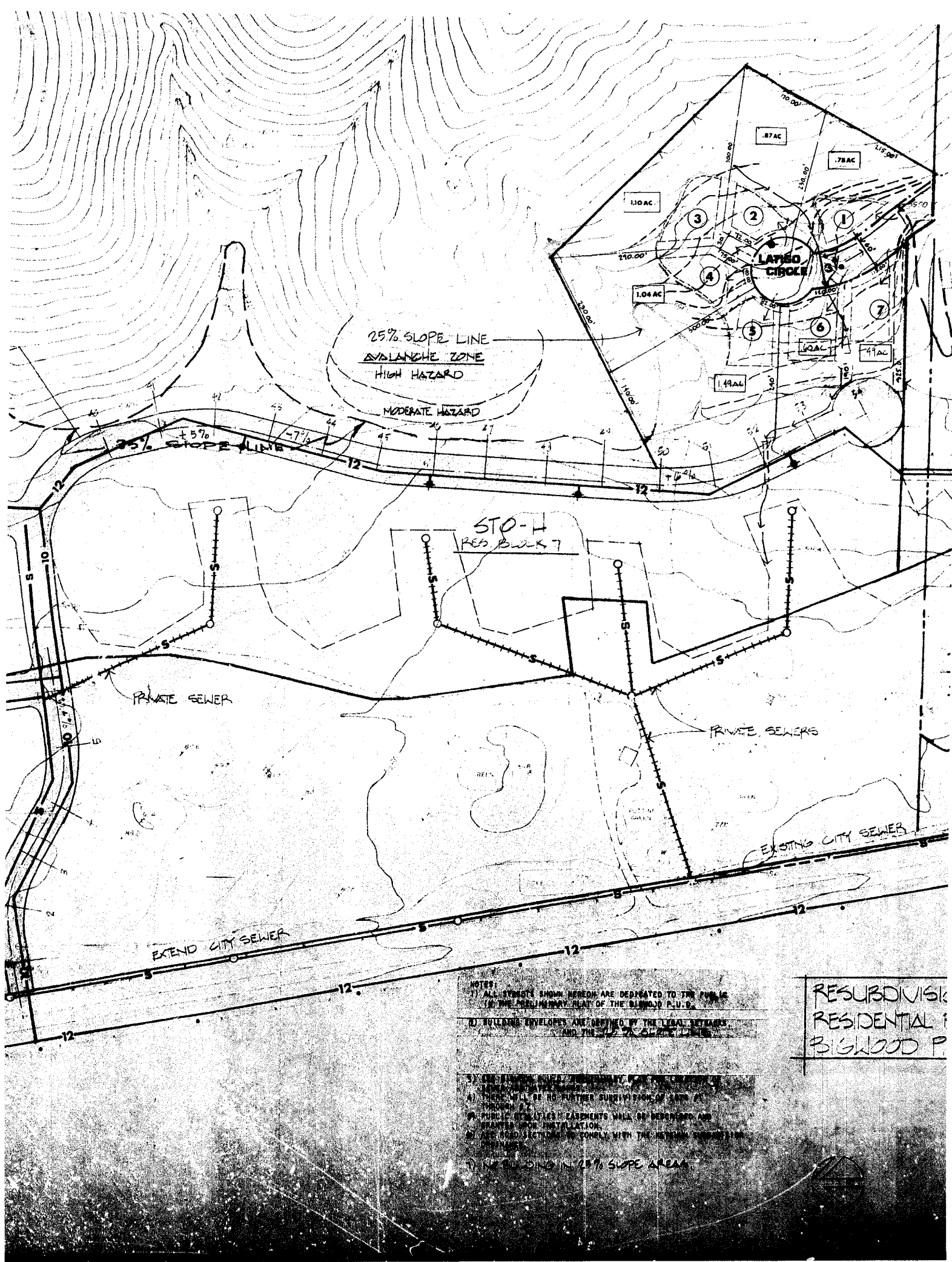


LEGEND

- PRIVATE ROAD
- PUBLIC ROAD
- WATER MAIN
- SEWER MAIN
- STORM SEWER
- UTILITY
- NOTE
- EXISTING
- BUILDING
- SEWER

RESUBDIVISION OF
RESIDENTIAL BLOCK 8
2 GROUND PLOT





NOTES:

1) ALL SYMBLS SHOWN HEREON ARE DEDICATED TO THE PUBLIC IN THE PRELIMINARY PLAN OF THE BIGWOOD P.U.D.

2) BUILDING ENVELOPES ARE DETERMINED BY THE LEGAL SETBACKS AND THE 25% SLOPE LINE.

3) SEE BIGWOOD P.U.D. PRELIMINARY PLAN FOR LOCATION OF WATER MAINS AND WATER TOWER.

4) THERE WILL BE NO FURTHER SUBDIVISION OF LOTS IN BIGWOOD P.U.D.

5) PUBLIC UTILITIES EASEMENTS SHALL BE DEDICATED AND GRANTED UNDER INSTALLATION.

6) ALL ROAD SECTIONS IN CONFORMITY WITH THE INTERIM SUBDIVISION MAP.

7) NO BUILDING IN 25% SLOPE AREA.

25% SLOPE LINE
AVALANCHE ZONE
HIGH HAZARD

MODERATE HAZARD

25% SLOPE LINE
+5% -7%

STO-1
RES. BLDG 7

PRIVATE SEWER

EXTEND CITY SEWER

NOTES:
1) ALL STREETS SHOWN HEREON ARE
IN THE PRELIMINARY PLAN OF THE
2) BUILDING ENVELOPES ARE GIVEN
AND THE

3) BUILDING ENVELOPES ARE GIVEN
AND THE
4) BUILDING ENVELOPES ARE GIVEN
AND THE
5) BUILDING ENVELOPES ARE GIVEN
AND THE
6) BUILDING ENVELOPES ARE GIVEN
AND THE
7) BUILDING ENVELOPES ARE GIVEN
AND THE



City of Ketchum

ATTACHMENT B

266744

Donna L. Little

BLAINE CO.

REQUEST OF

85 SEP 18 PM 1:57

Deed
MARIE IVIE, CLERK
DEPUTY
ES \$16.00

GOLF COURSE MUNICIPAL QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 16th day of August, 1985, by KETCHUM, an Idaho municipal corporation (hereinafter "Grantor"), to RIVER ROCK, LTD., a Nevada limited partnership (hereinafter "Grantee").

R E C I T A L S:

WHEREAS, Grantor and Grantee have entered into an Annexation, Services and Development Agreement dated the 15th day of August, 1985, (hereinafter referred to as the "Annexation Agreement"), which contains provisions for annexation and development of the property located in Blaine County and commonly known as Bigwood;

WHEREAS, Grantee conveyed the golf course property described herein to Grantor pursuant to the Annexation Agreement on the above stated date; and,

WHEREAS, the Annexation Agreement provides for the conveyance of the golf course property back to Grantee for the benefit of the public as set forth in the Annexation Agreement and subject to the restrictions and right of reversion to Grantor contained in said Annexation, Services and Development Agreement, incorporated herein by reference and contained herein.

NOW, THEREFORE, in consideration of the terms and covenants set forth in the Annexation Agreement and the covenants set forth herein, Grantor hereby quitclaims to

Grantee the real property described in Exhibit A, attached hereto and made a part hereof by reference, (hereinafter the "Property") subject to the restrictions and right of reversion to Grantor set forth herein together with the sprinkler system, golf course maintenance equipment and all water rights appurtenant to said Property. In the event said Property reverts to the Grantor, the Grantee hereby covenants to assign and by such reversion hereby does assign to the Grantor, the Grantee's Sublease dated June 20, 1985 of the Property from Alpenrose, Inc.

This conveyance is made upon the following conditions subsequent and same shall be and are hereby declared to be covenants running with the Property and perpetually attached to the Property.

1. The Property is to be exclusively used as a golf course as now used or as may be expanded as set forth in the Annexation Agreement. The term golf course use shall include a nine or eighteen hole standard size golf course, together with any driving range then existing, putting green and other customary ancillary services offered at public golf courses.

2. The golf course shall be maintained as a first rate golf course in accordance with accepted industry standards. The golf course shall be open and available to the public with a minimum of one-half of the tee off times reserved for

the general public and the remainder reserved for Bigwood owners, guests, season pass holders, private memberships, and other commitments or guarantees of Bigwood with third parties (hereinafter collectively referred to as "Bigwood owners and guests") subject to limited special tournament events which shall have the same priority over both classes of players. Furthermore, Bigwood shall charge the public the same fees and charges as it charges its owners and guests for green fees and memberships.

3. The Property shall be used for no other purpose than as a golf course as provided in Paragraph 1 hereof. Any portions of the Property not used as a golf course shall remain as open space. No development or construction of any kind shall occur in the open space other than for golf course use.

4. Grantee agrees to operate and maintain the golf course in a reasonable manner consistent with prior operation and maintenance of the golf course.

5. This grant is subject to the Lease dated June 20, 1985 between River Rock, Ltd. and Alpenrose, Inc., an Idaho corporation, the Sublease dated June 20, 1985 between said parties and recorded with the Office of the Blaine County Recorder as Instrument Number 264202 and 26403, respectively, and the Amendment to said Lease and Sublease executed

between said parties. Maintenance of the golf course under said Leases shall be deemed operation by the Grantee in compliance with its obligations hereunder. Furthermore, the Grantor hereby covenants to grant to the Grantee by warranty deed the additional real property included within Large Blocks Number 11, 12, 13, 14 and 19 of the PUD Large Block Subdivision plat, which property shall also be subject to this deed.

6. This deed is subject to the terms, conditions and obligations of the Annexation Agreement. Said Agreement is hereby incorporated herein by reference.

7. The restrictions contained herein shall be deemed to be and construed as express conditions subsequent on which this conveyance is made. If Grantee shall neglect or fail to perform and to comply with any of the restrictions, Grantor and its successors and assigns may at any time serve on Grantee a notice in writing specifying the particulars in which default or a breach of the restrictions has been made and directing Grantee to remedy such default or breach. Should Grantee thereafter for a period of sixty (60) days (time being of the essence of this provision) fail to either fully and entirely remedy such breach or default, or, if such default cannot be reasonably cured in sixty (60) days, commence the cure of such default, then notice in writing

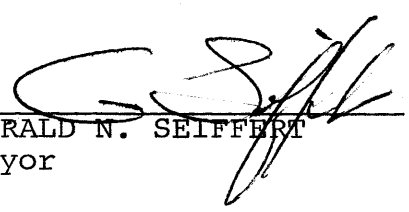
may be served on Grantee by Grantor notifying Grantee that Grantor elects that title to the Property shall revert to Grantor. Upon reversion to Grantor, the Grantee shall lose and forfeit all of its rights, title and interest in and to the Property.

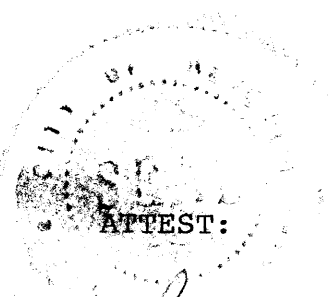
8. In the event the Property reverts to Grantor, the Property shall be subject to the restrictions and right of reversion set forth in Grantee's conveyance of the Property to Grantor of even date.

9. The Grantee covenants and agrees that no security interest, lien or encumbrance shall be placed, allowed or permitted on the real property which shall defeat any of the terms and conditions set forth herein or in the Annexation Agreement.

10. The terms and conditions herein set forth shall be binding upon the heirs, successors and assigns of the parties hereto.

CITY OF KETCHUM, IDAHO

By 
GERALD N. SEIFFERT
Mayor


ATTEST:


Betty A. Coles
City Clerk

STATE OF IDAHO)
) ss.
County of Blaine)

On this 19th day of August, 1985, before me, a
Notary Public in and for said State, personally appeared
GERALD N. SEIFFERT, known to me to be the Mayor of the
municipal corporation that executed the within instrument,
and acknowledged to me that such municipal corporation
executed the same.

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



Jane Jacobus
Notary Public
Residing at: Bellevue Idaho

DESCRIPTION
BIGWOOD GOLF COURSE
April 10, 1985

A parcel of land in Sections 1 and 12, T.4 N., R.17 E., B.M. and in Section 6 and 7, T.4 N., R.18 E., B.M.; all in Blaine County, Idaho. Subject to final field survey of boundaries within the Bigwood Planned Unit Development, the parcel is more particularly described as:

Beginning at a point on the Section Line and the Ketchum Cemetery East boundary that is N. 84° 05' 27" E., 115.00 feet from the Section Corner common to Section 12 and 13, T.4 N., R.17 E., B.M. and Sections 7 and 18, T.4 N., R.18 E., B.M.;

Thence North along the cemetery boundary 88.00 feet;
thence West along the cemetery boundary 421.00 feet to the easterly right-of-way boundary of State of Idaho Highway No. 75;
thence N. 3° 25' 51" W., along said highway boundary 1,584.54 feet;
thence continuing along said highway boundary northwesterly, 645.13 feet along the arc of a 5,801.18 foot radius curve to the left, said curve having a chord bearing N. 6° 34' 33" W., 644.80 feet;
thence continuing along said highway boundary N. 9° 48' 09" W., 3,400.00 feet;
thence crossing State of Idaho Highway No. 75, S. 80° 11' 51" W., 115.00 feet to a point on the northerly boundary of Adams Gulch Road;
thence N. 50° 05' 12" W., along said northerly boundary 200.00 feet;
thence N. 1° 35' 30" E., 180.07 feet;
thence N. 33° 44' W., 356.41 feet;
thence S 27° 06' W., 241.51 feet to a point on the northerly boundary of said Adams Gulch Road;
thence westerly along said northerly boundary 180.00 feet on the arc of a 424.57 foot radius curve to the left;
thence continuing along said northerly boundary N. 85° 18' 04" W., 442.95 feet to the most southerly corner of Lot 6, Riverwoods Subdivision;
thence N. 12° 50' 38" E., along the easterly boundary of said Lot 6, 224.71 feet;
thence continuing along said easterly boundary N. 12° 04' 35" W., 135.00 feet;
thence N. 80° 58' E., 445.53 feet;
thence S. 82° 53' 30" E., 483.74 feet to the westerly boundary of State of Idaho Highway No. 75;
thence northwesterly along said highway boundary, 510.00 feet on the arc of a 5,679.78 foot radius curve to the left;
thence crossing said highway and continuing N. 78° 00' 30" E., 577.60 feet;
thence S. 20° 29' 30" E., 208.22 feet;
thence S. 40° 29' W., 269.54 feet;
thence S. 8° 08' E., 141.42 feet;
thence S. 42° 21' E., 81.39 feet

Description-Bigwood Golf Course
(continued)

thence S. 12° 06' E., 367.08 feet;
thence S. 74° 13' E., 478.02 feet;
thence East 110.00 feet;
thence S. 41° 38' E., 120.42 feet;
thence East 220.00 feet;
thence S. 52° 49' E., 182.00 feet;
thence S. 36° 52' W., 175.00 feet;
thence N. 88° 45' W., 685.16 feet;
thence S. 45° 00' 00" W., 77.78 feet;
thence S. 18° 45' E., 295.68 feet;
thence S. 11° 46' E., 245.15 feet;
thence South 230.00 feet;
thence S. 17° 17' W., 235.64 feet;
thence S. 55° 43' W., 133.14 feet;
thence S. 9° 05' 30" E., 253.18 feet;
thence S. 72° 28' E., 398.50 feet;
thence S. 3° 20' E., 601.02 feet;
thence S. 3° 06' 30" W., 460.68 feet;
thence S. 9° 28' E., 395.38 feet;
thence S. 32° 09' E., 165.36 feet;
thence N. 82° 35' E., 193.62 feet to a point on the west boundary
of the Alpenrose Property;
thence South along said property boundary 718.04 feet to the
northerly boundary of Saddle Road;
thence westerly 36.32 feet along said road boundary on the arc of a
620.87 foot radius curve to the left that has a chord bearing N. 79° 55'
38" W., 36.32 feet.;
thence crossing Saddle Road S. 11° 45' 01" W., 60.00 feet;
thence S. 43° 01' 41" E., 199.98 feet;
thence S. 45° 00' 00" E., 109.97 feet;
thence S. 45° 00' 00" W., 34.01 feet;
thence S. 54° 22' 55" E., 225.50 feet;
thence S. 22° 40' 56" E., 192.63 feet;
thence S. 0° 07' 45" E., 94.51 feet;
thence S. 1° 14' 19" E., 185.04 feet;
thence S. 5° 39' 42" W., 233.14 feet;
thence S. 80° 15' 22" E., 200.90 feet;
thence S. 15° 02' E., 763.13 feet to a point on the section line
common to Sections 7 and 18 T.4 N., R.18 E., B.M.;
thence S. 84° 05' 27" W., 780.00 feet to the Point of Beginning.

Excluding therefrom the Golfview Subdivision and all public rights-
of-way.

1/16/1985



City of Ketchum

ATTACHMENT C

CONDITIONAL USE PERMIT - BIGWOOD PLANNED UNIT DEVELOPMENT
CITY OF KETCHUM, IDAHO

PERMIT ISSUED TO: River Rock, Ltd., a Nevada limited partnership

MAILING ADDRESS: P.O. Box 452, Twin Falls, Idaho 83301

LEGAL PROPERTY DESCRIPTION: Attached as Exhibit A

PROPERTY ADDRESS: N/A

ZONING DISTRICT: LR, GR-L, RU within the City of Ketchum, R-.4
and Mountain Overlay within Blaine County

DATE APPLIED FOR: 1-20-84

DESCRIPTION OF CONDITIONAL USE: Planned Unit Development for
Bigwood PUD as set forth in PUD Development Plan attached
hereto as Exhibit B

DATE OF PUBLIC HEARING AND ACTIONS OF ZONING COMMISSION: _____

DATE OF APPROVAL BY CITY COUNCIL: the _____ day of _____, 1985

CONDITIONS OF APPROVAL: Attached as Exhibit C

EFFECTIVENESS OF THIS
CONDITIONAL USE PERMIT -
PLANNED UNIT DEVELOPMENT
IS SUBJECT TO COMPLIANCE
WITH CONDITIONS STATED ON
EXHIBIT C, ATTACHED HERETO.

ATTEST:

Bert A. Cole
CITY CLERK

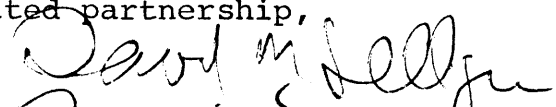
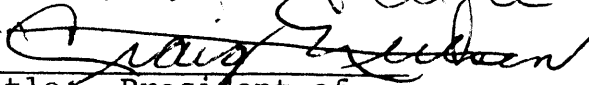
PERMIT APPROVED: September 16, 1985

APPROVED BY: City Council and
Mayor or City of Ketchum, ID

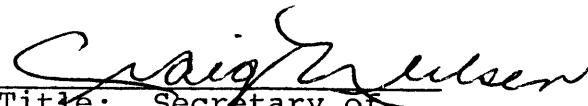
BY: [Signature]
MAYOR

River Rock, Ltd., a Nevada limited partnership, does hereby accept the above Planned Unit Development Conditional Use Permit, including the Exhibits thereto, subject to all terms, provisions, conditions, restrictions and obligations therein. The undersigned hereby covenants and agrees to develop the Property described therein and all portions thereof in full compliance therewith. Non-compliance therewith shall be grounds for revocation of the Permit by Ketchum. This acceptance shall be binding upon the heirs, successors and assigns of the undersigned.

RIVER ROCK, LTD., a Nevada
limited partnership,

By 


Title: President of
Neilsen-Monroe, Inc., an
Idaho corporation, as
general managing partner
of River Rock, Ltd., a
Nevada limited partnership

By 

Title: Secretary of
Neilsen-Monroe, Inc., an
Idaho corporation, as
general managing partner
of River Rock, Ltd., a
Nevada limited partnership

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of _____, 1985, before me,
_____, a Notary Public in and for said State,
personally appeared _____,
known or identified to me to be the President of Neilsen-Monroe,
Inc., the managing general partner in the partnership of River
Rock, Ltd., a Nevada limited partnership, and who subscribed
said partnership name to the foregoing instrument, and
acknowledged to me that he lawfully executed the same in said
partnership name.

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

Notary Public
Residing at:

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of _____, 1985, before me,
_____, a Notary Public in and for said State,
personally appeared _____,
known or identified to me to be the Secretary of Neilsen-Monroe,
Inc., the managing general partner in the partnership of River
Rock, Ltd., a Nevada limited partnership, and who subscribed
said partnership name to the foregoing instrument, and
acknowledged to me that he lawfully executed the same in said
partnership name.

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

Notary Public
Residing at:

The following conditions have been placed upon and are part of the Conditional Use Permit approved for the Bigwood Planned Unit Development and the holder of this permit shall fully comply therewith, to-wit:

I. GENERAL CONDITIONS OF THE CONDITIONAL USE PERMIT FOR THE BIGWOOD PUD

A. Public Streets

1. Upon annexation, irrevocably offer for dedication the street rights of way for Saddle Road, North Bigwood Way, Clubhouse Road, South Bigwood Way and River Rock Road.
2. Final construction plans to be approved by Ketchum and construction of street improvements in accordance with the Annexation, Services and Development Agreement.

B. Public Easements

1. Upon annexation, irrevocably offer for dedication the public easements as set forth on PUD Development Plan.
2. Final construction plans to be approved by Ketchum and construction of street improvements in accordance with the Annexation, Services and Development Agreement.

C. Non-Public Easements

1. Scenic Easement along river
 - a. Delineate 25' easement along river on final plat of PUD large lot subdivision providing for no improvements, landscaping, fences or structures allowed within said easement.
2. Natural Drainage Easement and Plan
 - a. Submit and obtain approval of drainage plan prior to final plat approval of the resubdivision plats of the large blocks of PUD Large Subdivision Block Plat.

3. Easements of Record

- a. Delineate all existing easements of record on PUD Large Block Subdivision Plat prior to final approval.

D. Dwelling Unit Density

1. Large Block 1 shall be allowed a maximum of 8 single family dwelling units. No further subdivision shall be permitted.
2. Large Block 2 shall be allowed a maximum of 9 single family dwelling units. No further subdivision shall be permitted.
3. Large Block 3 shall be allowed a maximum of 8 single family residential units. No further subdivision shall be permitted.
4. Large Block 4 shall be allowed a maximum of 17 single family residential units. No further subdivision shall be permitted.
5. Large Block 5 shall be allowed a maximum of 11 single family residential units. No further subdivision shall be permitted.
6. Large Block 6 shall be allowed a maximum of 9 single family residential units. No further subdivision shall be permitted.
7. Large Block 7 shall be allowed a maximum of 136 multiple dwelling units for short term occupancy use. Said units shall be within four eight-plex structures and five multiple family structures and shall be developed in accordance with the Annexation, Services and Development Agreement.
8. Large Block 8 shall be a maximum of seven duplex lots. No further subdivision shall be permitted.
9. Large Block 9 shall be a single family lot and shall be allowed a maximum density of one single family residential home. Prior to final plat approval of the PUD Large Block Plat, the Applicant shall submit a road access plan and building envelope outside of the Avalanche Zones and the twenty-five percent (25%) slope, as well as a site drainage plan.

10. Large Block 10 shall be a single family residential lot and shall be allowed a maximum density of one single family residential home. Prior to final approval of the PUD Large Block Plat, the Applicant shall submit and receive approval of a building envelope, driveway plan and drainage plan for said lot. No further subdivision shall be permitted. Large Block 10 shall be developed as part of Large Block 1 and title to said Large Block 10 shall not be conveyed by the Applicant until after recordation of the final plat of the resubdivision of Large Block 1.
11. Large Blocks 11, 12, 13, 14, 15 19, 20 and 21 shall be dedicated to open space reserved for golf course expansion. Any portion of said large blocks not used as a golf course shall remain open space in perpetuity with no dwelling units, development or further subdivision permitted.
12. Large Block 16, 17 and 18 shall be dedicated in perpetuity to open space subject to public trail easements. No dwelling units, development or further subdivision permitted.
13. Large Block 19 shall be allowed for construction of the Bigwood Recreation Center and a maximum of two dwelling units. No further subdivision shall be permitted.

E. Landscaping

1. Install landscaping and automatic private irrigation systems in accordance with Annexation, Services and Development Agreement and final construction plans to be approved by Ketchum prior to construction.

F. Water system, sewer system and well improvements

1. Final construction plans to be approved by Ketchum and construction of and dedication in accordance with Annexation, Services and Development Agreement.

G. Annexation of the Property

H. Execution of and full and timely performance of Annexation, Services and Development Agreement.

II. Preliminary Plat of PUD Large Block Subdivision Plat. In addition to items shown on the preliminary plat thereof, the following conditions shall be satisfied prior to final plat approval:

1. Construct Saddle Road improvements and install street sign at intersection with SH75.
2. Delineate 25' easement along river providing for no improvements, landscaping, fences or structures allowed within said easement.
3. Final construction plans to be approved by Ketchum and construction of water system, sewer system and well improvements in accordance with Annexation, Services and Development Agreement.
4. Notes to appear on final plat:
 - a. Timing and sequence of the resubdivision and development of the Large Blocks shown herein is subject to and buyers are subject to payment of certain fees as set forth in the Annexation, Services and Development Agreement recorded as Instrument Number _____, and subsequent amendments thereto, in the Office of the Blaine County Recorder, Hailey, Idaho.
 - b. No building in the flood plain.
 - c. No motorized access directly onto SH75 and onto Saddle Road except approved public roads and emergency vehicle lanes.
 - d. Building envelopes for PUD lots 1 through 8 shall be identified upon their resubdivision.
 - e. Fisherman's easement as per standard City wording - allowing shifting of location as river changes.
 - f. 25' scenic/no building easement to prohibit landscaping, fences, improvements, structures and to allow signing.
 - g. Avalanche warning as per standard City wording.
 - h. No resubdivision of Large Blocks 11 through 18, 20 and 21.

- i. Large Blocks 11, 12, 13, 14, 15 and 20 are subject to a right of reversion to the City of Ketchum under the terms of the Annexation, Services and Development Agreement.
 - j. Access easements to Block 9 granted by U.S. Dept. of Interior, Bureau of Land Management and recorded as Instrument Number _____ in the Office of the Blaine County Recorder, Hailey, Idaho.
 - k. Building envelopes shall be identified upon the resubdivision of Large Blocks 1, 2, 3, 4, 5, 6 and 8, and no building envelopes shall encroach upon the flood plain or slopes of twenty-five percent (25%) or greater.
- 5. Annexation of the Property.
 - 6. Execution of and full and timely performance of Annexation, Services and Development Agreement of even date herewith.
 - 7. Council approval and existence of a valid conditional use permit for PUD.
 - 8. Identification of a building envelope outside the flood plain, Avalanche Zone and the twenty-five percent slope line and with a driveway accessible thereto on Large Blocks 9 and 10. Receipt of a site specific avalanche study of Large Block 10 by an avalanche expert heretofore recognized by Ketchum.
 - 9. Delineation and dedication of a water tank site on Large Block 6.
 - 10. Delineation and dedication of all public streets and easements.
 - 11. Recordation with the Office of the Blaine County Recorder prior to the approval of any resubdivision plat or issuance of a building permit within any large block.
 - 12. Designation of the maximum allowable density and type of use for each large block.

- DMS
C.7
13. Delineation and dedication of pedestrian/~~equestrian~~ public easement from the intersection of North Bigwood Way and SH75 south to the location of the future highway underpass.
 14. Receipt of approval of the agreements between the Applicant and Alpenrose, Inc. regarding lease and management of the golf course.

III. Preliminary Plat of the Resubdivision of Large Block 1. In addition to the items shown on the preliminary plat thereof the following conditions shall be satisfied prior to final plat approval:

1. Council final plat approval of PUD Large Block Subdivision and recordation of PUD Large Block Subdivision Plat with the Office of the Blaine County Recorder, Hailey, Idaho.
2. Construct River Rock Road and cul de sac and install street signs.
3. Construct bicycle/equestrian paths and install signs.
4. Construct pedestrian/equestrian paths and install sign(s).
5. Designation of building envelopes on each lot outside flood plain.
6. Final construction plans to be approved by Ketchum and construction of water system, sewer system improvements in accordance with Annexation, Services and Development Agreement.
7. All notes, as shown on preliminary plat, to appear on final.
8. All easements, as shown on preliminary plat, to appear on final.
9. Annexation of the Property.
10. Execution of and performance of Annexation, Services and Development Agreement.
11. Council approval and existence of a valid conditional use permit for PUD.

12. Note to appear on final plat driveway accesses to homesites across equestrian/pedestrian easement shall be minimized.
13. Verification of the location of the mean high water mark of the Big Wood River and thereafter, any adjustment necessary in the final location of the fisherman's and the scenic easement.

IV. Preliminary Plat of the Resubdivision of Large Block 8

Conditions to be satisfied prior to final plat approval:

1. Final construction plans to be approved by Ketchum and construction of Latigo Lane and cul de sac and site grading of lots in accordance with Annexation, Services and Development Agreement.
2. Final construction plans to be approved by Ketchum and construction of water system, sewer system and improvements in accordance with Annexation, Services and Development Agreement.
3. All notes as shown on preliminary plat, to appear on final.
4. All easements, as shown on preliminary plat, to appear on final.
5. Annexation of the Property.
6. Execution of and full and timely performance of Annexation, Services and Development Agreement of even date herewith.
7. Council approval and existence of a valid conditional use permit for PUD.
8. Council final plat approval of PUD Large Block Subdivision and recordation thereof with the Office of the Blaine County Recorder, Hailey, Idaho.
9. Building envelopes to appear on final plat outside of twenty-five percent slope line.
10. Driveway plans to each building envelope to be approved by Council.

V. Conditions for Approval of the Preliminary Plat of the Resubdivision of Large Block 2

Conditions to be satisfied prior to final plat approval:

1. Compliance with the same conditions set forth in Section IV.
2. Approval by Ketchum of a street grading plan, road profiles and cross sections of temporary cul de sac, drainage plan and driveway plan location plan for North Bigwood Way at least from its intersection with SH75 to its intersection with Telemark Road together with approval of driveway plans to each building envelope proposed for the lots proposed for the resubdivisions of Large Block 2 and 3.
2. Final construction plans to be approved by Ketchum and construction of utilities, streets, temporary cul de sac public easements and all other improvements and amenities in accordance with Annexation, Services and Development Agreement.

VI. Future Resubdivision or Development of Large Blocks 3 through 7 and 19

not inconsistent with the Annexation Agreement
No conditions are placed thereon at this time because no application for subdivision or other necessary approvals have been made by the Applicant. At such time as applications are made conditions may be placed thereon by Ketchum and shall be deemed conditions placed under this Permit. Said applications shall be reviewed under the applicable ordinances then in effect and the Annexation, Services and Development Agreement.

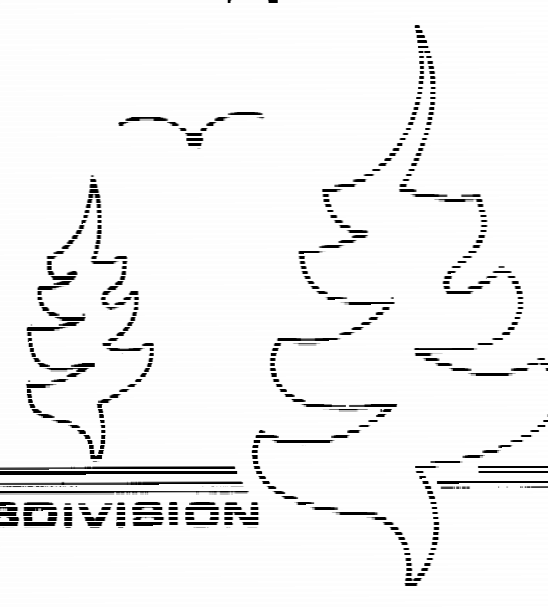


City of Ketchum

ATTACHMENT D



Bigwood



P.U.D.

SUBDIVISION

LOCATED IN

SW⁴SW⁴ SECTION 6, W²W² SECTION 7, T. 4 N., R. 18 E., B.M.

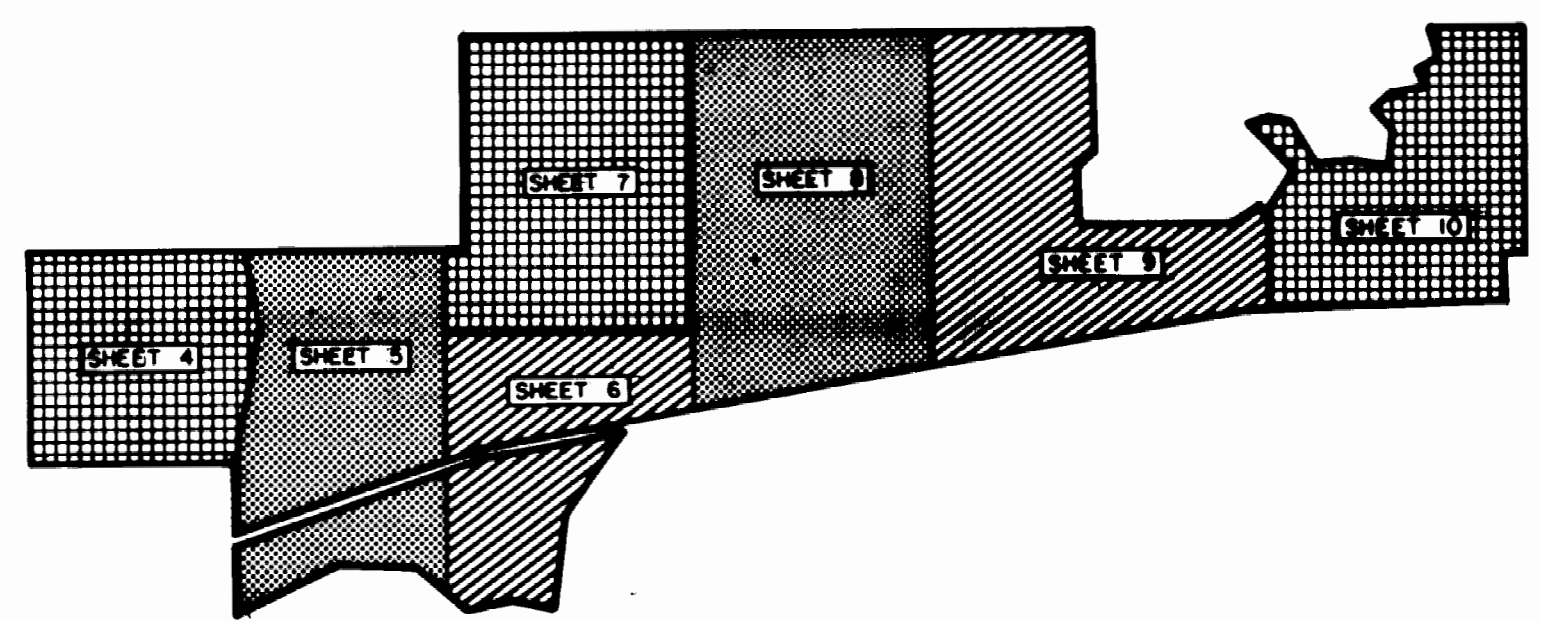
and

E²E² SECTION 12, SE⁴, SE⁴NE⁴ SECTION 1, T. 4 N., R. 17 E., B.M.

CITY OF KETCHUM ————— BLAINE COUNTY, IDAHO

1986

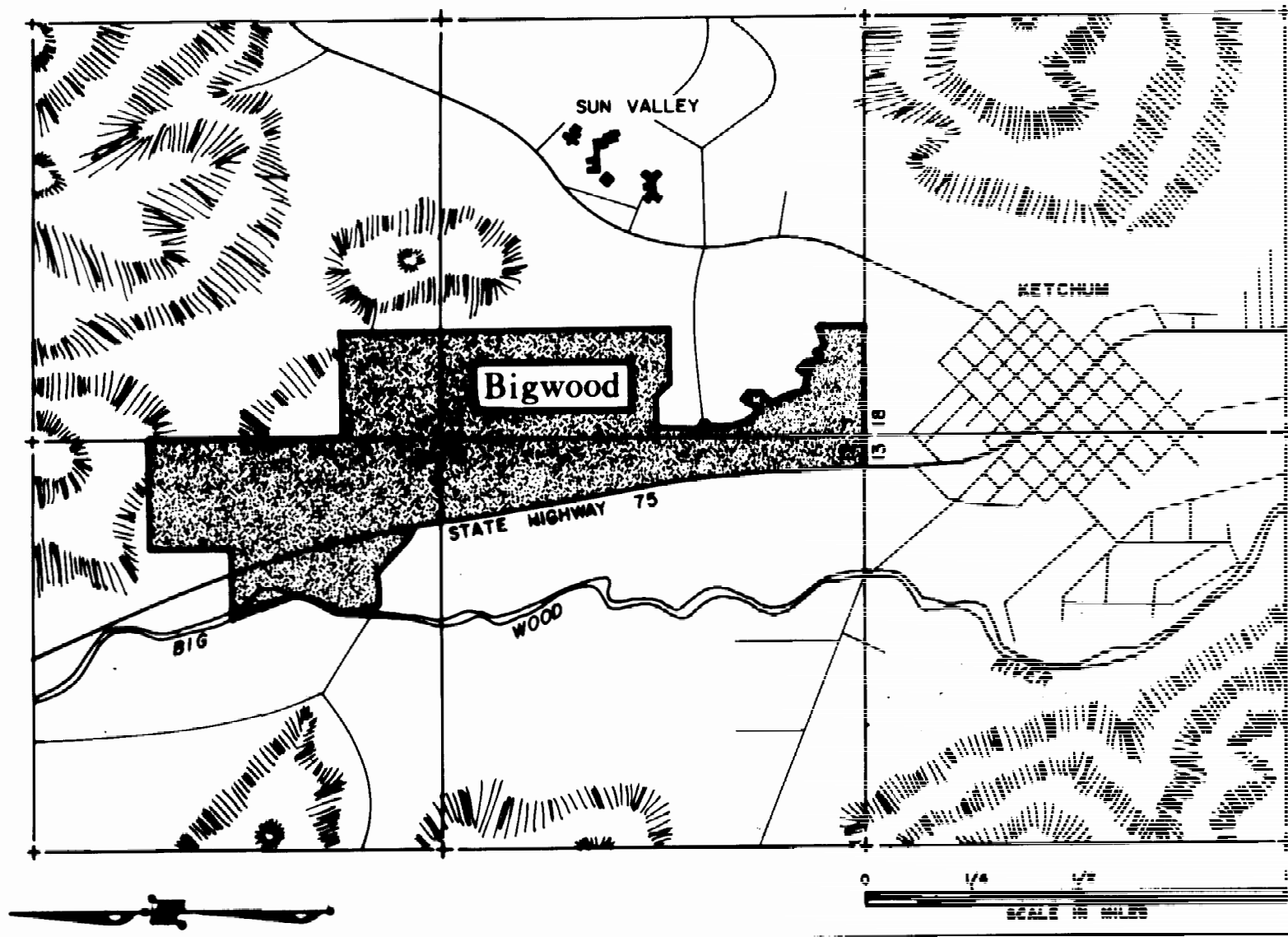
SHEET INDEX



LEGEND

PROPOSED ROAD LOCATION (NOT DEDICATED)	IRRIGATION EASEMENT
SECTION LINE	25% SLOPE LINE
SUBDIVISION BOUNDARY LINE	RED ZONE
BLOCK BOUNDARY LINE	BLUE ZONE
UTILITY EASEMENT	FLOOD PLAIN LINE (I.R.F.)
SEWER EASEMENT	SET BRASS CAP - INITIAL POINT
MULTI-USE EASEMENT	SET 5/8" X 30" REBAR & CAP
BIKE PATH EASEMENT	FOUND 1/2" REBAR - SET 5/8" X 30" REBAR & CAP
FISHERMEN'S & PEDESTRIAN EASEMENT	FOUND BRASS CAP
WATER TANK ACCESS EASEMENT	FOUND 5/8" REBAR
STREET CENTER LINE	FOUND STONE - SET IN CONCRETE
	POINT IN RIVER - NO MONUMENT SET

VICINITY SKETCH

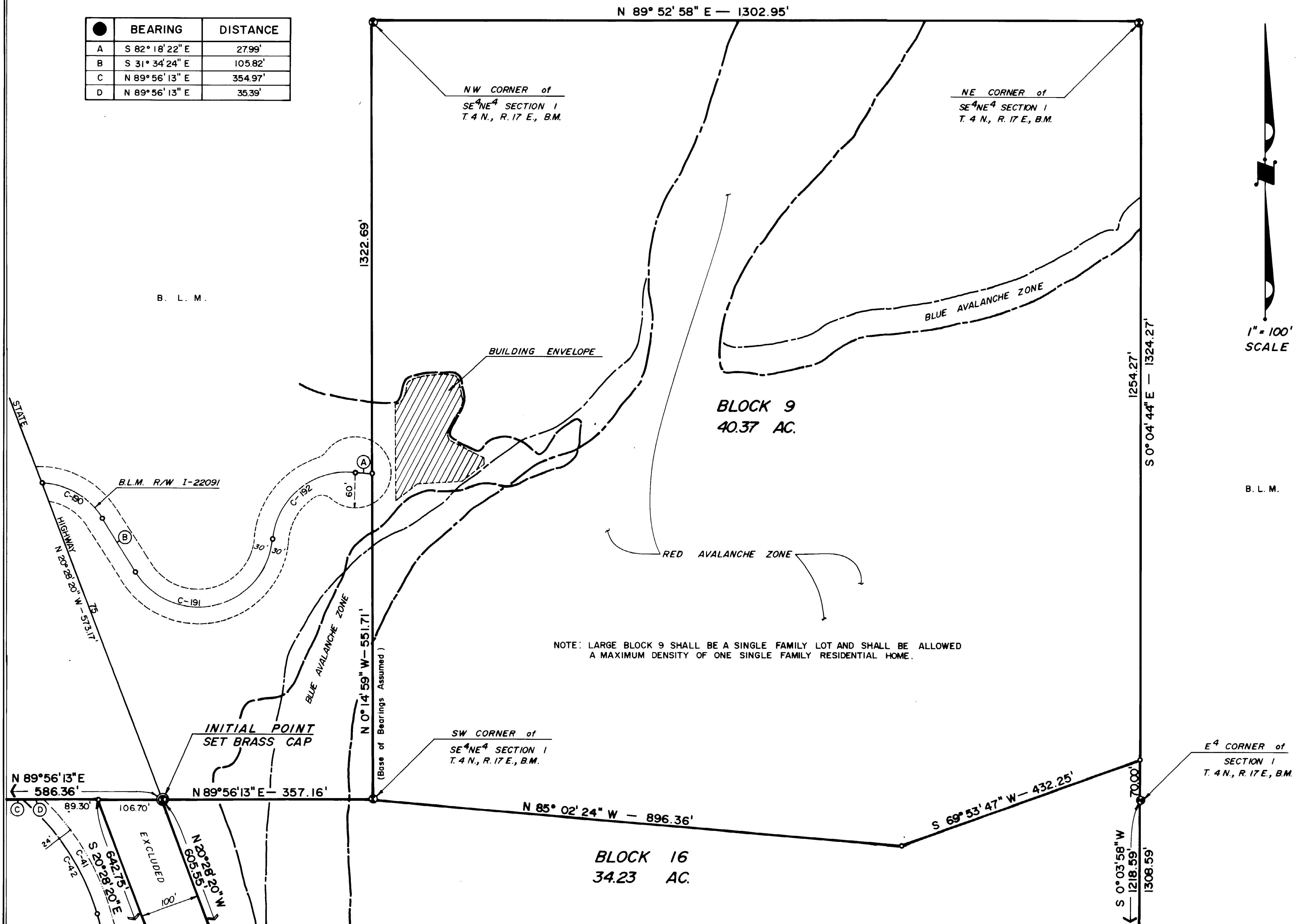


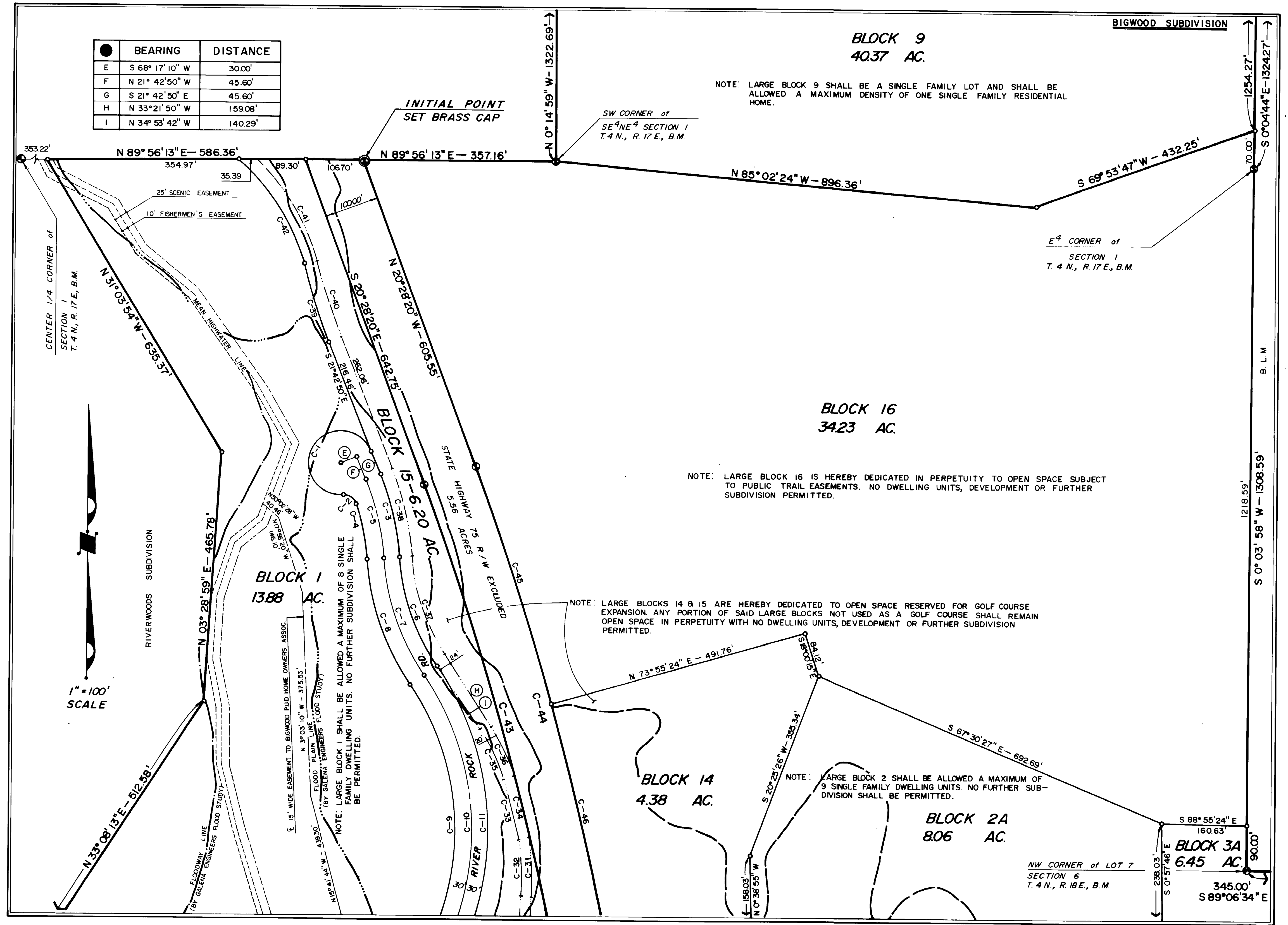
N O T E S

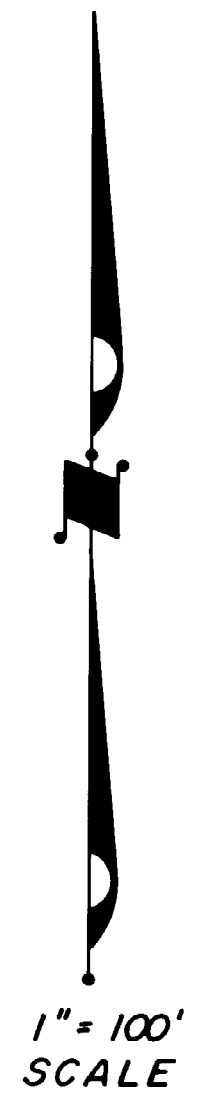
CURVE DATA					
CURVE	DELTA	RADIUS	ARC	CHORD	TAN.
C-1	251°54'34"	60.00	283.80	97.14	82.72
C-2	76°26'46"	25.00	33.36	30.94	19.68
C-3	17°17'34"	530.00	159.96	159.35	80.59
C-4	12°45'21"	4.70	104.64	104.42	52.54
C-5	17°17'34"	530.00	159.91	150.33	76.03
C-6	30°28'25"	405.22	215.42	212.99	110.36
C-7	30°28'25"	435.22	231.48	228.76	118.55
C-8	30°28'25"	465.22	247.44	244.53	126.72
C-9	63°46'23"	479.08	333.24	306.14	298.05
C-10	63°46'23"	509.08	366.64	337.84	316.71
C-11	63°46'23"	539.08	400.03	369.53	335.37
C-12	36°32'42"	232.48	161.04	158.32	83.37
C-13	36°32'42"	282.48	180.17	177.14	93.27
C-14	2°23'01"	312.48	13.00	13.00	6.50
C-15	34°08'41"	312.48	186.31	183.56	96.02
C-16	34°08'41"	142.91	136.71	131.55	74.09
C-17	54°48'38"	172.91	165.41	159.17	89.65
C-18	54°48'38"	202.91	194.11	186.79	105.20
C-19	12°53'18"	223.77	50.34	50.23	25.27
C-20	19°05'30"	253.77	84.56	84.17	42.67
C-21	15°03'31"	283.77	74.58	74.37	37.51
C-22	79°02'17"	25.00	34.49	31.82	20.62
C-23	89°01'36"	25.00	38.85	35.05	24.58
C-24	4°42'21"	424.57	34.87	34.86	17.43
C-25	16°24'11"	424.57	121.55	121.13	61.19
C-26	49°41'54"	43.42	37.66	36.49	20.11
C-27	10°11'07"	1932.46	343.92	343.07	172.21
C-28	10°11'07"	1952.46	347.08	346.62	174.00
C-29	26°14'51"	300.00	137.43	136.24	68.94
C-30	26°14'51"	280.00	128.27	127.15	63.28
C-31	19°51'48"	320.00	110.34	110.38	56.03
C-32	19°51'48"	300.00	104.00	103.48	52.53
C-33	1°09'57"	5665.16	114.87	114.87	57.44
C-34	1°09'57"	5665.16	115.28	115.28	57.64
C-35	20°08'45"	300.00	103.48	104.94	53.29
C-36	18°36'54"	320.00	103.97	103.51	52.44
C-37	28°56'34"	381.25	192.57	190.53	98.39
C-38	17°17'34"	554.00	167.20	166.57	84.24
C-39	5°42'59"	1526.89	152.34	152.28	76.24
C-40	5°42'59"	1502.89	149.95	149.89	75.04
C-41	29°34'49"	424.00	218.90	216.92	111.95
C-42	33°11'57"	400.00	231.77	228.54	118.24
C-43	10°41'23"	5665.16	109.85	109.82	53.01
C-44	10°41'23"	5765.16	107.61	107.40	53.93
C-45	4°34'58"	5765.16	461.12	461.00	230.68
C-46	4°34'58"	5765.16	459.83	459.71	230.04
C-47	0°32'39"	5765.16	54.76	54.76	27.38
C-48	0°32'39"	5765.16	54.76	54.76	27.38
C-49	0°26'55"	5765.16	45.13	45.13	22.57
C-50	89°27'21"	25.00	39.03	35.19	24.76
C-51	89°27'21"	25.00	39.03	35.18	24.76
C-52	14°36'53"	570.00	145.39	145.00	73.09
C-53	37°51'32"	600.00	386.46	388.28	205.77
C-54	11°56'08"	630.00	131.24	131.00	65.86
C-55	25°55'24"	630.00	285.04	282.62	145.00
C-56	37°40'11"	370.00	243.26	238.90	126.21
C-57	37°40'11"	400.00	262.98	258.27	136.44
C-58	37°40'11"	430.00	282.71	277.64	146.68
C-59	12°24'42"	35.00	208.48	185.02	185.39
C-60	11°53'10"	125.00	254.31	212.67	202.87
C-61	99°54'59"	155.00	239.48	230.22	171.89
C-62	9°10'02"	125.00	20.00	19.98	10.02
C-63	91°27'38"	25.00	39.31	35.80	25.65
C-64	51°10'45"	170.38	152.19	147.18	81.59
C-65	70°25'58"	25.00	30.73	28.63	17.65
C-66	38°28'31"	200.38	134.61	132.10	69.96
C-67	49°40'47"	25.00	21.68	21.00	11.57
C-68	49°40'47"	25.00	21.68	21.00	11.57
C-69	27°21'35"	60.00	292.54	276.5	50.92
C-70	13°56'57"	280.00	68.17	68.00	34.25
C-71	45°36'59"	250.00	199.04	193.82	105.13
C-72	31°40'03"	280.00	154.76	152.78	79.41
C-73	10°58'08"	156.71	30.05	30.00	15.07
C-74	43°19'45"	220.00	166.37	162.44	87.39
C-75	85°54'01"	96.71	144.98	131.78	90.02
C-76	85°54'01"	126.71	189.96	172.66	117.95
C-77	74°54'52"	156.71	204.89	190.61	120.06
C-78	39°39'23"	153.00	108.18	106.00	56.40
C-79	97°08'18"	125.00	211.92	187.44	141.63
C-80	110°46'36"	95.00	183.67	156.37	137.65
C-81	39°20'37"	155.00	106.43	104.36	55.41
C-82	73°56'56"	25.00	32.27	30.07	18.82
C-83	72°42'50"	25.00	31.73	29.64	18.40
C-84	46°47'49"	170.00	138.85	135.02	73.56
C-85	47°36'44"	140.00	116.34	113.02	61.77
C-86	45°51'31"	110.00	88.04	85.71	46.53
C-87	80°17'33"	630.00	91.18	91.10	45.67
C-88	80°17'33"	600.00	86.84	86.78	43.50
C-89	80°17'33"	570.00	82.50	82.44	41.32
C-90	80°17'33"	540.00	78.16	78.10	39.14
C-91	80°17'33"	510.00	73.82	73.76	36.96
C-92	80°17'33"	480.00	69.48	69.42	34.78
C-93	80°17'33"	450.00	65.14	65.08	32.60
C-94	80°17'33"	420.00	60.80	60.74	30.42
C-95	80°17'33"	390.00	56.46	56.40	28.24
C-96	80°17'33"	360.00	52.12	52.06	26.06
C-97	80°17'33"	330.00	47.78	47.72	23.88
C-98	80°17'33"	300.00	43.44	43.38	21.70
C-99	80°17'33"	270.00	39.10	39.04	19.52
C-100	80°17'33"	240.00	34.76	34.70	17.34

CURVE DATA						
CURVE	DELTA	RADIUS	ARC	CHORD	TAN.	L.C.B.
C-101	102°23'43"	25.00	44.68	38.87	31.28	S 41°37'58"E
C-102	49°40'47"	25.00	21.68	21.00	11.87	S 34°48'18"W
C-103	265°02'08"	60.00	277.54	88.45	85.04	S 73°16'22"E
C-104	14°19'28"	60.00	15.00	14.88	7.84	N 32°57'06"W
C-105	49°40'47"	25.00	21.68	21.00	11.87	N 15°16'28"E
C-106	78°45'34"	200.00	316.16	291.85	188.78	S 47°47'38"W
C-107	78°45'34"	200.00	274.92	253.78	164.16	S 47°47'38"W
C-108	78°45'34"	170.00	233.68	215.72	139.54	S 47°47'38"W
C-109	9°57'30"	503.52	87.48	87.37	43.85	S 3°55'54"E
C-110	10°22'23"	503.52	91.12	91.00	45.89	S 6°44'03"E
C-111	20°19'54"	533.32	189.25	188.26	95.63	S 1°45'18"E
C-112	20°19'54"	563.32	199.90	198.85	101.01	S 1°45'18"E
C-113	16°22'41"	770.00	221.67	220.91	111.61	S 3°40'24"E
C-114	16°22'41"	800.00	230.31	229.51	113.86	S 3°40'24"E
C-115	16°22'41"	830.00	238.95	236.12	115.82	S 3°40'24"E
C-116	11°06'08"	570.00	110.45	110.28	55.40	S 0°28'38"E
C-117	11°06'08"	600.00	116.26	116.08	58.31	S 0°28'38"E
C-118	11°06'08"	630.00	122.07	121.88	61.23	S 0°28'38"E
C-119	49°40'47"	25.00	21.68	21.00	11.87	N 31°53'00"E
C-120	49°40'47"	25.00	21.68	21.00	11.87	S 17°47'48"W
C-121	54°33'33"	60.00	57.13	55.00	30.94	S 15°21'25"W
C-122	224°48'01"	60.00	235.41	110.95	145.57	N 55°40'37"E
C-123	9°19'02"	1030.00	167.50	167.31	83.93	S 2°23'05"E
C-124	9°19'02"	1000.00	162.62	162.44	81.49	S 2°23'05"E
C-125	9°19'02"	970.00	157.74	157.57	79.04	S 2°23'05"E
C-126	90°00'00"	25.00	39.27	35.36	25.00	N 35°13'03"E
C-127	90°00'00"	25.00	39.27	35.36	25.00	S 54°46'57"E
C-128	37°43'11"	170.00	111.92	109.91	58.07	S 80°55'22"E
C-129	37°43'11"	200.00	131.67	129.30	68.32	S 80°55'22"E
C-130	16°14'48"	230.00	65.28	65.00	32.83	N 88°20'27"E
C-131	21°28'25"	230.00	86.20	85.70	43.61	S 72°47'58"E
C-132	37°30'02"	170.00	111.27	109.29	57.71	S 80°48'47"E
C-133	37°30'02"	200.00	130.80	128.58	67.82	S 80°48'47"E
C-134	37°30'02"	230.00	150.54	147.86	78.08	S 80°48'47"E
C-135	86°57'54"	25.00	37.92	34.41	23.71	N 36°57'15"E
C-136	93°02'06"	25.00	40.59	36.28	25.36	N 53°02'45"W
C-137	1°04'54"	180.00	3.40	3.40	1.70	N 80°58'38"E
C-138	79°14'40"	25.00	34.58	31.89	20.70	N 41°53'47"E
C-139	18°14'46"	150.00	47.77	47.57	24.09	N 89°33'35"E
C-140	69°30'53"	25.00	30.33	28.51	17.35	S 32°29'00"E
C-141	43°24'31"	180.00	136.37	133.13	71.65	S 45°32'11"E
C-142	65°26'34"	150.00	171.33	162.17	96.38	S 48°35'45"E
C-143	83°41'20"	120.00	175.28	160.11	107.46	S 57°43'08"E
C-144	7°57'28"	180.00	25.00	24.98	12.52	S 19°51'12"E
C-145	30°04'30"	380.00	199.46	197.18	102.08	S 0°50'13"E
C-146	30°04'30"	350.00	183.72	181.62	94.03	S 0°50'13"E
C-147	30°04'30"	320.00	167.99	166.05	85.97	S 0°50'13"E
C-148	10°47'56"	530.00	99.89	99.74	50.09	S 8°48'04"W
C-149	10°47'56"	500.00	94.24	94.10	47.26	S 8°48'04"W
C-150	10°47'56"	470.00	88.58	88.45	44.42	S 8°48'04"W
C-151	2°40'45"	420.00	19.64	19.64	9.82	S 2°03'44"E
C-152	27°07'21"	420.00	198.82	196.97	101.31	S 12°50'18"E
C-153	29°48'06"	450.00	234.06	231.43	119.74	S 11°52'57"E
C-154	29°48'06"	480.00	249.67	246.86	127.73	S 11°52'57"E
C-155	49°40'47"	25.00	21.68	21.00	11.87	S 51°14'25"E
C-156	49°40'47"	25.00	21.68	21.00	11.87	S 1°33'36"E
C-157	113°17'41"	60.00	118.64	100.24	91.16	S 33°22'03"E
C-158	166°03'54"	60.00	173.90	119.11	490.96	N 6°57'10"E
C-159	252°53'43"	60.00	264.83	96.53	81.24	N 87°33'16"E
C-160	72°53'43"	25.00	31.81	29.70	18.46	S 2°26'44"E
C-161	2°56'01"	600.87	30.76	30.76	15.39	N 79°43'11"W
C-162	7°46'27"	383.50	52.04	52.00	26.06	S 16°29'52"E
C-163	13°58'21"	557.58	135.97	135.64	68.33	N 28°10'56"W
C-164	13°58'19"	497.58	121.34	121.04	60.97	S 28°10'57"E
C-165	23°14'38"	570.00	231.24	229.66	117.23	S 74°32'18"E
C-166	23°23'38"	140.38	62.21	61.70	31.68	N 71°10'25"E
C-167	3°40'24"	140.38	9.00	9.00	4.50	N 56°38'27"E
C-168	14°13'34"	230.00	57.11	56.96	28.70	S 52°28'26"E
C-169	37°58'05"	444.97	294.87	289.50	153.08	S 82°45'48"W
C-170	16°17'29"	531.97	151.26	150.75	76.14	S 71°55'28"E
C-171	37°58'05"	404.97	268.36	263.48	139.32	S 82°45'48"W
C-172	16°17'29"	571.97	162.63	162.08	81.87	S 71°55'28"E
C-173	33°55'26"	364.97	216.09	212.95	111.32	S 84°47'04"W
C-174	4°02'39"	384.97	25.76	25.76	12.89	S 63°48'03"E
C-175	7°59'06"	611.97	85.23	85.22	42.71	S 67°46'17"W
C-176	8°18'23"	611.97	88.72	88.64	44.44	S 75°55'01"E
C-177	83°53'46"	30.00	43.23	40.11	26.96	S 38°07'20"W
C-178	84°43'08"	30.00	49.59	44.14	32.58	N 52°34'17"E
C-179	73°04'04"	25.00	31.88	29.76	18.58	N 71°42'08"E
C-180	102°59'25"	25.00	44.94	39.13	31.42	S 16°19'38"W
C-181	0°26'37"	5780.00	44.75	44.75	22.38	N 3°36'15"W
C-182	0°39'56"	5780.00	67.15	67.15	33.58	N 4°09'31"W
C-183	0°43'16"	5780.00	72.75	72.75	36.58	N 4°51'08"W
C-184	4°34'11"	5780.00	460.89	460.87	230.62	N 7°29'51"E
C-185	6°24'01"	5780.00	645.65	645.31	323.16	N 6°34'57"W
C-186	3°13'22"	652.87	34.92	34.92	17.47	N 79°21'52"E
C-187	39°30'22"	175.00	120.66	118.29	62.84	N 80°51'44"E
C-188	119°30'41"	125.00	260.73	215.27	214.39	S 38°37'44"E
C-189	20°07'36"	287.04	79.76	79.35	40.25	S 10°03'44"W
C-190	55°19'14"	123.00	120.69	116.06	65.52	S 59°14'01"E
C-191	143°37'30"	123.00	313.34	237.51	380.47	N 76°36'51"E
C-192	92°53'33"	123.00	202.66	181.18	131.48	N 51°14'32"E
C-193	6°35'44"	424.57	51.34	51.31	25.70	S 65°24'45"E
C-194	7°10'36"	424.57	53.18	53.14	26.62	S 58°21'35"E
C-195	33°12'52"	424.57	260.94	256.86	134.74	N 67°40'22"W
C-196	28°49'13"	15500	80.67	79.76	41.27	N 10°04'26"E
C-197	2°17'14"	220.00	8.78	8.78	4.39	N 24°00'25"E
C-198	31°26'36"	153.00	85.06	84.00	43.63	S 11°18'36"W
C-199	24°9'56"	237.67	11.75	11.75	5.88	S 0°49'36"E
C-200	19°53'43"	237.67	82.33	82.12	41.68	N 78°21'21"E
C-201	32°09'21"	180.00	104.94	100.20	52.16	S 83°24'07"E

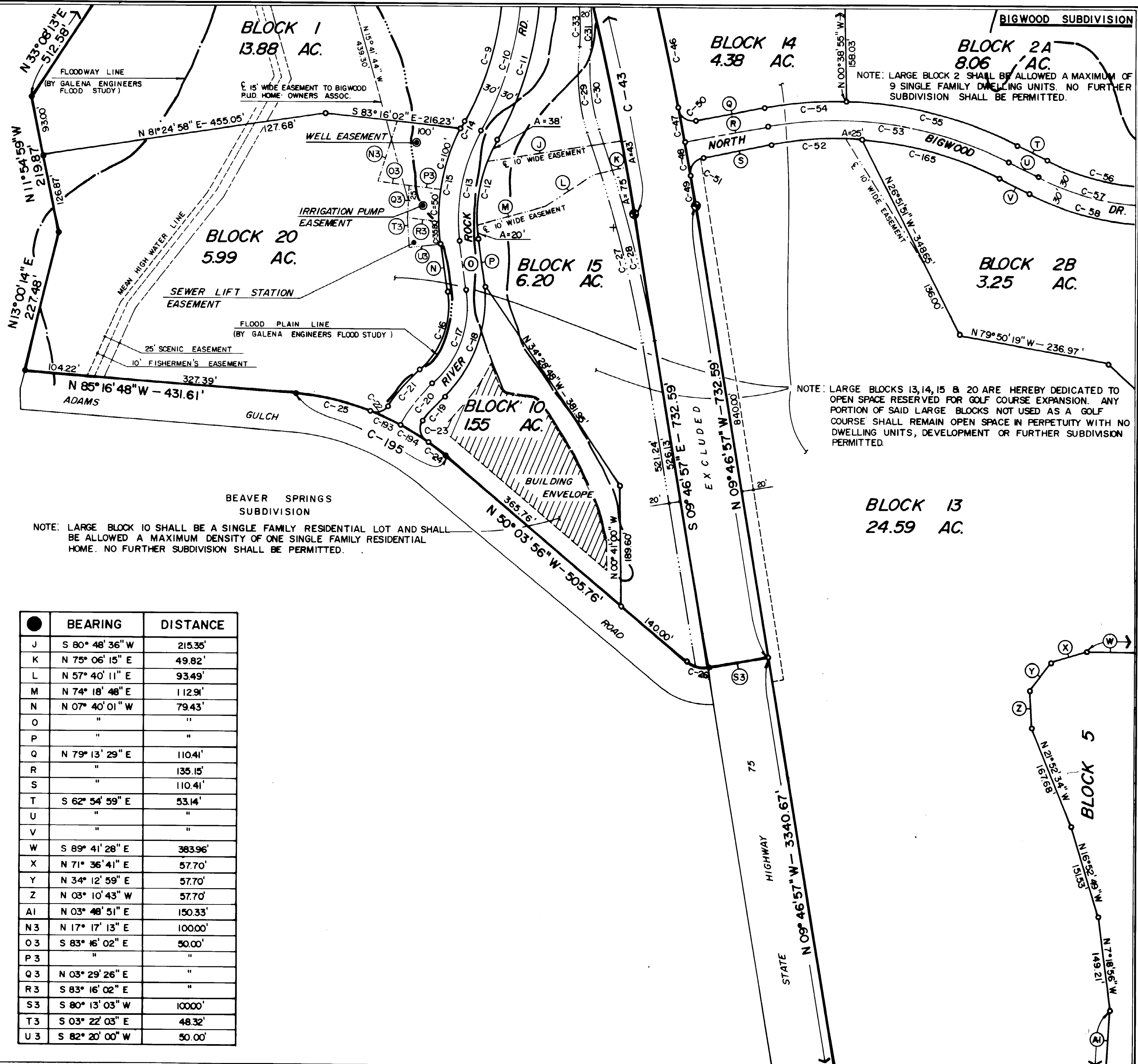
●	BEARING	DISTANCE
A	S 82° 18' 22" E	27.99'
B	S 31° 34' 24" E	105.82'
C	N 89° 56' 13" E	354.97'
D	N 89° 56' 13" E	35.39'







RIVERWOOD
SUBDIVISION

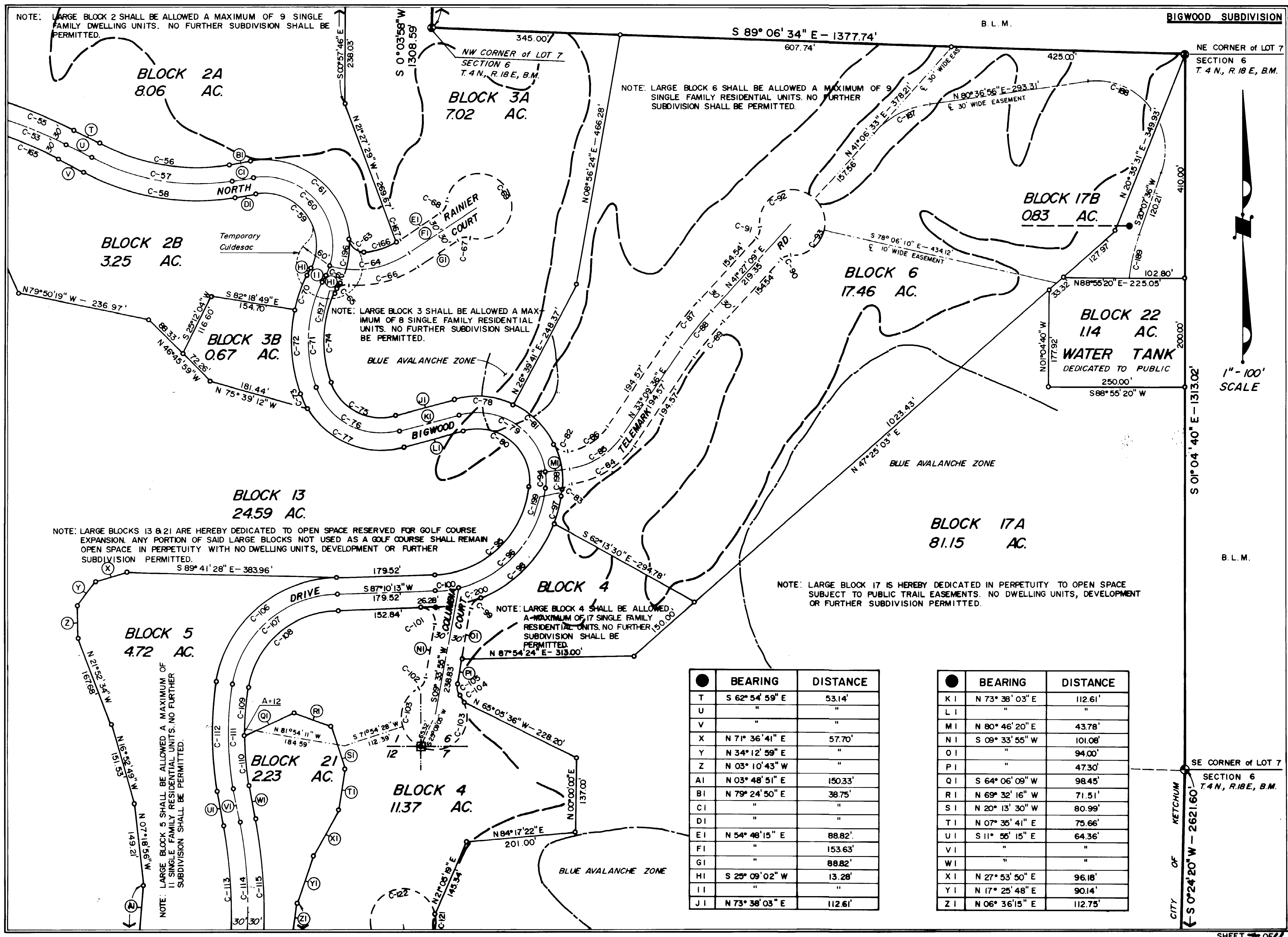


NOTE: LARGE BLOCK 10 SHALL BE A SINGLE FAMILY RESIDENTIAL LOT AND SHALL BE ALLOWED A MAXIMUM DENSITY OF ONE SINGLE FAMILY RESIDENTIAL HOME. NO FURTHER SUBDIVISION SHALL BE PERMITTED.

NOTE: LARGE BLOCKS 13, 14, 15 & 20 ARE HEREBY DEDICATED TO OPEN SPACE RESERVED FOR GOLF COURSE EXPANSION. ANY PORTION OF SAID LARGE BLOCKS NOT USED AS A GOLF COURSE SHALL REMAIN OPEN SPACE IN PERPETUITY WITH NO DWELLING UNITS, DEVELOPMENT OR FURTHER SUBDIVISION PERMITTED.

BLOCK 13
24.59 AC.

●	BEARING	DISTANCE
J	S 80° 48' 36" W	215.35'
K	N 75° 06' 15" E	49.82'
L	N 57° 40' 11" E	93.49'
M	N 74° 18' 48" E	112.91'
N	N 07° 40' 01" W	79.43'
O	"	"
P	"	"
Q	N 79° 13' 29" E	110.41'
R	"	135.15'
S	"	110.41'
T	S 62° 54' 59" E	53.14'
U	"	"
V	"	"
W	S 89° 41' 28" E	383.96'
X	N 71° 36' 41" E	57.70'
Y	N 34° 12' 59" E	57.70'
Z	N 03° 10' 43" W	57.70'
AI	N 03° 48' 51" E	150.33'
N3	N 17° 17' 13" E	100.00'
O3	S 83° 16' 02" E	50.00'
P3	"	"
Q3	N 03° 29' 26" E	"
R3	S 83° 16' 02" E	"
S3	S 80° 13' 03" W	100.00'
T3	S 03° 22' 03" E	48.32'
U3	S 82° 20' 00" W	50.00'



NOTE: LARGE BLOCK 2 SHALL BE ALLOWED A MAXIMUM OF 9 SINGLE FAMILY DWELLING UNITS. NO FURTHER SUBDIVISION SHALL BE PERMITTED.

NOTE: LARGE BLOCK 6 SHALL BE ALLOWED A MAXIMUM OF 9 SINGLE FAMILY RESIDENTIAL UNITS. NO FURTHER SUBDIVISION SHALL BE PERMITTED.

NOTE: LARGE BLOCK 3 SHALL BE ALLOWED A MAXIMUM OF 8 SINGLE FAMILY RESIDENTIAL UNITS. NO FURTHER SUBDIVISION SHALL BE PERMITTED.

NOTE: LARGE BLOCKS 13 & 21 ARE HEREBY DEDICATED TO OPEN SPACE RESERVED FOR GOLF COURSE EXPANSION. ANY PORTION OF SAID LARGE BLOCKS NOT USED AS A GOLF COURSE SHALL REMAIN OPEN SPACE IN PERPETUITY WITH NO DWELLING UNITS, DEVELOPMENT OR FURTHER SUBDIVISION PERMITTED.

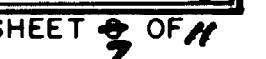
NOTE: LARGE BLOCK 4 SHALL BE ALLOWED A MAXIMUM OF 17 SINGLE FAMILY RESIDENTIAL UNITS. NO FURTHER SUBDIVISION SHALL BE PERMITTED.

NOTE: LARGE BLOCK 17 IS HEREBY DEDICATED IN PERPETUITY TO OPEN SPACE SUBJECT TO PUBLIC TRAIL EASEMENTS. NO DWELLING UNITS, DEVELOPMENT OR FURTHER SUBDIVISION PERMITTED.

NOTE: LARGE BLOCK 5 SHALL BE ALLOWED A MAXIMUM OF 11 SINGLE FAMILY RESIDENTIAL UNITS. NO FURTHER SUBDIVISION SHALL BE PERMITTED.

●	BEARING	DISTANCE
T	S 62° 54' 59" E	53.14'
U	"	"
V	"	"
X	N 71° 36' 41" E	57.70'
Y	N 34° 12' 59" E	"
Z	N 03° 10' 43" W	"
A1	N 03° 48' 51" E	150.33'
B1	N 79° 24' 50" E	38.75'
C1	"	"
D1	"	"
E1	N 54° 46' 15" E	88.82'
F1	"	153.63'
G1	"	88.82'
H1	S 25° 09' 02" W	13.28'
I1	"	"
J1	N 73° 38' 03" E	112.61'

●	BEARING	DISTANCE
K1	N 73° 38' 03" E	112.61'
L1	"	"
M1	N 80° 46' 20" E	43.78'
N1	S 09° 33' 55" W	101.06'
O1	"	94.00'
P1	"	47.30'
Q1	S 64° 06' 09" W	98.45'
R1	N 69° 32' 16" W	71.51'
S1	N 20° 13' 30" W	80.99'
T1	N 07° 35' 41" E	75.66'
U1	S 11° 55' 15" E	64.36'
V1	"	"
W1	"	"
X1	N 27° 53' 50" E	96.18'
Y1	N 17° 25' 48" E	90.14'
Z1	N 06° 36' 15" E	112.75'



BIGWOOD
SUBDIVISION



1" = 100'
SCALE

BLOCK 17A
81.15 AC.

NOTE: LARGE BLOCK 17 IS HEREBY DEDICATED IN PERPETUITY TO OPEN SPACE SUBJECT TO PUBLIC TRAIL EASEMENTS. NO DWELLING UNITS, DEVELOPMENT OR FURTHER SUBDIVISION PERMITTED.

BLOCK 8
7.16 AC.

NOTE: LARGE BLOCK 8 SHALL BE A MAXIMUM OF SEVEN DUPLEX LOTS. NO FURTHER SUBDIVISION SHALL BE PERMITTED.

BLOCK 7
11.88 AC.

NOTE: LARGE BLOCK 7 SHALL BE ALLOWED A MAXIMUM OF 136 MULTIPLE DWELLING UNITS FOR SHORT TERM OCCUPANCY USE.

BLOCK 12
26.17 AC.

NOTE: LARGE BLOCKS 11 & 12 ARE HEREBY DEDICATED TO OPEN SPACE RESERVED FOR GOLF COURSE EXPANSION. ANY PORTION OF SAID LARGE BLOCKS NOT USED AS A GOLF COURSE SHALL REMAIN OPEN SPACE IN PERPETUITY WITH NO DWELLING UNITS, DEVELOPMENT OR FURTHER SUBDIVISION PERMITTED.

BLOCK 11

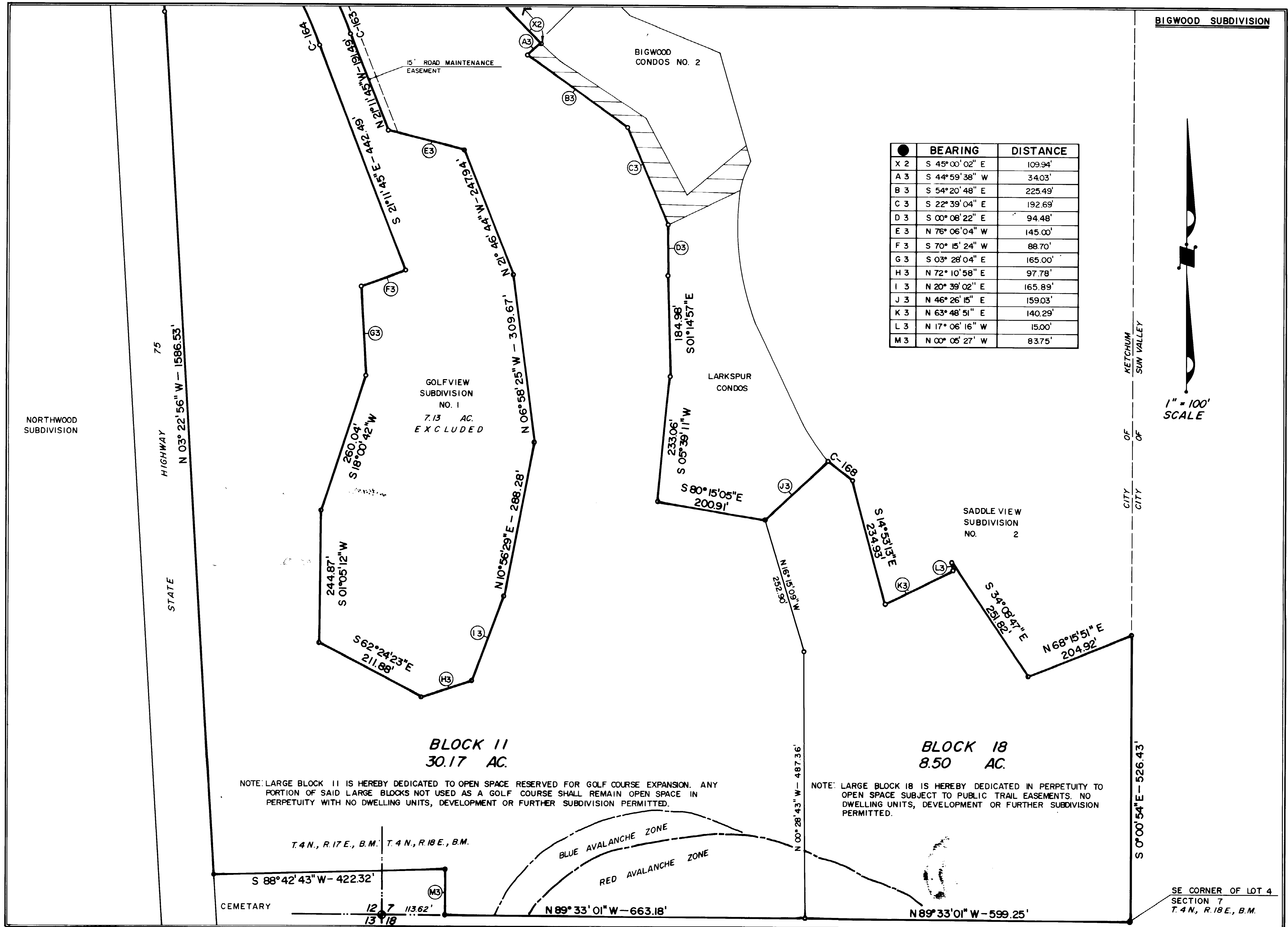
BIGWOOD
CONDOS
NO. 1

STONE
HILL
CONDOS

SADDLE VIEW SUBDIVISION NO. 3

●	BEARING	DISTANCE
H 2	N 74° 45' 18" E	69.37'
I 2	N 51° 06' 25" E	30.00'
J 2	N 35° 08' 35" W	69.03'
P 2	S 80° 04' 12" W	42.52'
Q 2	"	78.86'
R 2	"	55.78'
S 2	S 35° 10' 06" E	62.78'
T 2	N 35° 10' 06" W	38.35'
U 2	S 00° 05' 46" E	20.24'
V 2	S 11° 44' 49" W	20.00'
W 2	"	40.00'
X 2	S 45° 00' 02" E	10994'
V 3	S 00° 03' 39" E	7.20'

KETCHUM
CITY
OF
SUN VALLEY



CERTIFICATE OF OWNERS

This is to certify that the undersigned are the owners, or representatives of owners, in fee simple of the following described property, located in Section 6, Section 7, Township 4 North, Range 18 East, Boise Meridian and Section 12, Section 1, Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho. Said property more specifically described as follows:

Commencing at the center quarter corner of Section 1, Township 4 North, Range 17 East, Boise Meridian.

Thence N 89°56'13" E, 939.58' to the INITIAL POINT.

Thence N 89°56'13" E, 357.16'	Thence N 00°14'59" W, 1322.69'	Thence N 89°52'58" E, 1302.95'
Thence S 00°04'44" E, 1324.27'	Thence S 00°03'58" W, 1308.59'	Thence S 89°06'34" E, 1377.74'
Thence S 01°04'40" E, 1313.02'	Thence S 00°24'20" W, 2621.60'	Thence S 89°34'31" W, 812.51'
Thence N 35°08'35" W, 69.03'	Thence S 00°03'39" E, 7.20'	Thence S 89°59'07" W, 405.50'
Thence S 00°05'46" E, 817.32'	Thence along a curve C-186	Thence S 11°44'49" W, 60.00'
Thence S 43°02'00" E, 200.04'	Thence S 45°00'02" E, 109.94'	Thence S 44°59'38" W, 34.03'
Thence S 54°20'48" E, 225.49'	Thence S 22°39'04" E, 192.69'	Thence S 00°08'22" E, 94.48'
Thence S 01°14'57" E, 184.98'	Thence S 05°39'11" W, 233.06'	Thence S 80°15'05" E, 200.91'
Thence N 46°26'15" E, 159.03'	Thence along a curve C-168	Thence S 14°53'13" E, 234.93'
Thence N 63°48'51" E, 140.29'	Thence N 17°06'16" W, 15.01'	Thence S 34°08'47" E, 251.82'
Thence N 68°15'51" E, 204.92'	Thence S 00°00'54" E, 526.43'	Thence N 89°33'01" W, 1262.43'
Thence N 00°05'27" W, 83.75'	Thence S 88°42'43" W, 422.32'	Thence N 03°22'56" W, 1586.53'
Thence along a curve C-185	Thence N 09°46'57" W, 3340.67'	Thence S 80°13'03" W, 100.00'
Thence along a curve C-26	Thence N 50°03'56" W, 505.76'	Thence along a curve C-195
Thence N 85°16'48" W, 431.61'	Thence N 13°00'14" E, 227.48'	Thence N 11°54'59" W, 219.87'
Thence N 33°08'13" E, 512.58'	Thence N 03°28'59" E, 465.78'	Thence N 31°03'54" W, 635.37'
Thence N 89°56'13" E, 586.36' to the INITIAL POINT.		

Excluding: All that portion of the above described Parcel lying within the State Highway 75 Right-of-Way.

Excluding: Golfview Subdivision No. 1.

The gross area contained in this platted land as described is 367.35 Acres.

It is the intention of the undersigned to, and they do hereby include said land in this plat, that the undersigned by these presents certify that the streets and Block 22 shown hereon are dedicated to the use of the public forever and that the easements shown hereon are granted to the public with the right to use said easements for their intended purposes forever. No structure other than for such utility and other designated uses are to be erected within the lines of said easement. Protective Covenants governing this Subdivision are recorded under County Recorder Instrument No. 270982

RIVER ROCK LTD.
BY NEILSEN, MONROE, INC.

David M. Sellgren

DAVID M. SELLGREN — PRESIDENT of Neilsen, Monroe, Inc.

Paul S. Street
PAUL S. STREET — ASSISTANT SECRETARY of Neilsen, Monroe, Inc.

IN WITNESS WHEREOF, as holders of security interests we hereby subscribe to the foregoing owner's certificate, and hereunto set our hand this 6 day of February, 1986.

Carl Sauls
The City of Ketchum

First Security Bank of Idaho, N.A. by Paul S. Street - attorney-in-fact
First Security Bank of Idaho, N.A. by Paul S. Street — Attorney in Fact

Fern (Martha F.) Sellgren, Trustee of the Sellgren Family Trust by Paul S. Street - attorney-in-fact
Fern (Martha F.) Sellgren, Trustee of the Sellgren Family Trust by Paul S. Street — Attorney in Fact

Kenneth Miller D.D.S. Pension Trust by Paul S. Street - attorney-in-fact
Kenneth Miller D.D.S. Pension Trust by Paul S. Street — Attorney in Fact

Carl Sauls, Trustee for the Urologic Surgeons Ltd., Profit Sharing, Plan and Trust, Segregated Account of Carl Sauls by Paul S. Street - attorney-in-fact
Carl Sauls, Trustee for the Urologic Surgeons Ltd., Profit Sharing, Plan and Trust, Segregated Account of Carl Sauls by Paul S. Street — Attorney in Fact

Charles McCuskey Jr., Trustee for the McCuskey & Lieb Ltd., Profit Sharing, Plan and Trust, Segregated Account of Charles McCuskey Jr. by Paul S. Street - attorney-in-fact
Charles McCuskey Jr., Trustee for the McCuskey & Lieb Ltd., Profit Sharing, Plan and Trust, Segregated Account of Charles McCuskey Jr. by Paul S. Street — Attorney in Fact

Robert Myles and David Roberts, Trustees for the Myles and Roberts Pension Plan by Paul S. Street - attorney-in-fact
Robert Myles and David Roberts, Trustees for the Myles and Roberts Pension Plan by Paul S. Street — Attorney in Fact

Carl Sauls, Charles McCuskey, Myles and Roberts, A Professional Corporation Pension Plan, William Ceccarelli
Carl Sauls, Charles McCuskey, Myles and Roberts, A Professional Corporation Pension Plan, William Ceccarelli

1981 Trust, William Blackwell by Paul S. Street - attorney-in-fact
Carl Sauls, Charles McCuskey, Myles and Roberts, A Professional Corporation Pension Plan, William Ceccarelli 1981 Trust, William Blackwell by Paul S. Street — Attorney in Fact

Robert A. & Patricia D. Gwinner by Paul S. Street - attorney-in-fact
Robert A. & Patricia D. Gwinner by Paul S. Street — Attorney in Fact

William A. Sellgren, Trustee of the Sellgren Family Trust by Paul S. Street - attorney-in-fact
William A. Sellgren, Trustee of the Sellgren Family Trust by Paul S. Street — Attorney in Fact.

ACKNOWLEDGEMENT

STATE OF California) ss
COUNTY OF San Diego

On this 13th day of January, 1986, before me, the undersigned, a Notary Public in and for said State personally appeared David M. Sellgren known to me to be the President of Neilsen, Monroe, Inc. known to me to be a General Partner in the partnership of River Rock Ltd. and acknowledged to me that the partnership executed the same.

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

Mary Jo Koll

Notary Public for

Residing at 3830 Park Blvd
San Diego Ca 92103



ACKNOWLEDGEMENT

STATE OF Idaho) ss
COUNTY OF Ada

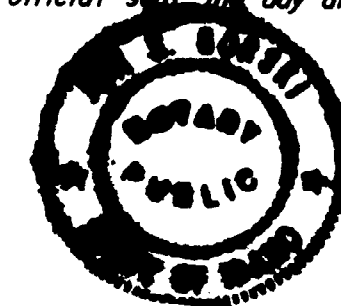
On this 14th day of February, 1986, before me, the undersigned, a Notary Public in and for said State personally appeared Paul S. Street known to me to be the Assistant Secretary of Neilsen, Monroe, Inc. known to me to be a General Partner in the partnership of River Rock Ltd. and acknowledged to me that the partnership executed the same.

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

Jim S. Lusk

Notary Public for Idaho

Residing at 911 San Marino, Boise, Idaho



ACKNOWLEDGEMENT

STATE OF IDAHO) ss
COUNTY OF ADA

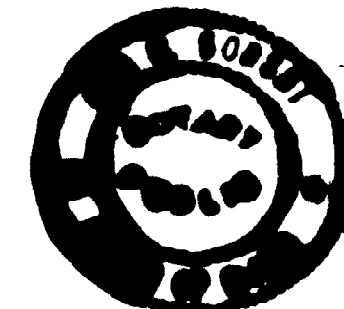
On this 27th day of February, 1986, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Paul S. Street, known to me to be the person whose name is subscribed to the within instrument as Attorney in Fact, of The First Security Bank of Idaho, N.A.; William A. Sellgren & Fern (Martha F.) Sellgren, Trustees of the Sellgren Family Trust; Kenneth Miller D.D.S. Pension Trust; Carl Sauls, Trustee for the Urologic Surgeons Ltd., Profit Sharing Plan and Trust; Charles M. McCuskey, Trustee for the McCuskey & Lieb Ltd. Profit Sharing Plan and Trust; Robert Myles and David Roberts, Trustees for the Myles & Roberts Pension Plan; Carl Sauls, Charles McCuskey, Myles and Roberts Professional Corporation Pension Plan, William Ceccarelli, William Blackwell; Robert A. Gwinner & Patricia D. Gwinner; and acknowledged to me that he subscribed the names of said individuals or legal officers thereto as principal and his own name as Attorney in Fact for said individuals and organizations.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. My Commission expires 10-12-88.

Jim S. Lusk

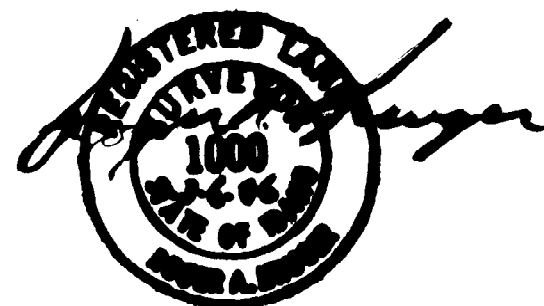
Notary Public in and for the State of Idaho

Residing at 8911 San Marino, Boise, Idaho



CERTIFICATE OF SURVEYOR

This is to certify that I, Roger A. Kruger, a Registered Land Surveyor in the State of Idaho, made the Survey of land as described in the Certificate of Owners and designated hereon as Bigwood Subdivision and that this plat is a true and accurate representation of said survey as made and staked under my supervision and direction.



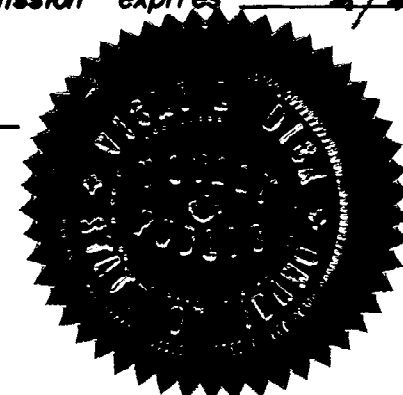
ACKNOWLEDGEMENT

STATE OF IDAHO) ss
COUNTY OF TWIN FALLS)

On this 6 day of March, 1986, before me, a Notary Public in and for the State of Idaho, personally appeared Roger A. Kruger, known to me to be the person whose name is subscribed to the above Certificate of Surveyor and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. My Commission expires 3/27/92.

Wickie L. Dick
Notary Public in and for the State of Idaho



CITY ENGINEER'S CERTIFICATE

This is to certify that the undersigned, a Registered Professional Engineer in the State of Idaho, has checked the foregoing plat and computations for making the same and has determined that they comply with the laws of the State of Idaho and ordinances of the City of Ketchum.



CITY OF KETCHUM

The accompanying plat of Bigwood Subdivision is hereby approved by the City of Ketchum, Idaho, by resolution adopted this 6 day of March, 1986.

G. Sift
Mayor

Shirley E. Gorman
Deputy City Clerk

COUNTY ENGINEER'S CERTIFICATE

This is to certify that the undersigned has checked the foregoing plat and computations for making the same and has determined that they comply with the laws of the State of Idaho and the County of Blaine related hereto.



COUNTY TREASURER'S CERTIFICATE

The foregoing plat has been accepted and approved by the County Treasurer of Blaine County, Idaho, this 6 day of March, 1986.

Marilyn L. Lauer
Blaine County Treasurer

COUNTY RECORDERS CERTIFICATE

Instrument No. 270981

STATE OF IDAHO) ss
COUNTY OF BLAINE)

This is to certify that the foregoing plat was filed for record in the office of the recorder of Blaine County, Idaho on this 6 day of March, 1986, at 1:29 P.M., and duly recorded in plat book at page

Mary Green
Deputy
\$20.00

Marie J. J. J.
Ex Officio Recorder

PLANNING & ZONING COMMISSION ACCEPTANCE

The foregoing plat was duly accepted and approved by the City of Ketchum Planning and Zoning Commission on this 6 day of March, 1986.

Robert D. Beay
Chairman

SANITARY RESTRICTION

"SANITARY RESTRICTION IN
FOR THE TOWN OF 50,
CHAPTER 15, IDAHO CODE"



City of Ketchum

ATTACHMENT E

AMENDMENT TO DEED OF TRUST

This Amendment made this 16th day of October, 1986, by and between RIVER ROCK, LTD., a Nevada limited partnership, "Grantor," and the CITY OF KETCHUM, IDAHO, a municipal corporation, "Beneficiary,"

Whereas the parties entered into an annexation agreement, a portion of the performance of which was secured by that certain Deed of Trust dated August 16, 1985, recorded September 18, 1985, as Instrument No. 266739, records of Blaine County, Idaho; and

Whereas the legal description of the property covered by said Deed of Trust was in metes and bounds; the final plat of which has now been secured; and the Beneficiary requires that the legal description be corrected to coincide with the final plat of the property;

NOW, THEREFORE, the parties agree that the amended legal description of the real property which is the subject of said Deed of Trust shall be as follows:

Lots 3 and 4 of Block 1 of the final plat of Block 1 of Bigwood Subdivision P.U.D., according to the official plat thereof, records of Blaine County, Idaho, recorded as Instrument No. 278229.

In all other respects, said Deed of Trust shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to Deed of Trust on the day and year first above written.

RIVER ROCK, LTD.

By NEILSEN, MONROE, INC.,
general partner

By David M. Sellgren
David M. Sellgren, President

CITY OF KETCHUM, IDAHO

By Susan H. Wolford
its Acting Mayor

STATE OF IDAHO)
County of Blaine) ss.

On this 16th day of October, 1986, before me, a notary public in and for said county and state, personally appeared DAVID M. SELLGREN, known to me to be the President of NEILSEN, MONROE, INC., the corporation which is the general partner of the partnership known as RIVER ROCK, LTD., the partnership whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said corporation and said partnership and that said corporation and partnership executed the same.

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

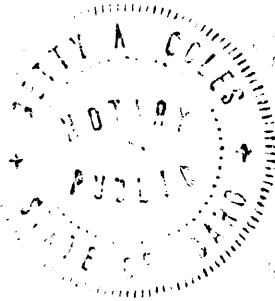
[Signature]
Notary Public for Idaho
Residing at Ketchum
My Commission Expires 10/15/87



STATE OF IDAHO)
) ss.
County of Blaine)

On this 22nd day of October, 1986, before me, a notary public in and for said county and state, personally appeared Susan H. Wolford, known to me to be the Acting Mayor of the CITY OF KETCUM, IDAHO, the municipal corporation named in the within instrument, and acknowledged to me that he executed the same on behalf of said corporation and that said corporation executed the same.

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



Bruce W. Collier
Notary Public for Idaho
Residing at Ketchum
My Commission Expires 10/15/87

278276

Rock, Donovan,
Magistrate

206 OCT 31 PM 3 06

Saltz

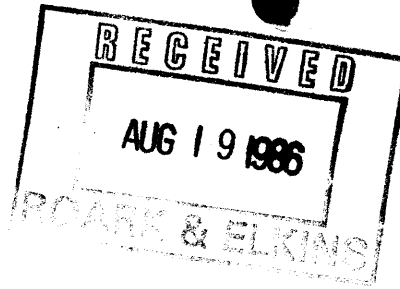
MAIRIE JAIL CLERK

Mary H. H. co
DEPUTY



City of Ketchum

ATTACHMENT F



FIRST SUPPLEMENTAL AGREEMENT
TO BIGWOOD ANNEXATION
SERVICES AND DEVELOPMENT AGREEMENT

This Agreement entered into this 1st day of August, 1986, by and between the City of Ketchum, Idaho, a municipal corporation (hereinafter referred to as "Ketchum"), and Seaboard Development Corporation, a Connecticut Corporation, or its nominee, registered to do business in the State of Idaho (hereinafter collectively referred to as "Seaboard").

W I T N E S S E T H :

Whereas, Seaboard is presently negotiating for the purchase of the Bigwood PUD Subdivision property, more particularly described as the Bigwood Large Block PUD Subdivision Plat, recorded as Instrument No. 270981 in the Office of the Blaine County Recorder, Hailey, Idaho, except for Large Blocks 1, 8, 9 and 10 from River Rock, Ltd., a Nevada partnership. Seaboard requests certain amendments supplementary in nature to, and certain affirmations regarding the status of the Bigwood Annexation Services and Development Agreement dated August 15, 1985 and recorded as Instrument No. 266738 in the office of the Blaine County Recorder (hereinafter referred to as the "Annexation Agreement") with the City of Ketchum the terms and conditions of which are acknowledged by the parties to be a covenant running with the land of all property within said Bigwood Large Block PUD Subdivision Plat.

Now, therefore, in consideration of the promises, covenants and agreements contained herein, the parties agree

to amend said Bigwood Annexation Services and Development Agreement as follows:

1. This Agreement is supplemental to and amends said Annexation Agreement. All provisions, terms, conditions and covenants of said Annexation Agreement except as to the extent hereby specifically amended, shall remain in full force and effect.

2. The City of Ketchum hereby affirms that River Rock, Ltd., a Nevada Limited Partnership, is not presently in default of said Annexation Agreement nor the Conditional Use Permit issued by Ketchum for the Bigwood PUD. However, it is acknowledged by the parties that most of the obligations of River Rock, Ltd., its successor and assigns, have not been completed or otherwise fulfilled, but none of those are yet in default under the terms of the Annexation Agreement or the Conditional Use Permit.

3. Paragraph 1.4(g) is amended by adding the following sentences to the end thereof, as follows:

In the alternative Large Block 7 may be resubdivided by Seaboard as a single family lot subdivision or duplex lot subdivision subject to development plan amendment approval by Ketchum. Notwithstanding any contrary provision of paragraph 2 of the Annexation Agreement Large Block 7 may be resubdivided hereunder at any time provided that prior to final plat approval at such resubdivision the following terms and conditions have been complied with by Seaboard. First, that Seaboard has obtained final plat approval of the resubdivisions of Large Blocks 2,3,4,5, and 6. Second, all required improvements for development of Large Block 7 and all other obligations and provisions required or scheduled with development of Large Block 7 or issuance of a building permit for the first multiple family dwelling unit or structure have been completed or bonded in accordance with the Annexation Agreement. Seaboard does not waive their right to request from

Ketchum a reduction in the transit impact fee based on any reduction of the transit impact which may result from possible amendment to their development plan. Third, that the total square footage of all single family or duplex structures to be constructed with Large Block 7 is no greater than the square footage of the multiple family structures approved for Large Block 7. The approved amount of square footage within resubdivision of Large Block 7 shall be a function of development plan amendment approval and/or design review approval by Ketchum. Ketchum will not unreasonably require Seaboard to reduce the aggregate square footage from that previously approved for Lot 7.

4. The impact fees with regard to Large Block 7 set forth in paragraph 4.8 of said Annexation Agreement shall be paid by Seaboard to Ketchum prior to approval by Ketchum of the final plat of the resubdivision of said Large Block 7 or prior to the issuance of a building permit for the first structure within said Large Block which ever shall occur first. The amount of said impact fee with regard to development of Large Block 7 as a single family lot or duplex lot subdivision shall be \$2,000.00 per single family lot and \$4,000.00 for each duplex lot subject to the cost of living adjustment. The City of Ketchum acknowledges that the purchase of the Bigwood PUD property by Seaboard will not accelerate the date that any of impact fees set forth in paragraph 4.8 of the Annexation Agreement are due.

5. Seaboard represents it has not assumed the obligations of River Rock, Ltd., under paragraph 4.1(c) of the Annexation Agreement and that River Rock, Ltd., its successors and assigns, remain obligated thereunder. Seaboard represents and warrants that River Rock, Ltd., and Nielson-Monroe, Inc., agreed in writing to the same with Seaboard. However, Seaboard agrees to indemnify Ketchum against any loss arising from the failure of River Rock, Ltd., its successors and

assigns, to satisfy the liabilities and perform its obligations under paragraph 4.1(c), which are not recovered through foreclosure of the deed of trust held by Ketchum on Large Block No. 1. Ketchum agrees to consult with and abide by reasonable written instructions from Seaboard concerning the conduct of any such foreclosure and bid(s) by Ketchum at any judicial or non-judicial sale of the property described in the deed of trust. Ketchum will not bid at any foreclosure sale an amount more than \$300,000.00 or the fair market value of the property as determined by Ketchum, whichever is less. Seaboard shall pay to Ketchum within thirty (30) days of written demand by Ketchum to Seaboard the amounts required to satisfy its obligations hereunder. Seaboard consents to Ketchum foreclosing on said Deed of Trust anytime after August 15, 1986 and to Ketchum filing an action in eminent domain to acquire the property for the Saddle Road Connector pursuant to the Annexation Agreement.

6. Seaboard shall be allowed to resubdivide the Large Block plats of the Bigwood PUD purchased by it without regard to whether other Large Blocks 1, 8, 9 or 10 or any of them have been subdivided. Ketchum acknowledges and agrees the default of one or more owners of Blocks 1, 8, 9 and 10 under the Annexation Agreement or the Conditional Use Permit shall not be deemed a default of Seaboard, nor shall it directly impair, limit or condition Seaboard's rights under the Annexation Agreement or the Conditional Use Permit.

7. This Agreement shall be subject to the following conditions precedent (1) Seaboard purchasing the Bigwood P.U.D. Subdivision property as described hereinabove by either Seaboard or its nominee which shall be duly registered with the Idaho Secretary of State, (2) Ketchum being held harmless and indemnified by River Rock, Ltd., and Nielson-Monroe, its

successors and assigns to Large Block 10, and Large Block 1 of the Bigwood Large Block PUD Subdivision Plat, against any claim, action, loss, liability or expense (including but not limited to attorney fees and costs) arising out of or in anyway resulting from this Supplemental Agreement. Said hold harmless and indemnification shall be in writing for consideration and acceptable to Ketchum, (3) that River Rock, Ltd. and Nielson-Monroe, Inc., accept and provide documentation acceptable to Ketchum to acknowledge, accept, covenant and be obligated as provided in paragraph 5 hereinabove.

8. This Supplemental Agreement is made subject to and shall not effect the rights and obligations of parties other than Seaboard and Ketchum. If any portion of this Supplemental Agreement is held by a court of competent jurisdiction to violate any rights of third parties or result in any modification, waiver, termination or annulment of any obligations and covenants between any such third party and Ketchum then the provision so declared shall be null and void.

9. This Supplement Agreement shall inure to the benefit of and be binding upon Ketchum and Seaboard, its successors and assigns and shall be a covenant running with the land more particularly described as the Bigwood P.U.D. Large Block Subdivision Plat recorded in the office of the Blaine County Recorder as Instrument No. 270981 except Large Block 1, Large Block 10, Large Block 8, and Large Block 9 thereof.

10. NOTICES. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to Ketchum shall be addressed as follows:

City of Ketchum

P.O. Box 2315
Ketchum, Idaho 83340

Notices required to be given to Seaboard shall be addressed as follows:

Seaboard Development Corporation
One Dock Street
Stamford, Connecticut 06902

11. Each of the parties executing this Agreement represent and warrant that they have the lawful authority and authorization from their respective entities to execute this Agreement. A resolution of the Board of Directors of Seaboard Development Corporation evidencing such authority is attached hereto as Exhibit "A" and made a part hereof by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in accordance with the laws of the State of Idaho, the date and year first above written.

SEABOARD DEVELOPMENT CORPORATION

By H. G. Hawn
~~BRIAN M. MCCOY~~ HAPPY GAYTON HAWN
Vice President

CITY OF KETCHUM

By G. M. Seiffert
GERALD M SEIFFERT
Mayor

BLAINE CO.

REQUEST OF

'86 AUG 14 PH 3 15

agreement

MARIE INIEL CLERK

Marysheer DEPUTY

FEES \$14.00

6 - FIRST SUPPLEMENTAL AGREEMENT TO BIGWOOD
ANNEXATION SERVICES AND DEVELOPMENT
AGREEMENT

275667

Roark, Elkins

Box 2740
Fairley, Ida
83333

ATTEST:

Betty A. Coles
BETTY A. COLES, City Clerk

STATE OF IDAHO,)
) ss.
County of Blaine.)

I, Edward A. Laws, a notary public, do hereby certify that on this 1st day of August, 1986, personally appeared before me H. S. Hawn, who, being by me first duly sworn, declared that she is the Vice President of Seaboard Development Corporation, that he signed the foregoing document as Vice President of the corporation, and that the statements therein contained are true.

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

Edward A. Laws
NOTARY PUBLIC FOR IDAHO

Residing at: Ketchikan

Commission expires: life



City of Ketchum

ATTACHMENT G

SECOND SUPPLEMENTAL AGREEMENT TO BIGWOOD
ANNEXATION SERVICES AND DEVELOPMENT AGREEMENT

THIS SECOND SUPPLEMENTAL AGREEMENT ("Second Supplemental Agreement") entered into this 16th day of November, 1987, by and between the City of Ketchum, Idaho, a municipal corporation ("Ketchum") and Seaboard Idaho, Inc., an Idaho corporation ("Seaboard").

W I T N E S S E T H :

WHEREAS, Seaboard is the owner of the Bigwood P.U.D. Subdivision property, except for Large Blocks 1, 8, 9 and 10 (the "Property").

WHEREAS, Seaboard desires to change its conceptual development plan for the Property and in connection therewith Seaboard requests certain amendments and supplements to the Bigwood Annexation Agreement ("Annexation Agreement") dated August 15, 1985, and recorded as Instrument No. 266738 in the office of the Blaine County Recorder, as amended by the First Supplemental Agreement to Bigwood Annexation Services and Development Agreement recorded as Instrument No. 275667 in the office of the Blaine County Recorder ("First Supplemental Agreement"). The Annexation Agreement and First Supplemental Agreement are hereinafter collectively referred to as the "Agreement".

WHEREAS, the parties desire to amend and supplement the Agreement.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties covenant and agree as follows:

1. Amendments. The Agreement is amended and supplemented as follows:

(a) The first sentence of paragraph 1.2 of the Annexation Agreement is hereby amended by (1) substituting the "Exhibit B (amended)", attached hereto and made a part hereof by reference in place of the "Exhibit B" referred to therein and (2) by substituting the "Exhibit C (amended)", attached hereto and made a part hereof by reference, in place of the Exhibit C referred to therein.

(b) The following language is added to paragraph 1.4(g):

CLARENCE CO.
REQUEST OF _____
NOV 16 9 11 43
A. D. Dwyer DEPT
8/60

289789
FIRST AMERICAN TITLE CO.

"Large Block 7 may be developed in phases and resubdivided for each phase of the development in accordance with the subdivision and other applicable ordinances and in compliance with Bigwood Annexation Services and Development Agreement, including all amendments thereto and the Conditional Use Permit."

(c) The first sentence of paragraph 1.4 (i) is deleted and the following substituted therefor:

"Large Blocks Number 11 through 15, 20, and 21 shall comprise, and are hereby dedicated to open space in perpetuity and expansion of the existing golf course."

(d) The reference to Large Block Number 21 in the first sentence of paragraph 1.4(j) of the Annexation Agreement is deleted and reference to Large Block 22 is substituted therefor.

(e) Paragraph 30 of the Annexation Agreement is amended by substituting for exhibits "B", "C" and "I" attached to the Annexation Agreement the Bigwood Conceptual General Development Plan, the Bigwood P.U.D. Large Block Preliminary Subdivision Plat and the Golf Course Property Description which are attached hereto as "Exhibit B (amended)", "Exhibit C (amended)" and "Exhibit I", respectively.

(f) Paragraph 4.2 of the Annexation Agreement is deleted and the following substituted therefor:

"Bigwood shall install street lights at the intersections of North Bigwood Drive and Highway 75 and Clubhouse Road and Highway 75 for Large Blocks 7 and 19 prior to the issuance of a certificate of occupancy for the recreation center in Large Block 19."

(g) Ketchum acknowledges and agrees that, provided, Seaboard does not develop Large Block 7 as multiple family dwelling units, Seaboard has fulfilled its obligations under paragraphs 4.3(a) and (b) of the Annexation Agreement and need not, therefore, construct a water tank or pressure reduction station. Ketchum further agrees that if it elects to construct a water tank within the Property that it will do so in a manner which will be aesthetically acceptable to Seaboard.

(h) Subparagraph (d) of paragraph 4.3 of the Annexation Agreement is deleted and the following substituted therefor:

"Irrigation Systems and Landscape Plan. Bigwood shall construct, at its sole expense, a private landscape and private golf course irrigation system to provide irrigation to all of Large Blocks 11, 12, 13, 14, 15, 19, 20 and 21. Bigwood shall have received approval by Ketchum for the private irrigation plan for Large Blocks 11, 12, 13, 14, 19 and 21 prior to final plat approval of Large Block Numbers 4 and 5. Bigwood shall have received approval by Ketchum for the private irrigation plan for Large Blocks 15 and 20 prior to the time they are used for golf course expansion. Bigwood shall retain all water rights now appurtenant to the Property and shall use the same for the exclusive benefit of the golf course."

(i) The fifth sentence of paragraph 4.7 is deleted and the following substituted therefor:

"Construction of the Recreation Center shall be completed on or before December 31, 1988. If the Recreation Center improvements are not completed prior to the approval of the plat map of the resubdivision of Large Block 7 or a phase of Large Block 7, Bigwood shall bond for completion thereof prior to the approval unless the Recreation Center improvements are under contract with Bigwood and work is in process in which case no bond shall be required."

(j) Add the following sentence to paragraph 16:

"Ketchum will allow bonding of improvements required for final plat approval of Large Blocks 4, 5, 6 and 7, or an initial phase in Large Block 7, when the water system and subsurface of roads are completed."

(k) Delete the first sentence of paragraph 3 of the First Supplemental Agreement and substitute the following therefor:

"Large Block 7 or any portion of it, shall be resubdivided in one or more phases as a single

family lot subdivision and/or duplex lot subdivision subject to approval by Ketchum."

(1) Delete the fourth sentence of paragraph 3 of the First Supplemental Agreement and the first sentence of paragraph 4.9 of the Agreement and substitute the following therefor:

"4.9. Transit System Improvements. Prior to the issuance of a building permit for a dwelling unit within Large Block 7 of the P.U.D. Large Block subdivision plat, Bigwood shall pay to Ketchum the sum of \$1,086.96 for each such dwelling unit. Said impact fees shall be subject to a cost of living index adjustment to the date paid. Said adjustment shall be based on the cost of living index as shown by the column for "All Items" in the "Consumers Price Index" for the United States City Average, published monthly in the Monthly Labor Review of the United States Department of Labor and also as found in the "Economic Indicators" published by the United States Government Printing Office for the Joint Economic Committee by the Council of Economic Advisors. The basic index number shall be the index number for the calendar month preceding the first resubdivision of Large Block 7. The impact fee shall be increased or decreased by the percentage of increase or decrease shown by the index for the month when Bigwood pays the fee as compared to the base index as set forth above. Notwithstanding any contrary provision, Bigwood shall pay Ketchum on or before the fifth anniversary of the first resubdivision of Large Block 7 that amount of the said impact fees equal to the number of lots still owned by Bigwood multiplied times the then existing per unit impact fee. The balance of said fees, if any, shall be paid prior to the issuance of a building permit for a duplex on any such lot."

(m) Delete the first sentence of paragraph 4 of the First Supplemental Agreement and substitute the following therefore:

"The impact fees with regard to Large Block 7 set forth in paragraph 4.8 of said Annexation Agreement shall be paid by Seaboard to Ketchum as follows:

(a) an amount equal to \$2,000.00 for each lot in each phase shall be paid prior to the time of approval of the resubdivision by Ketchum;

(b) an amount equal to \$2,000.00 for each duplex to be constructed on any lot shall be paid at the time of issuance of a building permit for the duplex."

3. This Second Supplemental Agreement is amendatory of and is hereby incorporated into the Agreement. All provisions of the Agreement, except as otherwise hereby specifically amended, are hereby affirmed and shall remain in full force and effect.

4. This Second Supplemental Agreement is made subject to and shall not effect the rights and obligation of parties other than Seaboard and Ketchum. If any portion of this Second Supplemental Agreement is held by a court of competent jurisdiction to violate any rights of third parties or result in any modification, waiver, termination or annulment of any obligations and covenants between any such third party and Ketchum or Seaboard then the provision so declared shall be null and void.

5. This Second Supplemental Agreement shall inure to the benefit of and be binding upon Ketchum and Seaboard, its successors and assigns and shall be a covenant running with the land more particularly described as the Bigwood P.U.D. Large Block Subdivision Plat recorded in the office of the Blaine County Recorder as Instrument No. 270981, and the Plat of Amended Bigwood P.U.D. Subdivision, Blocks 4A-4D, 5, 7, 12, 13, 17A, 17B, 19, 21 and 22, recorded in the office of the Blaine County Recorder as Instrument No. 289785.

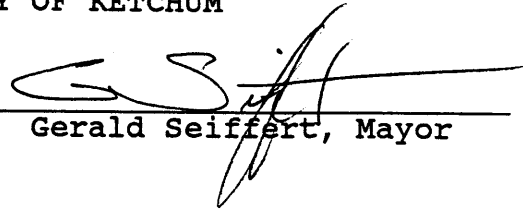
6. Each of the parties executing this Agreement represent and warrant that they have the lawful authority and authorization from their respective entities to execute this Second Supplemental Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Second Supplemental Agreement in accordance with the laws of the State of Idaho, the date and year first above written.

SEABOARD IDAHO, INC., an
Idaho corporation

By Brian M. McCoy
Brian M. McCoy, President

CITY OF KETCHUM

By 
Gerald Seiffert, Mayor

ATTEST:


Betty A. Coles, City Clerk

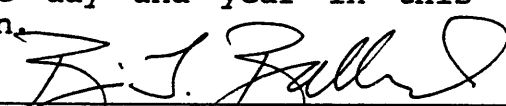
STATE OF IDAHO)

County of Blaine)

ss.

I, Brian L. Ballard, a notary public, do hereby certify that on this 4th day of November, 1987, personally appeared before me Brian M. McCoy, who, being by me first duly sworn, declared that he is the President of the corporation that executed the instrument and acknowledged to me that such corporation executed the same.

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


Notary Public for Idaho
Residing at Blaine County

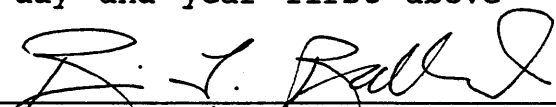
STATE OF IDAHO)

County of Blaine)

ss.

On this 4th day of NOVEMBER, 1987, before me, a Notary Public in and for said State, personally appeared GERALD N. SEIFFERT, known to me to be the Mayor of the municipal corporation that executed the within instrument, and acknowledged to me that such municipal corporation executed the same.

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

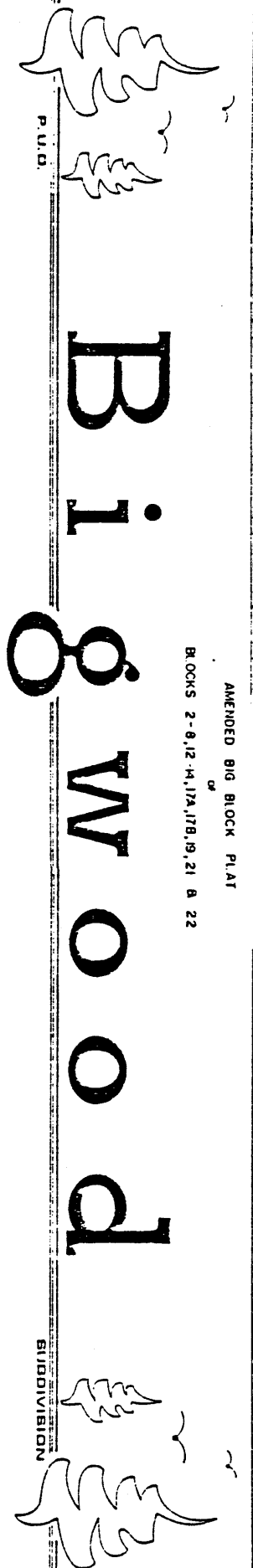

Notary Public for Idaho
Residing at Blaine County

bigwood3/second

OCT 24 1986

AMENDED BIG BLOCK PLAT

BLOCKS 2-8, 12-14, 17A, 17B, 19, 21 & 22



P.U.D.

SUBDIVISION

L O C A T I O N

SW⁴SW⁴ SECTION 6, W²W² SECTION 7, T 4 N., R 18 E., BM

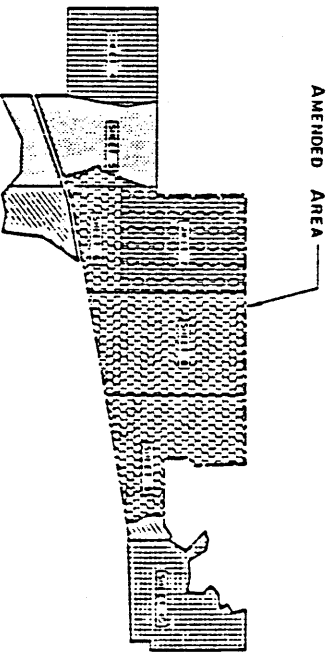
and _____

E²E² SECTION 12, SE⁴, SE⁴NE⁴ SECTION 1, T 4 N., R 17 E., BM

CITY OF KETCHUM _____ BLAINE COUNTY, IDAHO

1986

S I E F T I N D E X



L E G E N D

PROPOSED ROAD LOCATION (NOT DEDICATED)	INDICATED EASEMENT
AMENDED BIG BLOCK PLAT	25% SLOPE LINE
BRANDISH LINE	AVAILABILITY LINE
ORIGINAL SURVEY LINE	AVAILABILITY LINE
BRANDISH LINE	AVAILABILITY LINE
UTILITY EASEMENT	SET BRASS CAP - INITIAL POINT
SWATH EASEMENT	SET 5/8" X 3/4" NIBBON & CAP
MULTI-USE EASEMENT	FIXED 1/2" NIBBON SET 5/8" X 3/4" NIBBON & CAP
BIKE PATH EASEMENT	FIXED BRASS CAP
FISHERMEN'S & WILDSMAN EASEMENT	FOUND 5/8" NIBBON
WATER TANK ACCESS EASEMENT	FOUND STONE - SET IN CONCRETE
STREET CENTER LINE	POINT IN RIVER - NO IMPROVEMENT SET

V I C I N I T Y S K E T C H

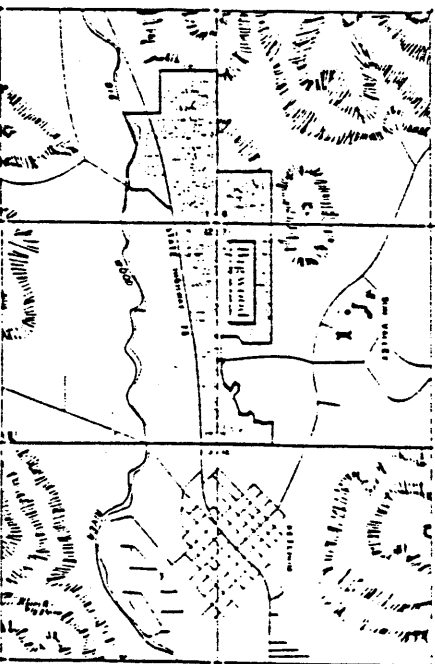


Exhibit C (amended)

SENTENCE

COURVE	DELTA	RADIOS	ARC	DATA		TAN	I.C.B
				CHORD	CHORD		
C-101	2222.00	115000	2414.00	1214.00	1722.51	0.310	0.2
C-102	2174.00	100000	2053.10	1071.55	1486.00	0.278	0.2
C-103	2126.00	85000	1902.70	947.35	1349.00	0.246	0.2
C-104	2078.00	70000	1752.30	807.15	1212.00	0.214	0.2
C-105	2030.00	55000	1601.90	666.95	1075.00	0.182	0.2
C-106	1982.00	40000	1451.50	526.75	938.00	0.150	0.2
C-107	1934.00	25000	1301.10	386.55	801.00	0.118	0.2
C-108	1886.00	10000	1150.70	246.35	664.00	0.086	0.2
C-109	1838.00	5000	1000.30	106.15	527.00	0.054	0.2
C-110	1790.00	2500	849.90	0.00	390.00	0.022	0.2
C-111	1742.00	1000	699.50	0.00	253.00	0.000	0.2
C-112	1694.00	500	549.10	0.00	116.00	0.000	0.2
C-113	1646.00	250	398.70	0.00	0.00	0.000	0.2
C-114	1598.00	100	248.30	0.00	0.00	0.000	0.2
C-115	1550.00	50	97.90	0.00	0.00	0.000	0.2
C-116	1502.00	25	0.00	0.00	0.00	0.000	0.2
C-117	1454.00	10	0.00	0.00	0.00	0.000	0.2
C-118	1406.00	5	0.00	0.00	0.00	0.000	0.2
C-119	1358.00	2	0.00	0.00	0.00	0.000	0.2
C-120	1310.00	1	0.00	0.00	0.00	0.000	0.2
C-121	1262.00	0.5	0.00	0.00	0.00	0.000	0.2
C-122	1214.00	0.2	0.00	0.00	0.00	0.000	0.2
C-123	1166.00	0.1	0.00	0.00	0.00	0.000	0.2
C-124	1118.00	0.05	0.00	0.00	0.00	0.000	0.2
C-125	1070.00	0.02	0.00	0.00	0.00	0.000	0.2
C-126	1022.00	0.01	0.00	0.00	0.00	0.000	0.2
C-127	974.00	0.005	0.00	0.00	0.00	0.000	0.2
C-128	926.00	0.002	0.00	0.00	0.00	0.000	0.2
C-129	878.00	0.001	0.00	0.00	0.00	0.000	0.2
C-130	830.00	0.000	0.00	0.00	0.00	0.000	0.2
C-131	782.00	0.000	0.00	0.00	0.00	0.000	0.2
C-132	734.00	0.000	0.00	0.00	0.00	0.000	0.2
C-133	686.00	0.000	0.00	0.00	0.00	0.000	0.2
C-134	638.00	0.000	0.00	0.00	0.00	0.000	0.2
C-135	590.00	0.000	0.00	0.00	0.00	0.000	0.2
C-136	542.00	0.000	0.00	0.00	0.00	0.000	0.2
C-137	494.00	0.000	0.00	0.00	0.00	0.000	0.2
C-138	446.00	0.000	0.00	0.00	0.00	0.000	0.2
C-139	398.00	0.000	0.00	0.00	0.00	0.000	0.2
C-140	350.00	0.000	0.00	0.00	0.00	0.000	0.2
C-141	302.00	0.000	0.00	0.00	0.00	0.000	0.2
C-142	254.00	0.000	0.00	0.00	0.00	0.000	0.2
C-143	206.00	0.000	0.00	0.00	0.00	0.000	0.2
C-144	158.00	0.000	0.00	0.00	0.00	0.000	0.2
C-145	110.00	0.000	0.00	0.00	0.00	0.000	0.2
C-146	62.00	0.000	0.00	0.00	0.00	0.000	0.2
C-147	14.00	0.000	0.00	0.00	0.00	0.000	0.2

1. The plat(s) contained within this plat is, subject to the Annexation, Services, and Development Agreement recorded as Instrument No. 16173 in the office of the Blaine County Recorder, Malley, Idaho, and subsequent amendments thereto. The covenants, purchases, heirs, successors, and assigns of the property or any portion thereof are subject thereto, including but not limited to, the City of Rathbun shall not be responsible for construction of any street, water system, sewer system or other improvements shown on or necessary for the use of development blocks shown on this plat. Construction thereof shall be completed and required improvements of the subdivision or the purchasers of any of the large blocks designated for further development on this plat. The obligation to construct said improvements as well as the timing and sequence of the subdivision and development of the large blocks shown herein are subject to and are forth in said Annexation, Services and Development Agreement.
2. Large Block 3a and 3b shall not be sold or developed separately and are hereby designated as Large Block 3 under the Annexation, Services, and Development Agreement referred to in Note 1 hereinabove.
3. Large Block 3a and 3b shall not be sold or developed separately and hereby designated as Large Block 3 under the Annexation, Services, and Development Agreement referred to in Note 1 hereinabove.
4. No motorized vehicle access directly onto State Highway 75 and onto said/said Road except approved public roads and emergency vehicle lanes.
5. This parcel of property is situated within the Antelope Bone District as defined and described in the City of Rathbun Ordinance No. 208 as amended by Ordinance No. 301; Antelope Bone District and maps are available for inspection at the office of the Rathbun City Clerk.
6. No subdivision of Large Block 4, 11, 13, 14, 15a, 17b, 19, 21, and 22.
7. Large Blocks 12, 13, and 14, are hereby dedicated as open space in perpetuity and shall be subject to the same terms and conditions as to the use of the same for public use, rights and the right of reversion to the City of Rathbun under the terms of this Subdivision Plat, the Annexation, Services, and Development Agreement, and the Golf Course Municipal Deed recorded as Instrument No. 26515 in the office of the Blaine County Recorder, Malley, Idaho.
8. Large Blocks 15a, 17b, and 21 are hereby dedicated as open space in perpetuity and a blanket easement is hereby granted on, over and across each of said large blocks for public pedestrian, equestrian and cross-country use, and the use of the same for public use, rights and the right of reversion, owned and maintained by a stinging organization.
9. All public easements are hereby granted to the City of Rathbun.
10. Building envelopes shall be identified upon the subdivision of Large Blocks 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15a, 16, 17a, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701,

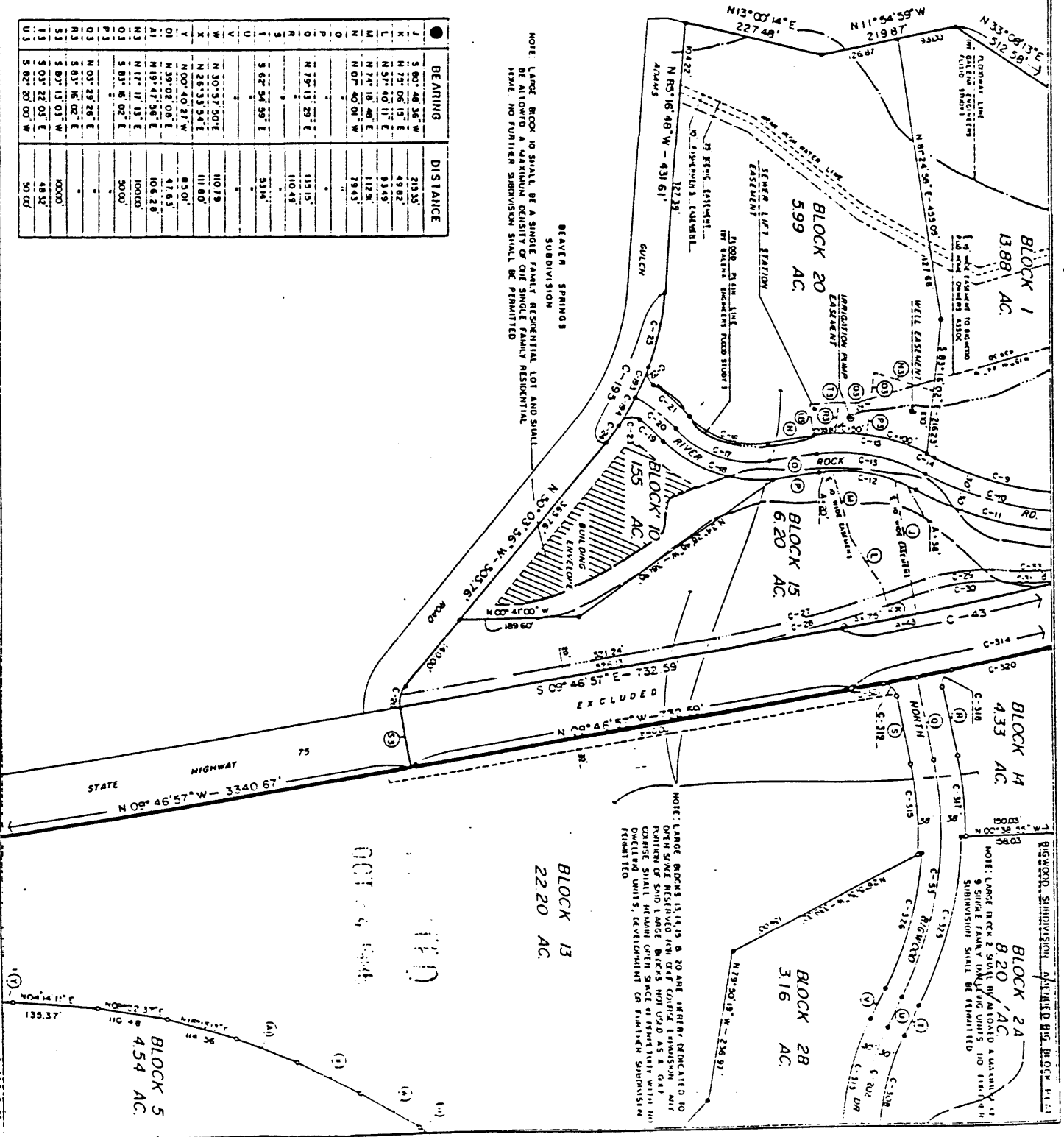
1"=100'
SCALE

RIVER-4000
SUBDIVISION

BEARING	DISTANCE
N 80° 46' 36" W	215.35'
N 79° 06' 15" E	49.82'
N 37° 40' 17" E	93.45'
N 74° 16' 46" E	112.9'
N 07° 40' 01" W	79.43'
N 79° 13' 29" E	135.15'
N 62° 54' 58" E	110.49'
N 30° 51' 50" E	31.14'
N 26° 33' 54" E	110.79'
N 00° 40' 27" W	111.80'
N 39° 02' 08" E	83.01'
N 19° 47' 36" E	41.63'
N 17° 17' 18" E	106.28'
N 03° 16' 02" E	100.00'
N 03° 29' 38" E	50.00'
N 03° 16' 02" E	50.00'
N 03° 13' 03" W	100.00'
N 03° 12' 02" E	48.32'
N 03° 20' 00" W	50.00'

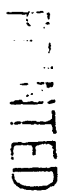
NOTE: LARGE ROCK IS TO BE A SINGLE FAMILY RESIDENTIAL LOT AND SHALL BE ALLOWED A MAXIMUM DENSITY OF ONE SINGLE FAMILY RESIDENTIAL HOME. NO FURTHER SUBDIVISION SHALL BE PERMITTED.

BEAVER SPRINGS
SUBDIVISION



BLACK 9
4037 AC

NOTE: Data shown are based on a total of 1,000 cases of AIDS-related illness attributed to a Mycobacterium tuberculosis infection in 1994.



1986

NOTE
LARGE BLOCK 2 SHALL BE ALLOWED A MAXIMUM OF 3 SINGLE FAMILY UNITS BE PERMITTED

BLOCK 2A
8.20 AC.

BLOCK 3A
6.45 AC.

BLOCK 2B
3.16 AC.

BLOCK 3B
0.67 AC.

BLOCK 13
22.20 AC.

BLOCK 5
4.54 AC.

BLOCK 4D
0.45 AC.

BLOCK 21
5.81 AC.

BLOCK 4B
4.99 AC.

BLOCK 4A
2.63 AC.

BLOCK 6
17.46 AC.

BLOCK 7A
78.93 AC.

INITIAL POINT
Amended Bldg
Block Plot
BLOCK 17B
0.83 AC.

BLOCK 22
1.14 AC.

WATER TANK
DEDICATED TO PUBLIC
2500.00'

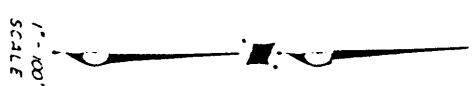
NOTE: LARGE BLOCK 6 SHALL BE ALLOWED A MAXIMUM OF 9 SINGLE FAMILY RESIDENTIAL UNITS NO FURTHER SUBDIVISION SHALL BE PERMITTED

NOTE: LARGE BLOCK 3 SHALL BE ALLOWED A MAXIMUM OF 3 SINGLE FAMILY RESIDENTIAL UNITS NO FURTHER SUBDIVISION SHALL BE PERMITTED

NOTE: LARGE BLOCK 17 IS HEREBY DEDICATED TO PUBLIC TRAIL. SUBJECT TO PUBLIC TRAIL EASEMENTS NO FURTHER SUBDIVISION PERMITTED

●	BEARING	DISTANCE
Q	N 89° 34' 04" W	106.32'
R	S 60° 16' 43" W	411.8'
S	S 29° 13' 09" W	67.60'
T	S 62° 54' 59" E	531.4'
U	-	-
V	S 87° 48' 18" E	4.76'
W	-	-
X	-	-
Y	-	-
Z	-	-
AA	N 04° 14' 11" E	32.23'
AB	N 09° 22' 37" E	110.48'
AC	N 16° 13' 13" E	114.51'
AD	N 19° 47' 36" E	104.28'
AE	N 54° 48' 12" E	88.82'
AF	-	153.63'
AG	-	88.82'
AH	N 20° 33' 34" E	111.80'
AI	N 30° 51' 50" E	110.79'
AJ	N 73° 38' 03" E	112.61'

●	BEARING	DISTANCE
C	S 01° 23' 30" W	41.0'
D	S 30° 51' 41" E	83.32'
E	N 73° 38' 03" E	112.61'
F	-	-
G	N 60° 46' 20" E	43.18'
H	S 31° 41' 30" E	73.90'
I	N 39° 02' 00" E	47.63'
J	S 27° 48' 33" W	50.00'
K	-	-
L	-	-
M	-	-
N	N 04° 33' 55" E	62.28'
O	-	-
P	-	-
Q	-	-
R	-	-
S	-	-
T	-	-
U	N 04° 00' 30" W	53.86'
V	-	-
W	-	-
X	S 01° 48' 22" W	144.40'
Y	-	-
Z	-	-



1" = 100' SCALE

SECTION 6
T4N, 48E, 3W

SECTION 6
T4N, 48E, 3W

S 01° 04' 40" E - 1313.02'

S 01° 24' 20" W - 2621.60'

SECTION 6
T4N, 48E, 3W

NORTHWOOD
SUBDIVISION

STATE
HIGHWAY 75

N 03° 22' 56" W - 1586.53'

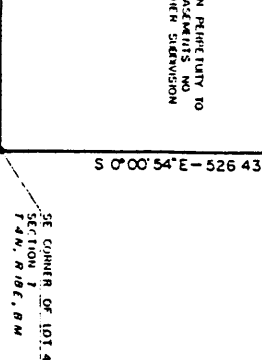
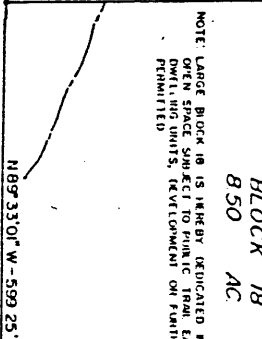
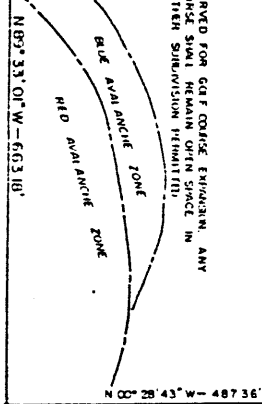
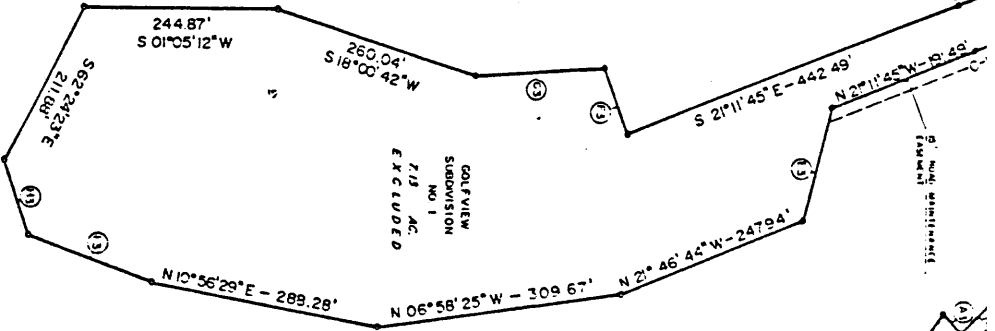
CEMETARY

S 88° 42' 43" W - 422.32'

T&M, RITE, BM T&M, RITE, BM

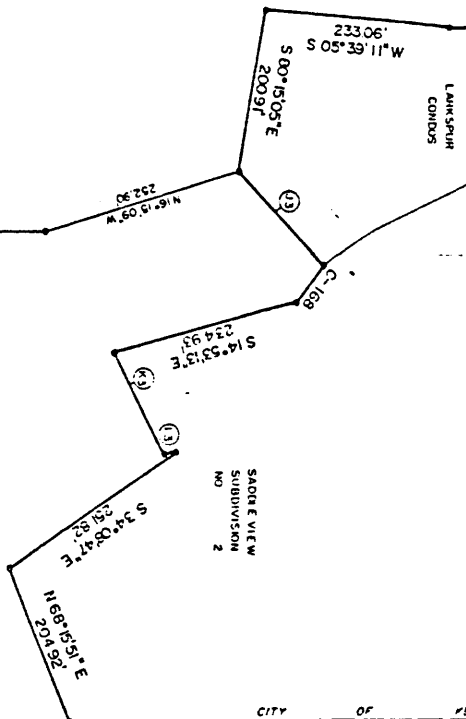
NOTE: LARGE BLOCK II IS HEREBY DEDICATED TO OPEN SPACE RESERVED FOR GOLF COURSE ENHANCEMENT. ANY PORTION OF SAID LARGE BLOCKS NOT USED AS A GOLF COURSE SHALL REMAIN OPEN SPACE IN PERPETUITY WITH NO DWELLING UNITS, DEVELOPMENT OR FURTHER SUBDIVISION PERMITTED.

BLOCK II
30.17 AC



NOTE: LARGE BLOCK II IS HEREBY DEDICATED TO OPEN SPACE RESERVED FOR GOLF COURSE ENHANCEMENT. ANY PORTION OF SAID LARGE BLOCKS NOT USED AS A GOLF COURSE SHALL REMAIN OPEN SPACE IN PERPETUITY WITH NO DWELLING UNITS, DEVELOPMENT OR FURTHER SUBDIVISION PERMITTED.

BLOCK II
8.50 AC



	BEARING	DISTANCE
1	S 47° 00' 00" E	1021.14'
2	S 47° 00' 00" E	340.00'
3	S 54° 20' 40" E	223.49'
4	S 22° 33' 04" E	192.03'
5	S 07° 00' 22" E	94.40'
6	S 72° 00' 00" W	143.00'
7	S 10° 01' 24" W	08.70'
8	S 03° 28' 04" E	165.00'
9	N 22° 10' 50" E	97.78'
10	N 22° 30' 00" E	165.00'
11	N 40° 26' 05" E	139.03'
12	N 57° 48' 54" E	140.29'
13	N 17° 06' 16" W	15.00'
14	N 02° 05' 27" W	03.75'

SAGE VIEW
SUBDIVISION
NO. 2

S 0° 00' 54" E - 526.43'

CITY OF PETCHUM
CITY OF SUN VALLEY

1" = 100'
SCALE

PRINTED

OCT 1986

BLOCK 17A
78.93 AC.

NOTE: LARGE BLOCK 17 IS HEREBY DEDICATED IN WHOLE TO OPEN SPACE SUBJECT TO PUBLIC TRAIL EASEMENTS FOR DWELLING UNITS, LEVADAMATE OR FURTHER DEVELOPMENT PERMITTED

NOTE: LARGE BLOCK 8 SHALL BE A MAXIMUM OF SEVEN DWELLING UNITS NO FURTHER SUB-DIVISION SHALL BE PERMITTED

BLOCK 8
7.16 AC.

BLOCK 7
15.26 AC.
LOT AC 12.99
ROAD AC 2.27
TOTAL AC 15.26

NOTE: LARGE BLOCK 7 SHALL BE ALLOWED A MAXIMUM OF SEVEN DWELLING UNITS FOR SHORT TERM OCCUPANCY USE

BLOCK 12
25.42 AC.

NOTE: LARGE BLOCKS 11 & 12 ARE HEREBY DEDICATED TO OPEN SPACE SUBJECT TO PUBLIC TRAIL EASEMENTS. ANY PORTION OF LARGE BLOCKS NOT USED AS A GOLF COURSE SHALL BE OPEN SPACE IN FUTURE WITH NO DWELLING UNITS, DEVELOPMENT OR FURTHER SUBDIVISION PERMITTED

BLOCK 11

BIGWOOD CONDOS NO 1

SADDLE VIEW SUBDIVISION NO 3

STONE HILL CONDOS

VALLEYWOOD DR

UNPLATTED

PRINTED

OCT 24 1986

LINE	BEARING	DISTANCE
1	N 0° 00' 00" E	700.00
2	N 5° 00' 00" E	500.00
3	N 50° 00' 00" W	600.00
4	S 00° 00' 00" W	400.00
5	S 85° 00' 00" E	200.00
6	N 30° 00' 00" W	300.00
7	S 05° 00' 00" E	200.00
8	S 10° 00' 00" W	400.00
9	S 45° 00' 00" E	1000.00
10	S 00° 00' 00" E	700.00

1" = 100' SCALE

NORTHWOOD SUBDIVISION

STATE

HIGHWAY

Big Wood

P.U.D. SUBDIVISION

LOCATED IN

LOT 7 SECTION 6, W²W² SECTION 7, T. 4 N., R. 18 E., B.M.

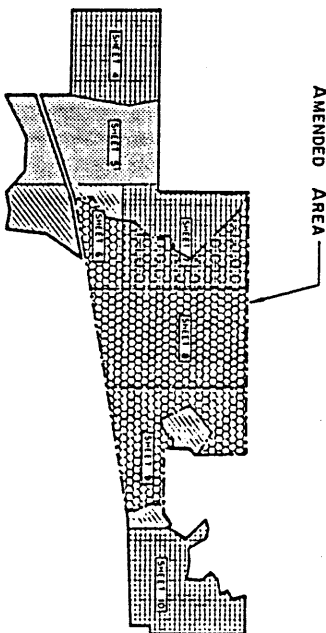
_____ and _____

E²E² SECTION 12, SE⁴, SE⁴NE⁴ SECTION 1, T. 4 N., R. 17 E., B.M.

CITY OF KETCHUM _____ BLAINE COUNTY, IDAHO

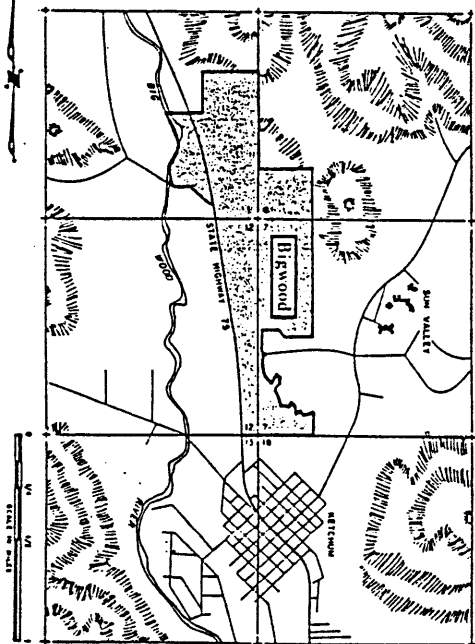
1987

S H E E T I N D E X



LEGEND

PROPOSED ROAD LOCATION (NOT DEDICATED)	IRRIGATION EASEMENT
AMENDED BIG-BLOCK PLAT	25% SLOPE LINE
BOUNDARY LINE	RED ZONE
ORIGINAL SUBDIVISION BOUNDARY LINE	BLUE ZONE
BLOCK BOUNDARY LINE	FLOOD PLAIN LINE (100 Y.)
UTILITY EASEMENT	SET BRASS CAP - INITIAL POINT
SEWER EASEMENT	SET 5/8" X 30" REBAR & CAP
MULTI-USE EASEMENT	FOUND 1/2" REBAR - SET 5/8"
BIKE PATH EASEMENT	X 30" REBAR & CAP
FISHERMEN'S & PEDESTRIAN EASEMENT	FOUND BRASS CAP
WATER TANK ACCESS EASEMENT	FOUND 5/8" REBAR
STREET CENTER LINE	ROUND STONE - SET IN CONCRETE
SNOW STORAGE EASEMENT	POINT IN RIVER - NO MONUMENT SET
V I C I N I T Y	S K E T C H



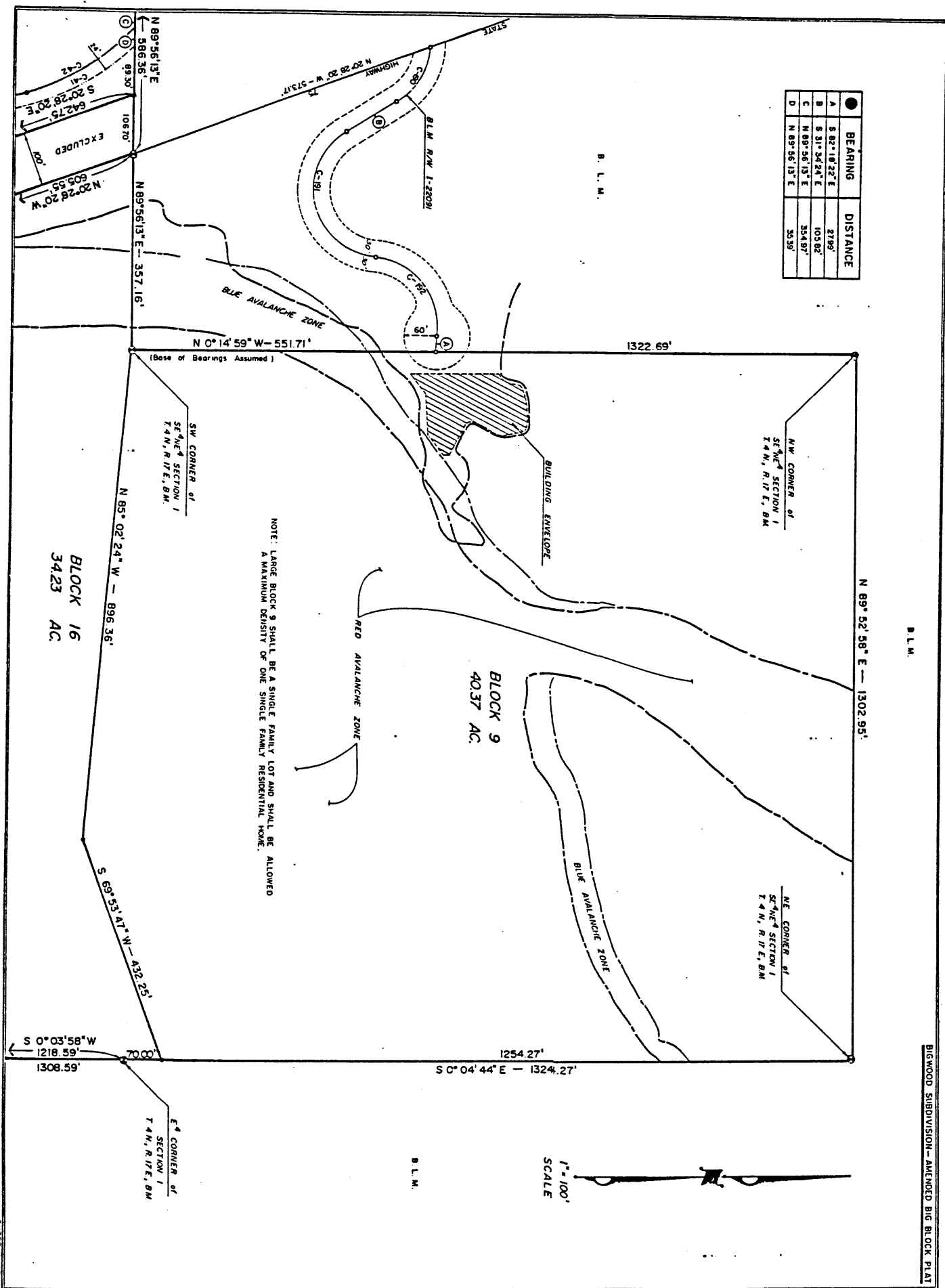
QWFE	DELTA	RADIUS	ARC	CHORD	TAN	L.C.B
C-33	32° 31' 32"	600.00	338.42	328.32	201.72	17° 30' 29" E
C-34	34° 40' 40"	73.00	41.68	41.00	11.93	22° 28' 32" E
C-35	36° 40' 40"	86.00	47.84	47.00	14.37	24° 28' 32" E
C-36	38° 40' 40"	99.00	54.00	53.00	16.81	26° 28' 32" E
C-37	40° 40' 40"	112.00	60.16	59.00	19.25	28° 28' 32" E
C-38	42° 40' 40"	125.00	66.32	65.00	21.69	30° 28' 32" E
C-39	44° 40' 40"	138.00	72.48	71.00	24.13	32° 28' 32" E
C-40	46° 40' 40"	151.00	78.64	77.00	26.57	34° 28' 32" E
C-41	48° 40' 40"	164.00	84.80	83.00	29.01	36° 28' 32" E
C-42	50° 40' 40"	177.00	90.96	89.00	31.45	38° 28' 32" E
C-43	52° 40' 40"	190.00	97.12	95.00	33.89	40° 28' 32" E
C-44	54° 40' 40"	203.00	103.28	101.00	36.33	42° 28' 32" E
C-45	56° 40' 40"	216.00	109.44	107.00	38.77	44° 28' 32" E
C-46	58° 40' 40"	229.00	115.60	113.00	41.21	46° 28' 32" E
C-47	60° 40' 40"	242.00	121.76	119.00	43.65	48° 28' 32" E
C-48	62° 40' 40"	255.00	127.92	125.00	46.09	50° 28' 32" E
C-49	64° 40' 40"	268.00	134.08	131.00	48.53	52° 28' 32" E
C-50	66° 40' 40"	281.00	140.24	137.00	50.97	54° 28' 32" E
C-51	68° 40' 40"	294.00	146.40	143.00	53.41	56° 28' 32" E
C-52	70° 40' 40"	307.00	152.56	149.00	55.85	58° 28' 32" E
C-53	72° 40' 40"	320.00	158.72	155.00	58.29	60° 28' 32" E
C-54	74° 40' 40"	333.00	164.88	161.00	60.73	62° 28' 32" E
C-55	76° 40' 40"	346.00	171.04	167.00	63.17	64° 28' 32" E
C-56	78° 40' 40"	359.00	177.20	173.00	65.61	66° 28' 32" E
C-57	80° 40' 40"	372.00	183.36	179.00	68.05	68° 28' 32" E
C-58	82° 40' 40"	385.00	189.52	185.00	70.49	70° 28' 32" E
C-59	84° 40' 40"	398.00	195.68	191.00	72.93	72° 28' 32" E
C-60	86° 40' 40"	411.00	201.84	197.00	75.37	74° 28' 32" E
C-61	88° 40' 40"	424.00	208.00	203.00	77.81	76° 28' 32" E
C-62	90° 40' 40"	437.00	214.16	209.00	80.25	78° 28' 32" E
C-63	92° 40' 40"	450.00	220.32	215.00	82.69	80° 28' 32" E
C-64	94° 40' 40"	463.00	226.48	221.00	85.13	82° 28' 32" E
C-65	96° 40' 40"	476.00	232.64	227.00	87.57	84° 28' 32" E
C-66	98° 40' 40"	489.00	238.80	233.00	90.01	86° 28' 32" E
C-67	100° 40' 40"	502.00	244.96	239.00	92.45	88° 28' 32" E
C-68	102° 40' 40"	515.00	251.12	245.00	94.89	90° 28' 32" E
C-69	104° 40' 40"	528.00	257.28	251.00	97.33	92° 28' 32" E
C-70	106° 40' 40"	541.00	263.44	257.00	99.77	94° 28' 32" E
C-71	108° 40' 40"	554.00	269.60	263.00	102.21	96° 28' 32" E
C-72	110° 40' 40"	567.00	275.76	269.00	104.65	98° 28' 32" E
C-73	112° 40' 40"	580.00	281.92	275.00	107.09	100° 28' 32" E
C-74	114° 40' 40"	593.00	288.08	281.00	109.53	102° 28' 32" E
C-75	116° 40' 40"	606.00	294.24	287.00	111.97	104° 28' 32" E
C-76	118° 40' 40"	619.00	300.40	293.00	114.41	106° 28' 32" E
C-77	120° 40' 40"	632.00	306.56	299.00	116.85	108° 28' 32" E
C-78	122° 40' 40"	645.00	312.72	305.00	119.2	110° 28' 32" E
C-79	124° 40' 40"	658.00	318.88	311.00	121.64	112° 28' 32" E
C-80	126° 40' 40"	671.00	325.04	317.00	124.08	114° 28' 32" E
C-81	128° 40' 40"	684.00	331.20	323.00	126.52	116° 28' 32" E
C-82	130° 40' 40"	697.00	337.36	329.00	128.96	118° 28' 32" E
C-83	132° 40' 40"	710.00	343.52	335.00	131.4	120° 28' 32" E
C-84	134° 40' 40"	723.00	349.68	341.00	133.84	122° 28' 32" E
C-85	136° 40' 40"	736.00	355.84	347.00	136.28	124° 28' 32" E
C-86	138° 40' 40"	749.00	362.00	353.00	138.72	126° 28' 32" E
C-87	140° 40' 40"	762.00	368.16	359.00	141.16	128° 28' 32" E
C-88	142° 40' 40"	775.00	374.32	365.00	143.6	130° 28' 32" E
C-89	144° 40' 40"	788.00	380.48	371.00	146.04	132° 28' 32" E
C-90	146° 40' 40"	801.00	386.64	377.00	148.48	134° 28' 32" E
C-91	148° 40' 40"	814.00	392.80	383.00	150.92	136° 28' 32" E
C-92	150° 40' 40"	827.00	398.96	389.00	153.36	138° 28' 32" E
C-93	152° 40' 40"	840.00	405.12	395.00	155.8	140° 28' 32" E
C-94	154° 40' 40"	853.00	411.28	401.00	158.24	142° 28' 32" E
C-95	156° 40' 40"	866.00	417.44	407.00	160.68	144° 28' 32" E
C-96	158° 40' 40"	879.00	423.60	413.00	163.12	146° 28' 32" E
C-97	160° 40' 40"	892.00	429.76	419.00	165.56	148° 28' 32" E
C-98	162° 40' 40"	905.00	435.92	425.00	168	150° 28' 32" E
C-99	164° 40' 40"	918.00	442.08	431.00	170.44	152° 28' 32" E
C-100	166° 40' 40"	931.00	448.24	437.00	172.88	154° 28' 32" E

DATE		CURVE	DATA		TAN	L C B
DATE	DATA	RAINS	ARC	CHORD		
C-222	1272.00	110.00	224.07	223.14	102.31	8.230.00.0
C-224	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-226	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-228	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-230	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-232	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-234	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-236	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-238	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-240	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-242	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-244	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-246	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-248	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-250	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-252	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-254	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-256	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-258	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-260	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-262	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-264	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-266	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-268	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-270	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-272	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-274	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-276	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-278	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-280	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-282	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-284	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-286	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-288	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-290	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-292	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-294	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-296	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-298	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-300	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-302	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-304	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-306	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-308	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-310	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-312	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-314	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-316	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-318	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-320	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-322	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-324	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-326	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-328	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-330	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-332	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-334	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-336	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-338	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-340	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-342	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-344	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-346	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-348	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-350	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-352	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-354	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-356	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-358	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-360	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-362	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-364	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-366	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-368	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-370	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-372	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-374	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-376	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-378	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-380	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-382	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-384	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-386	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-388	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-390	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-392	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-394	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-396	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-398	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-400	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-402	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-404	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-406	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-408	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-410	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-412	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-414	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-416	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-418	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-420	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-422	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-424	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-426	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-428	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-430	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-432	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-434	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-436	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-438	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-440	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-442	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-444	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-446	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-448	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-450	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-452	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-454	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-456	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-458	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-460	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-462	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-464	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-466	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-468	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-470	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-472	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-474	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-476	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-478	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-480	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-482	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-484	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-486	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-488	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-490	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-492	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-494	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-496	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-498	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-500	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-502	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-504	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-506	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-508	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-510	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-512	1174.00	110.00	224.00	223.06	102.30	8.230.00.0
C-514	1174.00	110.00</				

NOTES

1. The real property contained within this plat is subject to the Annexation, Service, and Development Agreement recorded as Instrument No. 267138 in the office of the Blaine County Recorder, Malley, Idaho, and subsequent amendments thereto. The owners, purchasers, heirs, successors, and assigns of the property or any portion thereof are subject thereto including but not limited to the payment of certain obligations and performance of certain fees as required by the said agreement. The owners, purchasers, heirs, successors, and assigns of any streets, water system, sewer system or other improvement upon or over the property, the use or development of blocks shown on this plat. Construction thereof shall be completed as required by the said agreement. The obligation to construct said improvements as well as the maintenance and development of the large blocks shown on this plat, including but not limited to the maintenance and development of the large blocks shown on this plat, shall be subject to the said agreement. The use or development of blocks or portion thereof may be prohibited or limited.
2. No motorized vehicle access directly onto State Highway 75 and onto Saddle Road except approved public roads and emergency vehicle lanes.
3. **WARNING OF AVALANCHE DANGER:** This parcel of property is situated within the Avalanche Zone District as defined and described in the City of Ketchum Ordinance No. 208 as amended by Ordinance No. 302. Avalanche studies and maps are available for inspection at the office of the Ketchum City Clerk.
4. There shall be no resubdivision of Large Blocks 12, 13, 17A, 17B, 19, 21, and 22.
5. Large Blocks 12 and 13 are hereby dedicated as open space in perpetuity and expansion of the golf course. Said Large Blocks are subject to certain public use rights and the right of reversion to the City of Ketchum under the terms of this Subdivision Plat, the Annexation, Service, and Development Agreement, and the Golf Course Municipal Bond recorded as Instrument No. 267147 in the office of the Blaine County Recorder, Malley, Idaho.
5. Large Blocks 17A, 17B, and 22 are hereby dedicated as open space in perpetuity and a blanket easement is hereby granted on, over and across each of said large blocks for public pedestrian, equestrian, and cross-country all use. No cross-country all paths shall be maintained except when the tracks are designated, marked and maintained by a bling organization.
6. All public easements are hereby granted to the City of Ketchum.
7. Building envelopes shall be identified upon the resubdivision of Large Blocks 4, 5, and 7, and no building envelopes shall encroach upon slopes of twenty-five percent (35%) or greater or avalanche zones.
8. The only construction in areas where the natural slope exceeds 35 percent is limited to public utilities.
9. There shall be a 10 foot wide utility easement centered on all block lines and adjacent to all street boundaries.
10. The proposed future road location shown as Stone Ridge Road in Large Block 7 is not subject to approval by the City of Ketchum upon resubdivision of said large block and is not hereby being offered for use or dedication as street nor accepted for dedication by the City of Ketchum.
11. Any application to the State of Idaho for a change in the water rights or usage thereof which are presently appurtenant to the real property comprising the subdivision shall be delivered to the City of Ketchum, Idaho, by the applicant within ten (10) days of the filing date thereof with the State of Idaho.
12. The purpose of this plat is to make amendments to the boundaries of Blocks 4, 5, 7, 12, 13, 17A, 17B, 19, 21 and 22, as shown on the plat of the Bigwood PUD Subdivision, recorded under Instrument No. 210781, in the office of Blaine County Recorder, Malley, Idaho. The remainder of Bigwood PUD Subdivision is shown on the amended plat for public purpose only and is complete as shown on the original plat of "Bigwood PUD Subdivision", and/or any resubdivision of any large block plat.
13. The dedicated roads shown on this plat and designated as Stoneidge Road, South Bigwood Drive, and Clubhouse Road are the amended public road locations, and the rights of way shown for these roads on the original plat of "Bigwood PUD Subdivision" are hereby vacated by the City of Ketchum.

	BEARING	DISTANCE
A	S 82° 18' 22" E	2789'
B	S 31° 34' 24" E	10582'
C	N 69° 36' 13" E	35487'
D	N 69° 36' 13" E	3539'



BEARING	DISTANCE
5° 04' 30" 04" W	30.00'
5° 31' 42" 50" E	43.60'
N 33° 21' 50" W	159.00'
N 34° 55' 42" W	140.29'

BLOCK 9
4037 AC.

NOTE: LARGE BLOCK 9 SHALL BE A SINGLE FAMILY LOT AND SHALL BE ALLOTTED A MAXIMUM DENSITY OF ONE SINGLE FAMILY RESIDENTIAL HOME.

SW CORNER of
SECTION 1
T. 4 N., R. 17 E., B. M.

N 85° 02' 24" W - 896.36'

S 69° 53' 41" N - 432.25'

E 1/4 CORNER of
SECTION 1
T. 4 N., R. 17 E., B. M.

CENTER 1/4 CORNER of
SECTION 1
T. 4 N., R. 17 E., B. M.

BLOCK 16
3423 AC.

NOTE: LARGE BLOCK 16 IS HEREBY DEDICATED IN PERPETUITY TO OPEN SPACE SUBJECT TO PUBLIC TRAIL EASEMENTS. NO DWELLING UNITS, DEVELOPMENT OR FURTHER SUBDIVISION PERMITTED.

NOTE: LARGE BLOCKS 14 & 15 ARE HEREBY DEDICATED TO OPEN SPACE RESERVED FOR GOLF COURSE EXPANSION. ANY PORTION OF SAID LARGE BLOCKS NOT USED AS A GOLF COURSE SHALL REMAIN OPEN SPACE IN PERPETUITY WITH NO DWELLING UNITS, DEVELOPMENT OR FURTHER SUBDIVISION PERMITTED.

BLOCK 1
1388 AC.

N 33° 08' 13" E - 512.58'

RIVERWOODS SUBDIVISION

N 03° 28' 59" E - 465.78'

NOTE: LARGE BLOCK 1 SHALL BE ALLOWED A MAXIMUM OF 8 SINGLE FAMILY DWELLING UNITS. NO FURTHER SUBDIVISION SHALL BE PERMITTED.

BLOCK 14
433 AC.

BLOCK 2A
8.20 AC.

NOTE: LARGE BLOCK 2 SHALL BE ALLOTTED A MAXIMUM OF 9 SINGLE FAMILY DWELLING UNITS NO FURTHER SUB-DIVISION SHALL BE PERMITTED.

SW CORNER of LOT 7
SECTION 6
T. 4 N., R. 17 E., B. M.

S 88° 55' 24" E
160.63'
345.00'
S 89° 06' 34" E

S 0° 03' 58" W - 1308.59'

B. L. M.

SHEET 5 OF

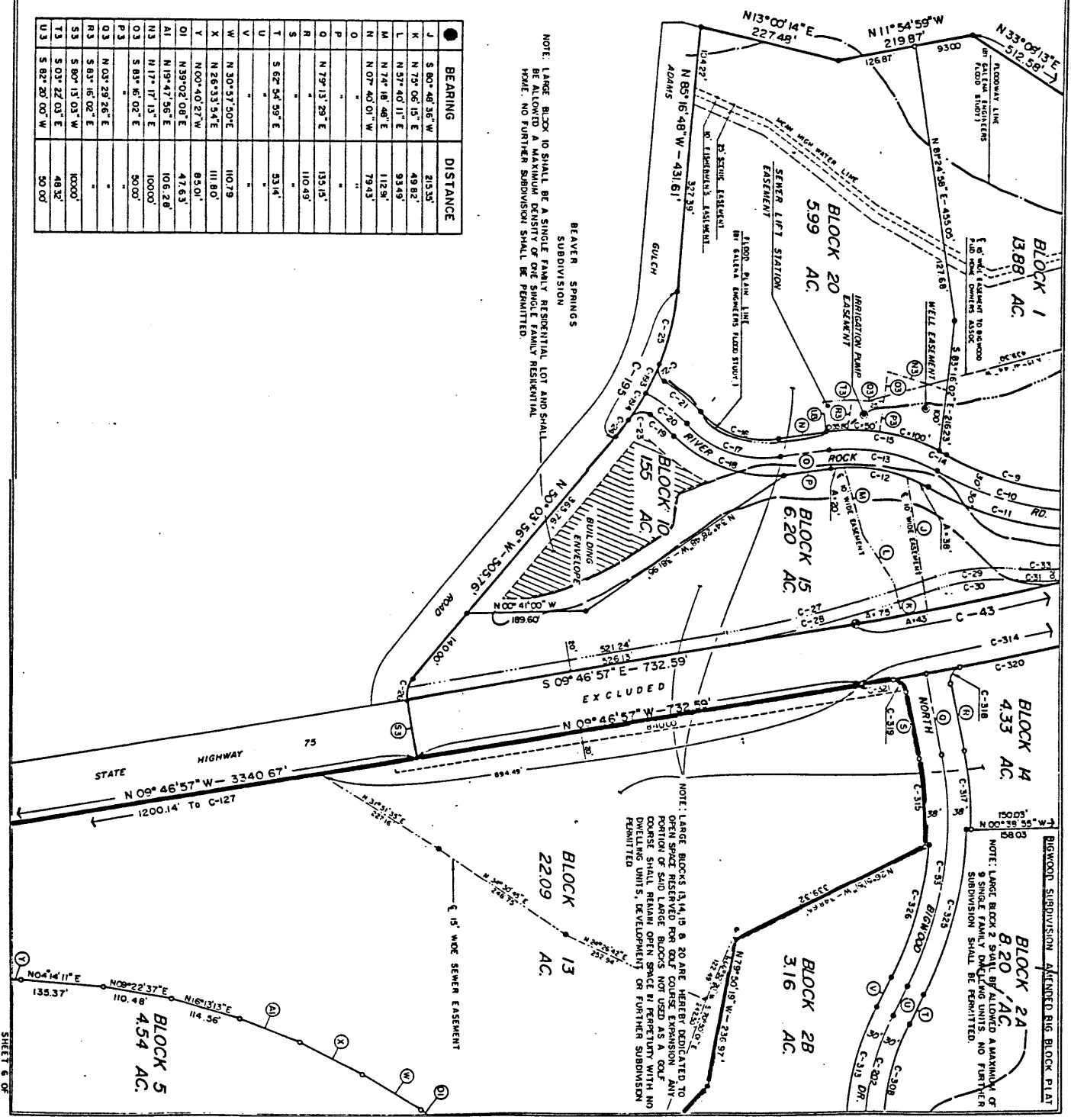
1" = 100'
SCALE

RIVERWOOD
SUBDIVISION

BEARING	DISTANCE
J 3 80° 46' 36" W	215.35'
K N 79° 06' 15" E	49.82'
L N 37° 40' 11" E	93.49'
M N 74° 18' 48" E	112.24'
N N 07° 40' 01" W	79.43'
O -	-
P -	-
Q N 79° 13' 29" E	135.15'
R -	-
S -	-
T 5 62° 54' 09" E	53.14'
U -	-
V -	-
W N 30° 37' 50" E	110.79'
X N 26° 33' 54" E	111.80'
Y N 00° 40' 27" W	85.01'
Z N 39° 02' 08" E	47.63'
AA N 19° 47' 56" E	106.28'
AB N 17° 17' 15" E	100.00'
AC 5 81° 46' 02" E	50.00'
AD -	-
AE N 03° 29' 26" E	-
AF 5 81° 16' 02" E	-
AG 5 80° 13' 03" W	100.00'
AH 5 03° 22' 03" E	48.32'
AI 5 82° 20' 00" W	50.00'

NOTE: LARGE BLOCK 10 SHALL BE A SINGLE FAMILY RESIDENTIAL LOT AND SHALL BE ALLOWED A MAXIMUM DENSITY OF ONE SINGLE FAMILY RESIDENTIAL HOME. NO FURTHER SUBDIVISION SHALL BE PERMITTED.

BEAVER SPRINGS
SUBDIVISION



NOTE: LARGE BLOCK 2 SHALL BE ALLOWED A MAXIMUM OF 8 SINGLE FAMILY DWELLING UNITS. NO FURTHER SUBDIVISION SHALL BE PERMITTED.

BLOCK 2A
8.20 AC.

BLOCK 3A
6.45 AC.

BLOCK 2B
3.16 AC.

BLOCK 3B
0.67 AC.

BLOCK 13
22.09 AC.

BLOCK 5
4.54 AC.

BLOCK 4D
0.45 AC.

BLOCK 4B
500 AC.

BLOCK 4A
2.63 AC.

BLOCK 21
5.81 AC.

BLOCK 6
16.41 AC.

BLOCK 17A
78.93 AC.

BLOCK 17B
0.83 AC.

BLOCK 22
11.4 AC.
OPEN SPACE

NOTE: LARGE BLOCK 6 SHALL BE ALLOWED A MAXIMUM OF 8 SINGLE FAMILY RESIDENTIAL UNITS. NO FURTHER SUBDIVISION SHALL BE PERMITTED.

NOTE: LARGE BLOCK 3 SHALL BE ALLOWED A MAXIMUM OF 8 SINGLE FAMILY RESIDENTIAL UNITS. NO FURTHER SUBDIVISION SHALL BE PERMITTED.

NOTE: LARGE BLOCKS 4A, 4B, 4C, 4D SHALL BE ALLOWED A MAXIMUM OF 8 SINGLE FAMILY RESIDENTIAL UNITS. NO FURTHER SUBDIVISION SHALL BE PERMITTED.

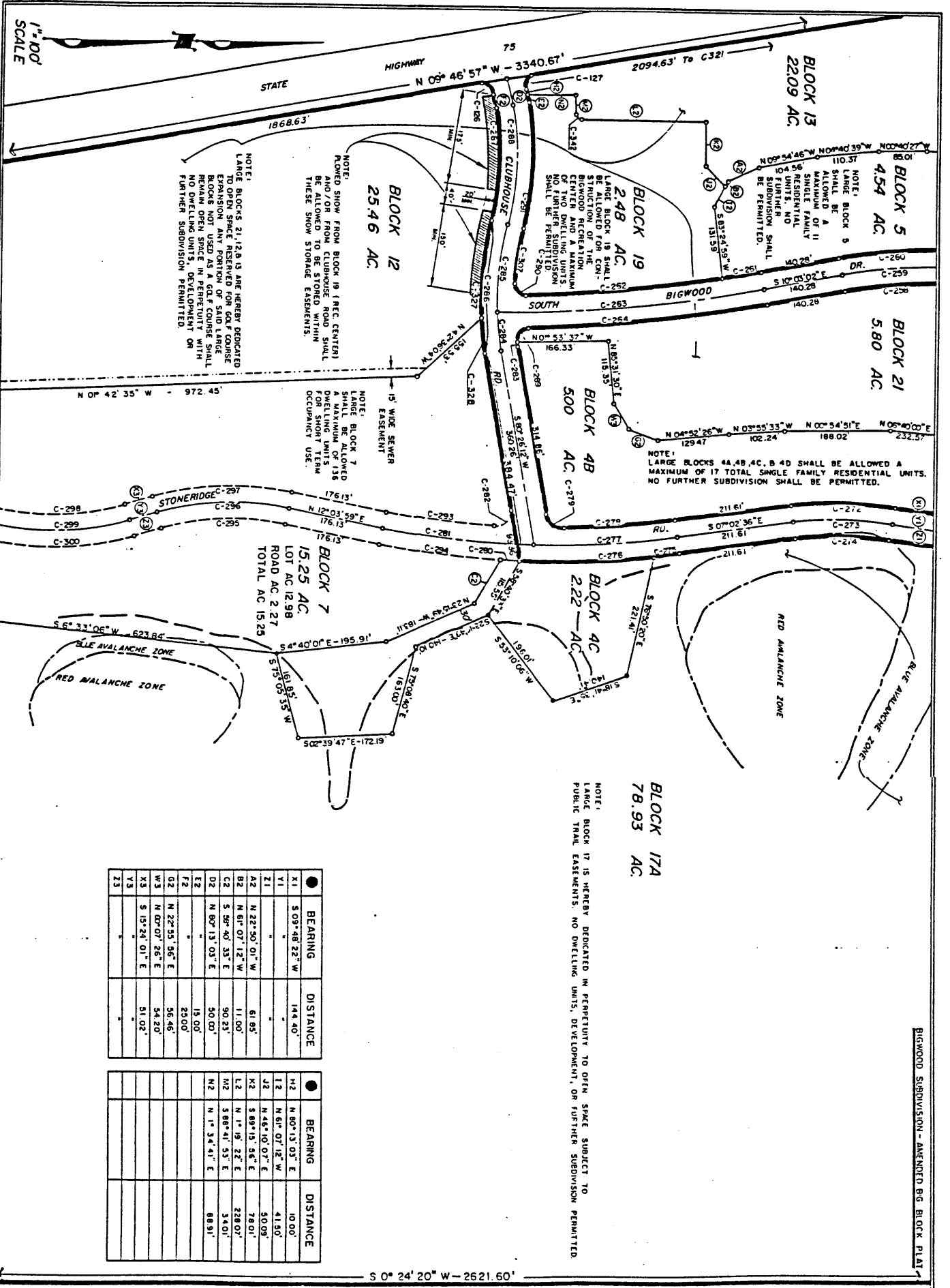
NOTE: LARGE BLOCKS 17A, 17B, 8, 22 ARE HEREBY DEDICATED IN PERPETUITY TO OPEN SPACE SUBJECT TO PUBLIC FRANK EASEMENTS. NO DWELLING UNITS, DEVELOPMENT OR FURTHER SUBDIVISION PERMITTED.

BEARING	DISTANCE
Q N 89° 34' 54" W	106.24
R S 60° 36' 45" W	41.18
S S 29° 13' 07" W	87.60
T S 62° 54' 59" E	33.14
U -	-
V -	-
W S 87° 48' 18" E	4.76
X -	-
Y -	-
Z N 04° 14' 11" E	133.37
AA N 09° 22' 37" E	110.48
AB N 16° 13' 15" E	114.56
AC N 15° 47' 56" E	106.28
AD N 54° 48' 15" E	153.63
AE -	-
AF N 26° 33' 54" E	88.82
AG N 30° 37' 50" E	111.80
AH N 73° 38' 03" E	112.61

BEARING	DISTANCE
O S 04° 23' 50" W	41.01
P S 30° 51' 41" E	89.32
Q N 73° 38' 03" E	112.61
R -	-
S N 80° 46' 20" E	43.78
T S 35° 43' 35" E	73.90
U N 39° 02' 08" E	47.63
V S 29° 46' 35" W	99.00
W -	-
X -	-
Y N 09° 33' 55" E	62.28
Z -	-
AA -	-
AB N 04° 00' 38" W	35.86
AC -	-
AD S 09° 48' 22" W	144.40
AE -	-
AF -	-
AG -	-
AH -	-

1" = 100' SCALE

1"=100'
SCALE



●	BEARING	DISTANCE
X1	S 09° 48' 22" W	144.40'
Y1	-	-
A2	N 22° 50' 01" W	61.85'
B2	N 61° 07' 12" W	11.00'
C2	S 50° 40' 33" E	90.23'
D2	N 80° 13' 03" E	50.03'
E2	-	15.00'
F2	-	25.00'
G2	N 22° 55' 56" E	56.46'
H2	N 00° 07' 26" E	54.20'
I2	S 15° 24' 01" E	51.02'
J2	-	-

●	BEARING	DISTANCE
H2	N 80° 13' 03" E	10.00'
I2	N 61° 07' 12" W	41.50'
J2	N 46° 10' 07" E	50.09'
K2	S 89° 15' 56" E	78.01'
L2	N 1° 18' 22" E	228.07'
M2	S 88° 41' 53" E	3.401'
N2	N 1° 34' 41" E	88.91'
O2	-	-
P2	-	-
Q2	-	-
R2	-	-
S2	-	-
T2	-	-
U2	-	-
V2	-	-
W2	-	-
X2	-	-
Y2	-	-
Z2	-	-

S 0° 24' 20" W - 2621.60'

●	BEARING	DISTANCE
X 2	S 45° 00' 02" E	109.34'
A 3	S 44° 55' 36" W	34.03'
B 3	S 54° 20' 48" E	223.49'
C 3	S 32° 39' 04" E	192.68'
D 3	S 07° 08' 22" E	94.48'
E 3	N 75° 06' 04" W	143.00'
F 3	S 70° 52' 24" W	88.70'
G 3	S 07° 28' 04" E	165.00'
H 3	N 72° 10' 58" E	97.78'
I 3	N 20° 39' 02" E	165.89'
J 3	N 45° 26' 15" E	159.03'
K 3	N 63° 48' 51" E	140.28'
L 3	N 17° 06' 16" W	15.00'
M 3	N 07° 00' 27" W	83.75'

1" = 100'
SCALE

KETCHUM
SUN VALLEY

CITY OF
CITY

S 0° 00' 54" E - 526.43'

SE CORNER OF LOT 4
SECTION 7
T 4 N, R 18 E, B 1 M

SHEET 10 OF

BLOCK 11
30.17 AC.

NOTE: LARGE BLOCK 11 IS HEREBY DEDICATED TO OPEN SPACE RESERVED FOR GOLF COURSE EXPANSION. ANY PORTION OF SAID LARGE BLOCK NOT USED AS A GOLF COURSE SHALL REMAIN OPEN SPACE IN PERPETUITY WITH NO DWELLING UNITS, DEVELOPMENT OR FURTHER SUBDIVISION PERMITTED.

T 4 N, R 17 E, B 1 M T 4 N, R 18 E, B 1 M

S 88° 42' 43" W - 422.32'

CEMETARY

12 7 13 18

BLUE AVALANCHE ZONE
RED AVALANCHE ZONE

N 89° 33' 01" W - 663.18'

N 89° 33' 01" W - 599.25'

BLOCK 18
8.50 AC.

NOTE: LARGE BLOCK 18 IS HEREBY DEDICATED IN PERPETUITY TO OPEN SPACE SUBJECT TO PUBLIC TRAIL EASEMENTS NO DWELLING UNITS, DEVELOPMENT OR FURTHER SUBDIVISION PERMITTED.

SADDLE VIEW
SUBDIVISION
NO. 2

S 34° 08' 47" E
234.93'

S 14° 55' 18" E
234.93'

C-168

N 16° 15' 31" N
252.90'

S 80° 15' 05" E
200.91'

S 05° 39' 11" W
233.06'

S 01° 14' 57" E
184.98'

LARK SPUR
CONDOS

BIGWOOD
CONDOS NO. 2

N 2° 46' 44" W - 247.94'

N 06° 58' 25" W - 309.67'

N 10° 56' 29" E - 288.29'

S 62° 24' 33" E
211.89'

S 01° 05' 12" W
244.87'

S 18° 00' 42" W
260.04'

S 21° 11' 45" E - 442.49'

N 27° 11' 45" W - 191.49'

C-164

C-163

5' ROAD MAINTENANCE
EASEMENT

GOLFVIEW
SUBDIVISION
NO. 1
7.19 AC.
EXCLUDED

STATE HIGHWAY 75

N 03° 22' 56" W - 1586.53'

NORTHWOOD
SUBDIVISION

CERTIFICATE OF OWNERS

This is to certify that the undersigned are the owners, or representatives of the owners, in fee simple of the following described property, located in Section 6, Township 4 North, Range 18 East, Boise Meridian and Section 12, Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho. Said property more specifically described as follows:

Commencing at the Northeast corner of Government Lot 7, Township 4 North, Range 18 East, Boise Meridian which is the INITIAL POINT

Thence S 1°04'40" E, 1315.02' to the Southeast corner of said Lot 7,
 Thence S 0°24'20" W, 2621.60' to the Northwest corner of said Lot 7,
 Thence S 0°03'39" E, 720' to the Southwest corner of said Lot 7,
 Thence along a curve C-161 to the Northwest corner of said Lot 7,
 Thence S 80°04'12" W, 42.32' to the Southwest corner of said Lot 7,
 Thence N 8°46'57" W, 4073.25' to the Northwest corner of said Lot 7,
 Thence S 118°00'15" E, 84.12' to the Southwest corner of said Lot 7,
 Thence S 0°03'42" W, 80.00' to the Northwest corner of said Lot 7,
 Thence S 89°06'34" E, 1377.74' to the INITIAL POINT.

The gross area contained in this subdivision is 184.00 Acres.

It is the intention of the undersigned to, and they do hereby include and bind in this plat, that the undersigned over and that the easements shown hereon are granted to the public with the right to use said easements for their intended purposes forever. No structures, other than for such utility and other designated uses, are to be erected within the lines of said easement. Protective Covenants governing this Subdivision are recorded under County Recorder Instrument Number _____.

SEABOARD IDAHO INCORPORATED

Brion McCoy - President
 Cleveford Patterson - Secretary

IN WITNESS WHEREOF, as holders of security interests we hereby subscribe to the foregoing owner's certificate, and hereunto set our hand.

David M. Sullivan - President of Nathan, Monroe, Inc.
 Paul S. Shiff - Assistant Secretary of Nathan, Monroe, Inc.

Gerald Saffert - Mayor of The City of Ketchikan

Final Security Book of Idaho, N.A. by Roger E. Chapman - Vice President & Attorney in Fact

Robert A. & Patricia D. Guinier by Stratton Loggie - Attorney in Fact

STATE OF IDAHO,)
 COUNTY OF TWIN FALLS,) ss

On this 22nd day of July, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Brion McCoy and Cleveford Patterson, known to me to be the President and Secretary, respectively, of Seaboard Idaho Inc., an Idaho Corporation, and acknowledged to me that the Corporation 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
 Douglas M. Mendenhall
 Residing at Twin Falls, Idaho



BLICKWOOD SUBDIVISION - AMENDED BIG BLOCK PLAT

STATE OF IDAHO,)
 COUNTY OF ADA,) ss

On this 22nd day of July, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared David M. Sullivan and Paul S. Shiff, known to me to be the President and Assistant Secretary, respectively, of Nathan, Monroe, Inc., known to me to be General Partners in the Partnership of River Rock Ltd., and acknowledged to me that the partnership executed the same.

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

Notary Public
 Douglas M. Mendenhall
 Residing at Twin Falls, Idaho

ACKNOWLEDGEMENT

On this 22nd day of July, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared David Saffert known to me to be the Mayor of The City of Ketchikan, Idaho and acknowledged to me that the City executed the same.

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

Notary Public
 Residing at _____

ACKNOWLEDGEMENT

STATE OF ALA.,)
 COUNTY OF ALA.,) ss

On this 22nd day of July, 1987, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Roger E. Chapman, known to me to be the person whose name is subscribed to the within instrument as Vice President, Vice President and Attorney in Fact for said organization.

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

Notary Public
 Filed E. A. Guinier
 Residing at Boise, Idaho

ACKNOWLEDGEMENT

STATE OF)
 COUNTY OF) ss

On this _____ day of _____, 1987, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Stratton Loggie, known to me to be the person whose name is subscribed to the within instrument as Attorney in Fact, for Robert A. & Patricia D. Guinier, and acknowledged to me that he subscribed the names of said individuals as Principal and as own name as Attorney in Fact for said individuals.

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
 Residing at _____

CERTIFICATE OF SURVEYOR

This is to certify that I, Roger A. Kruger, a Registered Land Surveyor in the State of Idaho, made the Survey of land as described in the Certificate of Owners and designated herein as Bigwood Subdivision and that this plat is a true and accurate representation of said survey as made and relied under my supervision and direction.

COUNTY ENGINEER'S CERTIFICATE

This is to certify that the undersigned has checked the foregoing plat and computations for making the same and has determined that they comply with the laws of the State of Idaho and the County of Blaine relied herein.

ACKNOWLEDGEMENT

STATE OF IDAHO) ss
COUNTY OF THURGOOD)
On this _____ day of _____, 1987, before me, a Notary Public in and for the State of Idaho, personally appeared Roger A. Kruger, known to me to be the person whose name is subscribed to the above Certificate of Surveyor and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. My Commission expires _____.

Notary Public in and for the State of Idaho

COUNTY TREASURER'S CERTIFICATE

The foregoing plat has been accepted and approved by the County Treasurer of Blaine County, Idaho, this _____ day of _____, 1987.

Blaine County Treasurer

COUNTY RECORDERS CERTIFICATE

Instrument No _____
STATE OF IDAHO) ss
COUNTY OF BLAINE)
This is to certify that the foregoing plat was filed for record in the office of the recorder of Blaine County, Idaho on this _____ day of _____, 1987, at _____ M., and duly recorded in plat book _____ of page _____.

Deputy

Ex. Office Recorder

CITY ENGINEER'S CERTIFICATE

This is to certify that the undersigned, a Registered Professional Engineer in the State of Idaho, has checked the foregoing plat and computations for making the same and has determined that they comply with the laws of the State of Idaho and ordinances of the City of Ketchum.

CITY OF KETCHUM

The accompanying plat of Bigwood Subdivision is hereby approved by the City of Ketchum, Idaho, by resolution adopted this _____ day of _____, 1987.

Mayor

City Clerk

PLANNING & ZONING COMMISSION ACCEPTANCE

The foregoing plat was duly accepted and approved by the City of Ketchum Planning and Zoning Commission on this _____ day of _____, 1987.

Chairman

SANITARY RESTRICTION



City of Ketchum

ATTACHMENT H

ORIGINAL IN FILE

THIRD SUPPLEMENTAL AGREEMENT
TO BIGWOOD ANNEXATION
SERVICES AND DEVELOPMENT AGREEMENT

This Third Supplemental Agreement ("Supplemental Agreement") entered into this 14th day of May, 1999, by and between the City of Ketchum, Idaho, a municipal corporation ("Ketchum") and David M. Sellgren, an unmarried man ("Sellgren"), and Thunder Spring-Wareham, a California limited liability company ("Wareham"), and Bigwood Property Owners Association ("Bigwood Association").

RECITALS:

This Supplemental Agreement is predicated upon the following facts and objectives:

1. Sellgren is the owner of the property commonly known as the Big Wood Golf Course, which is a part of the Bigwood Large Block P.U.D. Subdivision.
2. Bigwood Association is the owner of the Recreation Center located on Large Block 19 of the Bigwood PUD Subdivision and the managing agent of the common area located in the Bigwood P.U.D. Subdivision.
3. Sellgren is the owner of Large Block 12 of the Bigwood P.U.D. Subdivision. Sellgren is also the Lessee of part of the Recreation Center located on Large Block 19.
4. Wareham is the owner of tax lot 4410.
5. Sellgren and Wareham have entered into an agreement under and by virtue of which, among other things, the lot line between Large Block 12 of the Bigwood P.U.D. Subdivision and tax lot 4410 will be shifted approximately 30 feet to the west, the golf clubhouse and related maintenance for the Bigwood golf course will be relocated from Large Block 19 to Large Block 12 of the Bigwood P.U.D. Subdivision, the fire access road will be improved and used for access to the new clubhouse, as well as the Thunder Spring P.U.D. adjacent thereto, and adequate parking will be provided.
6. Sellgren and Bigwood Association have entered into an Agreement whereby the uses of the Recreation Center located in Large Block 19 of the Bigwood P.U.D. Subdivision will be modified pursuant to the terms and conditions approved by the Ketchum City Council on November 16, 1998.
7. The Parties desire to amend and supplement the Bigwood Annexation Services and Development Agreement, dated August 15, 1985, and recorded as Instrument No. 266738 in the office of the Blaine County Recorder as amended by the First

BLAINE CO. REQUEST

OF: David M. Sellgren Agreement 428370

THIRD SUPPLEMENTAL AGREEMENT
TO BIGWOOD ANNEXATION SERVICES
AND DEVELOPMENT AGREEMENT - Page 1
April 22, 1999

'99 JUN 14 PM 2 08

MARSHA RIEKANN, CLERK

FFFS 8 30 00

Supplemental Agreement dated August 1, 1986, and the Second Supplemental Agreement dated November 6, 1987, ("Annexation Agreement") as provided herein to among other things permit Sellgren and Warcham to construct the above mentioned improvements and to limit the uses of the Recreation Center located in Large Block 19 of the Bigwood P.U.D. Subdivision.

8. On October 13, 1997, the Planning and Zoning Commission conditionally approved the proposed amendments and supplementation.
9. On October 20, 1997, the City Council conditionally approved the proposed amendments and supplementation.
10. On November 16, 1998, the City Council clarified and amended its October 20, 1997 decision with respect to the conditions and restrictions placed on the Recreation Center located within Large Block Number 19 and the conditions and restrictions placed on the Golf Clubhouse relocated within Large Block Number 12.

NOW, THEREFORE, in consideration of the City Council's conditions of approval and the promises, covenants and agreements contained herein, the parties covenant and agree as follows:

AMENDMENTS:

The Annexation Agreement is amended and supplemented as follows:

1. The City of Ketchum affirms that Sellgren and the Bigwood Association are not presently in default of said Annexation Agreement and the Bigwood Conditional Use Permit.
2. Paragraph 1.4(i) of the Annexation Agreement is amended by adding the following sentences to the end thereof:

Large Block 12 shall be the Block upon which the golf course clubhouse and related maintenance shall be located. The current fire access road shall be improved to a width of twenty-six (26) feet and to standards established in Ketchum City Ordinance 276, Street Standards. The improved fire access road will be used to access the golf course clubhouse and the Thunder Spring project but shall not be used for access to Large Block 7 of the Bigwood P.U.D and an automatic fire gate approved by the Ketchum Fire Department must be installed at the north end of the fire access road. A parking area shall be constructed that will provide required parking for the golf course clubhouse. A pedestrian/bicycle path shall be constructed pursuant to AASTO standards. All of the above shall comply with the conditions outlined in the October 20, 1997 Council approval and



any subsequent Design Review approvals by the Planning and Zoning Commission. The lot line shall be shifted between Large Block 12 of the Bigwood P.U.D. and Tax Lot 4410 prior to the issuance of a building permit for the Golf Clubhouse. To accomplish the lot line shift a thirty (30) foot easement shall be reserved by Sellgren that restricts in perpetuity the use of said thirty (30) feet to open space or golf course uses for Large Block 12. Sellgren and Wareham shall submit to the City of Ketchum a general Master Plan for the Bigwood Golf Course prior to the issuance of a Certificate of Occupancy for the Golf Clubhouse. The Master Plan must include, but is not necessarily limited to, a conceptual course layout, the location and enclosure of all maintenance and storage equipment, and provision of adequate amenities needed for golf course users. All of the above is subject to Design Review approval by the City of Ketchum.

2. Paragraph 4.5 is amended by the addition of the following:

The City of Ketchum acknowledges and agrees that if the golf course clubhouse and the proposed changes to the layout of the golf course are constructed and maintained in accordance with the City's Design Review approval said improvements shall be in accordance with accepted industry standards for a first rate golf course and will enhance and add to the value of the golf course and therefore the improvements themselves would not trigger the right of reversion held by the City of Ketchum. All future changes to the golf course, however, must be in accordance with accepted industry standards for a first rate golf course.

3. Paragraph 4.7 is amended by adding and striking the following language:

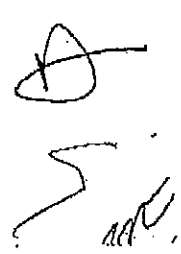
Recreation Center. The recreation center shall be constructed may be maintained within Large Block Number 19 in accordance with this Agreement and shall include up to five (5) four (4) tennis courts, landscaping, and swimming pool. The recreation center may additionally include only the following uses: a tennis pro shop, and may include a pro shop and golf maintenance facilities, a two bedroom employee housing unit for the manager, a one bedroom employee housing unit for the assistant manager, a community recreation room, a sales and property management area, locker rooms, showers, restroom facilities, food and beverage service which shall be limited to the hours of golf course operation, except for Bigwood Property Owners Association uses or functions, and additional recreational facilities. The following accessory uses related to the operation of the golf course may also be maintained in the recreation

10
5
mk

center, golf teaching center, golf administrative offices and golf outing special events. The kitchen facilities and equipment located within the recreation center shall not be used to provide off golf course catering. Golf course and golf course accessory use parking shall not be allowed on Clubhouse Drive or any other streets in Bigwood PUD and the existing parking on the south side of Clubhouse Drive shall be eliminated and the area resodded. Parking related to food and beverage service and to all golf course uses and to golf course employees shall be limited to the thirty-one (31) stall parking lot south of the recreation center as shown on Exhibit A and no overnight parking shall be allowed in that lot. No golf course maintenance equipment shall be parked overnight or stored on Large Block 19. A maximum of six (6) golf carts may be parked overnight within the golf cart parking area shown on Exhibit A, during the times the golf course is open for play and said golf cart parking area shall be screened aesthetically to a height of at least six (6) feet. Bigwood may also construct a restaurant and bar within the recreation center building, and may construct a separate golf maintenance building upon receiving a conditional use permit therefore in accordance with zoning regulations and requirements then in effect. The final design and landscaping shall be subject to the design review regulations of Ketchum in effect at the date of application therefore and the building and all parking areas shall be adequately screened from State Highway 75. Bigwood will cooperate with Ketchum in making the recreation center available to public groups. Construction of the recreation center shall be a required improvement prior to the issuance of a building permit for any structure within Large Block Number 7. Upon completion of the recreation center building, Bigwood shall immediately discontinue use of the existing golf clubhouse and remove same and close the existing access road thereto.

ADDITIONAL PROVISIONS:

1. Each of the parties executing this Agreement represent and warrant that they have the lawful authority and authorization from their respective entities to execute this Third Supplemental Agreement.
2. This Supplemental Agreement is made subject to and shall not effect the rights and obligations of parties other than Sellgren, Bigwood Association, and the City of Ketchum. If any portion of this Supplemental Agreement is held by a court of competent jurisdiction to violate any rights of third parties or result in any modification, waiver, termination, or annulment of any obligations and covenants between any such third party and Ketchum then the provision so declared shall be null and void.



3. This Supplemental Agreement shall inure to the benefit of and be binding upon Sellgren, Bigwood Association, and the City of Ketchum, their successors and assigns and shall be a covenant running with the land.
4. This Agreement is supplemental to and amends said Annexation Agreement. All provisions, terms, conditions, restrictions, and covenants of said Annexation Agreement, except as to the extent hereby specifically amended, shall remain in full force and effect.
5. Nothing contained herein shall be deemed or construed to create any third party beneficiaries.
6. This Agreement may be executed in any number of counter parts, each of which will constitute an original.
7. In the event the Golf Clubhouse is not completed within the time limits approved by the City of Ketchum this Third Supplemental Agreement shall become null and void and the Bigwood Annexation Services and Development Agreement currently in place shall be the governing document for the Bigwood P.U.D.

NOTICES:

All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to Ketchum shall be addressed as follows:

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

Notices required to be given to Wareham shall be addressed as follows:

Richard K. Robbins
Thunder Spring - Wareham
1120 Nye Street, Suite 400
San Rafael, CA 94910

Notices required to be given to Sellgren shall be addressed as follows:

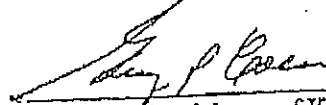
David M. Sellgren
P.O. Box 2810
Sun Valley, ID 83353

Notices required to be given to Bigwood Association shall be addressed as follows:

Bigwood Property Owners Association
c/o Premier Resorts
Attn: Bob Nero
P.O. Box 659
Sun Valley, ID 83353

IN WITNESS WHEREOF, the parties hereto have executed this Third Supplemental Agreement in accordance with the laws of the State of Idaho, the date and year first written above.

CITY OF KETCHUM


Guy P. Coles, Mayor of Ketchum


Sandra E. Cady, City Clerk

THUNDER SPRING-WAREHAM

DAVID M. SELLGREN


David M. Sellgren

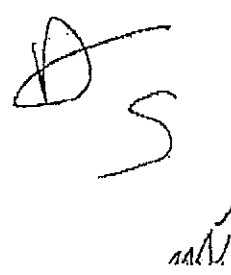
By: 
Name: Rich Robbins
Title: MANAGER / MEMBER

BIGWOOD PROPERTY OWNERS, ASSOC.

By: 
MURREN CAMPBELL, President.

STATE OF IDAHO)
) ss.
County of Blaine)

On this 17th day of May, 1999, before me, a Notary Public in and for said State, personally appeared Guy P. Coles, known or identified to me to be the Mayor of the City of Ketchum, Idaho the municipal corporation that executed the within instrument or the person who executed the instrument on behalf of said municipal corporation and acknowledged to me that such municipal corporation executed the same.



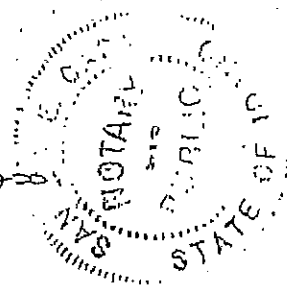
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Jordan E. Cooley

Notary Public for Idaho

Residing at Idaho

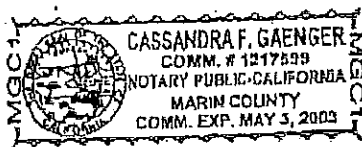
My commission expires 11-20-2000



STATE OF California)
) ss.
County of Marin)

On this 9th day of June, 1999, before me, a Notary Public in and for said State, personally appeared Richard K. Robbins, known or identified to me to be a member of Thunder Spring Wareham, a limited liability company, and the member who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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



Cassandra F. Gaenger

Notary Public for State of California

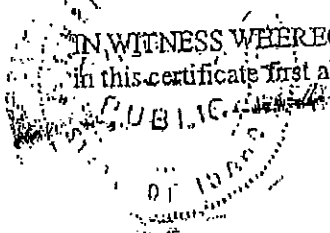
Residing at 219 Forbes Avenue, San Rafael, CA

My commission expires 5/3/03

STATE OF IDAHO)
) ss.
County of Blaine)

On this 20th day of May, 1999, before me, a Notary Public in and for said State, personally appeared David M. Sellgren, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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



Christina A. Roy

Notary Public for Idaho

Residing at Hailey, Idaho

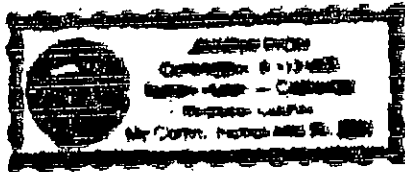
My commission expires 6-6-99

California
STATE OF IDAHO)
) ss.
Riverside
County of Blaine)

[Signature]

On this 10th day of May, 1999, before me, a Notary Public in and for said State, personally appeared MOLLY GRIFFIN known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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



Jennifer Ryon
Notary Public for State of California
Residing at Palm Desert, CA
My commission expires 3-25-01

#1131465
Jennifer Ryon

[Handwritten signature]
16



City of Ketchum

ATTACHMENT I

**FOURTH AMENDMENT TO
BIGWOOD ANNEXATION SERVICE AND DEVELOPMENT AGREEMENT**

This Fourth Amendment to Bigwood Annexation Service and Development Agreement entered into this 10th day of ~~June~~ November, 2023, by and between the City of Ketchum, Idaho, a municipal corporation (Ketchum) and Bigwood Sports, LLC, an Idaho Limited Liability Company (Bigwood Sports).

This Fourth Amendment is predicated upon the following facts and objectives:

1. Bigwood Sports is owner of the Property commonly known as the Bigwood Golf Course, which is part of the Bigwood Large Block, P.U.D. subdivision.
2. Bigwood Sports is currently remodeling the Golf Clubhouse to allow the Clubhouse restaurant to operate on a year-round basis.
3. The parties desire to amend and supplement the Bigwood Annexation Services and Development Agreement, dated August 15, 1985, and recorded as Instrument Number 266738 in the office of the Blaine County Recorder as amended by the First Supplemental Agreement dated August 1, 1986, and the Second Supplemental Agreement dated November 6, 1987, and the Third Supplemental Agreement dated June 14, 1999.
4. On ~~August~~ September 26, 2023, the Planning and Zoning Commission conditionally approved this proposed amendment.
5. On Nov. 6, 2023, the City Council conditionally approved the proposed amendments and supplementation.
6. The following planned unit development standards of the City of Ketchum apply to this Amendment and Supplementation of the proposed project, and will not be detrimental to the present and permitted uses of surrounding areas.

NOW THEREFORE, therefore, in consideration of the City Council's conditional approval and promises, covenants and agreements contained herein, the parties covenant and agree to the following:

AMENDMENT:

1. Paragraph 1.4 (i) of the Annexation Agreement is amended to change the first sentence of paragraph 1.4 (i) to read as follows:

"Large Block 12 shall be the Block upon which the Golf Course Clubhouse, maintenance **and related year-round bar and restaurant** shall be located. There are no further changes to the remaining language of Paragraph 1.4 (i).

- a). The development shall be in harmony with the surrounding areas;
- b). The proposed vehicular and nonmotorized transportation system shall not be altered or changed from existing system;
- c). The plan is in conformance with and promotes the purposes and goals of the comprehensive plan, zoning ordinance, and other applicable ordinances of the City, and not in conflict with public interest.
- d). Location of buildings, park areas and common areas, will not change and shall continue to maximize privacy within the project and in relationship to adjacent properties and protect solar access to adjacent properties.

ADDITIONAL PROVISIONS:

- 1. Each of the parties executing this Agreement represent and warrant that they have the lawful authority and authorization from their respective entities to execute this Fourth Supplemental Agreement.
- 2. This Supplemental Agreement is made subject to and shall not affect the rights and obligations of parties other than Bigwood Sports and the City of Ketchum. If any portion of this Supplemental Agreement is held by a court of competent jurisdiction to violate any rights of third parties or result in any modification, waiver, termination, or annulment of any obligations and covenants between any such third party and Ketchum then the provision so declared shall be null and void.
- 3. This Supplemental Agreement shall inure to the benefit of and be binding upon Bigwood Sports, and the City of Ketchum, their successors and assigns and shall be a covenant running with the land.
- 4. This Agreement is supplemental to, and amends said Annexation Agreement. All provisions, terms, conditions, restrictions, and covenants of said Annexation Agreement, except as to the extent hereby specifically amended, shall remain in full force and effect.
- 5. Nothing contained herein shall be deemed or construed to create any third-party beneficiaries.
- 6. This Agreement may be executed in any number of counter parts, each of which will constitute an original.

NOTICES:

All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to Ketchum shall be addressed as follows:

City Administrator
City of Ketchum
PO Box 2315
Ketchum, ID 83340

Notices required to be given to Bigwood Sports shall be addressed as follows:

William Weidner
Bigwood Sports
PO Box 2455
Ketchum, ID 83340

cc. Brian Barsotti, Esq.
PO Box 370
Ketchum, ID 83340

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Supplemental Agreement in accordance with the laws if the State of Idaho, the date and year first written above.

BIGWOOD SPORTS, LLC

CITY OF KETCHUM

By: 
Name: William Daniel Weidner, III

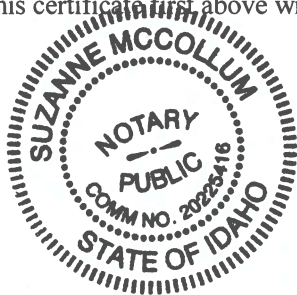
By: 
Neil Bradshaw

STATE OF IDAHO)
) ss.

County of Blaine)

On this 9th day of November 2023, before me, a Notary Public in and for said State, personally appeared William Daniel Weidner III, known or identified to me to be a member of the Bigwood Sports, LLC, a Limited Liability Company, and member who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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



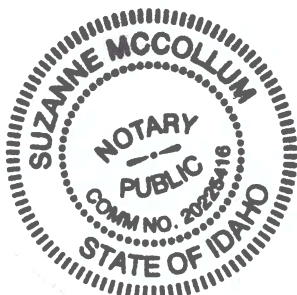
[Signature]
Notary Public for Idaho
Residing at KETCHUM
Commission expires: 11.15.28

STATE OF IDAHO)
) ss.

County of Blaine)

On this 8th day of November 2023, before me, a Notary Public in and for said State, personally appeared Neil Bradshaw know or identified to me to be the Mayor of the City of Ketchum, Idaho the municipal corporation that executed the within instrument or the person who executed the instrument on behalf of this municipal corporation and acknowledged to me that such municipal corporation execute the same.

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



[Signature]
Notary Public for Idaho
Residing at KETCHUM
Commission expires: 11.15.28

agmt.fourthannexbigwood.june2023.docx



City of Ketchum

ATTACHMENT J

Zoning

RU

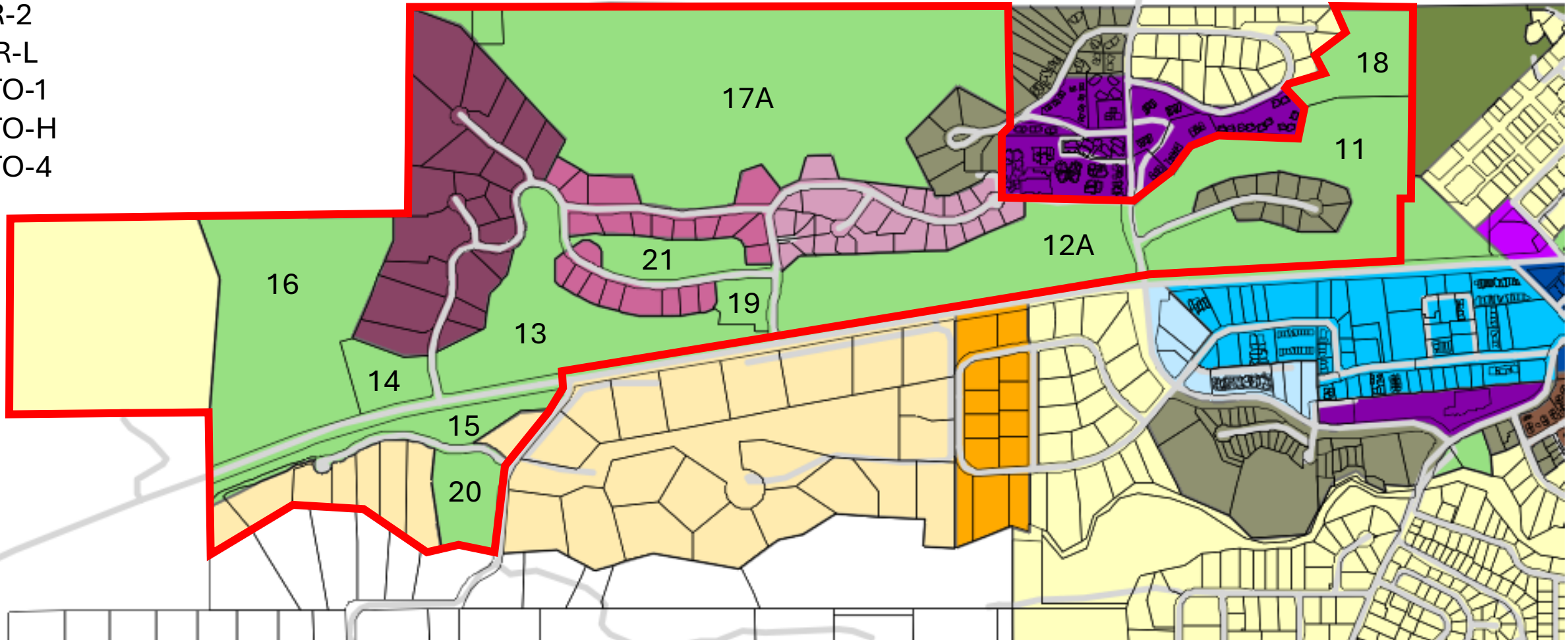
LR-2

GR-L

STO-1

STO-H

STO-4



Golf Course (Lots 11, 12A, 13, and 21)

Golf Course Expansion (14, 15, and 20)

Open Space (16, 17A, 18)



City of Ketchum

ATTACHMENT K

<u>Course</u>	<u>Location (City, State)</u>	<u>Public Access (Y/N)</u>	<u>Restaurant (Y/N)</u>	<u>19th Hole (Y/N)</u>	<u>Weddings & Private Events (Y/N)</u>
Red Sky Golf Club (Fazio Course)	Wolcott, CO	Y	Y	Y	Y
Beaver Creek Golf Club	Beaver Creek, CO	Y	Y	Y	Y
Sonnenalp Club	Edwards, CO	Y	Y	Y	Y
The Club at Cordillera (Valley Course)	Edwards, CO	N	Y	Y	Y
Snowmass Club	Snowmass Village, CO	Y	Y	Y	Y
Maroon Creek Club	Aspen, CO	N	Y	N	N
Aspen Glen Club	Carbondale, CO	N	Y	Y	Y
Jackson Hole Golf & Tennis Club	Jackson, WY	Y	Y	Y	Y
Shooting Star	Teton Village, WY	N	Y	Y	Y
Teton Pines Country Club	Wilson, WY	N	Y	Y	Y
Whitefish Lake Golf Club (South Course)	Whitefish, MT	Y	Y	Y	Y
Iron Horse Golf Club	Whitefish, MT	N	Y	Y	Y
The Ranch Club	Missoula, MT	N	Y	Y	Y
Park Meadows Country Club	Park City, UT	N	Y	Y	Y
Promontory Club (Painted Valley Course)	Park City, UT	N	Y	Y	Y
Glenwild Golf Club	Park City, UT	N	Y	Y	Y
Canyons Golf	Park City, UT	Y	Y	Y	Y
Breckenridge Golf Club (Bear/Beaver)	Breckenridge, CO	Y	Y	Y	Y
The Raven Golf Club at Three Peaks	Silverthorne, CO	Y	Y	Y	Y
Keystone Ranch Golf Course	Keystone, CO	Y	Y	Y	Y
Old Greenwood Golf Course	Truckee, CA	Y	Y	Y	Y
Gray's Crossing Golf Course	Truckee, CA	Y	Y	Y	Y
The Championship Course	Incline Village, NV	Y	Y	Y	Y
Edgewood Tahoe Golf Course	Stateline, NV	Y	Y	Y	Y
Lahontan Golf Club	Truckee, CA	N	Y	Y	Y
Telluride Golf Club	Telluride, CO	Y	Y	Y	Y
The Bridges Golf & Country Club	Montrose, CO	Y	Y	Y	Y
Big Sky Resort Golf Course	Big Sky, MT	Y	Y	Y	Y

Spanish Peaks Mountain Club	Big Sky, MT	N	Y	Y	Y
The Reserve at Moonlight Basin	Big Sky, MT	Y	Y	Y	Y
Yellowstone Club	Big Sky, MT	N	Y	Y	Y
The Golf Club at Redlands Mesa	Grand Junction, CO	Y	Y	Y	Y
Pole Creek Golf Club	Tabernash, CO	Y	Y	Y	Y
Grand Elk Golf Club	Granby, CO	Y	Y	Y	Y
The Golf Club at Fox Acres	Red Feather Lakes, CO	Y	Y	Y	Y
The Club at Crested Butte	Crested Butte, CO	Y	Y	Y	Y
Roaring Fork Club	Basalt, CO	N	Y	Y	Y
Catamount Ranch & Club	Steamboat Springs, CO	N	Y	Y	Y
Schaffer's Mill Golf & Lake Club	Truckee, CA	Y	Y	Y	Y
Martis Camp	Truckee, CA	N	Y	Y	Y
The Dragon at Nakoma Resort	Clio, CA	Y	Y	Y	Y
Grizzly Ranch Golf Club	Portola, CA	Y	Y	Y	Y
Tuhaye (Talisker Club)	Kamas, UT	N	Y	Y	Y
Victory Ranch	Kamas, UT	N	Y	Y	Y
Red Ledges (Jack Nicklaus Signature)	Heber City, UT	N	Y	Y	Y
3 Creek Ranch	Jackson, WY	N	Y	Y	Y
The Powder Horn	Sheridan, WY	Y	Y	Y	Y
Rock Creek Cattle Company	Deer Lodge, MT	N	Y	Y	Y
Old Works Golf Course	Anaconda, MT	Y	Y	Y	Y
Crosswater Club	Sunriver, OR	Y	Y	Y	Y
Pronghorn Club (Nicklaus Course)	Bend, OR	Y	Y	Y	Y
Tetherow Golf Club	Bend, OR	Y	Y	Y	Y
Brasada Ranch	Powell Butte, OR	Y	Y	Y	Y
The Coeur d'Alene Resort Golf Course	Coeur d'Alene, ID	Y	Y	Y	Y
Circling Raven Golf Club	Worley, ID	Y	Y	Y	Y
Gozzer Ranch Golf & Lake Club	Harrison, ID	N	Y	Y	Y
The Idaho Club	Sandpoint, ID	Y	Y	Y	Y
Tributary	Driggs, ID	N	Y	Y	Y

Whitetail Club	McCall, ID	Y	Y	Y	Y
Jug Mountain Ranch	McCall, ID	Y	Y	Y	Y
Sun Valley Resort (Trail Creek Course)	Sun Valley, ID	Y	Y	Y	Y
Blue Lakes Golf Club	Jerome, ID	N	Y	Y	Y
The Valley Club	Hailey, ID	N	Y	Y	Y
Falcon Crest Golf Club (Robin Hood)	Kuna, ID	Y	Y	Y	Y
The River Club	Garden City, ID	N	Y	Y	Y
BanBury Golf Course	Eagle, ID	Y	Y	Y	Y
Crane Creek Country Club	Boise, ID	N	Y	Y	Y
Hillcrest Country Club	Boise, ID	N	Y	Y	Y
Black Bull	Bozeman, MT	N	Y	Y	Y
Teton Reserve Golf Course	Victor, ID	Y	Y	Y	Y
The Links Golf Course	Post Falls, ID	Y	Y	Y	Y
Stoneridge Golf Course	Blanchard, ID	Y	Y	Y	Y
Osprey Meadows at Tamarack Resort	Donnelly, ID	Y	Y	Y	Y
Huntsman Springs	Driggs, ID	N	Y	Y	Y
Headwaters Club at Teton Springs	Victor, ID	Y	Y	Y	Y
Totals		45	75	74	74
Totals (Public Access Only)			45	45	45



City of Ketchum

ATTACHMENT L

**CONDITIONAL USE PERMIT - PLANNED UNIT DEVELOPMENT
CITY OF KETCHUM**

APPLICANT: Thunder Spring-Wareham, L.L.C.

MAILING ADDRESS: c/o David Hennesy
Box 6475
Ketchum, Idaho 83340

LEGAL PROPERTY DESCRIPTION: Tax Lot 4410

PROPERTY ADDRESS: 124 Saddle Rd.

ZONING DISTRICT: Tourist (T)

APPLICATION DATED: March 20, 1997

DESCRIPTION OF CONDITIONAL USE: residential, office, retail, athletic activities (tennis courts, swimming pool), wellness center, restaurant and community center

DATE OF PUBLIC HEARINGS AND ACTIONS BY KETCHUM PLANNING AND ZONING COMMISSION: September 2, 1997 and August 10, 1998 - approved

CONDITIONS OF PERMIT:

Legal

1. No building permits shall be issued for the Thunder Spring PUD until the Bigwood PUD is amended in two ways:
 - a. An amendment that allows for access to the Thunder Spring PUD through Large Block 12 of Bigwood. Said access shall also provide access for the proposed golf course uses, *i.e.*, the relocated clubhouse.
 - b. An amendment to allow for reasonable snow storage on Large Block 12.
2. A development Phasing Agreement shall be prepared which commits the City and the Applicant to the terms and conditions of approval of the Thunder Spring PUD.

Phasing

3. Prior to the issuance of any building permits for Phase 1, Wareham, L.L.C., herein after referred to as 'the Applicant' shall enter into a Development Phasing Agreement acceptable to the City that contains the terms and conditions of the PUD Master Plan and Conditional Use Permit approval. A reasonable time frame for project completion will be established and incorporated into the Development Phasing Agreement. The City shall take all reasonable steps to provide required City services to each phase of the PUD.
4. Phase 1 shall include the installation (pursuant to the approved PUD Master Landscape Plan) of all perimeter landscaping and irrigation that does not impede demolition of buildings as set forth in the Phasing Plan, drawing DR-S-1.
5. Phase 1 shall include construction of the Fire Lane (west access road) and the east entrance loop road between Saddle Road and Valleywood Drive, to the standards and specifications delineated on the PUD Site Development Plan, as outlined in Ketchum Road Standards Ordinance Number 276 and Ketchum Subdivision Ordinance Number 316, as modified by the waivers granted herein. The bike path and sidewalks along the Fire Lane (west access road), east entrance loop road, and Saddle Road shall be installed pursuant to the approved PUD Site Development Plan and AASHTO standards.
6. Phase 1 shall include the following water system improvements:
 - a. Main line shutoff valves shall be installed for each building connection at the point of connection to the main line, pursuant to City Standards.
 - b. Water meters shall be installed at each building.
 - c. A single irrigation tap with a separate irrigation meter will be installed.
 - d. Prior to combustible construction, the Applicant shall design and install a new 12 inch water main from the beginning of the northern boundary of the existing fire lane in a southward direction to where it intersects Saddle Road and then continue west on Saddle Road and connect to the discharge side of the Bigwood Booster Station at the corner of Saddle Road and State Highway Number 75. Applicant shall reconnect all existing water lines. The design and installation of the water main must be approved by the City.
7. Phase 1 and 2 shall include the following fire protection requirements:

- a. An approved access roadway must be installed prior to any combustible construction on the site.
 - b. Plans and specifications for fire hydrants and fire apparatus access roads shall be submitted to and approved by the fire department prior to construction. Fire hydrant spacing and location shall be based on the requirements of the Uniform Fire Code Appendix III-B.
 - c. All buildings 6,000 square feet or larger shall be protected by an automatic fire sprinkler system, the installation of which shall be supervised by the Fire Department. Fire protection standpipe systems will be required because of the size of the structures and the lack of access to all sides. Buildings under 6,000 square feet in floor area shall be protected by an approved monitored fire alarm system pursuant to Ketchum Ordinance Number 574.
 - d. Pursuant to Appendix III-A of the Uniform Fire Code, the required minimum fire flow for Thunder Spring is 3,625 gallons per minute. Accordingly, additional water storage must be provided to supply water for the Thunder Spring project. The time frame for the water supply to be on line will be outlined in the Development and Services Agreement.
 - e. In lieu of providing its own water storage to meet the required fire flows for the Thunder Spring PUD, the Applicant shall pay its proportionate share, that is, 17 percent or \$177,269.00, whichever is less, said amount shall be due at the time the City awards the contract for construction of the water storage facility. The impacts associated with Thunder Spring Planned Unit Development's domestic and irrigation flows have been waived.
8. Phase 1 and 2 shall include the following sanitary sewer system improvements:
- a. Two sewer main line extensions (from Clubhouse Drive and Saddle Road) shall be built to City standards and installed in the public utility easement. Engineering plans shall include plan and profile drawings. Drawings shall be submitted to and approved by the City of Ketchum, and the State of Idaho, Department of Environmental Quality prior to the commencement of construction.
 - b. All interior lines not part of the two public main line extensions described above shall be maintained by the property owner and constructed under the jurisdiction of the State Plumbing Inspector. A letter from the State

Plumbing Inspector certifying that the private lines have been constructed to specifications will be required prior to issuance of Certificate of Occupancy, and prior to any subdivisions within the Large Block Plat.

- c. The proposed restaurant and cafe, and any other restaurants and cafes, if proposed, will require a grease interceptor, installed pursuant to City and State plumbing codes. A letter from the State Plumbing Inspector certifying that the grease interceptors have been constructed to specifications will be required prior to issuance of Certificate of Occupancy.
 - d. Any and all old sewer service lines to the site must be abandoned and permanently capped to form a watertight seal, subject to inspection and approval by the Ketchum Wastewater Department. Plugs should occur at the connection to public mains, or at the project boundary if more feasible, as determined by the City.
 - e. The proposed swimming pool will not be permitted to drain into the sanitary sewer system. The pool and any other pools, hot tubs, or Jacuzzis must be designed to drain into the on-site storm drainage system.
9. Design review for all buildings in Phase 1 shall be completed prior to issuance of building permits for any buildings in Phase 1 to ensure that site lighting, trash, and emergency vehicle access, snow storage, pedestrian amenities and other design review elements can stand alone for the entire Phase 1. Design review approval, subject to conditions, has been completed for Buildings A1, A2, B1, B2.
10. Prior to issuance of any Certificate of Occupancy for Phase 1, the Applicant shall enter into a Security Agreement for 150 percent of the costs of relandscaping and cleanup of the Phase 2 site area in the event that Phase 2 is not completed, including:
- a. Costs associated with regrading and relandscaping of all disturbed areas, including irrigation necessary to maintain landscaped areas.
 - b. Costs associated with the completion of all perimeter landscaping as shown on the Thunder Spring PUD Master Landscape Plan.
11. The Development Phasing Agreement shall include the following terms, covenants and conditions:

- a. In the event the swimming pool and tennis facilities have not been completed by the end of Phase 1, the Applicant shall enter into a "Set Aside Agreement", with terms and conditions acceptable to the City, for a reasonable amount over the costs associated with the completion of the swimming pool and tennis facilities as described herein and shown on the Thunder Spring PUD Master Plan, and for demolition of the Alpenrose/Holiday Inn. The "Set Aside Agreement" shall be in place prior to the issuance of any Certificate of Occupancy for Buildings B1 or B2 as set forth in the Development Phasing Agreement.
 - b. Demolition of the Alpenrose/Holiday Inn shall be the first step of Phase 2 and shall commence within three (3) months after the issuance of Certificates of Occupancy for Phase 1.
12. Once any building permit is issued, all previously existing building permits associated with the former Alpenrose or with Tax Lot 4410 shall be null and void. Upon issuance of any building permit for the Thunder Spring PUD, the Certificate of Occupancy for the Alpenrose/Holiday Inn shall become null and void and a Temporary Certificate of Occupancy for the Alpenrose/Holiday Inn shall be issued for the duration of Phase 1.
13. The Development Phasing Agreement shall delineate uses proposed in the Phase 2 area during Phase 1 construction. Any modifications to these uses shall be approved by the Commission or the Administrator as determined by the Administrator.
14. Design Review must be conducted for each phase of the PUD so that details related to the Design Review Criteria and Standards can be reviewed.

Utilities and Services

15. A center turn lane shall be added to Saddle Road, designed by a registered engineer, with the design and specifications approved by the City Engineer.
16. An additional sidewalk connection to Valleywood Drive shall be added, to be reviewed and approved during Design Review.
17. Impacts to the intersection of Sun Valley Road and Saddle Road shall be mitigated by the addition of a turn lane at Sun Valley Road and Saddle Road, as negotiated between the Applicant and the City of Sun Valley. These improvements shall be

coordinated with the Idaho Department of Transportation such that impacts are mitigated in a timely manner.

18. The South Central District Health Department shall review and approve plans for the restaurant/cafe and the swimming pool prior to issuance of building permits.
19. The Applicant shall attempt to recycle waste materials and address solid waste concerns outlined in the April 16, 1997, memo from the Southern Idaho Solid Waste District.

Use Restrictions

20. Commercial uses and densities shall be limited to those noted herein and those shown on the PUD Master Plan. Residential uses and densities on the Large Block Plat shall allow for some flexibility (up to a maximum of 10 units) to permit final design detailing. commercial and residential uses and densities as approved by the Ketchum City Council shall be recorded with the Blaine County Recorder.
21. No more than 10,800 gross square feet of retail uses shall be permitted in the Thunder Spring PUD. Retail uses shall be limited as follows:
 - a. No retail store shall be greater than 2,500 gross square feet.
 - b. 8,100 gross square feet of the 10,800 gross square feet permitted shall be limited to the following uses: convenience store, valet, art galleries, catering and food preparation, exercise and dance studios, health food store, movie screening and recording studio. Alternate uses consistent with the types of uses described herein may be proposed by the Applicant. These alternate uses may be approved by the Planning and Zoning Administrator if the Administrator determines that the uses proposed are consistent with the goals and policies of the Ketchum Comprehensive Plan, other applicable City ordinances and policies, and other terms and conditions of the Thunder Spring PUD.
 - c. The above retail limitations shall be reflected in the development agreement and on the Large Block Plat.

Public Benefits

22. Public benefits associated with useable open space and active recreational areas, use of the swimming pool and tennis facility, nonprofit office space and senior

housing amenities shall be guaranteed in perpetuity as delineated in the Thunder Spring PUD Conditional Use Permit and Development Phasing Agreement.

23. The Applicant shall construct the swimming pool to the following standards: Six (6) lane, 25 meter pool, 45 feet long by 81.25 feet wide, designed to USS standards for competition. The pool shall include minimum seven (7) foot lane widths, with a minimum four (4) foot depth to allow for competitive swimming, with pool markings that follow USS rules, including each lane being separated by a racing lane rope and anchor with six (6) inch racing lanes to increase wave quelling.
24. The swimming pool facility shall be made available for local, year-round competitive programs at a reasonable cost, cost to be negotiated between the Applicant and the City of Ketchum or the Blaine County Recreation District at the City's discretion. Hours of use for the competitive programs shall be as follows:
 - a. 3:00 p.m. to 6:00 p.m., Monday through Friday during the school year (three [3] lanes)
 - b. 8:00 am to 10:00 am, Monday through Friday during the summer (three [3] lanes) and two (2) to three (3) days per year (usually weekend days) to host swim meets (all lanes)
 - c. 6:00 am to 7:00 am, Monday through Friday year round for coach/student training (two [2] lanes).

These hours of use may be modified as to exact time but not duration if mutually agreed to by the City of Ketchum and the Applicant.

25. The swimming pool facility shall be made available for learn-to-swim programs at no charge. These programs will be planned and programmed and supervised by the City of Ketchum or the Blaine County Recreation District at the City's discretion. Hours of use for the swimming pool for the learn-to-swim programs shall be a minimum of one (1) hour per day during shoulder (spring and fall) seasons, at times to be determined by the Applicant and the City.

The City of Ketchum encourages the Blaine County Recreation District and the Applicant to expand on the learn-to-swim programs, and to maintain flexibility between the learn-to-swim and competitive swim programs.

26. The Applicant and pool operators will be held harmless for any liability or damage associated with use of the facility by the City of Ketchum. A Use Agreement shall be developed regarding hours of use, liability and program management.
27. The hours of use for the tennis facility for Ketchum Parks Department, school or nonprofit tennis groups shall be 4 - 6 a.m. and 8 - 10 p.m. daily.
28. The Applicant and tennis facility operators will be held harmless for any liability or damage associated with use of the facility by the City of Ketchum. A Use Agreement shall be developed regarding hours of use, liability and program management.
29. A minimum of fifty (50) percent of all memberships to the swimming pool, tennis facility, and athletic club shall be set aside for the general public. Priority within these memberships shall be as follows:
 - a. Residents of the Thunder Spring Planned Unit Development.
 - b. Residents of the City of Ketchum, defined as those registered to vote in Ketchum or those with other proof of residency.
 - c. Residents of Blaine County registered to vote in Blaine County or those with other proof of residency.
30. 5,000 square feet of nonprofit office space shall be guaranteed in perpetuity at a rate structure of no more than 50 percent of the office market rate per square foot. Office market rate per square foot shall be determined by agreement or by appraisal, the cost of which shall be set forth in the Development Phasing Agreement. The nonprofit office space shall be programmed as follows:
 - a. 750 square feet of the 5,000 square foot total shall be leased to the Nordic Ski Program at the rate of \$1.00 per year for as long as the Nordic Ski Program wishes.
 - b. 1,000 square feet of the 5,000 square feet total shall be made available to a State-licensed 501(c)(3) day care provider. The Applicant shall develop reasonable criteria and a process for day care providers to compete for this space. The process shall be conducted in a timely manner, in advance of issuance of a Certificate of Occupancy for the nonprofit office space building (Building D). If no acceptable day care provider is selected by the time of issuance of the Certificate of Occupancy, the 1,000 square feet shall

be made available for other nonprofit uses. If an acceptable day care provider is selected, the Applicant will pay for the construction of a tot lot, with the liability for the tot lot to be assumed by the day care provider. Location and design of the tot lot will be determined jointly by the provider, the Applicant, and the Ketchum Planning Department.

31. The Senior Housing shall include a meeting facility as shown on the Phase 2 Design Review plans, which shall be guaranteed in perpetuity in the Development Phasing Agreement.

Employee Housing

32. Adequate employee housing shall be provided to the following standards as set by the Ketchum City Council, Ketchum Housing Commission, and the Applicant.

Employee Units: 4 Units (minimum)
4,800 square feet (minimum net)
12 equivalent employees housed (minimum)

Affordable Senior Units: 3 Units (minimum)
3,500 square feet (minimum gross interior floor area)
9 equivalent employees housed (minimum)

The above unit numbers and square footage specifications shall be for "affordable employee units" and "affordable senior units." The size of particular units may vary and the number of units may increase; however, the total number of units shall not fall below 7 and the net floor area of both the affordable employee and affordable senior units shall not fall below 8,300 square feet.

NUMBER AND SIZE OF UNITS. Utilizing equivalent employees per unit as set forth in the May 27, 1997 Recommendation to the Planning and Zoning Commission, the Housing Commission is charged with the responsibility of negotiating the number and size of affordable employee and senior units.

RENTAL/SALES PRICES. Rental/Sales prices shall be open to negotiation between the Ketchum Housing Commission and the Applicant. Certificates of Occupancy shall not be awarded for any of the affordable employee units or affordable senior units until the Housing Commission and the Applicant have negotiated an appropriate rental/sales price for each unit.

The Housing Commission agrees to work with the Applicant towards the Applicant's goal of providing housing for the Applicant's employees. The Applicant agrees to work with the Housing Commission towards the Housing Commission's goal of maximizing the number of equivalent employees (including tenant employees) housed in units designated as affordable employee or affordable senior units. Negotiations shall be outlined in the Development Phasing Agreement.

Subdivision

33. All future subdivision shall be governed by the PUD Master Plan, the Development Phasing Agreement, the Conditional Use Permit, and by the Large Block Plat. If discrepancies occur, the provisions of the Development Phasing Agreement shall control, followed by the provisions of the PUD Master Plan and Conditional Use Permit.
34. The Large Block Plat shall accurately reflect maximum commercial square footages shown on the PUD Master Plan Conditional Use Permit and Design Review drawings. Residential uses and densities on the Large Block Plat shall allow some flexibility (up to a maximum of 10 units). Limitations on retail uses noted herein shall be reflected on the Large Block Plat.

Design Review

35. The Applicant shall submit to, and receive Design Review approval for all buildings, structures and site modifications within the Thunder Spring PUD. Design review shall be conducted in phases (1 and 2) unless determined otherwise by the Commission. Any change or modification affecting the approved PUD Master Plan and conditions as a result of the design review process shall be accompanied by a change to the PUD Master Plan and conditions.
36. Visibility, adequacy and location of the proposed snow storage shall be determined in the design review process for Phase 1.
37. The Landscape Master Plan shall be modified to include size (height) of proposed trees, to be reviewed and approved by the Planning and Zoning Commission.
38. The PUD Master Plan Conditional Use Permit shall be recorded and referenced on the Large Block Plat so that useable open space, landscape screening and other site features are clearly delineated.

General

39. The Thunder Spring PUD Conditional Use Permit shall be issued in writing. The issuance thereof shall not be considered a binding precedent for the issuance of other conditional use permits. This conditional use permit is not transferable from one parcel of land to another.
40. In addition to the remedies provided by the Ketchum PUD Ordinance, the Thunder Spring PUD-Conditional Use Permit may be revoked at any time for a material violation of the permit or any condition thereof by motion of the City Council after notice and an opportunity to cure, followed by a due process hearing upon ten (10) days written notice to the holder of the PUD-Conditional Use Permit. For purposes of this paragraph, minor violation combined may amount to a material violation.

Condition of Amended Conditional Use Permit - Planned Unit Development

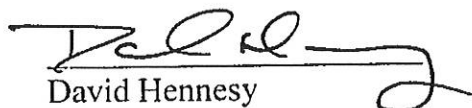
1. The top elevation for Building G does not exceed 5,962.8, and any further alterations to this approved maximum height would render this approval void.

THIS CONDITIONAL USE PERMIT IS
HELD BY THE APPLICANT AND IS
NON-TRANSFERABLE.

EFFECTIVENESS OF THIS CONDITIONAL
USE PERMIT IS SUBJECT TO COMPLIANCE
WITH CONDITIONS STATED ABOVE.

The undersigned does hereby accept the above Conditional Use Permit subject to all terms, provisions, conditions, restrictions and obligations therein. Non-compliance therewith shall be grounds for revocation of the Permit by Ketchum.

SIGNATURE OF APPLICANT


David Hennesy

CITY OF KETCHUM


Peter Ripsom, Chairman
Planning and Zoning
Commission

STATE OF IDAHO)
) ss.
County of Blaine)

On this 4th day of April, 2000, before me, a Notary Public in and for said State, personally appeared DAVID HENNESY, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Jane Jacobus
Notary Public
Residing at: Belleuve
Commission expires: 11-12-05

State of Idaho

}
}ss.

County of Blaine }

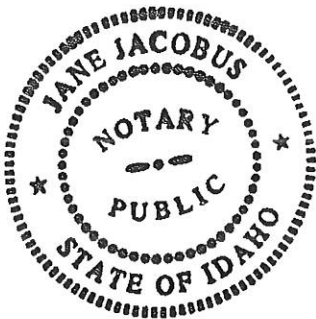
On this ^{4th} day of ^{April} ~~May~~, in the year 2000, before me, the undersigned, personally appeared **PETER RIPSOM**, known or identified to me to be the **Chairman** of the **City of Ketchum Planning and Zoning Commission** that executed the instrument or the person who executed the instrument on behalf of said commission, and acknowledged to me that such commission executed the same.

WITNESS my hand and official seal.

Jane Jacobus

Notary Public

Commission Expires: 11-12-05





City of Ketchum

ATTACHMENT M

THUNDER SPRING
PHASED DEVELOPMENT AGREEMENT

THIS PHASED DEVELOPMENT AGREEMENT ("Agreement") is entered into this 6th day of May, 1998, by and between the City of Ketchum, Idaho, a municipal corporation ("City") and Thunder Spring-Wareham, a California limited liability company ("Wareham").

1. RECITALS. This Agreement is predicated upon the following facts:

- a. On September 2, 1997, the Ketchum City Council (Council) conditionally approved the Planned Unit Development (PUD)-Conditional Use Permit #97-006 and the Large Block Plat for the Thunder Spring subdivision (the Project). On October 6, 1997, the Council adopted findings of fact, conclusions of law, and a written decision containing the conditions of approval of the Project.
- b. The Project consists of the renovation of existing buildings and new construction, together with the approval of a subdivision and certain utilities and on site improvements. The Project will include up to 97,000 square feet of retail, office, recreational, semi-public uses, sixty (60) to seventy-six (76) residential units, whichever is negotiated with the Ketchum Housing Commission, and a Golf Clubhouse/Nordic Center. All of the above improvements are to be constructed on real property located in the City and are depicted on the Large Block Plat for the Thunder Spring subdivision.
- c. The Project is a phased development that will be constructed in two successive phases. The purpose of this Agreement is to reiterate the terms and conditions placed on the approval of the Project and to set forth the duties and obligations of the City and Wareham.

2. IMPROVEMENTS. The Project, including all renovation, new construction, utilities, on-site improvements, landscaping, and other amenities, shall be constructed in accordance with the plans and specifications submitted to and approved by the Ketchum Planning and Zoning Commission ("Commission") pursuant to Ordinances 382, 316, 276, and 208, and the conditional approval of the Council. All improvements, buildings, roads and utilities shall be constructed in accordance with applicable laws of the City and other governmental entities having jurisdiction over the same, and no buildings or structures shall be constructed prior to Wareham receiving a building permit from the City.

3. PHASED CONSTRUCTION. The Project shall be constructed in two phases, as depicted on the phasing plan attached hereto as Exhibit "A" and by this reference incorporated herein. Construction of each phase shall proceed in numerical order, according to the approved plans, specifications, and plats. All roads shall be completed in Phase 1, prior to the commencement of improvements in Phase 2;

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agreement
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provided, however, that during the construction of Phase 1 Wareham may proceed with the installation of Phase 2 landscaping and underground utilities, provided further that all disturbed ground areas in Phase 2 are restored to grade and revegetated upon the completion of construction of said utilities. In the event installation of a road or utilities will interfere with demolition or construction Wareham can request approval from the Planning Administrator to install said roads or utilities subsequent to the construction or demolition if the Administrator finds that the construction or demolition in Phase 2 would be adversely impacted.

Wareham represents that the following time frames and activities shall be followed with respect to Phase 1 and Phase 2:

a. **Phase 1.** Within thirty-six (36) months from the date of execution of this Agreement, the following shall be completed:

- i. Construct Buildings A1, A2, B1, B2, C, G, H, and the Golf Clubhouse pursuant to plans approved by the City.
- ii. Install all perimeter landscaping and irrigation that does not impede the demolition of buildings, as set out in drawing DR-S-8 and DR-S-11.
- iii. Obtain the South Central District Health Department's approval of the plans for the restaurant/cafe and the swimming pool.

(1) No building permits for building H will be issued prior to said approval.

- iv. Prior to the issuance of any Certificate of Occupancy a center turn lane, designed by a registered engineer, shall be completed on Saddle Road from the intersection of Highway 75 and Saddle Road to the project's entrance on the west side.

(1) The design and specifications must be approved by the City Engineer.

- v. Excavate, construct, and improve the west access road to a width of 26 feet and to standards established in Ordinance 276, Street Standards.

- vi. Install an automatic fire gate approved by the Ketchum Fire Department at the north end of the west access road.

(1) The west access road shall not be used for vehicular access to Large Block 7 of the Bigwood P.U.D.

vii. Install pedestrian/bicycle paths along the east side of the Golf Clubhouse and the west access road pursuant to the Phase 1 Design Review plans as approved by the City. AASTO standards shall be utilized in the design of all bicycle paths.

viii. Excavate, construct, and improve the east entrance loop road off Valleywood Drive, pursuant to the plans approved in Design Review for Phase 1.

ix. Phases 1 and 2 shall include the following water system improvements:

(1) Main line shutoff valves must be installed for each building connection at the point of connection to the main line, pursuant to current City Standards

(2) Water meters must be installed at each building.

(3) A single irrigation tap with a separate irrigation meter must be installed.

(4) Prior to combustible construction, Wareham shall design and install a new 12 inch water main from the beginning of the northern boundary of the existing fire lane in a southward direction to where it intersects Saddle Road and then continue west on Saddle Road and connect to the discharge side of the Bigwood Booster Station at the corner of Saddle Road and State Highway #75. Wareham shall reconnect all existing water lines. The City must approve the design and installation of the water main.

x. Phase 1 and 2 shall include the following fire protection requirements:

(1) Prior to any combustible construction on the site an approved access roadway must be installed.

(2) Plans and specifications for fire hydrants and fire apparatus access roads must be submitted to and approved by the fire department prior to construction. Fire hydrant spacing and location shall be based on the requirements of the Uniform Fire Code, Appendix III-B.

(3) All buildings 6,000 sq. feet or larger shall be protected by an automatic fire sprinkler system, the installation of which shall be supervised by the Fire Department. Fire protection standpipe

systems will be required because of the size of the structures and the lack of access to all sides. Buildings under 6,000 sq. feet floor area shall be protected by an approved monitored fire alarm system pursuant to Ketchum Ordinance 574.

(4) Pursuant to Appendix III-A of the Uniform Fire Code, Wareham must have a minimum fire flow of 3,625 gallons per minute.

(5) In the event the new two million gallon water storage tank is not in place when Wareham begins combustible construction, the City will make available the required amount of water to meet the combustible construction needs.

(6) At the time the City awards the contracts for the construction of a two million gallon water storage facility and associated water main extensions, Wareham shall pay its proportionate share, that is, 17% or \$177,269.00, whichever is less, as an impact fee. Any subsequent water storage development impact fees shall not be applied to the Project.

xi. Phases 1 and 2 shall include the following sanitary sewer system improvements:

(1) Two sewer main line extensions (from Clubhouse Drive and Saddle Road) shall be built to City standards and installed in the public utility easement.

(a) Engineering plans shall include plan and profile drawings and must be submitted to and approved by the City of Ketchum, and the State of Idaho Department of Environmental Quality, prior to the commencement of construction.

(b) A letter from the State Plumbing Inspector certifying that the private lines have been constructed to the required specifications will be required prior to the issuance of a Certificate of Occupancy, and prior to any subdivisions within the Large Block Plat.

(c) All interior lines that are not part of the two public main line extensions described above, shall be maintained by Wareham and constructed under the jurisdiction of the State Plumbing Inspector.

(2) The proposed restaurant and cafe, and any other restaurants and

cafes, must have a grease interceptor, installed pursuant to City and State plumbing codes.

- (a) A letter from the State Plumbing Inspector certifying that the grease interceptors have been constructed to specifications will be required prior to issuance of Certificate of Occupancy.

(3) Any old sewer service lines to the site must be abandoned and permanently capped to form a watertight seal, subject to inspection and approval by the Ketchum Wastewater Department. Plugs should occur at the connection to public mains, or at the project boundary if the City determines the later to be more feasible.

(4) The proposed swimming pool shall not drain into the sanitary sewer system. The pool and any other pools, hot tubs, or jacuzzis must be designed to drain into the on site storm drainage system.

xii. All utilities for Phase 1 and 2, including the power, telephone, cable TV, sewer collection system, water distribution system, and natural gas distribution system, shall be installed according to P.U.D. Submittal Drawing No. DP-3 (Site Utility Plan) attached hereto as Exhibit "C" and by this reference incorporated herein, and must be approved by the City Engineer on approved engineer's plans. All of the utilities shall be underground.

xiii. Establish the staging area as shown on Exhibit "A" and erect construction fencing around the perimeter to keep activities within the designated area.

xiv. Construction fencing shall be erected and approved by the City where construction activity is adjacent to the Stonehill units.

xv. Complete all improvements and conditions shown on the Large Block Plat for Phase 1, described more particularly on Exhibit "B" attached hereto and by this reference incorporated herein, as well as all improvements and conditions described in Design Review for Phase 1. The Large Block Plat shown as Exhibit "B" shall be amended in order to conform to Exhibit "A".

xvi. Design Review for all buildings in Phase 1, with the exception of the parking garage, shall be completed prior to issuance of building permits for any buildings in Phase 1 to ensure that site lighting, trash, emergency vehicle access, snow storage, pedestrian amenities, and other Design Review elements comply with City ordinances and can

stand alone for the entire Phase 1. Notwithstanding any of the foregoing, a building permit for the garage under Buildings A1, A2, B1, and B2 can be issued prior to Design Review approval for Buildings G & H. Design Review for G & H shall be submitted within 60 days of the issuance of the building permit for the above mentioned garage. Failure to submit for Design Review approval within said 60 days will result in the issuance of a stop work order with respect to the parking garage. Design Review approval, subject to conditions, has been completed for Buildings A1, A2, B1, and B2. Any changes to buildings, site modifications, or changes to anything else that was approved in Design Review that the Planning Administrator determines cannot be approved administratively must receive new Design Review approval as outlined in Chapter 17, Ordinance 208.

xvii. Prior to the issuance of any Certificate of Occupancy for Phase 1, Wareham shall enter into a security agreement for 150 percent of the cost of relandscaping and cleanup of the Phase 2 site area in the event that Phase 2 is not completed, including:

- (1) The costs associated with regrading and relandscaping of all disturbed areas, including irrigation necessary to maintain landscaped areas; and
- (2) The costs associated with the completion of all perimeter landscaping as shown on the Thunder Spring PUD Master Landscape Plan (DR-S-8) attached as Exhibit "C."

The Security Agreement may be in the form of bond, letter of credit or set aside letter, whichever is acceptable to the City.

b. **Phase 2.** Within eighteen (18) months from the date of the completion of Phase 1, pursuant to paragraph 3(a) above, the following shall be completed:

- i. All requirements set forth in paragraph 3(a) that were not completed;
- ii. All of the Council's conditions of approval for the Amendment to Large Block 12 of the Bigwood PUD/Annexation Agreement with respect to the Golf Clubhouse must be met prior to the issuance of the Certificate of Occupancy for said Golf Clubhouse.
- iii. Demolition and removal of the existing Holiday Inn structure and the tennis suites, if the same has not occurred in Phase 1;
- iv. Construct Buildings D, E, and F pursuant to the plans approved

in Design Review;

- v. Construction fencing shall be erected and approved by the City where construction activity is adjacent to the Stonehill units;
- vi. An additional sidewalk connection shall be added to Valleywood Drive. The sidewalk must be reviewed and approved through Design Review.
- xviii. Complete all improvements and conditions shown on the Large Block Plat for Phase 2, described more particularly on Exhibit "B" attached hereto, and all improvements and conditions described in Design Review for Phase 2. The Large Block Plat shown as Exhibit "B" shall be amended in order to conform to the current Exhibit "A".
- vii. Complete all applicable fire, water, and sewer requirements, set out under Phase 1 above.

4. **STAGING AREAS.** Wareham shall establish staging areas approved by the City for Phase 1 and Phase 2 in accordance with the provisions of this section. Staging operations shall include storage of building supplies, demolition materials, placement of job site trailers, temporary parking and storage of construction equipment, tools and machinery, as well as temporary vehicle parking for contractors, subcontractors, construction employees, laborers, utility company employees and agents. The designated staging area shall be used exclusively for the above specified purposes. At no time shall there be parking on or adjacent to Saddle Road or the west access road or shall said areas be used for any of the above stated purposes. Any modification to the above uses shall be approved by the Commission or the Administrator, as determined by the Administrator.

a. During the construction of Phase 1, Wareham shall conduct its staging operations on property set aside in Phase 2 and identified as the Phase 1 staging area on the Development Phasing Plan attached hereto as Exhibit "A". During the construction of Phase 1, Wareham shall establish within the Phase 1 staging area a temporary turnaround of sufficient size for emergency vehicles and shall keep said turnaround round unimpeded for vehicular ingress and egress at all times. Construction fencing shall be installed around the perimeter of the staging area, with the exception of access into that area from Saddle Road.

b. Prior to the commencement of Phase 2, Wareham shall identify a staging area for that Phase. It shall be used for all staging operations in Phase 2, and shall be fenced in the same manner as the Phase 1 staging area. Prior to the issuance of building permits for Phase 2, the precise location and configuration of the Phase 2 staging area, and Wareham's obligations to revegetate, restore, and complete road improvements in that area shall be

approved by the City, and Wareham shall provide a financial guaranty in an amount and form satisfactory to the City to secure said obligations.

5. FINANCIAL ASSURANCE.

a. In the event the swimming pool and tennis facilities (Buildings G and H) have not been completed by the end of Phase 1, Wareham shall enter into a set aside agreement, with terms and conditions acceptable to the City, for the amount of all costs associated with the completion of the swimming pool and tennis facilities as described herein and shown on the Thunder Spring PUD Master Plan, and for demolition of the Alpenrose /Holiday Inn, including the costs associated with overseeing and complying with the construction and demolition of the same. The set aside agreement shall be in place prior to the issuance of any Certificate of Occupancy for Buildings B1 or B2.

b. Demolition of the Alpenrose/Holiday Inn shall be the first step of Phase 2 and shall commence within three (3) months after the issuance of Certificates of Occupancy for Phase 1.

6. REVOCATION OF AGREEMENT. Subject to the provisions of paragraph 29, in the event Wareham does not comply with the phased construction schedule set forth in paragraph 4 of this Agreement, the Ketchum City Council may revoke this Agreement as provided in paragraph 22 and any plan approvals, preliminary plat approvals, and building permits previously granted in connection herewith, and may require amendments and plan changes to comply with subdivision and zoning ordinance provisions then in effect. Any requests or applications by Wareham to extend or modify the phasing plan, and phased construction schedule set forth above shall be considered only if the request or application is received prior to the completion date in question.

7. DESIGN REVIEW. It is understood that Wareham must receive Design Review approval for each building and no building permit will be issued prior to receiving Design Review approval of the entire phase. Any changes to buildings, site modifications, or changes to anything else that was approved in Design Review must receive either Administrative approval or new Design Review approval as determined by Chapter 17, Ordinance 208.

a. Building permits shall only be issued when Design Review has been completed for an entire phase, unless excepted by the City.

b. A general Master Plan for the Bigwood Golf Course must be submitted for Design Review approval by the Planning and Zoning Commission. The Master Plan shall include, but not necessarily be limited to, a conceptual course layout, location and enclosure of all maintenance and storage equipment, and adequate amenities needed for golf course users. The Design

Review must address the conditions set forth in the Council's Findings of Fact regarding the Golf Clubhouse, dated October 20, 1997.

c. Visibility, adequacy and location of the proposed snow storage shall be determined in Design Review for Phase 1.

8. EXISTING PERMITS. Once any building permit is issued, all previously existing building permits associated with the former Alpenrose or with Tax Lot 4410 shall be null and void and the City shall issue a temporary Certificate of Occupancy for the Alpenrose/I holiday Inn structure for the duration of Phase 1.

9. INCORPORATION OF DECISION. At its regular meeting of September 2, 1997, the Ketchum City Council ("Council") conditionally approved the PUD-Conditional Use Permit and the Large Block Plat for the Thunder Spring subdivision, and in connection therewith adopted certain findings of fact, conclusions of law, and a written decision containing conditions of approval. Wareham hereby acknowledges and accepts said findings of fact, conclusions of law and decision and incorporates herein by this reference all conditions placed upon the approval, and agrees to dutifully perform each of said conditions prior to the issuance of certificate of occupancy or Final Plat approval for any phase of the Project. In the event of a conflict between any provision of this Development Agreement and said findings of fact, conclusions of law and decision, the provisions of this Agreement shall prevail unless specifically stated otherwise in said findings of fact, conclusions of law and decision.

10. USE RESTRICTIONS.

a. Nonprofit Office Space.

i. Five thousand (5,000) square feet of nonprofit office space shall be guaranteed in perpetuity at a rate structure of no more than fifty percent (50%) of the office market rate per square foot as calculated from time to time.

(1) Prior to the issuance of any Certificates of Occupancy for Buildings C and D, the office market rate per square foot shall be determined by agreement between Wareham and the City ("the Parties"). If an agreement cannot be reached between the Parties then the market rate shall be determined by an appraiser that is acceptable to both Parties and the cost of the appraisal shall be born equally. If the parties can not agree on an appraiser then each party shall pay for an appraisal and the average of the two appraisals shall be used.

ii. The nonprofit office space shall include the following:

- (1) Seven hundred-fifty (750) square feet of the 5,000 square foot total shall be leased to the Nordic Ski Program at the rate of \$1.00 per year for as long as the Nordic Ski Program wishes.
- (2) One thousand (1,000) square feet of the 5,000 square feet total shall be made available to a State-licensed day care provider that meets the requirements set out in I.R.C. § 501(c)(3).
 - (a) Wareham shall develop reasonable criteria and a process for day care providers to compete for this space. The process shall be conducted in a timely manner prior to the issuance of a Certificate of Occupancy for the nonprofit office space building (Building D or Building C).
 - (b) If an acceptable day care provider is selected, Wareham will pay for the construction of a tot lot, with the liability for the tot lot to be assumed by the day care provider. The location and design of the tot lot will be determined jointly by the provider, Wareham, and the Ketchum Planning Department.
 - (c) If no acceptable day care provider is selected by the time of issuance of the Certificate of Occupancy, said 1,000 square feet shall be available for other I.R.C. 501(c)(3) non profit uses.

b. Retail Use.

- i. Commercial uses and densities shall be limited to those noted herein and those shown on the PUD Master Plan. Residential uses and densities on the Large Block Plat shall allow for some flexibility (up to a maximum of 10 units) to permit final design detailing. Final Commercial and residential uses and densities, as approved by the Council, shall be set out on the Large Block Plat and recorded with the Blaine County Recorder.
- ii. No more than 10,800 gross square feet of retail uses shall be permitted in the Project. The retail uses shall be limited as follows:
 - (1) No retail store shall be greater than 2,500 gross square feet;
 - (2) Out of the 10,800 gross square feet permitted, 8,100 gross square feet shall be limited to the following uses: Convenience store, valet, art galleries, catering and food preparation, exercise

and dance studios, health food store, and movie screening and recording studio. Wareham may propose alternate uses consistent with the types of uses described herein. These alternate uses may be approved by the Planning and Zoning Administrator if the Administrator determines that the uses proposed are consistent with the goals and policies of the Ketchum Comprehensive Plan, other applicable City ordinances and policies, and other terms and conditions of the Thunder Spring PUD.

- (a) The above retail limitations shall be set out on the Large Block Plat and recorded with the Blaine County Recorder.

11. RECREATIONAL AMENITIES.

- a. Public use of the swimming pool and tennis facilities, as described in this paragraph, are guaranteed in perpetuity. Useable open space, and active recreational areas are guaranteed in perpetuity

- b. Wareham shall construct a six (6) lane, 25-meter pool (42 feet wide by 81.25 feet long), designed to USS standards for competition. The pool shall include minimum seven (7) foot lane widths, with a minimum four (4) foot depth to allow for competitive swimming with pool markings that follow USS rules. Each lane shall be separated by a racing lane rope and anchor with six (6) inch racing lanes to increase wave quelling.

- c. The swimming pool facility should be made available for local, year-round competitive programs at a reasonable cost, to be negotiated between Wareham and the City of Ketchum; or the Blaine County Recreation District at the City's discretion. The hours of use for the competitive swim programs shall be as follows:

- i. From 3:00 p.m. to 6:00 p.m., Monday through Friday during the school year (3 lanes);

- ii. From 8:00 a.m. to 10:00 a.m., Monday through Friday during the summer (3 lanes), and two to three days per year, usually weekend days, to host swim meets (all lanes); and

- iii. From 6:00 a.m. to 7:00 a.m., Monday through Friday year round for coach student training (2 lanes).

- (1) The time of the day of use of the pool may be changed, if mutually agreed to by the City and Wareham. All modifications must be in writing and signed by the City and Wareham.

d. The swimming pool facility shall be made available for learn-to-swim programs at no charge. These programs will be planned, programmed, and supervised by the City, or the Blaine County Recreation District at the City's discretion. The Blaine County Recreation District shall be responsible for maintenance and operation costs associated with its programs. The hours of use for the swimming pool for the learn to swim programs shall be a minimum of one (1) hour per day during the shoulder seasons (spring and fall), at times to be determined by the City and Wareham.

i. Wareham and its pool operators will be held harmless for any liability or damage associated with use of the facility by the City of Ketchum. A "Use Agreement" shall be developed regarding the hours of use, liability, and program management prior to the issuance of a Certificate of Occupancy for Building H.

e. Wareham shall construct a tennis facility and provide it for recognized City programs at no charge.

i. The hours of use for the tennis facility for tennis clubs, tennis matches, training, and other recognized groups shall be from 4:00 – 6:00 a.m. and 8:00-10:00 p.m. daily. The times may be changed if mutually agreed to by the City and Wareham. All modifications must be in writing and signed by the City and Wareham.

ii. Wareham and its tennis facility operators will be held harmless for any liability or damage associated with use of the facility by the City of Ketchum. A "Use Agreement" shall be developed regarding the hours of use, liability, and program management prior to the issuance of a Certificate of Occupancy for Building G.

f. A minimum of fifty percent (50%) of all memberships to the swimming pool, tennis facility, and athletic club shall be set aside for the general public. Priority within these memberships shall be as follows:

i. Residents of the Thunder Spring Project;

ii. Residents of the City of Ketchum, defined as those registered to vote in Ketchum or those with other proof of residency.

iii. Residents of Blaine County, defined as those registered to vote in Blaine County or those with other proof of residency.

g. The terms and conditions of the City Council's October 20, 1997, approval of the Amendment to Large Block 12 of the Bigwood PUD/Annexation Agreement must be met.

12. SADDLE ROAD IMPROVEMENTS. Impacts to the intersection of Sun Valley Road and Saddle Road shall be mitigated by the addition of a turn lane at Sun Valley Road and Saddle Road, as negotiated between Wareham and the City of Sun Valley. These improvements shall be coordinated with the Idaho Department of Transportation so that the impacts will be mitigated in a timely manner.

13. SENIOR HOUSING AND EMPLOYEE HOUSING.

- a. For purposes of this provision, a "senior" is someone over the age of 55 years old.
- b. Senior Housing, as determined pursuant to this paragraph, is guaranteed in perpetuity.
- c. Buildings E1 and E2 shall include a meeting facility as shown on the Phase 2 Design Review plans. The meeting facility shall be provided in perpetuity.
- d. Adequate employee and senior housing shall be provided to the following standards as set by the Council, the Ketchum Housing Commission, and Wareham.

Employee Units: 4 Units (minimum)
 4,800 square feet (minimum net)

Affordable Senior Units: 3 Units (minimum)
 3,500 sq. feet (minimum gross interior floor area)

i) The above minimum unit counts and minimum square footage requirements shall be for "affordable employee units" and "affordable senior units." As set forth in the May 27, 1997, Recommendation to the Planning and Zoning Commission, Wareham shall work with the Housing Commission to maximize the number of equivalent employees (including tenant employees) housed in the units designated as affordable employee and affordable senior units. The Housing Commission agrees to work with the Applicant towards the Applicant's goal of providing housing for the Applicant's employees. In no event shall the overall number of units fall below seven (7) nor shall the net floor area of both the affordable employee and affordable senior units fall below 8,300 square feet.

ii) Building Permits for structures containing affordable employee or senior housing units shall not be issued until an agreement between Wareham and the Housing Commission regarding the number and

configuration of such units has been reached. It is Wareham's responsibility to initiate discussions with the Housing Commission in a timely manner. The Housing Commission must respond to a hearing request from Wareham within fourteen (14) calendar days.

- iii) Rental and/or sales prices are open to negotiation between the Ketchum Housing Commission and Wareham. Certificates of Occupancy shall not be granted for any of the affordable employee or affordable senior units until the Housing Commission and Wareham have negotiated and come to a written agreement regarding acceptable rental and/or sales prices for the units.

14. WATER SYSTEM IMPROVEMENTS. The City agrees to promptly commence and diligently pursue the design and construction of a two million-gallon water storage facility that will serve the Project and fulfill all of the fire flow requirements for the Project.

15. ROADWAY, DRIVEWAY, AND NONMOTORIZED PATHWAYS MAINTENANCE. Wareham, or its successor in interest, shall be responsible for all year-round maintenance of all roadways, driveways and pedestrian, and bikeway pathways, including snow removal when necessary to maintain function for access and parking, as well as emergency vehicle turnaround.

16. FINAL COMPLETION. In the event either phase is not completed within the time frames described in paragraph 3(a) and (b) and the City has not granted a request to extend or modify the phased construction schedule, the Council and/or the Commission may require appropriate amendments and plan changes to bring the subdivision and each phase into compliance with subdivision and zoning ordinances, and applicable rules and regulations then in effect.

17. AMENDMENT TO LARGE BLOCK 12 OF THE BIGWOOD PUD/ANNEXATION AGREEMENT. Wareham understands and agrees that in order to construct a golf course Clubhouse, as well as the related parking, ingress and egress to said clubhouse and Thunder Spring on Large Block 12 of the Bigwood PUD it is necessary to amend the Bigwood PUD/Annexation Agreement. In order to amend said agreement it must be found that all terms and conditions of the Annexation Agreement have been complied with and fulfilled to date. Wareham understands that the Bigwood PUD is subject to certain restrictions and conditions and that the City has a right of reversion of certain lands, including Large Block 12, in the event said restriction and conditions are not complied with. Additionally, Wareham understands that the following must occur in order for the Amendment to be valid:

- 1. Payment of the construction and restoration costs of a road to the new water storage tank pursuant to the Bigwood PUD/Annexation

Agreement.

2. Submittal of a general Master Plan for the Bigwood Golf Course for Design Review approval by the Planning and Zoning Commission. The Master Plan shall include, but not necessarily be limited to, a conceptual course layout, location and enclosure of all maintenance and storage equipment, and adequate amenities needed for golf course users. Said Design Review must occur prior to the issuance of a certificate of occupancy for the new Golf Clubhouse.

3. Lot line shift between Large Block 12 and Tax Lot 4410.

18. RECORDATION OF LARGE BLOCK PLAT. The PUD Master Plan Conditional Use Permit shall be recorded and referenced on the Large Block Plat with open space, landscape screening and other site features clearly delineated.

- a. The current Landscape Master Plan shall be modified to include size (height) of the proposed trees. The modified plan must be approved by the Planning and Zoning Administrator.
- b. The Current Large Block Plat must be amended to reflect the changes reflected in Exhibit "A" and the Lot Line Shift referred to paragraph 17(3) above.

19. SALE OR TRANSFER OF THE PROPERTY. This Phased Development Agreement, which shall be duly recorded in the records of Blaine County, Idaho, shall run with the land comprising the Project and it shall bind and benefit both Wareham, and any successor in interest to any portion thereof, with the exception of the purchasers of completed condominium or townhouse units within the Project for which final occupancy permits have been issued by the City. Upon conveyance of a condominium unit to a third party, the lien and encumbrance of this Agreement shall be automatically released from said unit and a prospective purchaser and all title insurers are entitled to rely upon said release. No person or entity acquiring any portion of the Project shall be permitted to develop, construct, erect, or install any building, utility, improvement, or landscaping which does not conform in all respects to the terms and conditions of this Agreement and the Conditional Use Permit for the Project. In the event Wareham or a successor in interest to Wareham, sells or transfers the property described in Exhibit "A", or any portion thereof, written notice of said transaction shall be given to the City no less than thirty (30) days prior to the closing. This requirement shall not apply to the sale and/or transfer of individual condominium or townhouse units.

20. AMENDMENT. This Agreement may be revised or amended, in whole or in

part, only by means of a written instrument executed by both parties and evidenced by amended plats and development plans. Any changes to Exhibit "A" and/or the phasing schedules agreed upon in paragraph 3 shall require formal approval by the Council. Compliance with subdivision and zoning ordinances and/or rules then in effect may be required as a condition of such approval. Any requested changes to plans which have received Design Review approval shall require formal approval by either the Administrator or the Commission, depending on the proposed changes, and shall require compliance with Design Review standards or other zoning ordinance requirements then in effect. Any amendment to this Agreement relating to subsequent discretionary actions shall be deemed a "minor amendment" to this Agreement and may be approved by the City without notice and a public hearing.

21. NO PRECEDENT. The issuance of the Thunder Spring PUD-Conditional Use Permit shall not be considered a binding precedent for the issuance of other conditional use permits. This permit is not transferable from one parcel of land to another.

22. POLICE POWERS. Nothing contained herein is intended to limit the police powers of the City or its discretion in reviewing subsequent applications regarding development and construction of the subdivision, or improvements within any phase thereof. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation, including without limitation, applicable building codes, fire codes, zoning ordinances, subdivision ordinances, or comprehensive plan provisions.

23. REMEDIES AND SPECIFIC PERFORMANCE.

a. In addition to the remedies provided by the Ketchum PUD Ordinance, the Thunder Spring PUD-Conditional Use Permit may be revoked at any time for a material violation of the permit or any condition thereof by motion of the City Council after notice and an opportunity to cure, followed by a due process hearing upon at least ten (10) days written notice to Wareham.

b. In the event of a breach of this Agreement in addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party. All remedies shall be cumulative.

24. DISPUTE RESOLUTION PROCESS. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its

Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

25. ATTORNEY'S FEES. In the event either party is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all costs and reasonable attorney's fees incurred, whether or not litigation is actually instituted or concluded, including costs and attorney's fees incurred on appeal.
26. NOTICES. All notices required or provided for under this Agreement shall be in writing and deemed delivered upon delivery in person or by certified mail, postage prepaid.

Notice to the City shall be addressed as follows:

City of Ketchum
Planning and Zoning
Administrator
Post Office Box 2315
Ketchum, Idaho 83340

Notices to Wareham shall be addressed as follows:

Thunder Spring-Wareham
1120 Nye Street, Suite 400
San Rafael CA 94910

With a copy to:

Edward A. Lawson
Hawley Troxell Ennis & Hawley LLP
P.O. Box 297
371 Walnut Avenue
Ketchum, Idaho 83340

A party may change the address to which further notices are to be sent by notice in writing sent by certified mail to the other party, and thereafter notices shall be addressed and transmitted to the new address.

27. RELIANCE BY THE CITY. This Agreement is intended by Wareham to be a material element of Wareham's application for approval of the PUD and preliminary and final subdivision plats for the Project, and the Design Review approval for any, buildings or structures constructed therein. Wareham agrees that the City may rely upon this Agreement in its review and consideration of each Design Review application, preliminary plat approval, final plat approval, and phased development approval for the Project.

28. RECORDATION. This Agreement, and the approved Large Block Plat for the Project, shall be recorded by Wareham in the official records of Blaine County, Idaho. A copy of the Agreement and the Large Block Plat, with the recordation number, shall be provided to the City.
29. WAIVER. The failure by the City at any time to strictly enforce the provisions of this Agreement, or to remedy any breach hereof by Wareham, shall not constitute a waiver by the City of any of the covenants or conditions of this Agreement with regard to any subsequent default or breach, nor shall it be construed in any manner as an amendment of this Agreement.
30. TIMELINESS; FORCE MAJEURE; CONSEQUENTIAL DAMAGES. Time is of the essence in this Agreement. Neither party shall be responsible or liable for any loss, damage, detention or delay caused by fire, strike, civil or military authority, governmental restrictions, moratoriums or controls, insurrection or riot, railroad, marine or air embargoes, lockout, tempest, accident, breakdown of machinery, delay in delivery of material by other parties, or any other cause which is unavoidable or beyond its reasonable control. Any time periods provided herein, shall be extended for a period equal to the length of the delay provided that performance shall, as practicable, recommence immediately upon the cessation of such unavoidable event. In any event, neither party shall be responsible or liable to the other or to any third party for any incidental, special or consequential damages, including without limitation lost profits, arising with respect to the Property, this Agreement or the termination thereof.
31. PARTIAL INVALIDITY. In the event any term, condition, or provision of this Agreement shall be determined by a court of competent Jurisdiction to be invalid, void, or otherwise unenforceable, the remaining terms, conditions; and provisions shall remain in full force and effect as written.
32. ENTIRE AGREEMENT. This Agreement constitutes the full and complete agreement and understanding between the parties hereto. There are no representations or warranties made by either party except those expressly made in this Agreement or in subsequent written amendments hereto.
33. NO PRESUMPTION. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
34. AUTHORITY. Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all plats, applications or other documents required hereunder, for and on behalf of the entity executing this Agreement.
35. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall be

deemed or construed to create any third party beneficiaries.
IN WITNESS WHEREOF, the parties have executed this Agreement on the day
and year first above written.

THUNDER SPRING-WAREHAM,
A California Limited Liability Company

CITY OF KETCHUM, IDAHO
A Municipal Corporation

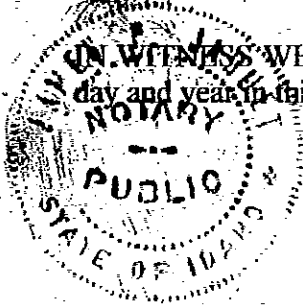
By: [Signature]
Name: ROBERT K. ROBBINS,
Its manager

By: [Signature]
Guy P. Coles, Mayor

ATTEN: [Signature]
Sandra E. Cadogan, City Clerk

STATE OF IDAHO)
) ss.
County of Blaine)

On this 23rd day of April, 1998, before me, a Notary Public in and for
said State, personally appeared Guy P. Coles, known or identified to me to be the Mayor
of the City of Ketchum, Idaho the municipal corporation that executed the within
instrument or the person who executed the instrument on behalf of said municipal
corporation and acknowledged to me that such municipal corporation executed the same.



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

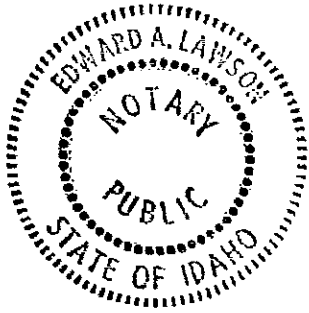
[Signature]
Notary Public for Idaho
Residing at Ketchum
My commission expires March 24, 2003

STATE OF)
) ss.
County of)

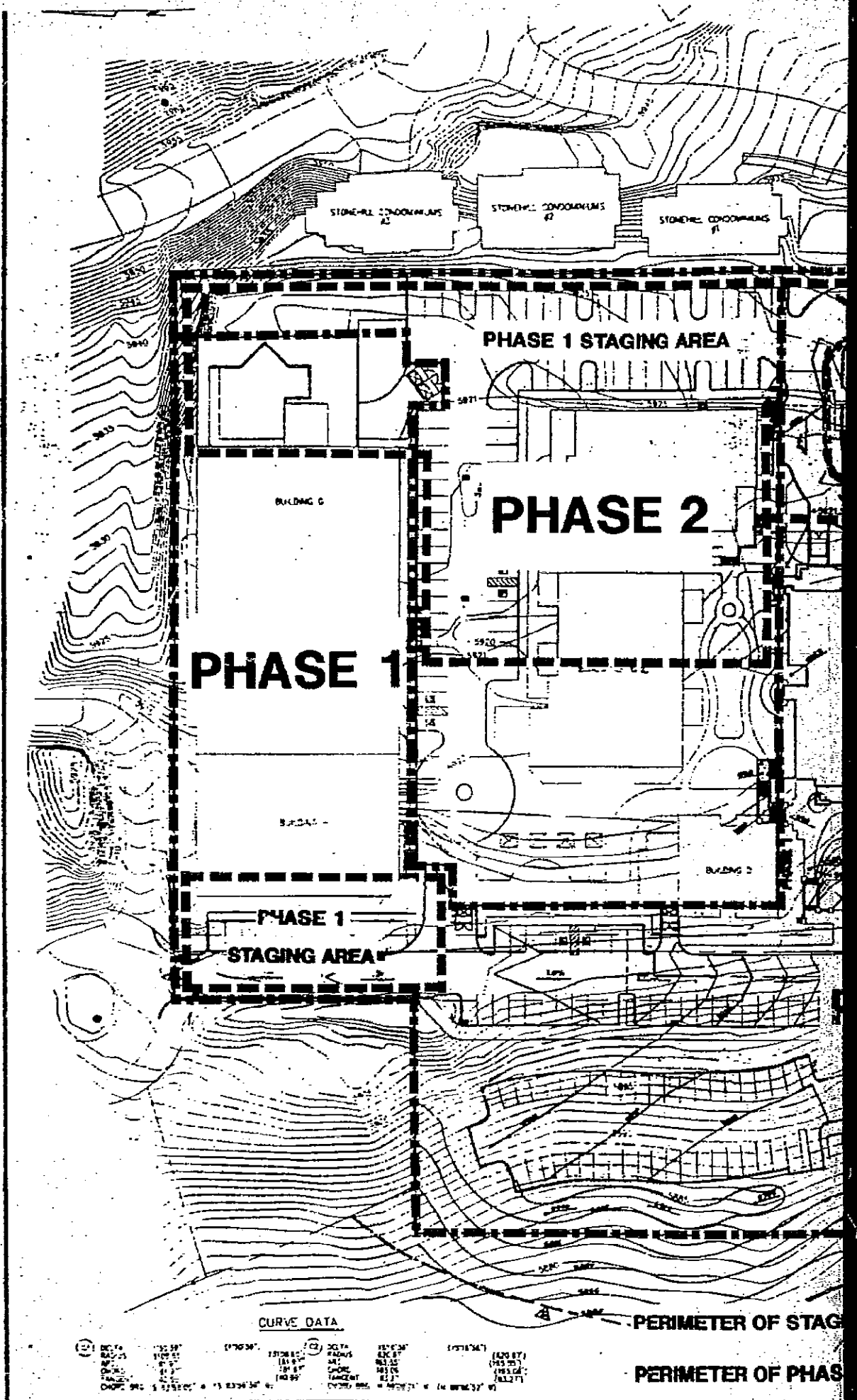
On this 6th day of May, 1998, before me, a Notary Public in and for said

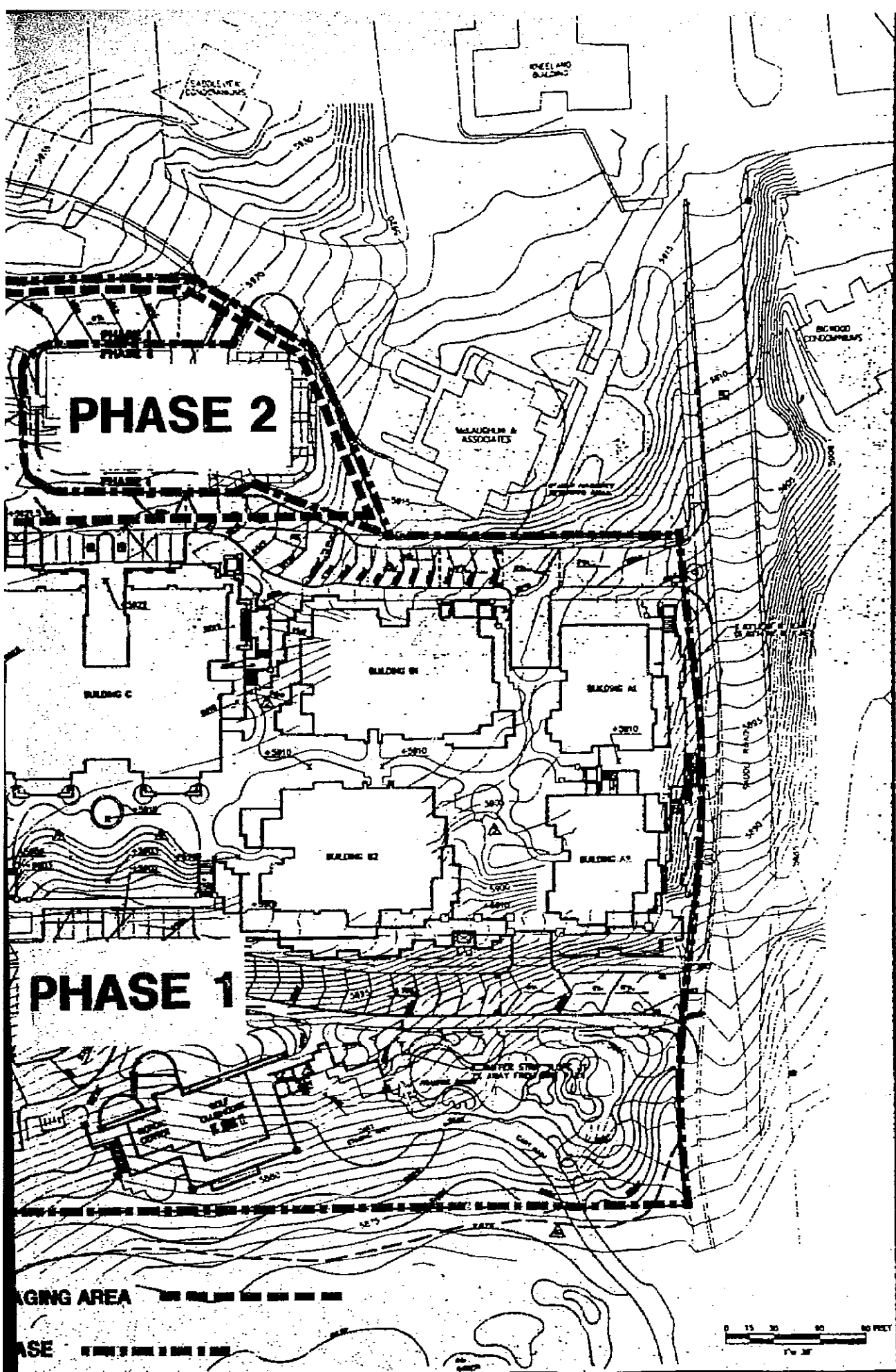
State, personally appeared Richard C. Robb known or identified to me to be the president of Thunder Spring Wareham, the limited liability company that executed the within instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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



E. A. Lawson
Notary Public for Idaho
Residing at Blaine County
My commission expires 5/27/00





RUSCITTO/LACHMAN/BLANCON ARCHITECTURA P.A.

THUNDER SPRING
KETCHUM, IDAHO

PHASING MAP MARCH 2, 1998

P.O. BOX 419 SUN VALLEY, IDAHO 83353
208 726 5808
copyright ©

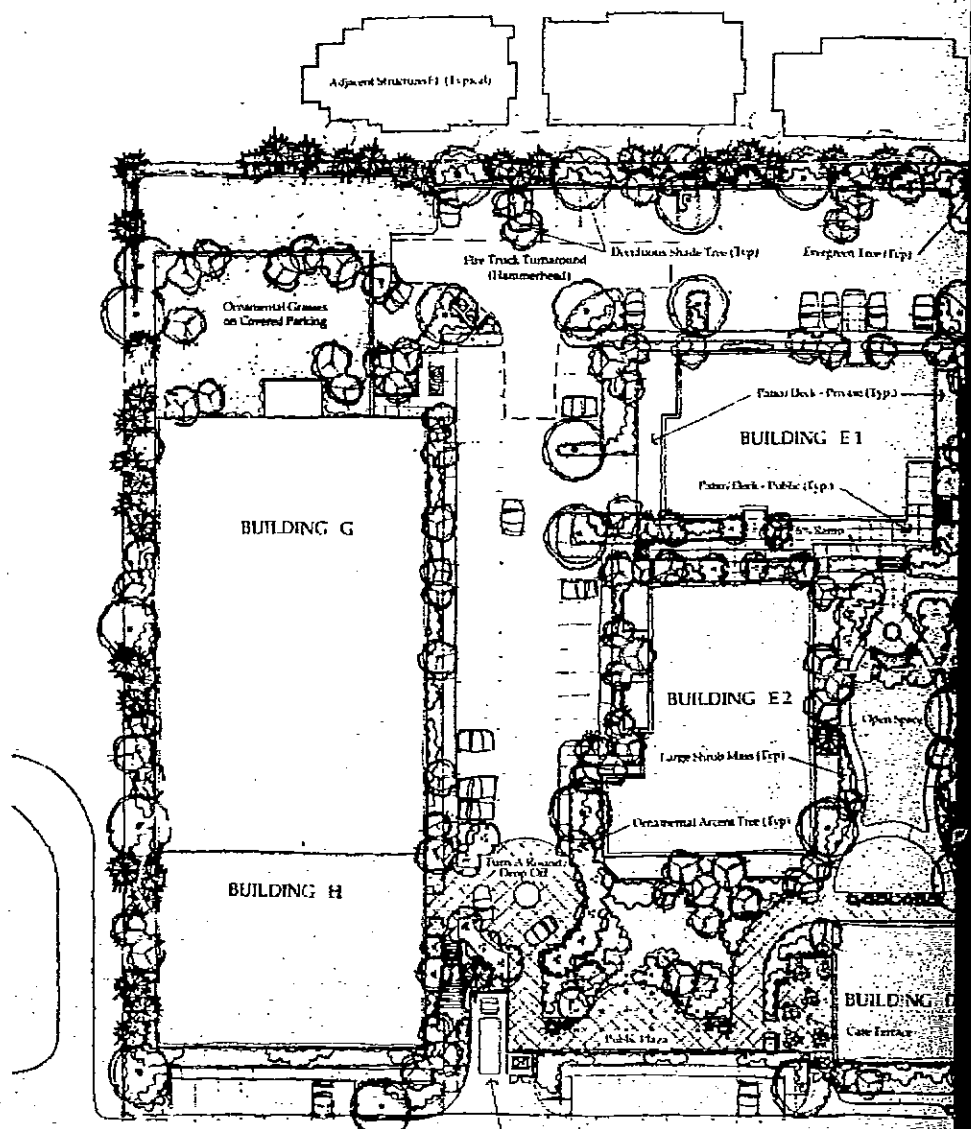
EXHIBIT 'B'

DECIDUOUS SHADE TREES			
QTY	COMMON NAME	SCIENTIFIC NAME	SIZE
16	UNITED STATES WHITE OAK	<i>Quercus macrocarpa</i>	24" Caliper
21	RED BELL BARK LARCH	<i>Larix laricina</i>	24" Caliper
21	CRANFORD ASPEN	<i>Populus tremula</i>	24" Caliper
21	SHADY ASPEN	<i>Populus tremula</i>	24" Caliper
1	UNITED STATES WHITE OAK	<i>Quercus macrocarpa</i>	24" Caliper

ORNAMENTAL ACCENT TREES			
QTY	COMMON NAME	SCIENTIFIC NAME	SIZE
16	RAINFORD CHERRY	<i>Prunus pennsylvanica</i>	24" Caliper
13	SHADY CHERRY	<i>Prunus pennsylvanica</i>	24" Caliper
7	CRANFORD CHERRY	<i>Prunus pennsylvanica</i>	24" Caliper

EVERGREEN TREES			
QTY	COMMON NAME	SCIENTIFIC NAME	SIZE
42	UNITED STATES WHITE OAK	<i>Quercus macrocarpa</i>	24" Caliper
27	RED BELL BARK LARCH	<i>Larix laricina</i>	24" Caliper

LARGE SHRUBS			
QTY	COMMON NAME	SCIENTIFIC NAME	SIZE
1	RAINFORD CHERRY	<i>Prunus pennsylvanica</i>	24" Caliper
1	SHADY CHERRY	<i>Prunus pennsylvanica</i>	24" Caliper
1	CRANFORD CHERRY	<i>Prunus pennsylvanica</i>	24" Caliper



- PLANT LEGEND**
- DECIDUOUS SHADE TREES
(Oak, Birch, Locust, Elm)
 - DECIDUOUS SHADE TREES
(Quaking, Sweetgum, Aspen)
 - ORNAMENTAL ACCENT TREES
 - EVERGREEN TREES
 - LARGE SHRUBS
 - SMALL SHRUBS/PERENNIALS
 - ORNAMENTAL GRASSES/LAWN GRASS

TO BE AMENDED TO
MATCH EXHIBIT 'A'

LANDS



City of Ketchum

ATTACHMENT N

Click link in memo



City of Ketchum

ATTACHMENT O

**STAFF REPORT
KETCHUM CITY COUNCIL
MEETING OF AUGUST 6, 2001**

APPLICANT: Thunder Spring, L.L.C.

PROJECT: Condominium Subdivision, Building G (Mountain Dance)

FILE NO.: 01-016

REQUEST: Subdivision into 7 condominium units

LOCATION: Block G, Thunder Spring Large Block Plat

ZONING: Tourist (T)

REVIEWER: Lisa Horowitz, Planning and Zoning Administrator

BACKGROUND:

1. The applicant is proposing to subdivide Block G (Building G) within the Thunder Spring PUD. The plat contains six (6) residential units and one non-residential unit containing 52,360 square feet of recreational use. The proposal is consistent with the PUD, and with the Large Block Plat. The PUD and Large Block Plat were approved by the Commission on December 13, 1999, and by the Council on December 20, 1999, subject to the following conditions:

- a. Large Block Plat shall be amended to delineate the Phasing Plan as called for in the Phasing Agreement.
- b. The CC&R's shall be reviewed by the Housing Commission as part of their negotiation on the four (4) employee and three (3) senior housing units (or as negotiated) to ensure that these units are not unduly burdened by association and maintenance fees.
- c. The City Engineer shall approve the proposed drainage system prior to final plat approval.
- d. A plan delineating power service connections and all related facilities shall be submitted and approved prior to final plat approval.

16.04.060.B Preliminary Plat Application - The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed

by-laws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities, and open space. Prior to final plat approval, the subdivider shall submit to the city a copy of the final by-laws and condominium declarations which shall be approved by the Council and filed with the Blaine County recorder prior to the final plat approval, including the instrument number(s) under which each document was recorded. Proposed by-laws and condominium declarations have not yet been submitted.

16.04.060.C Garage - All garages shall be designated on the preliminary and final plat and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit. Underground and surface parking are delineated, and referenced as common area with related plat notes.

16.04.060.D Storage Areas - Adequate storage areas shall be provided for boats, campers, and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit. The applicant should address this issue at the meeting.

16.04.060.E Parking Requirement - One additional parking space shall be required every four (4) units to accommodate visitor parking and additional family vehicles. A total of 181 spaces were required for the Revised Phase 1 Design Review (October, 1999). The condominiumization of this building requires two (2) additional parking spaces. Two hundred thirty-five (235) spaces were provided for Phase 1, an excess of approximately forty-nine (49) spaces.

16.04.060.F Maintenance Building - A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas. The applicant shall address this issue at the meeting.

16.04.060.G Open Space - The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area useable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access. Common open space was required through the Thunder Spring PUD. A plat note has been added referencing the PUD.

COMMISSION ACTION:

At their meeting on July 9, 2001, the Commission approved the preliminary plat subject to the following conditions:

1. All the requirements of the Thunder Spring Planned Unit Development and Development Phasing Agreement shall be met.
2. The Covenants, Conditions and Restrictions (CC&R's) shall be simultaneously recorded with the final plat. The City will not now, nor in the future, determine the validity of the CC&R's.

COUNCIL OPTIONS:

Make a motion to:

1. Approve the condominium plat of Thunder Spring Building G (Mountain Dance), subject to conditions;

or,

2. Deny the condominium plat of Thunder Spring Building G (Mountain Dance), **because of the following standards** (Commission to insert reasons for denial) including findings.

PROPOSED CONDITIONS:

1. All the requirements of the Thunder Spring Planned Unit Development and Development Phasing Agreement shall be met.
2. The Covenants, Conditions and Restrictions (CC&R's) shall be simultaneously recorded with the final plat. The City will not now, nor in the future, determine the validity of the CC&R's.

Attachments

SHEET 1 OF 2

JUNE 2001

LEGEND:

- EASEMENT LINE
- ⊕ BRASS CAP FOUND
- 5/8" NUBAR FOUND

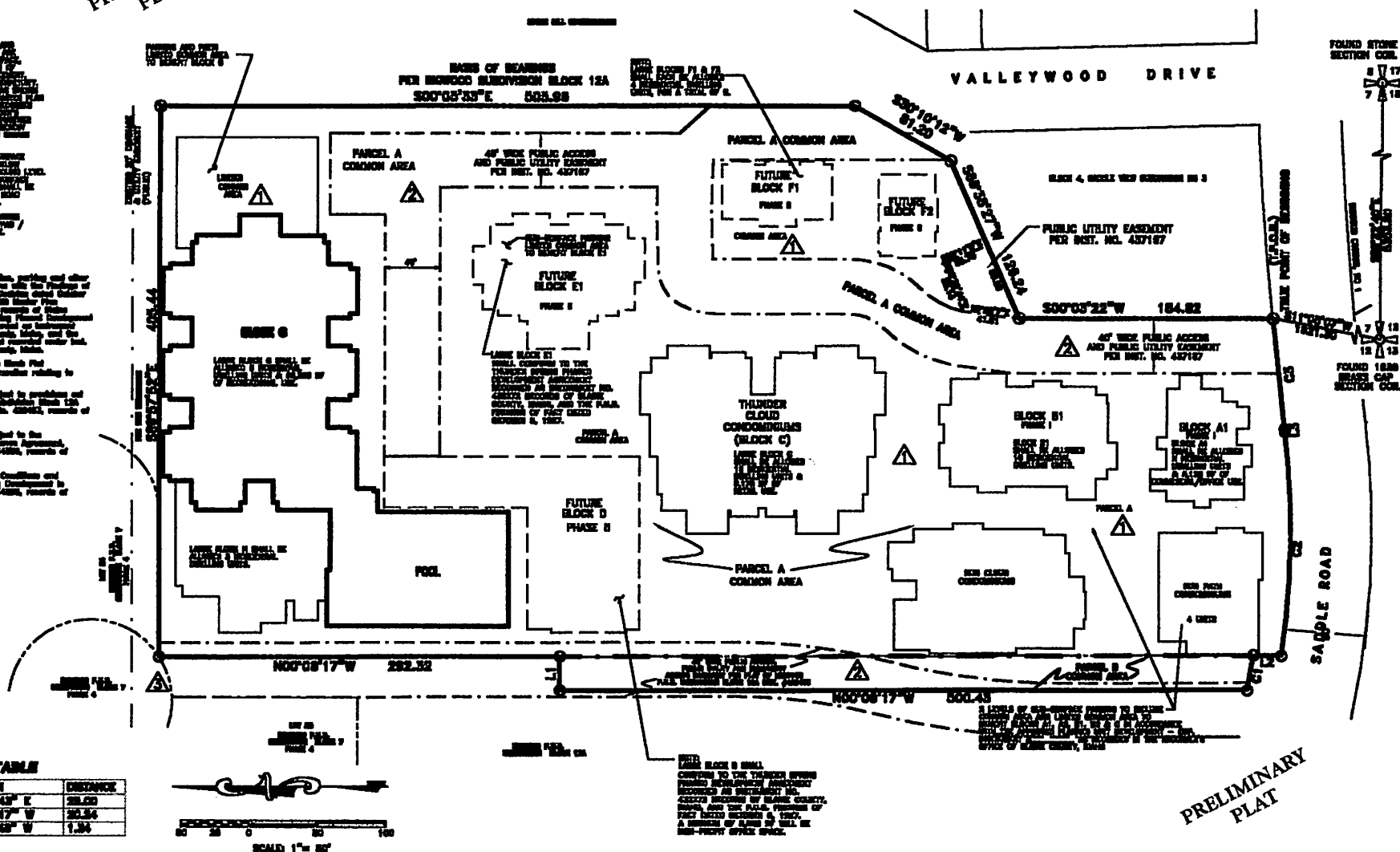
**PRELIMINARY
PLAT**

KEYNOTES

- [illegible]

NOTES

- [illegible]



LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 89°52'45" E	29.00
L2	N 00°00'17" W	20.54
L3	S 87°14'48" W	1.34

CURVE TABLE

NUMBER	CHRYA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	C22°12"	809.87	28.40	13.79	N 77°W 31" W	28.4
C2	1°17'35"	820.87	189.88	82.57	N 89°00'00" W	189.88
C3	C1°20'25"	2108.05	81.37	40.88	S 84°00'00" W	81.37

BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733, KETCHUM, ID 83340
(208) 725-8512 : 725-8514 (FAX)
E-MAIL: bma@infocon.net

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 15, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 15, Section 50-1322, by the issuance of a certificate of disapproval.

Debat

South Central District Health Dept., EHS



MOUNTAIN DANCE CONDOMINIUMS AT THUNDER SPRING

LOCATED WITHIN BLOCK A2, THUNDER SPRING LARGE
BLOCK PLAT, SECTION 7, T4N, R18E, B.M.,
KETCHUM, BLAINE COUNTY, IDAHO.

A PRELIMINARY PLAT	DRAWN BY: DCS	PLOT FILE 08444BPLT.DWG
PROJECT NO. 08444	DATE: 08/18/01	CO-ORD FILE 08444.CRD