



STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
REGULAR MEETING OF MARCH 14, 2023

**PROJECT:** The Perry Building

**APPLICATION TYPE:** Design Review (Application File No. P22-045C)  
Lot Consolidation—Preliminary Plat (Application File No. P22-045A)  
Condominium Subdivision – Preliminary Plat (Application File No. P22-045B)  
Variance Request (Application File No. P22-045D)

**PROPERTY OWNER:** Carson Palmer and Broderick Smith, Managing Members, The Perry Building LLC

**REPRESENTATIVE:** Tiina Ritval (Architect), GGLO

**REQUEST:** Final Design Review, Variance Request, Lot Consolidation Preliminary Plat, and Condominium Subdivision Preliminary Plat applications for the development of a new 53,756 gross-square-foot mixed-use building and parking garage.

**LOCATION:** 131 W 4th Street and 471 & 431 N 1st Avenue  
(Ketchum Townsite: Block 56: Lots 2, 3A, and 4A)

**ZONING:** Community Core – Subdistrict 2 – Mixed-Use Subdistrict (CC-2)

**REVIEWER:** Abby Rivin – Senior Planner

**NOTICE:** A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on February 22, 2023. The public hearing notice was published in the Idaho Mountain Express on February 22, 2023. A notice was posted on the project site and the city’s website on February 27, 2023. The building corners were staked and the story pole was installed on the project site on March 7, 2023.

**I. EXECUTIVE SUMMARY**

The applicant is proposing to develop a new 53,756-gross-square-foot mixed-use building, called The Perry Building (the “project”), at the northwest corner of 4<sup>th</sup> Street and 1<sup>st</sup> Avenue (the “subject property”) located within the Mixed-Use Subdistrict of the Community Core (“CC-2 Zone”).

The project plans are included as Attachment B to the staff report. The project site is adjacent to: (a) the Westside Office Condominiums to the north on 1<sup>st</sup> Avenue, (b) the post office across the alley to the west, and (c) the Gail Severn Gallery building across 1<sup>st</sup> Avenue to the east. The 1<sup>st</sup> & 4<sup>th</sup> Mixed-Use Building is currently under construction across 4<sup>th</sup> Street south of the project site. The subject property is comprised of 3 lots within the original Ketchum townsite that was created in 1948. The corner lot is developed with an existing building that was originally constructed as a racquetball court in 1975 and

was the home of Perry's Restaurant for 37 years and a variety of local businesses. The two interior lots are vacant as shown in Figure 1.



Figure 1: Project Location Map

The project is subject to design review pursuant to Ketchum Municipal Code (“KMC”) §17.96.010.A4. The applicant has requested a variance for the proposed parking garage. The Planning and Zoning Commission (the “Commission”) has the authority to review and approve the applicant’s design review and variance request pursuant to KMC §17.96.030.B and §17.148.010. The project includes a lot consolidation preliminary plat to consolidate the development parcel as well as a condominium subdivision preliminary plat to subdivide the mixed-use building into four commercial and twenty-three multi-family residential condominium units.

As proposed, the project includes 5,929 square feet of retail space on the ground-level with frontage along both 4<sup>th</sup> Street and 1<sup>st</sup> Avenue and 23 multi-family dwelling units. Seven of these multi-family dwelling units will be deed-restricted as community housing rentals. The community housing units are one- and two-bedroom apartments ranging in size from 624 to 976 square feet located on the ground floor. The 16 market-rate multi-family dwelling units range in size from 648 to 3,751 square feet.

The seven community housing units are exempt from providing parking pursuant to KMC §17.125.040.C.1a. 5,500 square feet of the retail space is also exempt from providing parking pursuant to KMC §17.125.040.C.1c. One parking space is required for the remaining 429 square feet of retail. 22 parking spaces are required for the market-rate multi-family dwelling units. The project is required to provide 23 total parking space on site to satisfy the retail and multi-family residential parking demand pursuant KMC §17.125.040.B. As shown on page 26 of the project plans, 29 spaces are proposed to be provided on site within the parking garage accessed from the alley to satisfy the demand.

The project is proposing to take advantage of the Floor Area Ratio (FAR) bonus in exchange for community housing, mitigating the additional floor area by dedicating seven on-site community housing units as deed-restricted rentals. The mixed-use building is 53,756 gross square feet and the proposed FAR is 2.18. The FAR calculations and exceedance analysis for the project is provided in Staff's zoning and dimensional standards evaluation included as Attachment H.

The project proposes to construct improvements to the public rights-of-way adjacent to the subject property, including: (a) grading and resurfacing the alley with asphalt, (b) installing a new heated, paver 8-foot-wide sidewalk along 1<sup>st</sup> Avenue, (c) installing a new heated, paver 12-foot-wide sidewalk along 4<sup>th</sup> Street, (d) constructing new curb and gutter with drainage facilities, and (e) providing new streetlights and street trees. The snowmelt system proposed for the new sidewalks will require a right-of-way encroachment permit approved by the Ketchum City Council. All final right-of-way improvements will be reviewed and approved by the City Engineer and Streets Department to ensure compliance with city standards prior to issuance of a building permit for the project.

The standards of Interim Ordinance 1234 do not apply to the project because the Pre-Application was deemed complete and reviewed by the Commission prior to the effective date of the ordinance. Staff has provided an overview of how the project would or would not conform to the interim ordinance as Attachment M. This analysis is provided to reference as information only and does not represent the criteria by which the development should or can be evaluated.

Staff believes the project to complies with all zoning code requirements, design review standards, variance criteria, and subdivision regulations and recommends the Commission approve the project subject to conditions.

## **II. BACKGROUND**

The Planning and Building Department received the Pre-Application Design Review for the project on July 1, 2022. The Commission reviewed the Pre-Application on August 9, 2022 and unanimously advanced the project to final Design Review. During their review of the Pre-Application, the Commission discussed: (a) the design of the building at the street corner, (b) the design of the 1<sup>st</sup> Avenue façade and the roof overhangs extending over the sidewalk, (c) the design and lighting of the stairwell and elevator overrun feature on the 4<sup>th</sup> Street façade, and (d) retail unit sizes. Section III of the staff report provides an overview of the feedback provided by the Commission during their review of the Pre-Application.

The Planning and Building Department received the final design review, variance request, lot consolidation preliminary plat, and condominium subdivision preliminary plat applications on November 28, 2022. The applications were reviewed concurrently by planning staff and city departments. Staff review comments were provided to the applicant on February 1, 2023. The applications were deemed complete on February 17, 2023.

## **III. CONFORMANCE WITH ZONING AND DESIGN REVIEW STANDARDS**

Before granting Design Review approval, the Commission must determine that the application meets two criteria: (1) the project doesn't jeopardize the health, safety, or welfare of the public, and (2) the project conforms to all design review standards and zoning regulations (KMC 17.96.050.A).

## Criteria 1: Health, Safety, and Welfare of the Public

The 2014 Comprehensive Plan (the “comprehensive plan”) contains the community’s vision for Ketchum and sets goals and policies to guide future development. The vision is shaped by 10 core values identified by Ketchum residents as important to consider for all future land use decisions. This project supports the following community values:

- **Vibrant Downtown.** “Our downtown core is critical to the economic health and well-being of Ketchum. It functions as both an economic engine and the symbolic ‘heart and soul’ of the City. We will preserve this vibrant commercial area as a place where local businesses can thrive and where people can congregate. Downtown must be a place that people can reach easily by foot, bike, and transit. We will continue to reinforce the downtown as the City’s primary business district, retail core, and key gathering place for residents and visitor for shopping, dining, and entertainment.”
- **A Strong and Diverse Economy.** “We value a thriving year-round population of people who can work, live, and engage in a dynamic Ketchum community. We value and support local businesses that contribute to our uniqueness and vibrancy. We welcome new companies.”
- **A Variety of Housing Options.** “Ketchum values a community where people who wish to work and live here can do so....In order to maintain a strong economy with a base of jobs and a diverse demographic of residents, it is important for the community to provide a varied supply of housing choices—both year-round workforce housing and second homes for seasonal residents.”
- **Community Character.** “Geographically, downtown is a focal point and plays a key role in how our community looks and feels to locals and visitors. People value the opportunity to come together in the city’s well-defined community spaces.”

The subject property is designated as Mixed-Use Commercial on the future land use map of the comprehensive plan. The Mixed-Use Commercial designation is intended to promote a wide range of land uses. The comprehensive plan encourages mixed-use developments that integrate different uses, like retail, restaurants, residential, offices, and cultural or civic facilities, within a single building and that incorporate common public space to contribute to downtown’s streetscape. The comprehensive plan states, “New structures in existing mixed-use areas should be oriented to streets and sidewalks and contain a mix of activities. Mixed-use developments should contain common public space features that provide relief to the density and contribute to the quality of the street” (page 69). This infill and redevelopment project provides four ground-level retail units along 4<sup>th</sup> Street and 1<sup>st</sup> Avenue with large storefront windows that maximize pedestrian interaction with the building. Multiple outdoor public gathering spaces are incorporated along the street frontages, including three street-level terraces along 4<sup>th</sup> Street and a large interior courtyard along 1<sup>st</sup> Avenue. The terraces along 4<sup>th</sup> Street provide areas for outdoor seating with benches and site furniture. The interior courtyard includes a zen garden and sculpture to further animate the public gathering space. In addition to providing relief to building bulk and mass, these outdoor public gathering spaces will create an activated, pedestrian-friendly streetscape that will enliven this area of downtown by facilitating the social connections that build community.

The comprehensive plan identifies downtown as an appropriate place for housing density due to its proximity to jobs and transportation options. Policy H-1.4 of the comprehensive plan states that “housing should be integrated into the downtown core” (page 20), and Policy H-3.1 encourages the siting of housing in new developments near public transportation and retail districts (page 21).

The 2022 Housing Action Plan (“HAP”) emphasizes the importance of increasing the housing supply for Ketchum’s local workforce and year-round residents. Goal 1 of the HAP is to produce and preserve housing. Ketchum needs to build, preserve, or convert approximately 100 residential housing units per year to address the community’s urgent need and meet future demand. Local housing for a range of income levels is critical to maintain long-term vibrancy downtown and ensure the future viability of Ketchum’s economy. The HAP states, “Most of all, we must remember that this effort is about people and community, and creating opportunities for both to thrive. At the core of all the system, policy, engagement and project work outlined here is the motivation to support our livelihoods, our community amenities and services, and the connectedness of our community by supporting the people who are essential to it” (page 15).

The project will provide 23 new multi-family residential dwelling units located along the 4<sup>th</sup> Street pedestrian corridor in walking distance to jobs, retail shops, coffee shops, and restaurants in downtown Ketchum. Additionally, the project is located within walking distance to the Mountain Rides bus stop at Main & 4<sup>th</sup> streets and 1<sup>st</sup> Avenue & Sun Valley Road, providing access to all the major transit routes that can connect residents to the ski bases and other areas of Ketchum.

#### Compatibility with Surrounding Neighborhood

Policy CD-1.3 of the comprehensive plan states that “Infill and redevelopment projects should be contextually appropriate to the neighborhood and development in which they occur. Context refers to the natural and manmade features adjoining a development site; it does not imply a certain style”(page 26).

This area contains both smaller-scaled older buildings as well as new, larger-scaled developments like the mixed-use building currently under construction at the southwest corner of 1<sup>st</sup> Avenue and 4<sup>th</sup> Street. Older, historic buildings in the neighborhood are comprised of small one- and two-story rectangular structures. As shown in Figure 2, Gold Mine Consign, the Open Room, and the commercial building located at 100 E 5<sup>th</sup> Street are all single-story structures approximately 1,500 square feet in size. Two existing nonconforming residences located at 140 E 5<sup>th</sup> Street and 460 N 1<sup>st</sup> Avenue are single-story buildings less than 1,000 square feet in size. This area of downtown is



Figure 2: Neighboring Smaller-Scaled Older Buildings

quickly transitioning through recent redevelopment projects that are changing the character of the neighborhood from smaller-scaled historic buildings to larger mixed-used developments.

The project’s total FAR is 2.18. The proposed floor area increase above the 1.0 FAR permitted by right is 29,033 square feet. The project is larger than the surrounding built environment but similar in size to newer downtown developments. The project is similar in scale to the 1<sup>st</sup> & 4<sup>th</sup> mixed-use building currently under construction to the south of the subject property across 4<sup>th</sup> Street. Table 1 provides the FAR and height of existing buildings in the surrounding neighborhood.

Table 1: Surrounding Building Heights and Floor Area Ratios					
Building Name	Property Address	Lot Area	Gross Floor Area	Gross FAR	Height
Westside Office Condominiums	110 W 5 <sup>th</sup> Street	8,250 sq ft	6,520 sq ft	0.79	30 feet
D-K Condominiums	160 W 5 <sup>th</sup> Street	4,125 sq ft	1,415 sq ft	0.34	8 feet (single-story)
Sundance Condominiums	180 W 5 <sup>th</sup> Street	4,125 sq ft	1,368 sq ft	0.33	16 feet (two-story)
Severn Gallery	400 N 1 <sup>st</sup> Avenue	11,000 sq ft	19,398 sq ft	1.76	40 feet
380 N 1 <sup>st</sup> Avenue Mixed-Use Building (Design Review Approved)	380 N 1 <sup>st</sup> Avenue	5,505 sq ft	5,359 sq ft	0.97	35 feet
Friesen Gallery	320 N 1 <sup>st</sup> Avenue	5,506 sq ft	9,773 sq ft	1.77	37.5 feet
1st & Sun Valley Office Building (under construction)	131 E Sun Valley Road	5,500 sq ft	10,932 sq ft	1.99	41'-10"
Sun Valley & First Condominiums	311 N 1 <sup>st</sup> Avenue	14,305 sq ft	8,250 sq ft	1.74	42 feet
1 <sup>st</sup> & 4 <sup>th</sup> Mixed-Use Building (under construction)	391 N 1 <sup>st</sup> Avenue & 120 W 4 <sup>th</sup> Street	18,163 sq ft	37,211 sq ft	2.05	42 feet
The Perry Building	131 W 4th Street and 471 & 431 N 1st Avenue	24,723 sq ft	53,756 sq ft excluding parking garage	2.18	42 feet

The project proposes to consolidate 3 lots that were created by Ketchum’s original townsite plat map in 1948. Blocks within the original townsite were historically platted into 55-foot-wide lots oriented towards the avenue rights-of-way that run north to south. The configuration of these townsite lots enriches Ketchum’s urban fabric by providing opportunities to diversify the buildings along a block. This variety in building type, age, design and size contribute to Ketchum’s authenticity. The comprehensive plan states, “New development in the downtown will continue the traditional lot and

block pattern, oriented around sidewalks and pedestrian-friendly places” (page 64). The urban pattern created by the original townsite plat map is changing as Ketchum continues to grow with new infill and redevelopment projects.

The consolidated lot will have a total area of 24,723 square feet with 165 feet of frontage along 1<sup>st</sup> Avenue and 150 feet of frontage along 4<sup>th</sup> Street. The project employs a variety of design treatments to make the building more contextually compatible with the scale of the surrounding built environment and the traditional pattern of downtown development. On page 68 of the project plans, the applicant summarizes the modulation of building mass along 1<sup>st</sup> Avenue, stating:

*Additional adjustments have been made to reduce overhangs and the overall scale of building massing along the façade. The revised prominent setback of the third floor at the building corners produces a variety in heights of the massing, and more prominent offsets of rooflines. This increases the variety of modulation and produces even smaller visual masses than the typical 55-foot lot, for a more dynamic frontage pattern along the street in keeping with the historic patterns of development.*



Figure 3: 1st Avenue Building Mass Modulation (Project Plans: Page 68)

As shown in Figure 3 above, the carves in building mass and varying roof-plane heights along 1<sup>st</sup> Avenue minimize the perceived size of the development.

## Criteria 2: Applicable Standards and Criteria

### Conformance with Zoning Regulations

During city department review, planning staff reviewed the project for conformance with all applicable zoning code requirements including permitted uses, dimensional limitations, signage, parking, development standards, and dark skies. Staff’s comprehensive analysis of how the project complies with zoning code requirements and dimensional standards is provided in Attachment H. The following analysis highlights key points for the Commission’s consideration, including unique project elements and items that staff recommends addressing through conditions.

### *Dark Skies & Light Trespass: Exterior Lighting*

The project plans include two site photometric studies that show the illumination from all exterior lighting fixtures and the lighting within the covered courtyard. The proposed exterior lighting fixtures are pictured on pages 49 and 50 of the project plans and the manufacturer's specification sheets are provided on pages 56 through 58. The proposed exterior lighting fixtures include recessed downlights and shielded wall sconces.

The applicant has provided two site photometric studies on pages 53 and 54 of the project plans. The photometric study on page 53 measures the light levels at the ground plane. The photometric study on page 54 measures the light levels 60 inches above the ground plane. Pursuant to KMC §17.132.030.B1, "all lighting emitting from any zoning lot shall not cause the light level along any property line, as measured at a height of 60 inches above grade in a plane at any angle of inclination, to exceed the limitations listed in figure 1, 'Light Trespass and Overlighting Matrix,' of this subsection." The light trespass and overlighting matrix does not provide maximum foot-candle limits for light trespass in the Community Core.

The light levels at the front and street side property lines along 1<sup>st</sup> Avenue and 4<sup>th</sup> Street are less than 0.5 footcandles. Staff believes this complies with the intent of the Dark Skies ordinance to minimize direct glare and excessive lighting and prevent light trespass. The recessed garage door lighting illuminates the parking garage entrance up to 2.3 footcandles at the alley property line. Staff is concerned that this fixture will shine light on the public right-of-way and may cause glare along the alley. Staff recommends the following condition of approval to mitigate light trespass along the rear property line:

Recommended Condition of Approval No. 3: The applicant shall revise the garage door lighting and submit an updated photometric study that shows zero footcandles at the rear property line for Planning staff to verify that the fixture does not shine light directly onto the public right-of-way or cause glare along the alley prior to issuance of building permit.

The lighting proposed within the interior courtyard includes LED marker lights to enhance wayfinding, recessed uplighting that illuminates the wood-slat partition walls, and soft glowing orbs in the zen garden. The proposed courtyard lighting does not comply with KMC §17.132.030.H1, which requires that, "all exterior lighting fixtures shall be full cutoff fixtures with the light source fully shielded." The site photometric studies on pages 53 and 54 shows that no light is trespassing from the covered courtyard. While the proposed fixtures do not comply with KMC §17.132.030.H1, Staff believes the lighting complies with the intent of the Dark Skies ordinance as the lighting is contained within the enclosed courtyard, which is fully covered, and the photometric study shows that no light trespasses outside of the courtyard.

### *Utility Screening*

The grading, drainage, and utility plan on page 13 indicates that a new transformer will be installed within the building at the northwest corner of the property by the alley. The rear elevation on page 33 of the project plans shows that the new transformer will be sited within the building and fully screened from public view. An existing power box that serves adjacent buildings encroaches within the alley



right-of-way adjacent to the subject property. The applicant is required to improve the alley right-of-way to city standards, which prohibit above-grade utilities, and must relocate the existing power box onto private property. Note U06 on page 13 states that the existing power box will be relocated and that the final location will be determined by the utility franchise, however, the new location is not specified on the project plans. The applicant has provided recent email communications from Idaho Power stating that the existing power box may be relocated onto the subject property in the same location as the new transformer that will be installed to serve the project.

Pursuant to KMC §17.96.070.C2, “Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design.” Staff recommends the following conditions to (1) ensure that the electric utilities are fully screened from public view and (2) confirm that the proposed siting and screening of these utilities complies with Idaho Power requirements:

Recommended Condition of Approval No. 4: Prior to issuance of building permit, the applicant shall submit written confirmation that Idaho Power has reviewed and approved the proposed siting and screening of: (1) the new transformer that will be installed to serve the project and (2) the existing power box that will be removed from the alley and relocated onto the subject property.

### **Conformance with Design Review Improvements and Standards**

During department review, city staff reviewed the project for conformance with all design review standards and required improvements specified in KMC §17.96.060 and requirements for developments within the Community Core specified in KMC §17.96.070. Additionally, staff reviewed the project for conformance with all city code requirements for right-of-way improvements, including but not limited to sidewalks, streetlights, and drainage. Staff believes that these requirements are either: (a) met, (b) not applicable, or (c) have been addressed by conditions of approval. Please see Attachment I for staff’s comprehensive analysis of all design review standards. The following analysis highlights key issues for the Commission’s consideration, including the applicant’s response to the Commission feedback provided during their review of the Pre-Application.

#### Dark Skies & Light Trespass: Stairwell Lighting

During their review of the Pre-Application, the Commission expressed concerns with the amount of light emanating from the stairwell along 4<sup>th</sup> Street. The Commission requested the applicant provide more information on the how the stairwells will be lighted internally and recommended that the applicant reduce stairwell lighting as much as possible. The Dark Skies ordinance only regulates outdoor lighting and does not address interior lighting; however, staff requested the applicant address the Commission’s concerns in their final application submittal.

The applicant has provided two stairwell lighting design strategies with photometric studies on pages 51 and 52 of the project plans. Strategy 1 detailed on page 51 shows shielded lighting fixtures that directly illuminate the stair landings. The shielded lighting will be on the building’s dimming control system to control the light levels; however, this system does not include motion sensors to adjust the light levels based on occupancy. Strategy 1 produces 0.9 footcandles of light trespass at the property line along 4<sup>th</sup> Street. Strategy 2 detailed on page 52 proposes indirect lighting focused on the back

stairwell wall that illuminates the stair landings and treads and creates a soft-glowing lantern effect. The fixtures will include an automatic dimming control that raises and lowers the light levels based on occupancy within the stairwell. Strategy 2 produces 1.3 footcandles of light trespass at the property line along 4<sup>th</sup> Street.

Staff recommends the Commission consider the stairwell lighting plan and determine if the applicant's lighting strategies sufficiently address concerns about the amount of light emanating from the stairwell. Staff prefers Strategy 1 as the shielded lighting produces less trespass at the property line along 4<sup>th</sup> Street.

### Active Ground Floor and Pedestrian-Friendly Streetscape

#### *Building Design at Street Corner*

Recent redevelopment projects have enhanced vibrancy in this area of downtown. The Sun Valley & First Condominiums located at 311 N 1st Avenue includes Maude's retail store and coffee shop with outdoor seating areas at the street-corner bulb-out. The office building currently under construction at the northeast corner of 1<sup>st</sup> Avenue and Sun Valley Road incorporates elements of traditional storefronts, including human-scaled glazing, transom windows, and recessed entrances, to create a welcoming and inviting pedestrian environment. The 380 N 1st Avenue mixed-use building, which has received design review approval and will be under construction this spring, is the first addition project approved under the city's new historic preservation standards. The project will restore the existing log cabin relocating the structure closer towards the street corner to highlight its historical significance while maintaining generous setbacks from 1<sup>st</sup> Avenue and 4<sup>th</sup> Street that echo traditional single-family yard areas to create a feeling of openness.

During their review of the Pre-Application, the Commission commented that this project has an opportunity to contribute more vibrancy to this revitalized downtown neighborhood and emphasized the importance of providing an activated, pedestrian-friendly experience at the street corner. Activated ground-floors are transparent and permeable connecting the public realm along the sidewalk to the inner uses within the building to create an engaging, inviting, and pedestrian-friendly streetscape. Due to the site's steep slopes, the ground-level finished-floor elevation is slightly below the sidewalk grade at the street corner. Black metal panels and the prominent roof overhang emphasized the dominance of the upper-level residential floors further undermining the visual presence of the retail unit at the street corner. The Commission requested that the applicant modify the design of the building at the street corner to activate the streetscape and enhance vibrancy.

The applicant has addressed the design of the building corner on pages 73 and 74 of the project plans. The applicant's summary of the proposed design changes states:

*We agree that activation of the intersection at 1<sup>st</sup> and 4<sup>th</sup> is a priority. The design includes large expanses of glazing on both frontages, providing openness and views of active commercial spaces from the street, while also providing ample daylighting and views from the interior. In order to provide accessible entrances to both retail and residential spaces in the building, it is necessary that the floor level at the building corner is slightly lower than the sidewalk grade. This difference flattens out as you move along the sidewalk, and is significantly less than the existing condition which provided a highly vibrant and active former use. Tall ceilings and tall operable glazed walls further enhance the connection between the interior and exterior, visually and spatially blending the activities. Additionally, the balcony railing above the corner retail*

*space has been re-proportioned giving additional clearance height to the retail below. The façade language on 1<sup>st</sup> Avenue has been revised to carry the warm, human-scaled wood beam expression consistently across retail storefronts, framing the large windows. Retail signage has been added at these been locations to further elevate the prominence of the retail at the corner. Note: Roof overhangs at this corner have also been adjusted in response to this recommendation. They have been adjusted to reduce the present of the residential levels above.*

Staff believes the applicant's design modifications to the building corner as shown in Figure 3 provide a human-scale, distinguish the ground-floor retail unit, and create a more pedestrian-friendly environment. Pursuant to KMC §17.96.070, "For nonresidential portions of buildings, front facades and facades fronting a pedestrian walkway shall be designed with ground floor storefront windows and doors with clear transparent glass." The ground-level design includes large storefront windows that provide views into the retail spaces from the sidewalk to create an engaging pedestrian environment. Warm wood beams frame the storefront windows along the street frontages. Projecting blade signs for the retail tenants extend down from these wood beams and are oriented perpendicular to pedestrian traffic to increase visibility. These design treatments highlight the retail unit at the building corner and animate the design of the ground level to create a more engaging, visually interesting, and vibrant pedestrian experience.

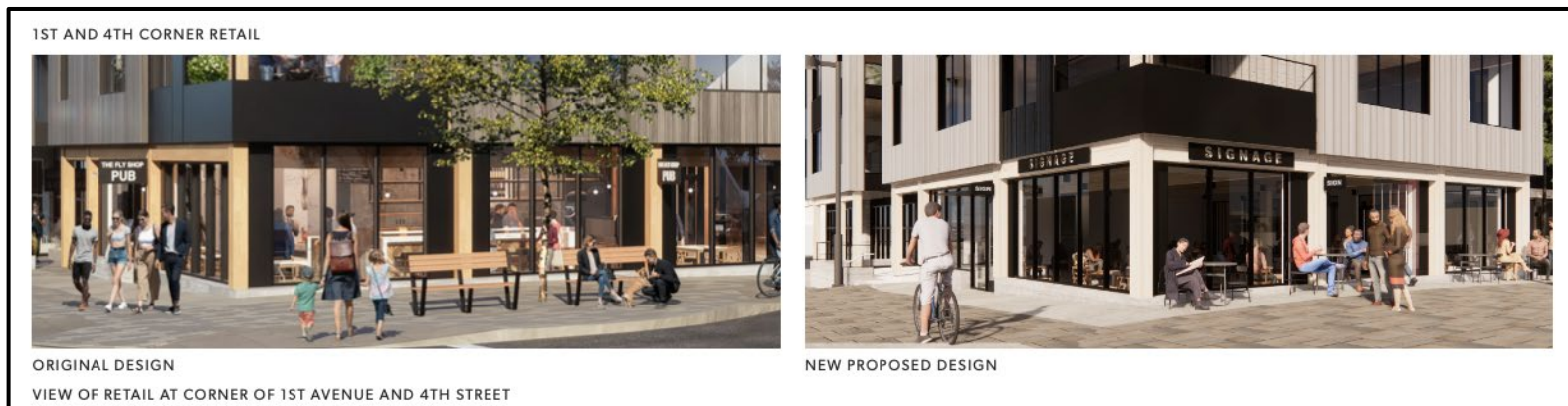


Figure 4: Design Modifications at Street Corner (Project Plans Page 74)

#### *Ground-Level Dwelling Unit with Street Frontage*

During their review of the Pre-Application, the Commission recommended the applicant consider changing the ground-level residential unit with frontage along 1<sup>st</sup> Avenue to a more active, commercial use. The Planning and Zoning Commission Policy Statement adopted on April 12<sup>th</sup>, 2022 states that successful projects in the Mixed-Use Subdistrict of the Community Core provide active commercial uses on the ground floor, such as retail, restaurants, recreation, and health/wellness services. Ground-level dwelling units with street frontage are permitted in the CC-2 Zone, however, staff requested the applicant address the Commission's comment in their final application submittal. The applicant provided the following response:

*We envision this wing as a vibrant, active local housing community—retail in this 652 SF unit will harm the community feel within this micro neighborhood. Additionally, given the unique conditions of the terrain at the north end of 1<sup>st</sup> Street, we believe housing better utilizes this space as the steeply sloped sidewalk at this location makes it very difficult to provide a code*

*compliant and ADA accessible retail entrance. The majority of the frontage along 1<sup>st</sup> is still dedicated for commercial uses.*

The residential unit occupies less than 25% of the street frontage along 1<sup>st</sup> Avenue. The majority of the street frontage is dedicated to retail, an active commercial use, and the covered courtyard, a public gathering space. This ground-level residential unit is clad in dark-stained wood to provide privacy for the residents; however, the four rectangular windows are included to add transparency. Planters border this portion of the 1<sup>st</sup> Avenue façade and the landscaping softens the dark-stained wood. The residential unit includes a balcony along the side property line that fronts 1<sup>st</sup> Avenue. Staff believes these design features enhance the relationship between the dwelling unit's street frontage and the public realm along the sidewalk.

#### *Retail Unit Size*

During their review of the Pre-Application, the Commission requested that the applicant consider how the retail space could be divided into smaller units to accommodate more local businesses. As proposed, the four retail units range in size from 1,008 to 1,902 square feet. Page 75 of the project plans illustrates how the retail units could be divided into smaller units. The applicant has demonstrated that the four retail units could be divided into 9 smaller units ranging in size from 255 square feet to 920 square feet. Additional doors have been shown on page 75 to accommodate access to these potential divisions of the retail space.

#### Building Articulation and Mass Modulation

##### *1st Avenue Roof Overhangs*

During their review of the Pre-Application, the Commission commented that the roof overhangs along 1<sup>st</sup> Avenue appeared disproportionately heavy exacerbating the visual appearance of building bulk along 1<sup>st</sup> Avenue. The dominant roof overhangs diminished the effectiveness of the recessions in mass created by the upper-level balconies at the building corners. The applicant has provided a response to the Commission's comments about the roof overhangs on pages 62 through 64. The applicant has removed the roof overhangs at the building corners along 1<sup>st</sup> Avenue. The removal of the roof overhangs enhances the effectiveness of the building-mass recessions at the third-level balconies and minimizes the perceived mass of the building. Staff believes this change adds a human scale to the building corners and creates a more pedestrian-friendly streetscape.

##### *Roof Plane*

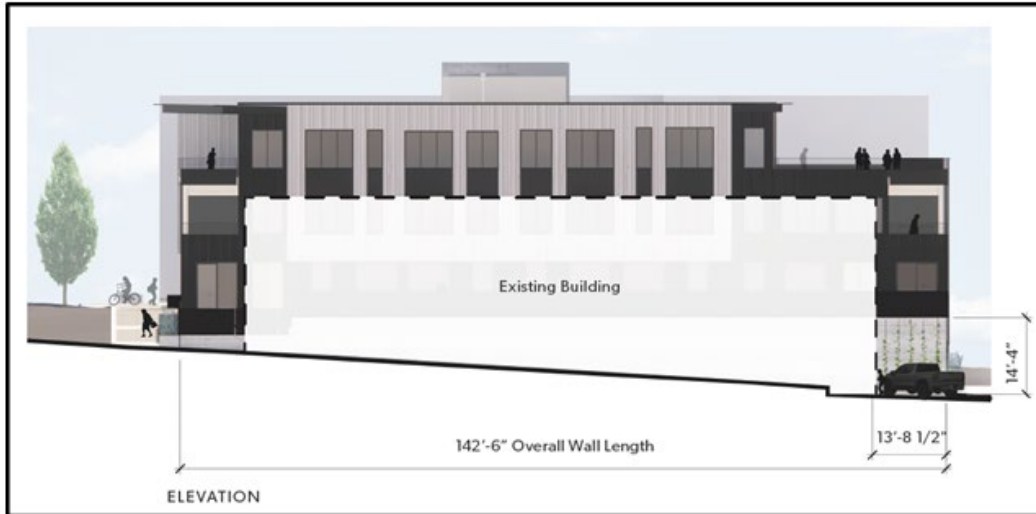
During their review of the Pre-Application, the Commission commented that the uniform roof plane along 1<sup>st</sup> Avenue diminished the effectiveness of the carve in building mass created by the courtyard. The Commission recommended that the applicant vary the design and height of the roof plane along 1<sup>st</sup> Avenue. The applicant's response to this comment is provided on pages 65 and 68 of the project plans. The applicant states:

*The setback of the floor and roof above the courtyard effectively provides relief to the overall massing of the building. The roof overhangs have been reduced significantly at both corners of the building, providing a more prominent pattern of offsets to the roofline. Viewed from various perspectives at street level a varied roofline is created reflective of the building's massing setbacks.*

The removal of the projecting overhangs along 1<sup>st</sup> Avenue adds variety to roof-plane heights and emphasizes the recessions in building mass at the upper-level balconies. Aligning the roof form with these recessions reduces the perceived height and mass of the building.

*Interior Side Façade*

The exposed parking garage wall at the interior side façade is comprised of board-formed concrete with no window openings or exterior material differentiation. During their review of the Pre-Application, the Commission requested that the applicant provide an exhibit showing the interior side wall within the context of the adjacent Westside Office Condominiums. The exhibit provided on page

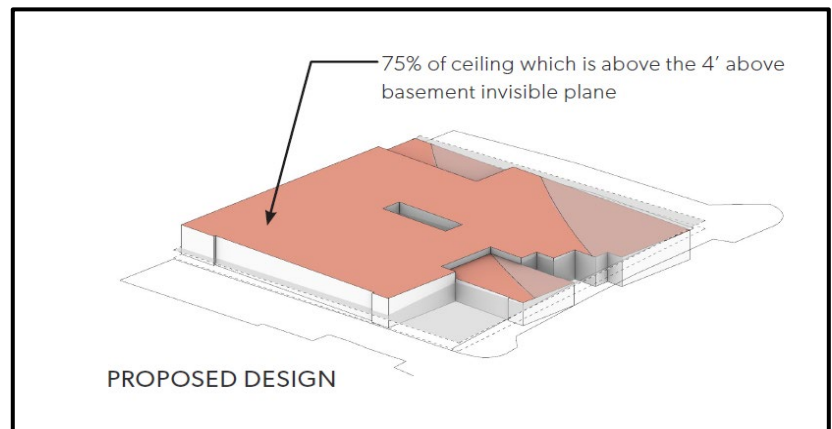


66 of the project plans shows that the West Side Office Condominiums building covers most of the parking garage wall leaving only 14 linear feet exposed (See Figure 5). The applicant has proposed installing Virginia Creeper vines to soften the exposed parking garage wall.

*Figure 5: Interior Side Wall with Adjacent Office Building (Project Plans: Page 66)*

**IV. CONFORMANCE WITH VARIANCE CRITERIA**

The applicant has requested a variance for the proposed parking garage. KMC §17.08.020 defines underground parking as, "an enclosed off street parking area within the lowest floor of a building; provided, that a minimum of 75 percent of the ceiling surface area of such floor is not more than four feet above the basement invisible plane." Underground parking that meets the dimensional requirements specified in KMC §17.08.020 is not included in the gross floor area calculation.



*Figure 6: Proposed Parking Garage Ceiling Plane (Project Plans Page 46)*

The proposed parking garage does not meet the definition of underground parking as, shown on page 46 of the project plans, most of the garage's ceiling surface area is more than 4 feet above the invisible plane (See Figure 6). The applicant has requested a variance seeking relief from the dimensional standards required for underground parking because the strict application of the code results in an undue hardship that would significantly impact the building design lowering the street corner retail unit's ground-level finished floor 8 feet below the sidewalk grade.

### Zoning Code History: FAR and Underground Parking

FAR and underground parking have historically been inextricably linked in Ketchum's zoning code. The regulation of building size and mass through FAR was first introduced into Ketchum's zoning code in 1985 through the adoption of Ordinance 396. This ordinance added the definition for underground parking as, "a space with less than one-half of its floor-to-ceiling height above the average finished grade for at least 75% of the total area." The permitted FAR in the B-1 Business Shopping Zoning District, which was the precursor to the Community Core, was 1.4, and a bonus of 0.6 gross FAR was given to developments that provided underground parking. In addition, developments that provided underground parking were also eligible for a 5-foot height bonus. Ordinance 652 permitted 1.4 gross FAR by right with incentive options to increase the gross FAR subject to design review approval. Developments that provided underground parking could increase the gross FAR up to a maximum of 2.0. Adopted in 2003, Ordinance 912 amended the gross floor area calculation to exempt underground parking areas and include parking areas covered by a roof and enclosed on three or more sides by building walls. The underground parking regulations added to Ketchum's zoning code in 1985 were crafted for single Ketchum townsite developments on flat or slightly sloped sites. The standards did not contemplate the topographical challenges that may result from the consolidation of multiple Ketchum townsite lots.

### **Applicant's Variance Request**

Pursuant to KMC §17.148.010, "a variance shall not be considered a right or special privilege but may be granted to an applicant only upon a showing of undue hardship because of unique characteristics of the site." The applicant must demonstrate compliance with all variance criteria outlined in KMC §17.148.010 for the Commission to grant relief from zoning code standards. The applicant's variance request is detailed on pages 43 through 48 of the project plans.

### Undue Hardship

The applicant must demonstrate that a variance is necessary because of the unique size, shape, topography, or location of the subject property (KMC §17.148.010.B) and that the need for the variance is not the result of actions of the applicant or property owner (KMC §17.148.010.D). Staff believes the applicant has sufficiently demonstrated that the variance is necessary because of the unique topography of the subject property and that the hardship results from unique conditions specific to the property. As shown on page 43 of the project plans, the subject property is characterized by topographical constraints with steep slopes along both street frontages (See Figure 7).

From the street corner, the grade drops 8 feet down 1<sup>st</sup> Avenue and 12 feet down 4<sup>th</sup> Street. Along the alley property line, the grade drops 4 feet down from 4<sup>th</sup> Street. Along the interior side property line, the grade drops 8 feet from 1<sup>st</sup> Avenue to the alley. The project site slopes approximately 17 feet from its highest grade at the street corner (elevation: 5826.30') to its lowest grade at the northwest corner of

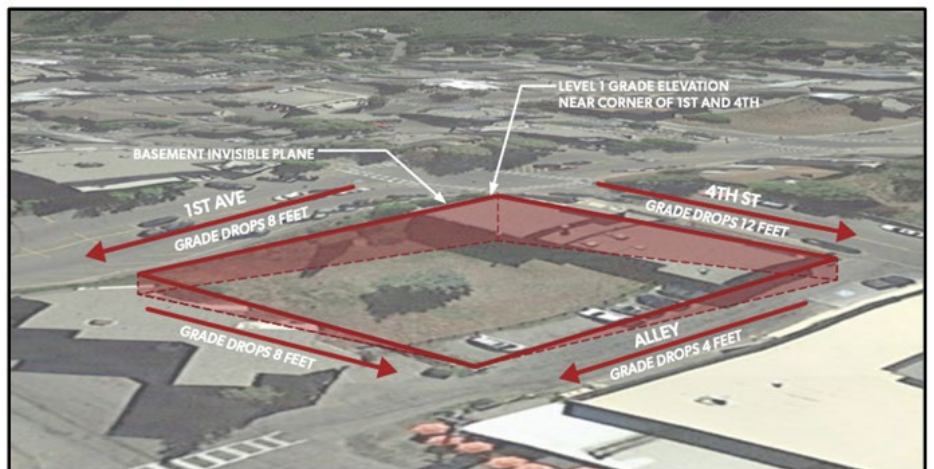


Figure 7: Site Slopes & Cross Slopes (Project Plans Page 43)

the property (elevation 5809.50'). This slope creates a unique invisible plane not found on many lots within the Community Core.

Additional excavation would be required to lower the garage to meet the definition of underground parking. Lowering the garage utilizing standard construction practices would significantly impact the building design resulting in a sunken hole at the street corner—the retail unit's ground-level finished floor would be 8 feet below sidewalk grade. Figure 6 provides a cross section that shows the retail unit in a sunken hole at the street corner and the building frontage along 1<sup>st</sup> Avenue (See Figure 7).

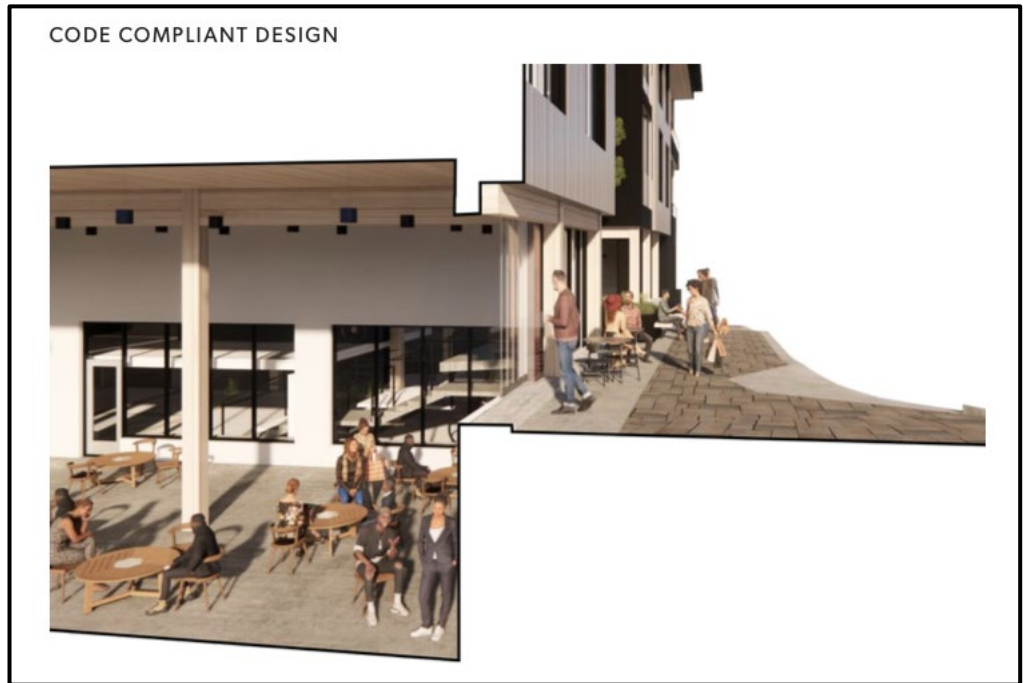


Figure 7: Sunken Hole at Street Corner (Project Plans Page 45)

The applicant explains on page 46 of the project plans that, "the unique result of meeting this dimensional definition on this particular site with steep slopes on both frontages is that it pushes the underground parking significantly below (over 8.5') the adjacent sidewalk grade at the limited location of primary entrance relative to the corner intersection and the only flat area suited for accessing the first floor." Staff concurs with the applicant's argument and believes that the sunken hole would significantly diminish the quality of the pedestrian experience, activation of the ground floor, and vibrancy at the street corner.

The zoning code allows a portion of the garage ceiling surface area to extend above finished grade, which increases visible building mass. As illustrated in Figure 8, the applicant has provided a diagram

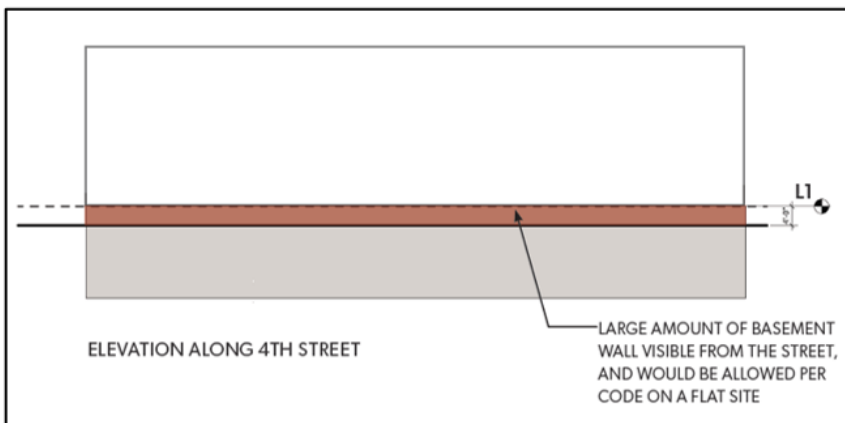


Figure 8: Permitted Parking Garage Ceiling Plane on a Flat Lot (Project Plans Page 46)

illustrating the portion of an underground parking garage that would be visible above grade on a flat lot as permitted by the zoning code. The applicant explains that, "On a typical flat or moderately sloped site the underground parking definition allows 4 feet (up to 33%) of the parking level be visible above the sidewalk grade and contribute to the bulk of structure which FAR restrictions are intended to limit" (Project Plans: Page 48).



The proposed parking garage does not add to the visual appearance of building mass along the street frontage. As shown in orange in Figure 9, the portion of the parking garage extending above finished grade along 4<sup>th</sup> Street and 1<sup>st</sup> Avenue is minimal and screened by landscaped planters.

Figure 9: Parking Garage Wall at Street Frontages (Project Plans Page 48)

The parking garage has the most significant visual impact along the interior side and alley facades. The exposed parking garage wall extends almost 14.5 feet above finished grade at the northwest corner of the property.

The strict application of the underground parking dimensional requirements on this steeply-sloped parcel creates a hardship resulting in a sunken hole at the street corner. While the consolidation of the three Ketchum townsite lots exacerbates these topographical challenges, the hardship is not self-created by the applicant as the subdivision code allows for the consolidation of multiple lots and the subject property is characterized by steep slopes and cross slopes.

As detailed in Attachment J, Staff believes the applicant has demonstrated compliance with the variance criteria specified in KMC §17.148.010. Staff concurs with the applicant that the strict application of the code results in an undue hardship. The variance is necessary because of the subject property's unique topography—the hardship is not self-created by the applicant. The strict application of the zoning code on this steeply-sloped parcel results in undue hardship that would result in a



sunken hole at the street corner, which would significantly diminish the quality of the pedestrian experience, activation of the ground floor, and vibrancy.

## V. CONFORMANCE WITH SUBDIVISION STANDARDS

The lot consolidation preliminary plat will remove the shared property lines separating lots 2, 3A, and 4A within block 56 of the original Ketchum townsite to establish the development parcel. The condominium subdivision preliminary plat application will subdivide the building into 4 commercial condominium units, 7 community housing condominium units, 16 multi-family dwelling condominium units, common area, and limited common area. During city department review, staff reviewed the lot consolidation and condominium subdivision preliminary plat applications for conformance with the procedures for subdivision approval (KMC §16.04.030), subdivision development and design standards (KMC §16.04.040), and condominium requirements (KMC §16.04.070). Certain standards are not applicable for one of the following reasons:

- The standard applies to the establishment of new subdivisions creating multiple new lots that will form blocks around new streets, and not the subject property, which is comprised of three existing platted lots within the original Ketchum townsite.
- The standard applies to an action that will be taken at the final plat stage of the process.
- The City Engineer has determined that the standard does not apply.

Staff's comprehensive analysis of all subdivision regulations for the lot consolidation preliminary plat and the condominium subdivision preliminary plat is provided in Attachments K and L. Staff believes the proposed lot consolidation and condominium preliminary plat applications comply with all applicable subdivision requirements and standards.

## VI. STAFF RECOMMENDATION

Staff believes the project, as conditioned, complies with all zoning requirements, design review standards, variance criteria, and subdivision regulations. Staff recommends approval of the applications with the following recommended conditions of approval:

### Design Review: Recommended Conditions of Approval

1. The design review approval is subject to Variance Application File No. P22-045D, Lot Consolidation Preliminary Plat Application File No. P22-045A, and Condominium Subdivision Preliminary Plat Application File No. P22-045B. All associated conditions of approval shall apply to the project.
2. As a voluntary contribution, in exchange for an increase in FAR, a total community housing contribution 4,936 square feet is required. A FAR Exceedance Agreement between the applicant and the City to memorialize the community housing contribution shall be signed and recorded prior to issuance of a building permit for the project.
3. The applicant shall revise the garage door lighting and submit an updated photometric study that shows zero footcandles at the rear property line for Planning staff to verify that the fixture does not shine light directly onto the public right-of-way or cause glare along the alley prior to issuance of building permit.
4. Prior to issuance of building permit, the applicant shall submit written confirmation that Idaho Power has reviewed and approved the proposed siting and screening of: (1) the new transformer that will be installed to serve the project and (2) the existing power box that will be removed from the alley and relocated onto the subject property.

5. The applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho that provide specifications for the right-of-way, circulation design, utilities, and drainage improvements to be reviewed and approved by the City Engineer, Streets, and Utilities departments prior to issuance of building permit.
6. The project requires a Right-of-Way Encroachment Permit for the pavers and snowmelt system proposed to be installed for the new sidewalks along 4<sup>th</sup> Street and 1<sup>st</sup> Avenue as well as the roof overhang extending over the sidewalk along 1st Avenue. The ROW Encroachment Permit shall be reviewed and approved by the Ketchum City Council prior to issuance of a building permit for the project.
7. Pursuant to Ketchum Municipal Code §17.127.030.B, separate sign permits shall be required for all new signs prior to installation.
8. This Design Review approval is based on the plans dated February 16, 2023 and information presented and approved at the March 14, 2023 Planning and Zoning Commission Meeting. The project plans for all on-site improvements submitted for the building permit must conform to the approved design review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal.
9. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations (KMC §17.96.090). Any extension shall comply with KMC 17.96.090.
10. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

#### **Recommended Variance Conditions of Approval**

1. The variance is subject to the Design Review Application File No. P22-045C. All associated conditions of approval shall apply to the project.
2. Pursuant to Ketchum Municipal Code §17.148.050, the variance shall be issued and construction shall commence within 6 months from the date that such variance is granted, otherwise, the variance shall no longer be considered valid.

#### **Lot Consolidation Preliminary Plat: Recommended Conditions of Approval**

1. The lot consolidation preliminary plat is subject to all conditions of approval associated with Design Review Application File No. P22-045C.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

#### **Condominium Subdivision Preliminary Plat: Recommended Conditions of Approval**

1. The condominium subdivision preliminary plat is subject to all conditions of approval associated with Design Review Application File No. P22-045C.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

#### **Recommended Motions**

1. "I move to approve The Perry Building design review application subject to conditions 1-10, and direct staff to return with findings of fact."

2. "I move to approve The Perry Building variance request subject to conditions 1-2 and direct staff to return with findings of fact."
3. "I move to recommend approval of The Perry Building lot consolidation preliminary plat subject to conditions 1 and 2 and direct staff to return with findings of fact."
4. "I move to recommend approval of The Perry Building condominium subdivision preliminary plat subject to conditions 1-2 and direct staff to return with findings of fact."

**VII. ATTACHMENTS:**

- A. Application Materials: Design Review Application & Supplemental Materials
- B. Application Materials: Design Review Plan Set
- C. Application Materials: Lot Consolidation Preliminary Plat Application & Supplemental Materials
- D. Application Materials: Lot Consolidation Preliminary Plat Plan Set
- E. Application Materials: Condominium Subdivision Preliminary Plat Application & Supplemental Materials
- F. Application Materials: Condominium Subdivision Preliminary Plat Plan Set
- G. Application Materials: Variance Request
- H. Zoning and Dimensional Standards Evaluation
- I. Design Review Standards Evaluation
- J. Variance Criteria Analysis
- K. Lot Consolidation Preliminary Plat: Subdivision Standards Analysis
- L. Condominium Subdivision Preliminary Plat: Subdivision Standards Analysis
- M. Interim Ordinance Analysis—Information Only

# Attachment A

Application Materials:  
Design Review Application  
&  
Supplemental Materials



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

  
Signature of Owner/Representative

11/15/2022

Date

Once your application has been received, we will review it and contact you with next steps.  
No further action is required at this time.

## DESIGN REVIEW EVALUATION STANDARDS

(May not apply to Administrative Design Review):

### 17.96.060: IMPROVEMENTS AND STANDARDS FOR ALL PROJECTS

#### A. Streets:

1. The applicant shall be responsible for all costs associated with providing a connection from an existing city streets to their development.
2. All streets designs shall be in conformance with the right-of-way standards and approved by the Public Works Director.

#### B. Sidewalks:

1. All projects under 17.96.010(A) that qualify as a "Substantial Improvement" shall install sidewalks in conformance with the right-of-way standards. Sidewalk improvements may be waived for projects that qualify as a "Substantial Improvement" which comprise additions of less than 250 square feet of conditioned space.
2. The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.
3. New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.
4. The city may approve and accept voluntary cash contributions in-lieu of the above described improvements, which contributions must be segregated by the city and not used for any purpose other than the provision of these improvements. The contribution amount shall be one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the Public Works Director. Any approved in-lieu contribution shall be paid before the city issues a certificate of occupancy.

#### C. Drainage:

1. All storm water shall be retained on site.
2. Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.
3. The Public Works Director may require additional drainage improvements as necessary, depending on the unique characteristics of a site.

# C L E A R   C R E E K   D I S P O S A L

PO Box 130 • Ketchum, ID 83340 • Phone 208.726.9600 • [www.ccdisposal.com](http://www.ccdisposal.com)

October 27, 2022

Planning and Zoning  
City of Ketchum  
P O Box 2315  
Ketchum, ID 83340-2315

Re: The Perry

Dear Ms. Frick,

Please allow this letter to serve that Carson Palmer, Owner has engaged in conversations with me, regarding the above-mentioned site. The conversations have been to the following:

This site will provide space for recycling carts and two dumpsters, garbage & cardboard. There is enough space and access to service both dumpsters adequately, utilizing a "Garbage Glider" as indicated on the enclosed plan. This scenario will only work with a mechanized mode of transporting the dumpsters to the alley for servicing. (Snow, Ice, Weight) Dumpsters will be transported to the alley for servicing from the alley multiple times per week.

This site when finished as per the plans will satisfy any and all concerns for the safe and efficient removal of garbage via the alley. I would like to mention that this is an example of high-quality planning that will benefit the owner's of this site, buildings, and the City. If I may be of further assistance during this process or in the future, please call.

Sincerely,



Mike Goitiandia  
Clear Creek Disposal

Enclosures

CC. Carson Palmer

.The Perry



## Samantha Wong

---

**From:** Samantha Wong  
**Sent:** Wednesday, February 15, 2023 5:59 PM  
**To:** 'Bradshaw, Cyndi'  
**Cc:** Jeff Loomis; Carson Palmer; Ben White  
**Subject:** RE: The Perry - a proposed mixed use building in Ketchum  
**Attachments:** 2023\_02\_10 THE PERRY - DR - DOCS FOR SERVICE LETTER.pdf; 2022\_07\_08 The Perry - DD Set - Electrical\_Pages for IPCo.pdf; 2023\_02\_15\_Design Review PackageDRAFT\_Alley View Diagrams.pdf

Hi Cyndi,

I appreciate you walking through our documents as well. Please see responses below in [blue](#). I've reattached our original package for you, an additional Alley View Diagram page to show the variance we are seeking above the transformer, and further Electrical drawings outlining Load Calculation and Use.

For our Design Review submission, would you be able to confirm that the location of the transformer room at the NW corner, adjacent to the alley would be a generally acceptable location? We will continue to coordinate the necessary level of design around building elements or encroachment with IPCo and City of Ketchum requirements, as we approach Permit level submittals beyond the Design Review.

Thank you,

**Samantha Wong** AIA, LEED AP BD+C

O +1 206.467.5828 D +1 206.902.5527 C +1 206.605.7328

---

**From:** Bradshaw, Cyndi <CBradshaw@idahopower.com>  
**Sent:** Wednesday, February 15, 2023 12:52 PM  
**To:** Samantha Wong <SWong@GGLO.com>  
**Cc:** Jeff Loomis <jloomis@galena-engineering.com>; Carson Palmer <carson@silentwater.com>; Ben White <BWhite@GGLO.com>  
**Subject:** RE: The Perry - a proposed mixed use building in Ketchum

Thank you, Samantha, for your time today. Above is the single-phase transformer that will need to be place within the three-phase transformer location.

As mentioned, a customer owned secondary switch cabinet will also need to be placed within this area where Idaho Power's service conductor will terminate.

Please provide a summary of the building construction, i.e. number of and type of each unit, square footage associated with each type of unit. [Please see attached Pg23 of our Design Review Package and E-006 \(load calc\).](#)

Confirm Main Distribution Panel size and location. [Please see E-110 for layout – dedicated electrical room \(approximately 20'-0" x 16'-5"\) will house a 4000A MSB and a 1600A MSB \(adjacent to Elev1/Lobby\). See E-001 for single line diagram, and newly attached E-006, E-010, and E-011 for Load Calculations and MEP Schedule.](#)

Send alley view of transformer area with building encroachment noted with specific footage detail – show all equipment needed at transformer area. [Please see attached Alley View Diagrams. For all equipment: we will provide an updated](#)



layout once equipment is selected and continue to coordinate the necessary level of design for a complete service provider letter. We believe we can accommodate the necessary equipment.

No screening above the transformer area is allowed. **Noted; would you be able to provide a reference for the required ventilation please? We will continue to coordinate the necessary level of design around the building elements with IPCo and City of Ketchum requirements.**

Thank you for your help.

Cyndi

---

**From:** Samantha Wong <[SWong@GGLO.com](mailto:SWong@GGLO.com)>  
**Sent:** Tuesday, February 14, 2023 10:40 AM  
**To:** Bradshaw, Cyndi <[CBradshaw@idahopower.com](mailto:CBradshaw@idahopower.com)>  
**Cc:** Jeff Loomis <[jloomis@galena-engineering.com](mailto:jloomis@galena-engineering.com)>; Carson Palmer <[carson@silentwater.com](mailto:carson@silentwater.com)>; Ben White <[BWhite@GGLO.com](mailto:BWhite@GGLO.com)>  
**Subject:** [EXTERNAL]FW: The Perry - a proposed mixed use building in Ketchum

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Hi Cyndi,

I hope this email finds you well. I wanted to reach out in regards to the upcoming The Perry project and reconcile any information you may need from the correspondence below. I believe Carson with Silent Water may have already forwarded the additional information that was previously requested (attached), but I have reattached it here for your review. Please let us know if you require any further information in order to complete a service provider letter.

Thank you,

**Samantha Wong** AIA, LEED AP BD+C

O +1 206.467.5828 D +1 206.902.5527 C +1 206.605.7328

---

**From:** Jeff Loomis <[jloomis@galena-engineering.com](mailto:jloomis@galena-engineering.com)>  
**Sent:** Monday, February 13, 2023 4:32 PM  
**To:** Samantha Wong <[SWong@GGLO.com](mailto:SWong@GGLO.com)>  
**Subject:** FW: The Perry - a proposed mixed use building in Ketchum

Samantha –

Here is Cyndi's response to the IPCo transformer question...looks like the existing single-phase transformer that is located in the alley now can be relocated to onsite.

Lance and I missed calls from each other today, so I will try again, tomorrow.

Thank you,

**JEFF LOOMIS, PE**  
Galena Engineering, Inc.

---

**From:** Bradshaw, Cyndi <[CBradshaw@idahopower.com](mailto:CBradshaw@idahopower.com)>  
**Sent:** Monday, February 13, 2023 5:09 PM  
**To:** Jeff Loomis <[jloomis@galena-engineering.com](mailto:jloomis@galena-engineering.com)>; [lmcbride@intgas.com](mailto:lmcbride@intgas.com)  
**Cc:** Clint Thome <[cthome@galena-engineering.com](mailto:cthome@galena-engineering.com)>  
**Subject:** RE: The Perry - a proposed mixed use building in Ketchum

Hi – the single-phase transformer currently has services attached serving The Perry Building (12 meters to be removed and service removed), 110 W 5<sup>th</sup> St, 160 W 5<sup>th</sup> St and 180 W 5<sup>th</sup> St. The transformer can be relocated to the property in the vicinity of the three-phase transformer planned for installation to service the new Perry building.

I have not received any load or service size to determine the size of the three-phase transformer to date.

The attached can be used to determine space needed to have the proper clearances for IPCo equipment. A three-phase padmount transformer can measure 66" high, 66" wide and 60" in depth. They are not all the exact same size. The City will want to see the clearance detail and size of devices (to scale) in their locations as will IPCo so I can prepare the Provider of Service letter the City requires of the customer for design review.

I have attached a sample letter with the information provided to the City.

Hope this helps for now.

Cyndi

---

**From:** Jeff Loomis <[jloomis@galena-engineering.com](mailto:jloomis@galena-engineering.com)>  
**Sent:** Monday, February 13, 2023 2:24 PM  
**To:** Bradshaw, Cyndi <[CBradshaw@idahopower.com](mailto:CBradshaw@idahopower.com)>; [lmcbride@intgas.com](mailto:lmcbride@intgas.com)  
**Cc:** Clint Thome <[cthome@galena-engineering.com](mailto:cthome@galena-engineering.com)>  
**Subject:** [EXTERNAL]The Perry - a proposed mixed use building in Ketchum

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Cyndi and Lance –

The City of Ketchum has asked as part of their design review comments a couple things I need your help with. I am not sure how urgent these items are for Design Review, but we have been asked to prepare responses to the city's comments by this Wednesday.

1. Cyndi, there is an existing power box (I assume transformer?) along with other utilities boxes, our topo .located in the alley behind the old Perry's restaurant (see the existing topo drawing and proposed new site plan drawings attached in the PDF..look for callout U08 on the proposed site plan). We put a placeholder (the callout) on our drawing to relocate this transformer per coordination with IPCo. Ketchum has commented they want to know where this transformer is going to be relocated to. I am not sure what this this box actually services, but you will see on our drawing we are showing a new transformer for the proposed building in an area on the site adjacent to this existing box location. I am guessing if this existing transformer needs to go in that same area, it can. Typically, we coordinate this kind of thing after Design Review, but Ketchum seems to want everything upfront now? Please let me know where we can relocate this box.
2. Lance, you will see we are calling out a new gas service to the proposed building (look for callout U03). Ketchum has asked for the location of the gas meter associated with this service. I assume the meter will be located in the 3-foot setback between the edge of the alley and the building where we show the gas line

going into the building, but just wanted to confirm this will be okay with you. Again, this is this the type of thing we typically coordinate after Design Review, but Ketchum is asking the question now.

Thank you.

**JEFF LOOMIS, PE** - Galena Engineering, Inc. - 317 North River Street - Hailey, ID 83333 - 208.720.9107(M) / 208.788.1705(O)

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# Attachment B

Application Materials:  
Design Review Plan Set

**THE PERRY**  
Ketchum, ID

**GGLO**  
The Perry Building LLC  
Design Review Package  
February 16, 2023





SILENTWATER  
REAL ESTATE

Carson Palmer & Broderick Smith  
The Perry Building LLC

**THE PERRY**  
131 4TH STREET WEST  
KETCHUM, ID, 83340

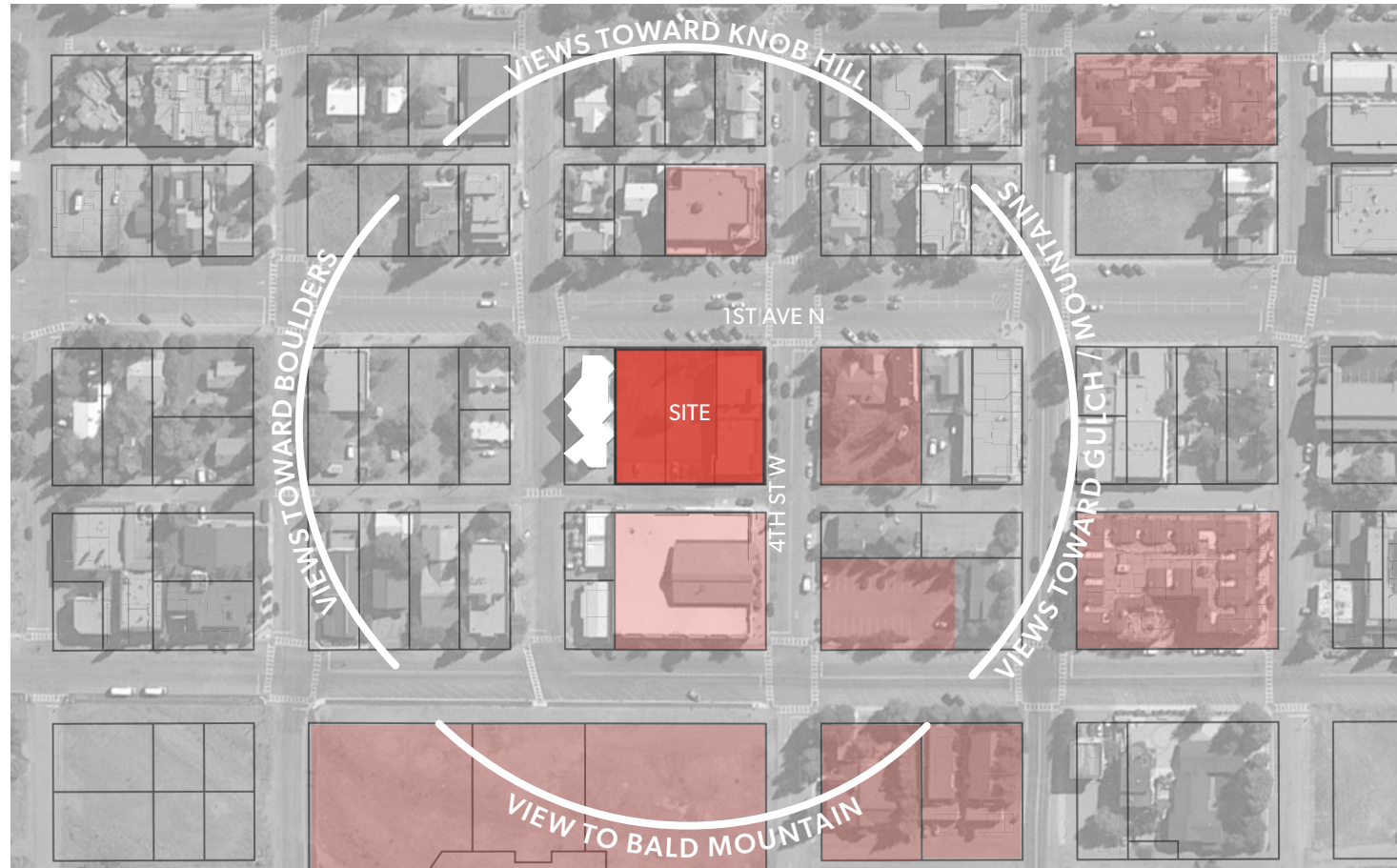
## GGLO

Architecture | Interior Design  
Landscape Architecture | Urban Design  
[www.gglo.com](http://www.gglo.com)

Boise Office  
113 S 5th Street  
Suite 200  
Boise, Idaho 83702  
208.953.7227



- 01 SITE + ZONING
- 02 DESIGN CONCEPT
- 03 SITE PLANS
- 04 FLOOR PLANS
- 05 ELEVATIONS AND MATERIALITY
- 06 PERSPECTIVES
- 07 SUSTAINABILITY GOALS
- 08 ZONING VARIANCE
- 09 EXTERIOR LIGHTING
- 10 SIGNAGE PLAN
- 11 RESPONSE TO STAFF AND COMMISSION COMMENTS



VICINITY PLAN

PROJECT SITE

The site is located in the Community Core of Ketchum, a mountain region primarily accessed via HWY-75. Prominent views of Bald Mountain to the West, and Griffin Butte and Boulder Mountains to the North. The project site is directly bounded by an existing condo to the NW. The town's Post Office is adjacent SW of the site, directly across the Alley.





SURROUNDING SITE CONTEXT

- Prominent views of Bald Mountain directly southwest
- Big Wood River runs north-south, west of the site
- Views of surrounding mountain ranges are seen towards The Gulch to the southeast
- Additional mountain ranges and peek-a-boo views of Boulder Mountain to the North



SITE ADJACENCIES

- Site slopes to the south. High point is located at 1st Ave N and 4th St W.
- The Post Office is located adjacent southwest across the Alley.
- Existing Condo on the northwest end of the project site.
- Mildest existing grade at Alley



## PROJECT KEY GOALS



## Residential Refuge with Focus on Views and Light

The residences will be designed with a focus on views to the surrounding mountain ranges. The experience is one of retreat and privacy, although the residences are situated in proximity to the town core activity, they will offer close respite.



## Celebration of Indoor and Outdoor living

Mountain town lifestyle encourages a connection to the immediate outdoors. The interior will explore the ideas of seamless threshold, biophilic design strategies, and a celebration of private, climate comfortable outdoor spaces.



## Contribution to Community Core

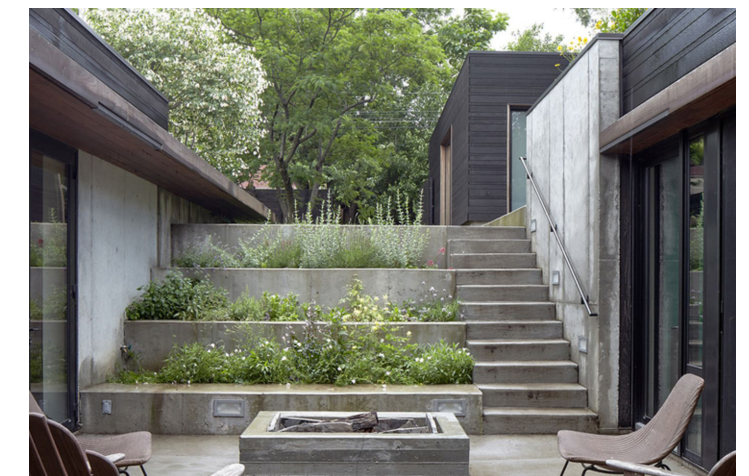
The unique offerings of the project: In-town residences, Workforce housing, and Activated Commercial and Retail all combine to offer a micro community focused on longevity and a purpose of feeding the community core.



## Contextually Positive Design

The design seeks to distill an architecture and site design that is rooted in historical and cultural understanding, but focused on creating the future context.

PROJECT DESIGN LANGUAGE



Biophilic Properties

Strong vertical rhythm, slender members of wood or metal create infill for the larger more expansive timber structural grid. Properties of this language are distilled from the characteristics of Aspen groves.

Large vision glass creates a connection with the view that brings the serenity of the mountain context inside.

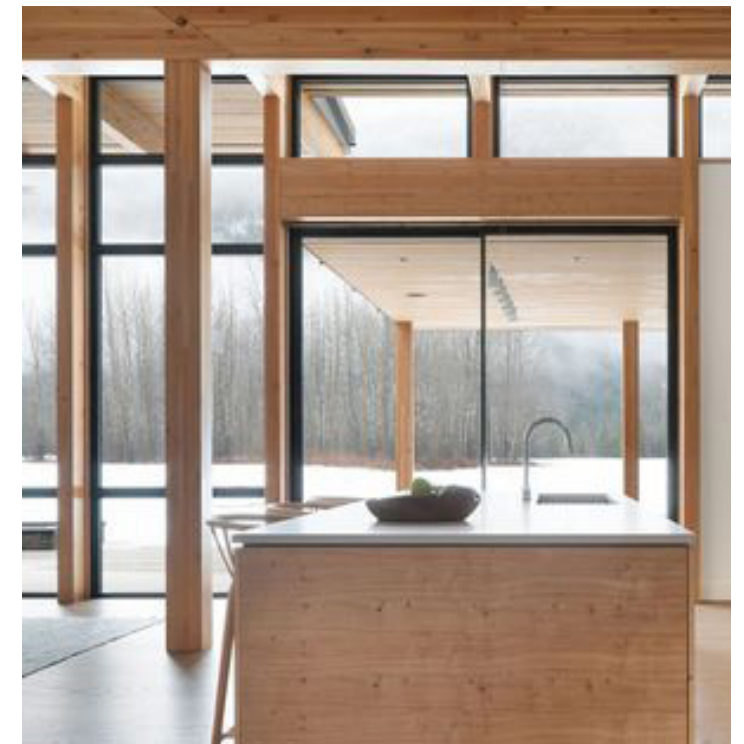
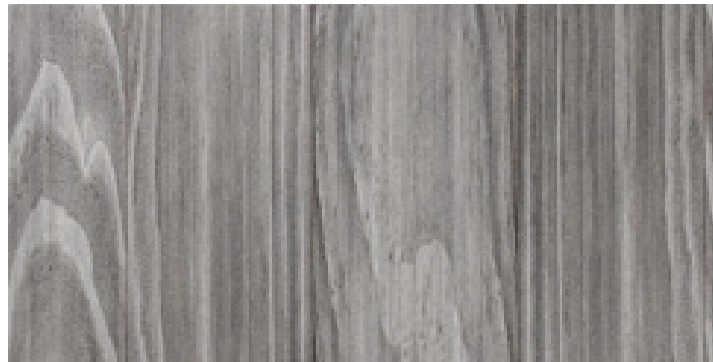
Emphasis on Primary Structural Members

Heavy structural members are expressed through Mass Timber building techniques. The local vernacular of cross span bridges inform the language of the building. Slim secondary members create a lattice support.

Site Response

Responding to the natural slope of the site creates more individualized experiences.

ARCHITECTURAL MATERIALS



Wood

Wood patinas softly and evenly to a beautifully neutral expression of wood siding.

Mass Timber has inherent finish properties that create a warm glow of the interior that can be seen from the street.

Board Form Concrete

Board form concrete with punched openings, and blackened steel accents.

Blackened Steel Metal Panels and Cable Rail

Blackened steel panel exterior accent panels, and cable rail railings that allow for a more unobstructed view to the surrounding mountains.

Aluminum Storefront and Large, Operable Windows

A mix of high-performance residential windows and multi-panel sliding glass doors with a focus on views from the residences offer a seamless indoor outdoor experience.

KETCHUM CONTEXT



Warfield  
Main & Sun Valley Rd



Kneebone  
E 5th and Washington



The Limelight  
Main & River St



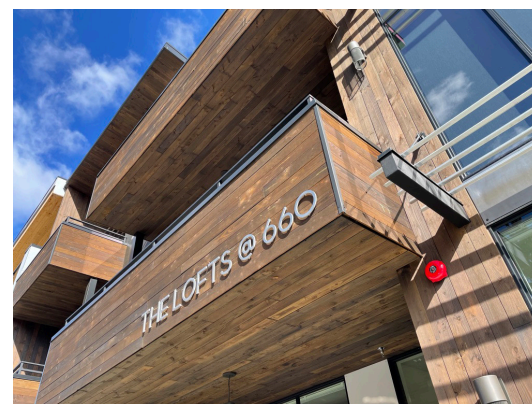
Ketchum Starbucks  
East & Sun Valley Rd



First and Fourth  
1st Ave and 4th Street



The Lofts  
660 Main



Bigwood Residence  
East & Sun Valley Rd



Sun Valley Lodge  
Sun Valley Rd & Lodge Entry Ln



## COMMUNITY CORE CHARACTER

### Overview and Purpose

In order to establish the right development guidance for the community Core, it was paramount to understand what the community of Ketchum liked and disliked. This was accomplished in two parts. Part one included a series of existing images from around Ketchum's Community Core and the question: "What do you like or dislike about these images?". Part two included an exercise where several images from other communities were presented and the community was asked to choose the ones that best represented the overall vision of the Community Core and those that did not in addition to describing why each image was chosen. The following three pages reflect the results of those outreach efforts.

### The Character of the Community Core Is...

- Wood, brick, and stone
- One to three story building height
- Upper floor step backs
- A mix of flat and pitched roofs

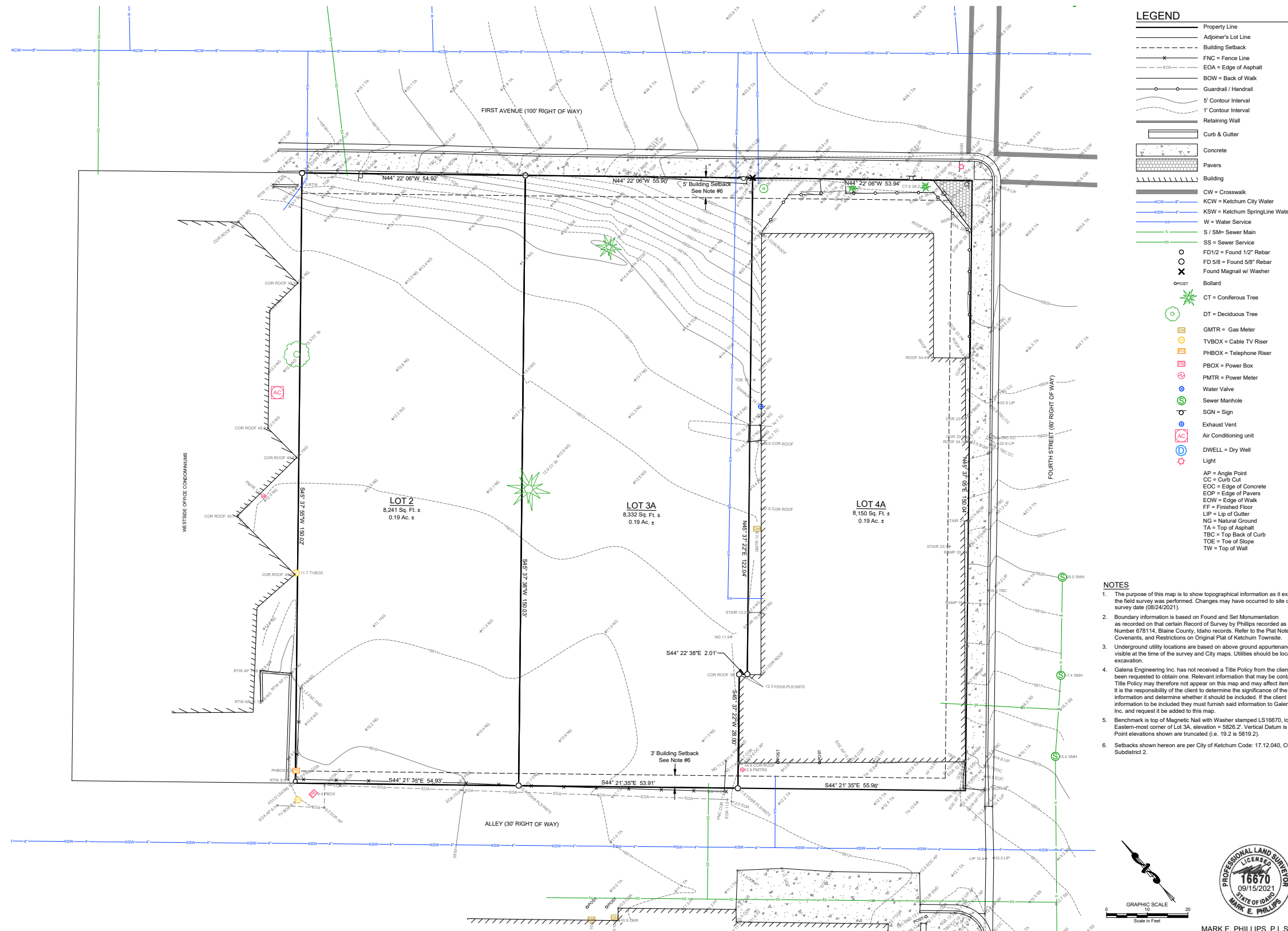
### What We Heard From the Community...

The existing character of Ketchum's Community Core has been described as unique, western, a "hodge-podge" of architectural styles, reflective of its mining town roots. Buildings such as the Pioneer Saloon, Warfield and Picket Fence were chosen time and time again as the top choice for what represented the true character of Ketchum. Each of these buildings represents more of the historic fabric of the Community Core. Additionally, the Kneebone Building was identified by many residents as a good example of architecture. Public spaces such as Maude's were mentioned as a good example of using street bump outs to create additional space to gather.

### The character of the Community Core should be:

- Spaces for pedestrian gathering, both at the ground level and on rooftop or upper floor step backs – people contribute to the character of the community
- Wood and brick materials
- Landscaping, especially trees
- Pedestrian-oriented signage that is integrated into the buildings and streetscape
- A balance of glass and other building materials
- Definition at the roof line for flat roofs
- Mining town, outdoor vibe
- Building height at street no more than three stories
- Creative use of architecture and spaces, authentic design





**LEGEND**

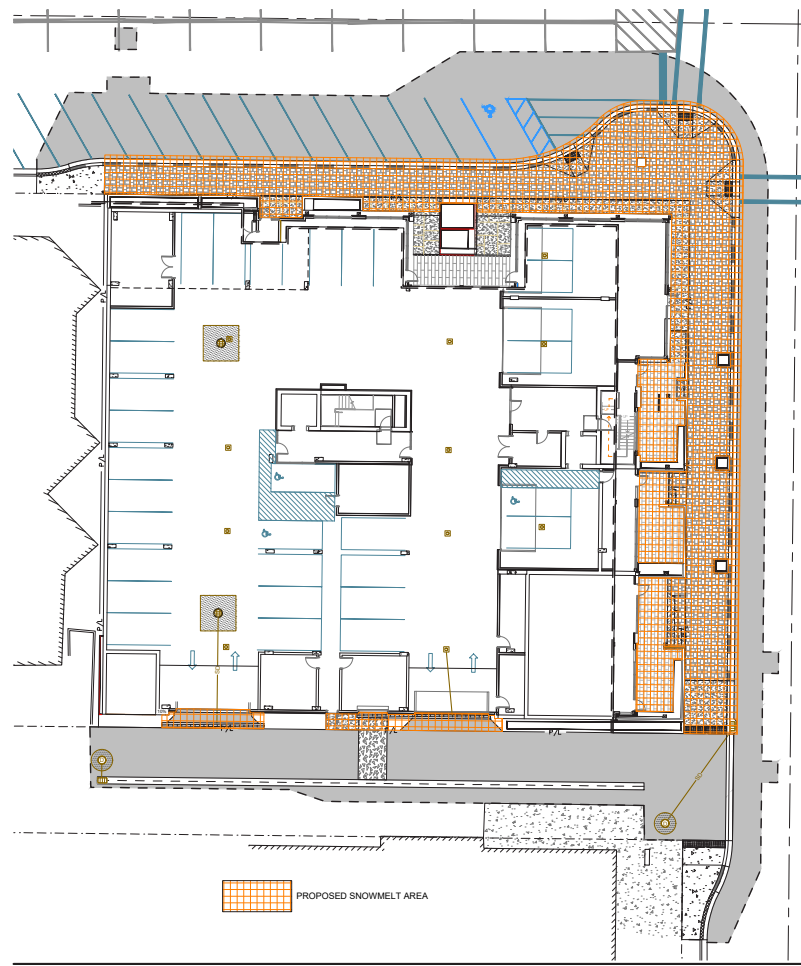
	Property Line
	Adjoiner's Lot Line
	Building Setback
	FNC = Fence Line
	EOA = Edge of Asphalt
	BOW = Back of Walk
	Guardrail / Handrail
	5' Contour Interval
	1' Contour Interval
	Retaining Wall
	Curb & Gutter
	Concrete
	Pavers
	Building
	CW = Crosswalk
	KCW = Ketchum City Water
	KSW = Ketchum SpringLine Water
	W = Water Service
	S / SM= Sewer Main
	SS = Sewer Service
	FD 1/2" = Found 1/2" Rebar
	FD 5/8" = Found 5/8" Rebar
	Found Magnail w/ Washer
	Bollard
	CT = Coniferous Tree
	DT = Deciduous Tree
	GMTR = Gas Meter
	TVBOX = Cable TV Riser
	PHBOX = Telephone Riser
	PBOX = Power Box
	PMTR = Power Meter
	Water Valve
	Sewer Manhole
	SGN = Sign
	Exhaust Vent
	Air Conditioning unit
	DWELL = Dry Well
	Light
	AP = Angle Point
	CC = Curb Cut
	EOC = Edge of Concrete
	EOP = Edge of Pavers
	EW = Edge of Walk
	FF = Finished Floor
	LP = Lip of Gutter
	NG = Natural Ground
	TA = Top of Asphalt
	TBC = Top Back of Curb
	TCE = Top of Slope
	TW = Top of Wall

- NOTES**
- The purpose of this map is to show topographical information as it existed on the date the field survey was performed. Changes may have occurred to site conditions since survey date (08/24/2021).
  - Boundary information is based on Found and Set Monumentation as recorded on that certain Record of Survey by Phillips recorded as Instrument Number 678114, Blaine County, Idaho records. Refer to the Plat Notes, Conditions, Covenants, and Restrictions on Original Plat of Ketchum Townsite.
  - Underground utility locations are based on above ground appurtenances / utilities visible at the time of the survey and City maps. Utilities should be located prior to any excavation.
  - Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires for the information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.
  - Benchmark is top of Magnetic Nail with Washer stamped LS16670, located at the Eastern-most corner of Lot 3A, elevation = 5826.2'. Vertical Datum is NAVD 1988. Point elevations shown are truncated (i.e. 19.2 is 5819.2).
  - Setbacks shown hereon are per City of Ketchum Code: 17.12.040, CC District, Subdistrict 2.

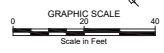
GRAPHIC SCALE  
Scale in Feet

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

EXISTING SITE CONDITIONS

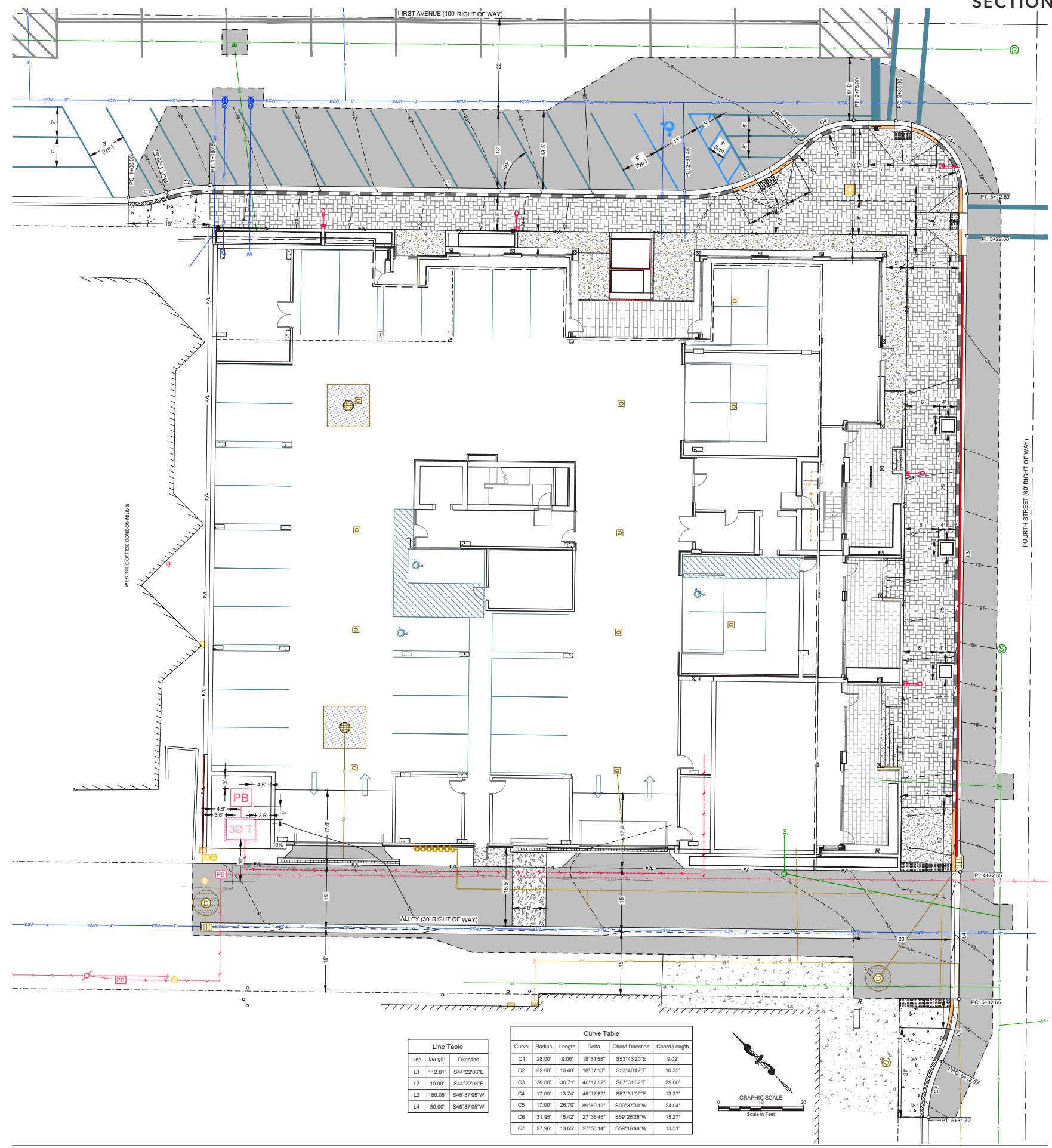


SNOWMELT PLAN

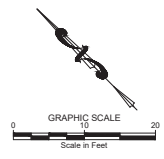


LEGEND

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Line Table			Curve Table					
Line	Length	Direction	Curve	Radius	Length	Delta	Chord Direction	Chord Length
L1	112.01'	S44°22'06"E	C1	28.00'	9.06'	18°31'58"	S53°43'20"E	9.02'
L2	10.00'	S44°22'06"E	C2	32.00'	10.40'	18°37'13"	S53°40'42"E	10.35'
L3	150.00'	S45°37'05"W	C3	38.00'	30.71'	46°17'52"	S67°31'02"E	29.88'
L4	30.00'	S45°37'05"W	C4	17.00'	13.74'	46°17'52"	S67°31'02"E	13.37'
			C5	17.00'	26.70'	89°59'12"	S00°37'30"W	24.04'
			C6	31.95'	15.42'	27°38'46"	S59°26'28"W	15.27'
			C7	27.96'	13.65'	27°58'14"	S59°16'44"W	13.51'



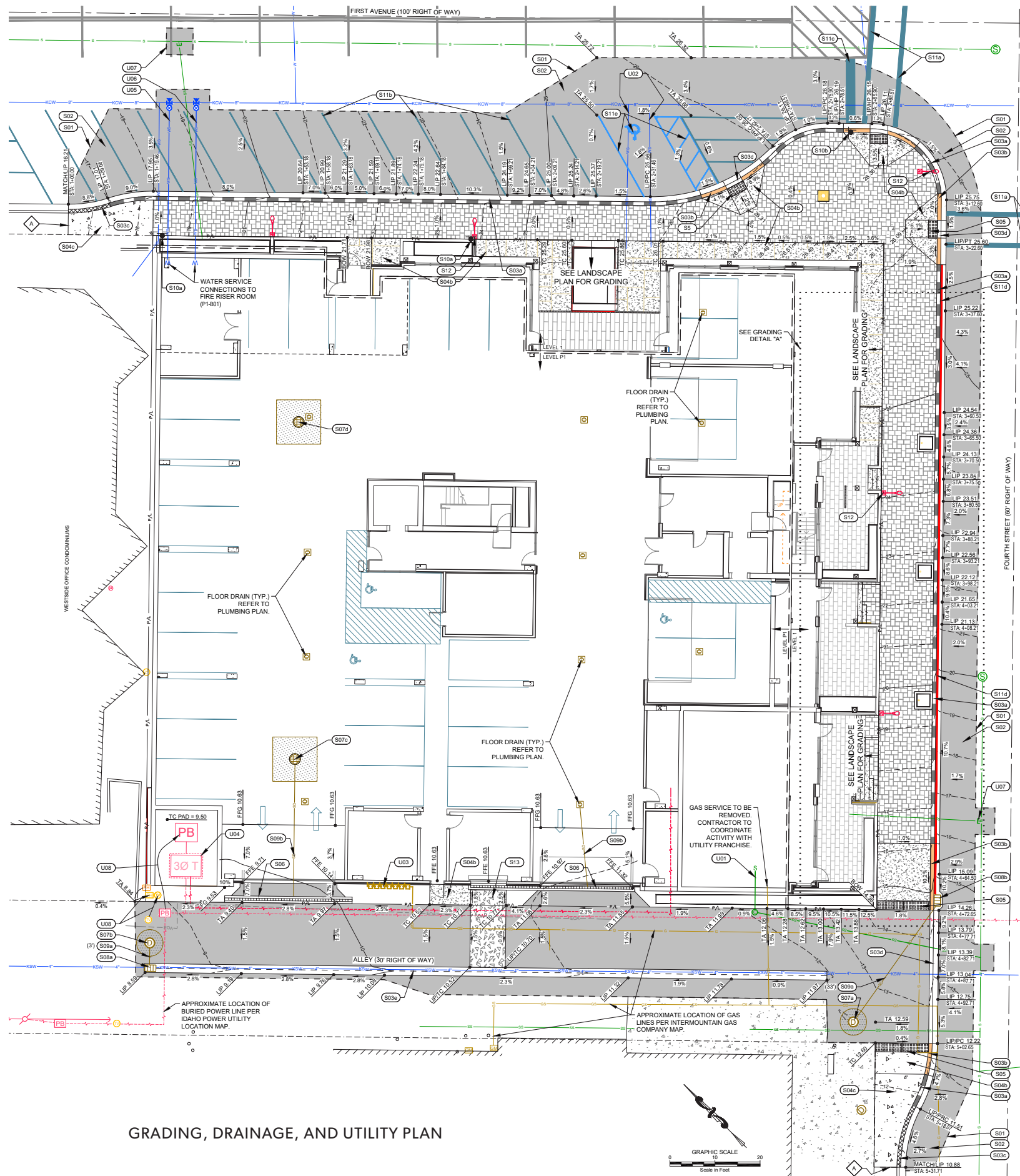
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NOT FOR CONSTRUCTION

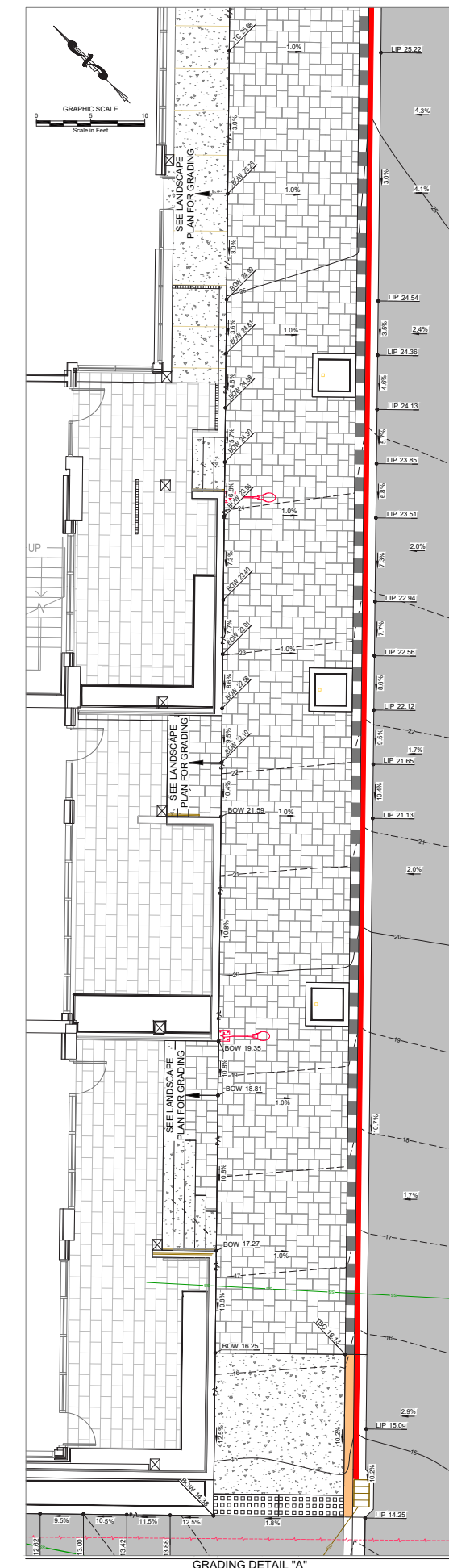
DESIGNED BY: \_\_\_\_\_  
 DRAWN BY: JCL  
 CHECKED BY: \_\_\_\_\_

**GALENA ENGINEERING, INC.**  
 Civil Engineers & Land Surveyors  
 317 N. River Street  
 Halley, Idaho 83333  
 (208) 785-1705  
 email: galena@galena-engineering.com





GRADING, DRAINAGE, AND UTILITY PLAN



GRADING DETAIL "A"

- SITE IMPROVEMENT KEY NOTES**
- S01 SAWCUT EXISTING ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
  - S02 CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL 1 / C1.10.
  - S03 CONSTRUCT CONCRETE CURB AND GUTTER.
    - a. 6" ROLLED C&G PER DETAIL 2 / C1.10.
    - b. CURB TRANSITION FROM 6" ROLLED TO ZERO REVEAL PER DETAIL 3 / C1.10.
    - c. CURB TRANSITION FROM 6" VERTICAL TO 6" ROLLED.
    - d. ZERO REVEAL CURB AND GUTTER PER DETAIL 3 / C1.10.
    - e. 24" WIDE CONCRETE VALLEY GUTTER PER DETAIL 6 / C1.10.
  - S04 CONSTRUCT SIDEWALK WIDTH AS SHOWN HEREON.
    - a. PAVER SIDEWALK. SEE DETAIL 5 / C1.10.
    - b. CONCRETE SIDEWALK. SEE DETAIL 4 / C1.10.
  - \*NOTE: ALL SIDEWALK WITHIN RIGHT-OF-WAY AND ALONG SUBJECT PROPERTY IS HEATED.
  - S05 RECONSTRUCT CONCRETE SIDEWALK WITHOUT SNOWMELT TUBE.
  - S06 INSTALL CITY OF KETCHUM APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING INSERT. SEE DETAIL 2 / C1.11.
  - S07 INSTALL TRENCH DRAIN. SEE DETAIL 7 / C1.10. CONNECT TO BUILDING STORM DRAIN SYSTEM.
  - S07a INSTALL DRYWELL. SEE DETAIL 9 / C1.10. RM = 5811.88 I.E.(IN) = 5808.88
  - S07b SEE DETAIL 9 / C1.10. RM = 5808.74 I.E.(IN) = 5805.29
  - S07c SEE DETAIL 6 / C1.11. RM = 5810.48 CONNECT ROOF DRAIN SYSTEM INTO THIS DRYWELL.
  - S07d SEE DETAIL 6 / C1.11. RM = 5810.48 CONNECT ROOF DRAIN SYSTEM INTO THIS DRYWELL.
  - S08 INSTALL CATCH BASIN WITH MINIMUM SUMP DEPTH OF 12". SEE DETAIL 8 / C1.10.
    - a. RM = 5808.39 I.E.(OUT) = 5805.39
    - b. RM = 5814.16 I.E.(OUT) = 5811.16
  - S09 INSTALL STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. REFER TO DETAIL 1 / C1.11 FOR (LF) TRENCHING AND DETAIL 7 / C1.11 FOR POTABLE / NON-POTABLE WATER LINE SEPARATION.
    - a. 12" ADS N-12 OR 12" D3034 PVC PIPE
    - b. 8" D3034 PVC PIPE
  - S10 SIGNS. SEE DETAIL 3 / C1.11 FOR SIGN BASE DETAIL.
    - a. INSTALL PARKING REGULATORY SIGN. COORDINATE TYPE AND FINAL LOCATION WITH CITY OF KETCHUM.
    - b. INSTALL STOP / STREET SIGN.
  - S11 INSTALL THERMOPLASTIC ROAD STRIPING / PAINT.
    - a. WHITE 12" WIDE CROSSWALK STRIPING.
    - b. YELLOW 4" WIDE ASPHALT PARKING STRIPING. MATCH CITY PATTERNS.
    - c. WHITE 24" WIDE STOP BAR STRIPING.
    - d. RED "NO PARKING" STRIPING ON CURB. MATCH CITY PATTERNS.
    - e. BLUE ADA PARKING STRIPE AND SYMBOL.
  - S12 INSTALL STREET LIGHT. LOCATIONS SHOWN HEREON ARE FOR GRAPHICAL REPRESENTATION ONLY. ARCHITECT SHALL SUBMIT AN ILLUMINATION ANALYSIS FROM MH COMPANIES TO VERIFY STREET LIGHT PLACEMENTS. REFER TO THE CITY OF KETCHUM STANDARD STREET LIGHT DETAIL.
  - S13 CONSTRUCT CONCRETE APRON. SEE DETAIL 10 / C1.10.
  - MATCH EXISTING LINES AND GRADES
- UTILITY IMPROVEMENT KEY NOTES**
- U01 INSTALL 8" PVC SEWER SERVICE WITH TRAFFIC RATED CLEANOUT. CONNECT TO 8" CONCRETE SEWER MAIN. SEE DETAIL 1 / C1.11 FOR TRENCHING AND DETAIL 7 / C1.11 FOR POTABLE / NON-POTABLE WATER LINE SEPARATION. REFER TO SPPWC STANDARD DETAIL SD-S05A FOR CLEANOUT DETAIL.
  - U02 REMOVE AND DISPOSE OF EXISTING WATER SERVICE AT WATER MAIN. TURN OFF CORP STOP.
  - U03 INSTALL GAS METER ASSEMBLY. CONTRACTOR TO COORDINATE ACTIVITY WITH UTILITY FRANCHISE.
  - U04 INSTALL NEW POWER BOX AND SERVICE. BY OTHERS. REFER TO ELECTRICAL PLAN. WORK TO BE COORDINATED WITH IDAHO POWER COMPANY.
  - U05 INSTALL 8" PVC C-900 DOMESTIC WATER SERVICE WITH PWP STAINLESS STEEL TAPPING SADDLE AND 8" GATE VALVE. REFER TO DETAIL 1 / C1.11 FOR TRENCHING STANDARDS AND DETAIL 5 / C1.11 FOR THRUST BLOCKING.
  - U06 INSTALL 8" PVC C-900 FIRE SERVICE WITH 8" PWP STAINLESS STEEL TAPPING SADDLE AND 8" GATE VALVE. REFER TO DETAIL 1 / C1.11 FOR TRENCHING STANDARDS AND DETAIL 5 / C1.11 FOR THRUST BLOCKING.
  - U07 EXISTING SEWER SERVICE TO BE EXPOSED TO SEWER MAIN CUT AND PLUGGED.
  - U08 EXISTING UTILITY RISERS TO BE RELOCATED. FINAL LOCATION TO BE COORDINATED WITH AND DETERMINED BY UTILITY FRANCHISE.

- ABBREVIATIONS**
- BOW = BACK OF WALK
  - BS = BOTTOM OF STEP
  - BW = BOTTOM OF WALL
  - EG = EXISTING GRADE
  - FF = FINISHED FLOOR
  - FFE = FINISHED FLOOR AT ENTRY
  - FG = FINISHED GRADE
  - LF = LINEAL FEET
  - HP = HIGH POINT
  - PC = POINT OF CURVATURE
  - PCC = POINT OF COMPOUND CURVE
  - POC = POINT ON CURVE
  - PT = POINT OF TANGENT
  - TA = TOP OF ASPHALT
  - TBC = TOP BACK OF CURB
  - TC = TOP OF CONCRETE
  - TP = TOP OF PAVERS
  - TG = TOP OF GRATE
  - TW = TOP OF WALL

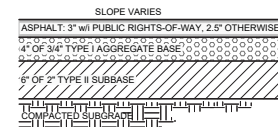
PRELIMINARY FOR DESIGN REVIEW ONLY

PROFESSIONAL ENGINEER  
 REGISTERED  
 7986  
 02/16/23 ID  
 DEFF C. LOOMIS

NOT FOR CONSTRUCTION

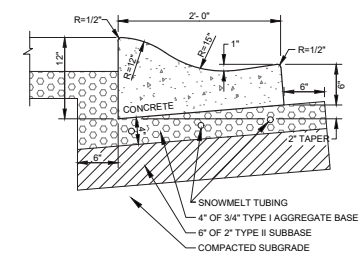
DESIGNED BY  
 CT  
 DRAWN BY  
 JCL  
 CHECKED BY

**GALENA**  
 ENGINEERING, INC.  
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 317 N. River Street  
 Hailey, Idaho 83433  
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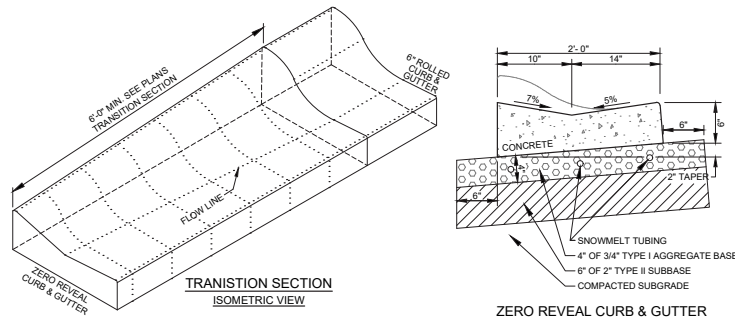
- NOTES:
1. SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
  2. MATERIALS SHALL CONFORM WITH CURRENT ISPGW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

**1**  
C1.10 TYPICAL STREET ASPHALT SECTION  
N.T.S.



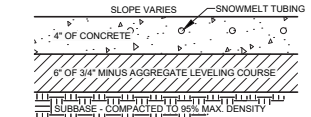
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  4. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
  5. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET WISIDEWALK).
  6. SEE MECHANICAL DRAWINGS FOR FINAL SNOWMELT SYSTEM LAYOUT.

**2**  
C1.10 HEATED 6" CONCRETE ROLLED CURB & GUTTER  
N.T.S.



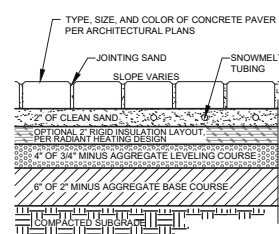
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**3**  
C1.10 TYPICAL HEATED ROLLED CURB TRANSITION DETAIL  
N.T.S.

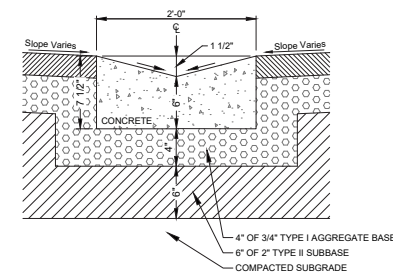


- NOTES:
1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
  2. CONTINUOUS PLACEMENT PREFERRED. SCORE AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING.
  3. 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS.
  4. MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPGW SPECIFICATIONS.

**4**  
C1.10 TYPICAL CONCRETE SIDEWALK SECTION  
N.T.S.

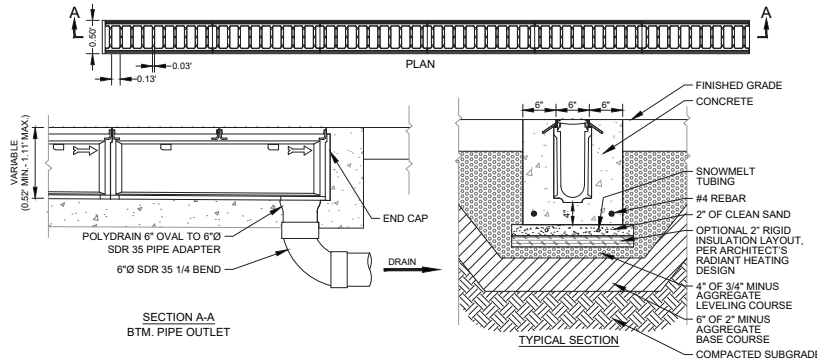


**5**  
C1.10 HEATED PAVER DETAIL  
N.T.S.



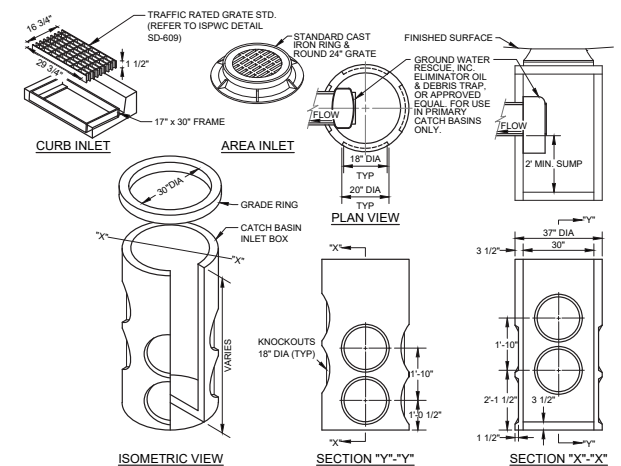
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  5. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET WISIDEWALK).

**6**  
C1.10 24" WIDE CONCRETE VALLEY GUTTER  
N.T.S.



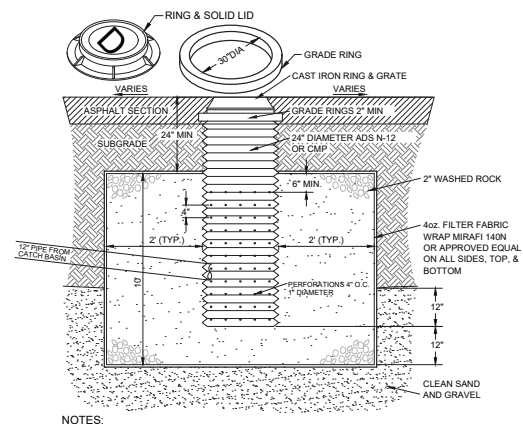
- NOTES:
1. LINE DRAIN IS SUITABLE FOR APPLICATIONS FOR CONTROLLING SPREAD IN GUTTER FLOW CONDITIONS OR TO INTERCEPT SHEET FLOW. TYPICAL APPLICATION IS AT THE STREET CURB OR BARRIER.
  2. THE FRAME AND GRATE IS SUITABLE FOR PEDESTRIAN AND BICYCLE TRAFFIC AND RATED FOR H-25 AND HS-25 LOADS.
  3. CONCRETE THICKNESS, TYPE, AND AMOUNT OF REINFORCEMENT TO BE SAME AS ADJACENT PAVEMENT OR GREATER. PERFORM STRUCTURAL ANALYSIS TO DETERMINE REQUIREMENTS FOR APPLICATION.
  4. TOP OF GRATE TO BE INSTALLED FLUSH TO 1/8 IN BELOW FINISHED GRADE. BEVEL CONCRETE TO TOP OF GRATE IF BELOW FLUSH.

**7**  
C1.10 TRENCH DRAIN DETAIL  
(ABT INTERCEPTOR LINE DRAIN OR APPROVED EQUAL)  
N.T.S.



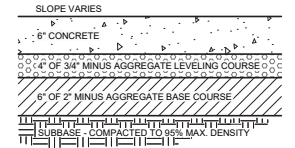
- CATCH BASIN INSTALLATION NOTES:
1. A PRIMARY CATCH BASIN IS DEFINED AS THE FIRST STORM STRUCTURE UPSTREAM OF A DRYWELL. A SATELLITE CATCH BASIN IS DEFINED AS THE STORM STRUCTURE UPSTREAM OF THE PRIMARY CATCH BASIN.
  2. THE OIL & DEBRIS TRAP SHALL BE INSTALLED ON THE OUTLET OF THE PRIMARY CATCH BASIN ONLY, NOT ON SATELLITE CATCH BASINS.
  3. PLACE A MINIMUM OF 4" OF COMPACTED BEDDING ON PREPARED SUBGRADE AS SPECIFIED IN ISPGW SECTION 305 - PIPE BEDDING. EXTEND BEDDING EITHER TO THE LIMITS OF THE EXCAVATION OR AT LEAST 12" OUTSIDE THE LIMITS OF THE BASE SECTION.
  4. FILL THE BALANCE OF THE EXCAVATED AREA WITH SELECT MATERIAL COMPACTED LEVEL TO THE TOP OF THE BEDDING.
  5. PROVIDE A SMOOTH AND LEVEL BEARING SURFACE ON THE BEDDING SURFACE.

**8**  
C1.10 30" DIAMETER CATCH BASIN  
N.T.S.



- NOTES:
1. THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL.
  2. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET.
  3. IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.
  4. GRATE OR SOLID LID AS APPROVED BY CITY OF KETCHUM.

**9**  
C1.10 DRYWELL DETAIL (6' Ø)  
N.T.S.



- NOTES:
1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
  2. CONTINUOUS PLACEMENT PREFERRED. SCORE AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING.
  3. 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS.
  4. MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPGW SPECIFICATIONS.

**10**  
C1.10 TYPICAL CONCRETE APRON SECTION  
N.T.S.

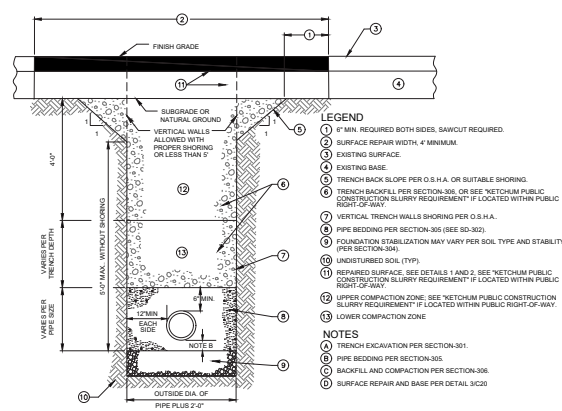
PRELIMINARY FOR DESIGN REVIEW ONLY

PROFESSIONAL ENGINEER REGISTERED 7986 02/16/23 STATE OF IDAHO DEFF C. LOOMIS

NOT FOR CONSTRUCTION

DESIGNED BY CT  
DRAWN BY JCL  
CHECKED BY

GALENA ENGINEERING, INC.  
Civil Engineers & Land Surveyors  
317 N. River Street  
Hayley, Idaho 83833  
(208) 786-1705  
email: galena@galena-engineering.com

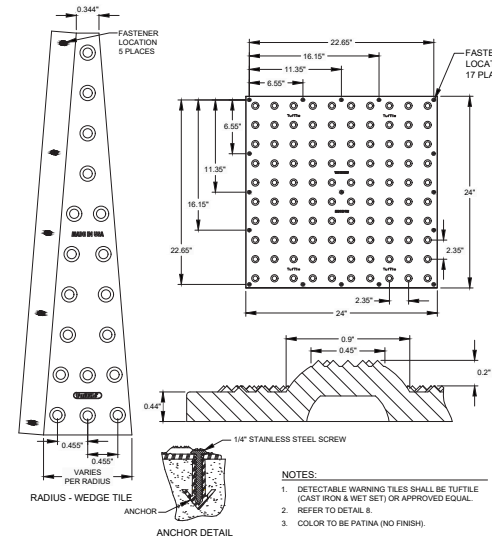


**KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT**  
 IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL, WITH THE FOLLOWING PROPORTIONS OF MATERIALS:

COARSE AGGREGATE (2" MINUS)	2,800 LBS
SAND	80 LBS
PORTLAND CEMENT	94 LBS
WATER	11 GAL (MAX.)

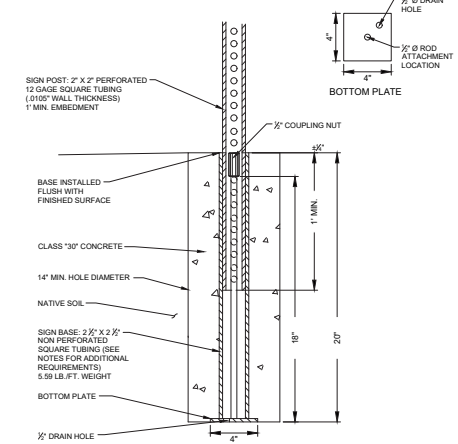
WATER CONTENT IS MAXIMUM AND MAY BE REDUCED DOWNWARD. CARES SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRAIN PRIOR TO CHANGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.  
 NO COMPACTION, VIBRATION OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE TROWEL OFF AT OR BELOW THE ELEVATION OF THE PLASTER SURFACING WITH A SQUARE EDGE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLASTER SURFACING IS PLACED TO COMPLETE THE TRENCH. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

**1 C1.11 TYPICAL TRENCH SECTION**  
N.T.S.



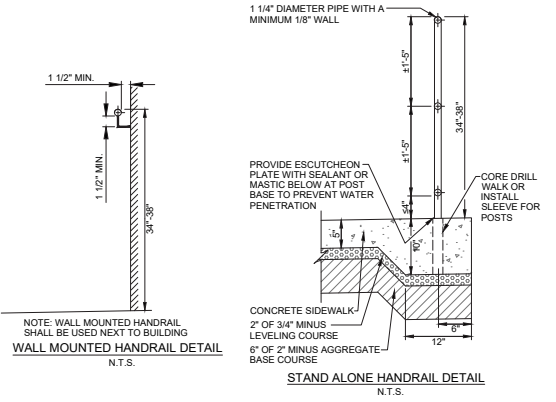
**NOTES:**  
 1. DETECTABLE WARNING TILES SHALL BE TUFFLE (CAST IRON & WET SET) OR APPROVED EQUAL.  
 2. REFER TO DETAIL 6.  
 3. COLOR TO BE PATINA (NO FINISH).

**2 C1.11 DETECTABLE WARNING PLATE**  
N.T.S.



**NOTES:**  
 1. BASES SHALL BE INSTALLED TO BE FLUSH WITH SURFACE.  
 2. ALL INSTALLATIONS SHALL HAVE 14" Ø MINIMUM FOUNDATION OR GROUTED INTO SOLID ROCK.  
 3. ALL STREET SIGNS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE MUTCD.  
 4. SIGN PLACEMENT SHALL BE APPROVED BY THE CITY OF KETCHUM.  
 5. CITY TO PROVIDE BASES.

**3 C1.11 TYPICAL SIGN BASE**  
N.T.S.

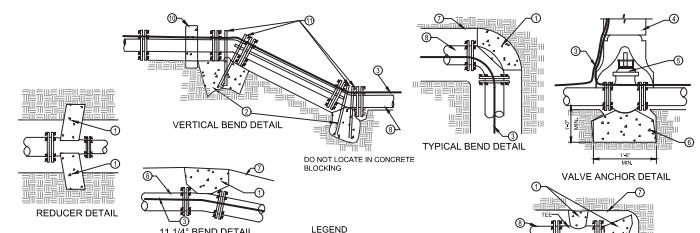


**NOTE: WALL MOUNTED HANDRAIL SHALL BE USED NEXT TO BUILDING**  
**WALL MOUNTED HANDRAIL DETAIL**  
N.T.S.

**NOTE: STAND ALONE HANDRAIL DETAIL**  
N.T.S.

**NOTE:**  
 1. HANDRAIL SHALL BE PAINTED. PAINT SPECIFICATIONS PER OWNER.  
 2. CLEAR WIDTH: THE CLEAR WIDTH OF A RAMP RUN AND, WHERE HANDRAILS ARE PROVIDED, THE CLEAR WIDTH BETWEEN HANDRAILS SHALL BE 36 INCHES MINIMUM PER ADA REQUIREMENTS (405.5)

**4 C1.11 TYPICAL HANDRAIL DETAIL**  
N.T.S.

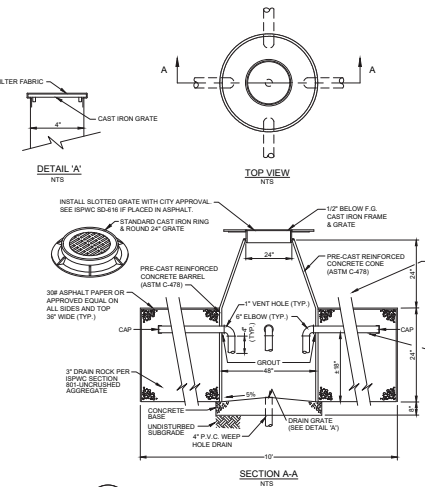


**TABLE 1**  
 THRUST AREA FOR HORIZONTAL BENDS\*\*

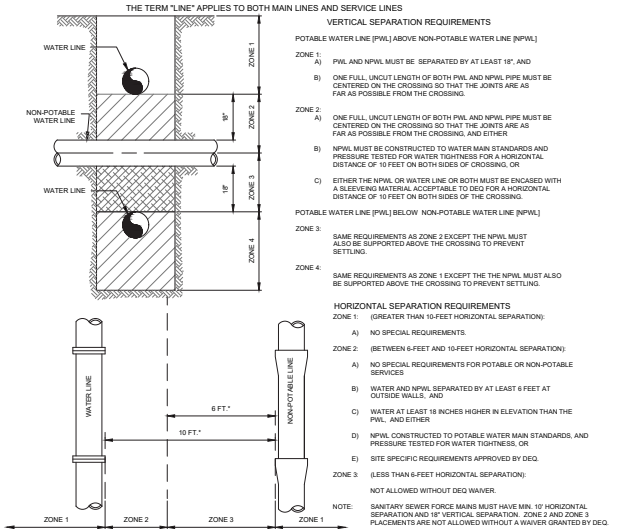
PIPE SIZE	TEE, PLUG OR VALVE	90° BEND	45° BENDS OR REDUCER
2"	0.6	1.1	0.6
4"	1.4	2.0	0.8
6"	3.2	4.5	1.9
8"	5.7	8.0	3.2
10"	8.9	12.2	4.8
12"	12.7	18.0	6.9
14"	17.9	24.5	10.3
16"	22.6	32.2	13.3
18"	28.6	40.5	17.9

**LEGEND:**  
 1. FOR HORIZONTAL PIPE BENDS BEARING THRUST BLOCKS MUST PROVIDE 2500 PSI CONCRETE POURED AGAINST UNDISTURBED EARTH PER TABLE 1.  
 2. FOR VERTICAL PIPE BENDS, GRAVITY THRUST BLOCKS MUST PROVIDE A VOLUME OF CONCRETE POURED AGAINST UNDISTURBED EARTH WHICH IS SIZED FOR EXPECTED FORCES WITH A MINIMUM 1.5 FACTOR OF SAFETY.  
 3. NO. 12 COPPER FINDER WIRE, SEE SD-14 FOR SPACING.  
 4. C.I. VALVE BOX WITH COVER.  
 5. C.I. GATE VALVE (M.I.).  
 6. PRECAST BLOCK FOR CUT IN TEE AND VALVE OR CAST IN PLACE WITH 2-1/2" Ø MIN REBAR.  
 7. TRENCH SIDE.  
 8. PIPE.  
 9. PLUG.  
 10. HAMMERHEAD THRUST BLOCKING.  
 11. ANCHOR BARS (12" Ø MIN)

**5 C1.11 THRUST BLOCK AND ANCHOR DETAILS**  
N.T.S.



**6 C1.11 MANHOLE STYLE DRYWELL DETAIL**  
N.T.S.



**7 C1.11 POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION**  
N.T.S.

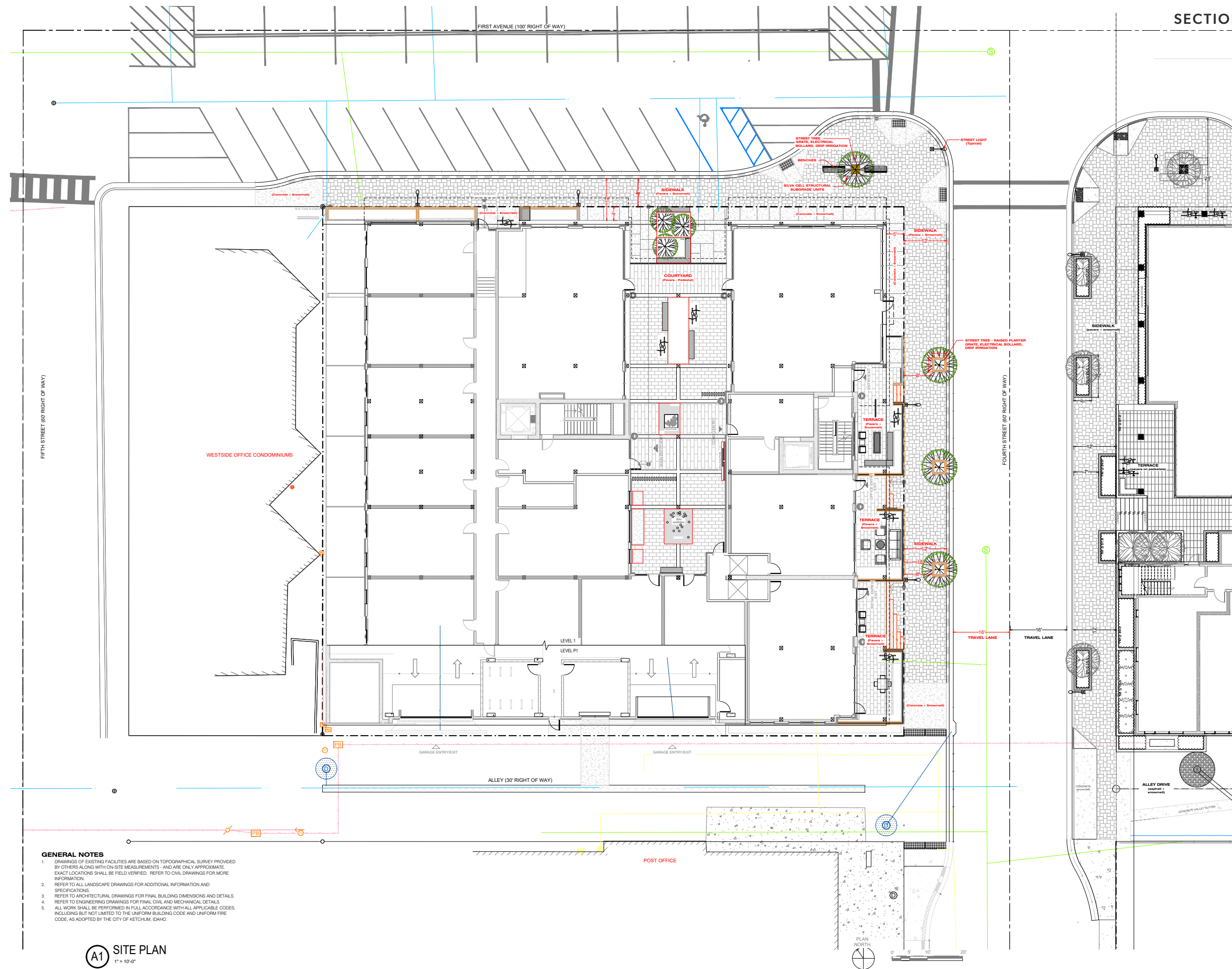
**PRELIMINARY FOR DESIGN REVIEW ONLY**

REGISTERED PROFESSIONAL ENGINEER  
 No. 7986  
 DATE OF ID# 02/16/23  
 JEFF C. LOMAS

**NOT FOR CONSTRUCTION**

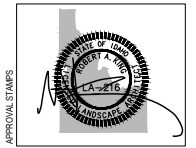
DESIGNED BY: CT  
 DRAWN BY: JCL  
 CHECKED BY:

**GALENA ENGINEERING, INC.**  
 Civil Engineers & Land Surveyors  
 317 N. River Street  
 Halley, Idaho 83433  
 (208) 766-1705  
 email: galena@galena-engineering.com



- GENERAL NOTES**
1. DRAWINGS OF EXISTING FACILITIES ARE BASED ON TOPOGRAPHICAL SURVEY PROVIDED BY OTHERS ALONG WITH ON-SITE MEASUREMENTS - AND ARE ONLY APPROXIMATE. EXACT LOCATIONS SHALL BE FIELD VERIFIED. REFER TO CIVIL DRAWINGS FOR MORE INFORMATION.
  2. REFER TO ALL LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION AND SPECIFICATIONS.
  3. REFER TO ARCHITECTURAL DRAWINGS FOR FINAL BUILDING DIMENSIONS AND DETAILS.
  4. REFER TO ENGINEERING DRAWINGS FOR FINAL CIVIL AND MECHANICAL DETAILS.
  5. ALL WORK SHALL BE PERFORMED IN FULL ACCORDANCE WITH ALL APPLICABLE CODES, INCLUDING BUT NOT LIMITED TO THE UNIFORM BUILDING CODE AND UNIFORM FIRE CODE, AS ADOPTED BY THE CITY OF KETCHUM, IDAHO.

**(A1) SITE PLAN**  
1" = 10'-0"



**GRADING + DRAINAGE LEGEND**

	PROPOSED CONTOURS
	FFE 00.00 FINISH FLOOR ELEVATION
	GSE 00.00 GARAGE SLAB ELEVATION
	+00.00 SPOT ELEVATION - FINISH GRADE
	TW 00.00 TOP OF WALL ELEVATION
	BW 00.00 BOTTOM OF WALL ELEVATION
	PERCENTAGE OF SLOPE
	DIRECTION OF DRAINAGE

\*Refer to Civil Plans and Specifications for additional information and details.

**HARDSCAPES LEGEND**

	CONCRETE PLANTERS/CURBS Architectural Concrete - Board Form
	STEEL PLANTERS Blackened Steel Patina - Dimensions Vary
	SCULPTURE/ZEN GARDENS Blackened Steel Patina - Dimensions Vary Decorative Gravel
	TERRACE PAVERS Stepstone Large Scale Calac - Gray 12x24, 12x36, 12x48 Alternating Running Bond Pedestal Set
	SIDEWALK PAVERS - 4TH Street and 1st Ave Per City Standards Belgard Catalina Grana - Victorian Sand Set
	CONCRETE PAVING AND STAIRS
	ALLEY DRIVE Asphalt + Concrete Pads Refer to Civil for Additional Information and Details.

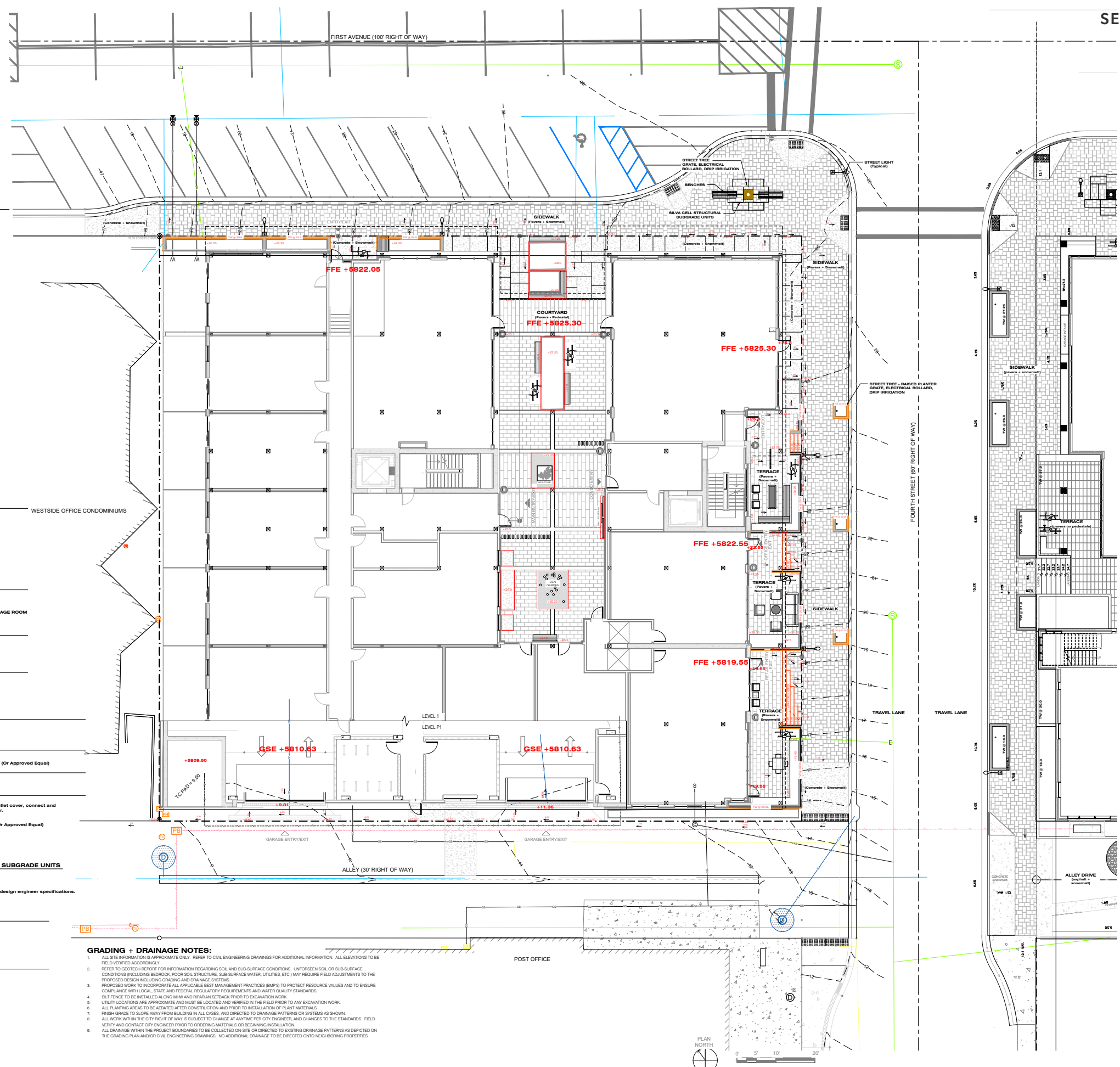
\*All Paving Surfaces to be Snowmelted, Except Interior Courtyard.

**AMENITIES**

	BENCHES Thermy Wood or similar
	WOOD SLAT SCREENS To Match Architectural Wood Elements
	7' BIKE RACKS Forms and Surfaces - Capitol BKAP Dark Bronze Powdercoat Finish 9' x 4' x 34" tall *ADDITIONAL BIKE RACKS PROVIDED IN BIKE STORAGE ROOM
	7 LITTER AND RECYCLING RECEPTACLE Forms and Surfaces - Cordia Finish - To Be Determined
	7 SITE FURNITURE To Be Determined

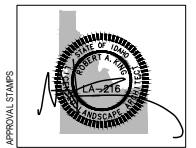
**R.O.W LEGEND**

	4 STREET TREES 1 STREET TREE GRATE Per City Standard - Tree Well Detail 1: NEENAH R-8704, 30"x30", with 12" diameter opening (Or Approved Equal)
	3 STREET TREE - RAISED PLANTER Architectural Concrete - Board Form 4' x 4', 6" max. height on uphill slope side, 8" Clearance to Property Line
	4 ELECTRICAL BOLLARDS Provided by City - Applicant to provide outlet and outlet cover, connect and provide conduits, wiring and tie to city lighting meter. DRIP IRRIGATION Separate zone with Hunter/Rainwise Smart Clock (Or Approved Equal)
	8" DEEPROOT - SILVA CELL STRUCTURAL SUBGRADE UNITS SILVA CELLS Per City Standard - Tree Well Detail 2: 2X Units: 24" x 48" x 30" 8 Units Per Street Tree *NOTE: Final Spacing and Layout per manufacturer design engineer specifications.
	5 STREET LIGHT Per City Standard - Street Light: GE Evolve LED MH Lighting
	2 BENCH Per City Standard - TBD





- GRADING + DRAINAGE NOTES:**
1. ALL SITE INFORMATION IS APPROXIMATE ONLY. REFER TO CIVIL ENGINEERING DRAWINGS FOR ADDITIONAL INFORMATION. ALL ELEVATIONS TO BE FIELD VERIFIED ACCORDINGLY.
  2. REFER TO GEOTECH REPORT FOR INFORMATION REGARDING SOIL AND SUB-SURFACE CONDITIONS. UNIFORM SOIL OR SUB-SURFACE CONDITIONS (INCLUDING BEDROCK, POOR SOIL, STRUCTURE, SUB-SURFACE WATER, UTILITIES, ETC.) MAY REQUIRE FIELD ADJUSTMENTS TO THE PROPOSED DESIGN INCLUDING GRADING AND DRAINAGE SYSTEMS.
  3. PROPOSED WORK TO INCORPORATE ALL APPLICABLE BEST MANAGEMENT PRACTICES (BMPs) TO PROTECT RESOURCE VALUES AND TO ENSURE COMPLIANCE WITH LOCAL, STATE AND FEDERAL REGULATORY REQUIREMENTS AND WATER QUALITY STANDARDS.
  4. SILT FENCE TO BE INSTALLED ALONG MHW AND RPPARAN SETBACK PRIOR TO EXCAVATION WORK.
  5. UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE LOCATED AND VERIFIED IN THE FIELD PRIOR TO ANY EXCAVATION WORK.
  6. ALL PLANTING AREAS TO BE AERATED AFTER CONSTRUCTION AND PRIOR TO INSTALLATION OF PLANT MATERIALS.
  7. FINISH GRADE TO SLOPE AWAY FROM BUILDING IN ALL CASES, AND DIRECTED TO DRAINAGE PATTERNS OR SYSTEMS AS SHOWN.
  8. ALL WORK WITHIN THE CITY RIGHT OF WAY IS SUBJECT TO CHANGE AT ANYTIME PER CITY ENGINEER AND CHANGES TO THE STANDARDS. FIELD VERIFY AND CONTACT CITY ENGINEER PRIOR TO ORDERING MATERIALS OR BEGINNING INSTALLATION.
  9. ALL DRAINAGE WITHIN THE PROJECT BOUNDARIES TO BE COLLECTED ON-SITE OR DIRECTED TO EXISTING DRAINAGE PATTERNS AS SHOWN ON THE GRADING PLAN AND/OR CIVIL ENGINEERING DRAWINGS. NO ADDITIONAL DRAINAGE TO BE DIRECTED ONTO NEIGHBORING PROPERTIES.




**A1 GRADING PLAN**  
1" = 10'-0"





**PLANTING LEGEND**

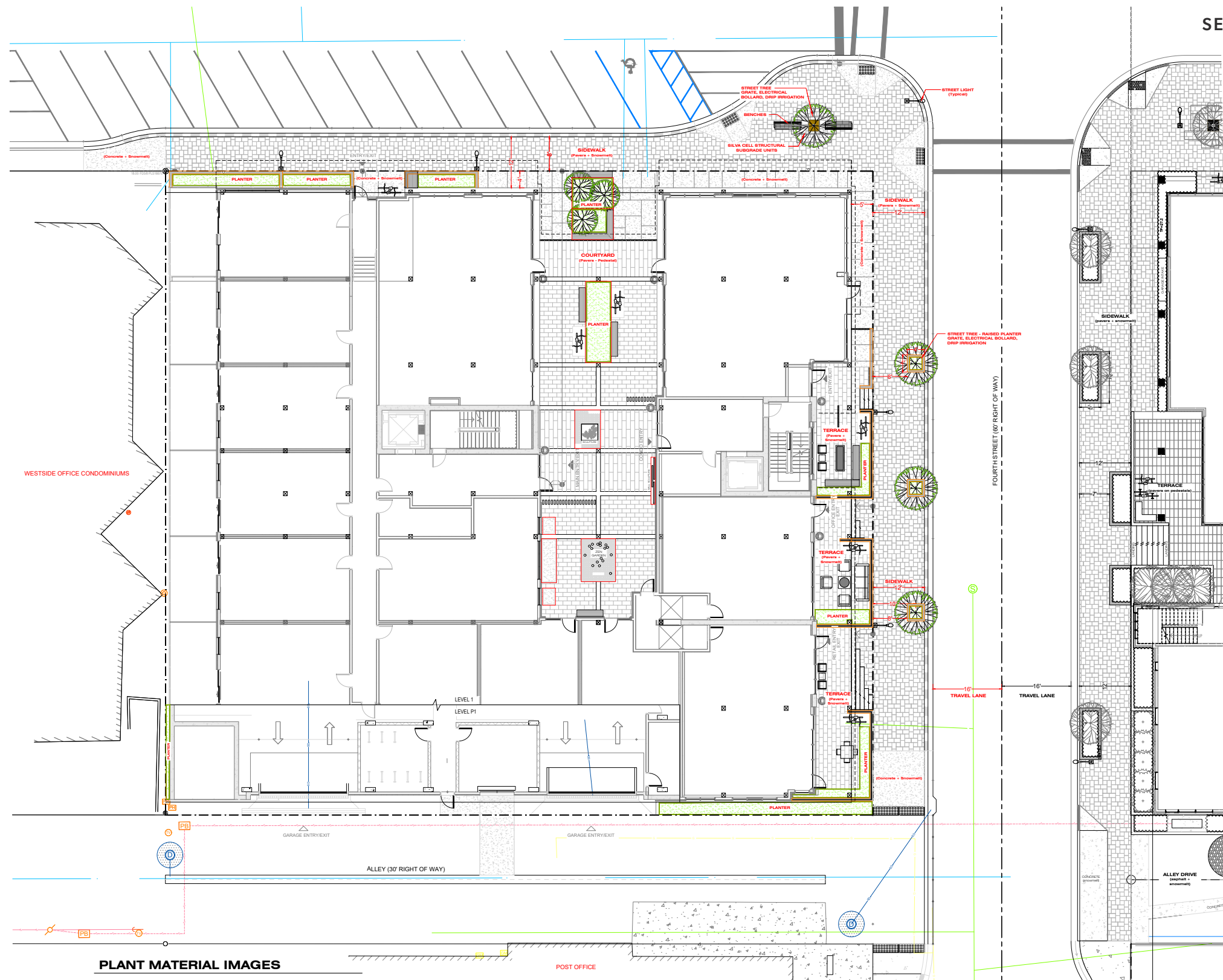
- 
**3 SPECIMEN TREES**  
 4" cal.  
 RED ROCKET MAPLE, *Acer rubrum* 'Red Rocket'
  
- 
**600 of PLANTING BEDS**  
 325 @ 1 gal.  
**Perennials and Ornamental Grasses:**  
 Agastache - Hummingbird Mint  
 Achillea - Yarrow  
 Geum - Avena  
 Nepeta - Catmint  
 Penstemon - Beardtongues  
 Salvia - Culinary Sage  
 Sedum - Stonecrop  
 Veronica - Speedwell  
 Virginia Creeper - Woodbine  
 Autumn Moor Grass  
 Blue Grama  
 Juncus  
 Side Oats Grama  
 Switchgrass

**PLANTER LEGEND**

- 
**CONCRETE PLANTERS**
  
- 
**STEEL PLANTERS**
  
- 
**SCULPTURE/ZEN GARDENS**  
 Decorative Gravel

**R.O.W PLANTING LEGEND**

- 
**4 STREET TREES**  
 4" cal.  
 ARMSTRONG MAPLE, *Acer rubrum* Armstrong
  
- 
**3 RAISED PLANTERS**  
 30 @ 1 gal.  
 Autumn Moor Grass, *Sesleria autumnalis*



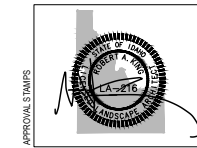
**PLANT MATERIAL IMAGES**

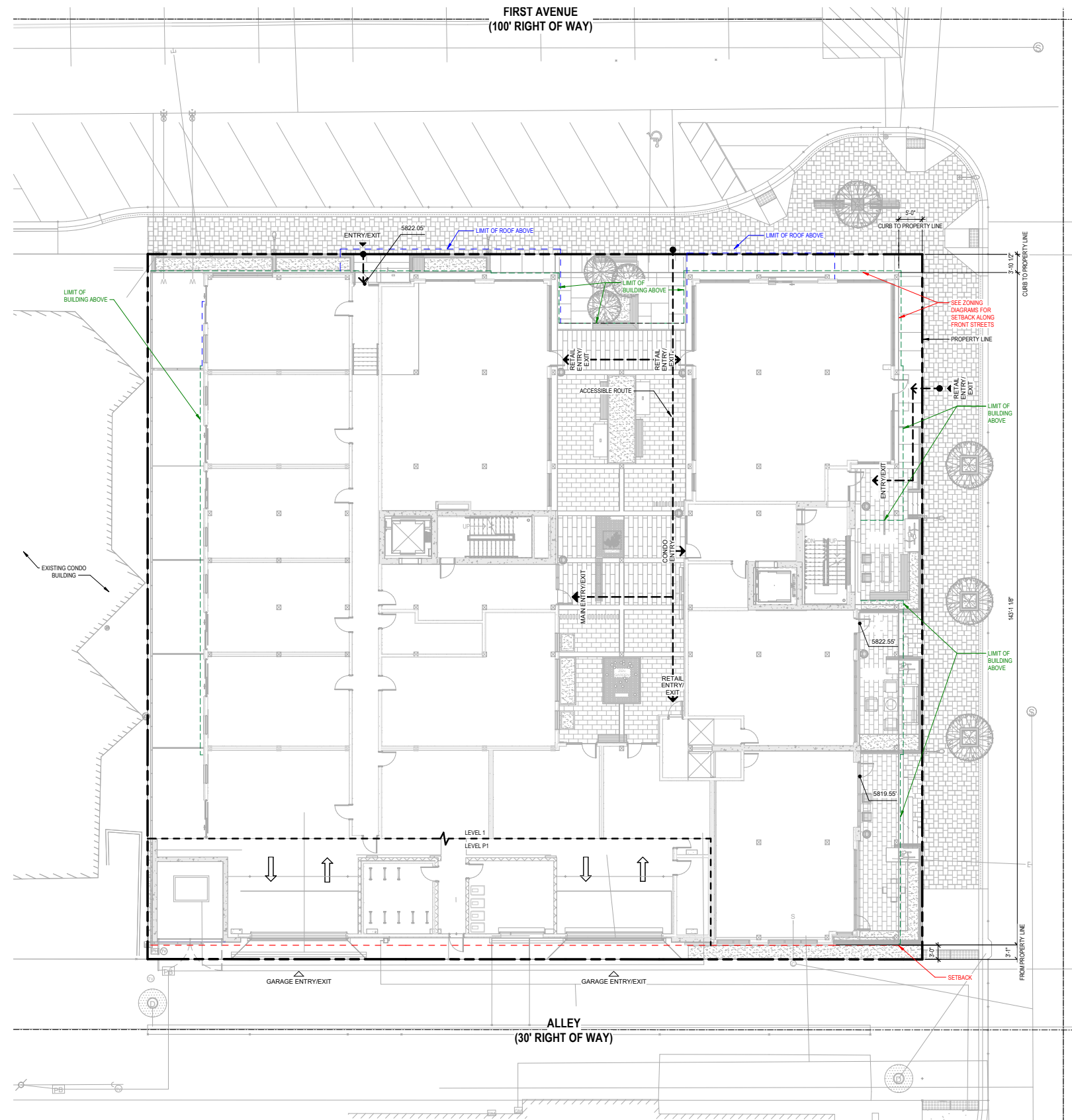
**LANDSCAPE + PLANTING NOTES**

1. LOCATIONS OF PROPOSED PLANT MATERIALS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO INSTALLATION.
2. UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE LOCATED AND VERIFIED IN THE FIELD PRIOR TO ANY EXCAVATION WORK INCLUDING INSTALLATION OF PLANT MATERIALS.
3. ALL PLANTING AREAS TO BE AERATED AFTER CONSTRUCTION AND PRIOR TO INSTALLATION OF PLANT MATERIALS.
4. ALL PLANT MATERIALS TO COMPLY WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
5. ALL EXISTING PLANTS THAT ARE IDENTIFIED TO REMAIN SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITIES AS NECESSARY TO PROTECT AGAINST COMPACTION OF ROOT ZONES, SOIL CONTAMINANTS, AND INJURY TO BRANCHES.
6. REFER TO IRRIGATION PERFORMANCE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
7. REFER TO CITY STANDARDS FOR ALL PLANTING AND IRRIGATION SPECS FOR IMPROVEMENTS WITHIN THE R.O.W.



**A1 LANDSCAPE PLAN**  
1" = 10'-0"

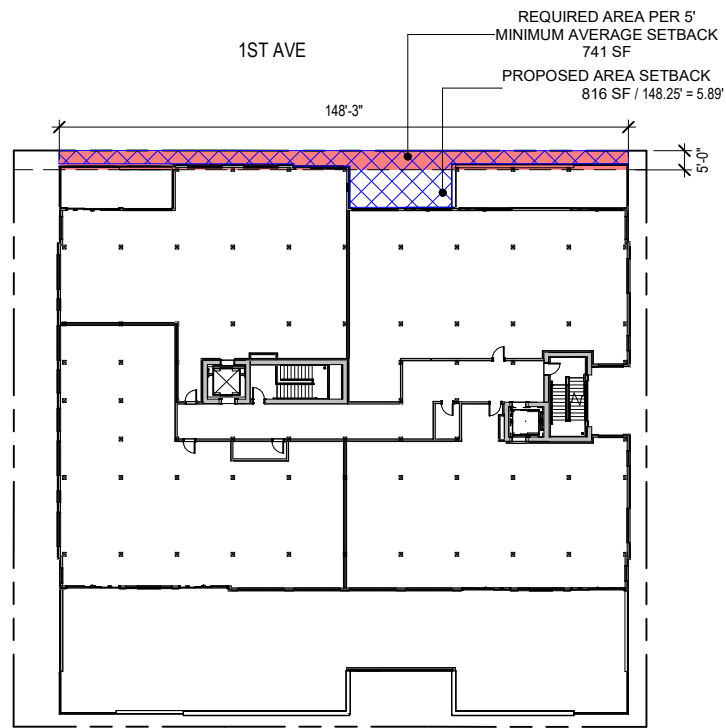




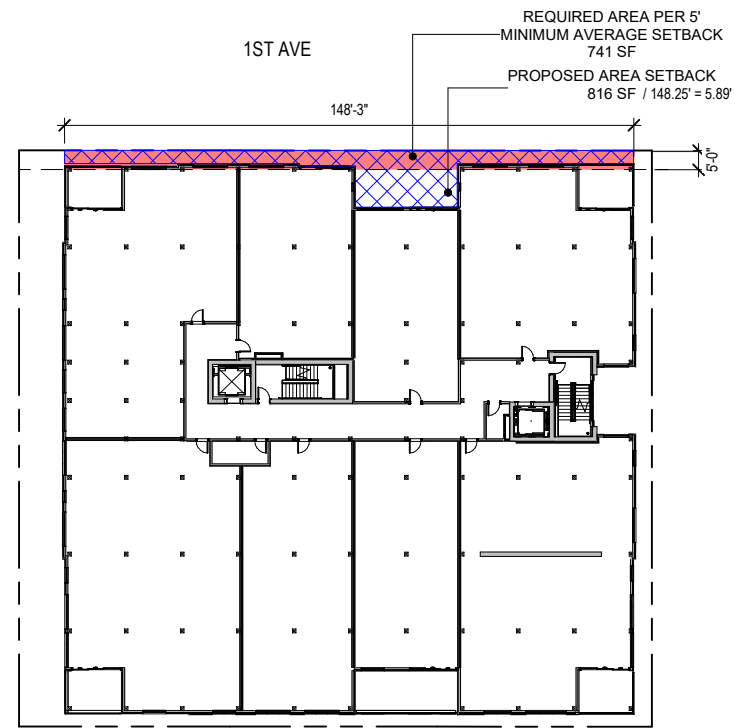
SITE PLAN

**SETBACK:** THE MINIMUM HORIZONTAL DISTANCE BETWEEN A SPECIFIED LOT LINE (FRONT, SIDE, REAR), MEASURED ALONG A STRAIGHT LINE AND AT A RIGHT ANGLE TO SUCH LOT LINE, AND THE NEAREST POINT OF AN ABOVE GRADE OR BELOW GRADE BUILDING OR STRUCTURE; BELOW GRADE STRUCTURES MAY ENCROACH INTO REQUIRED SETBACKS SUBJECT TO SUBSECTION 17.128.020.K OF THIS TITLE.

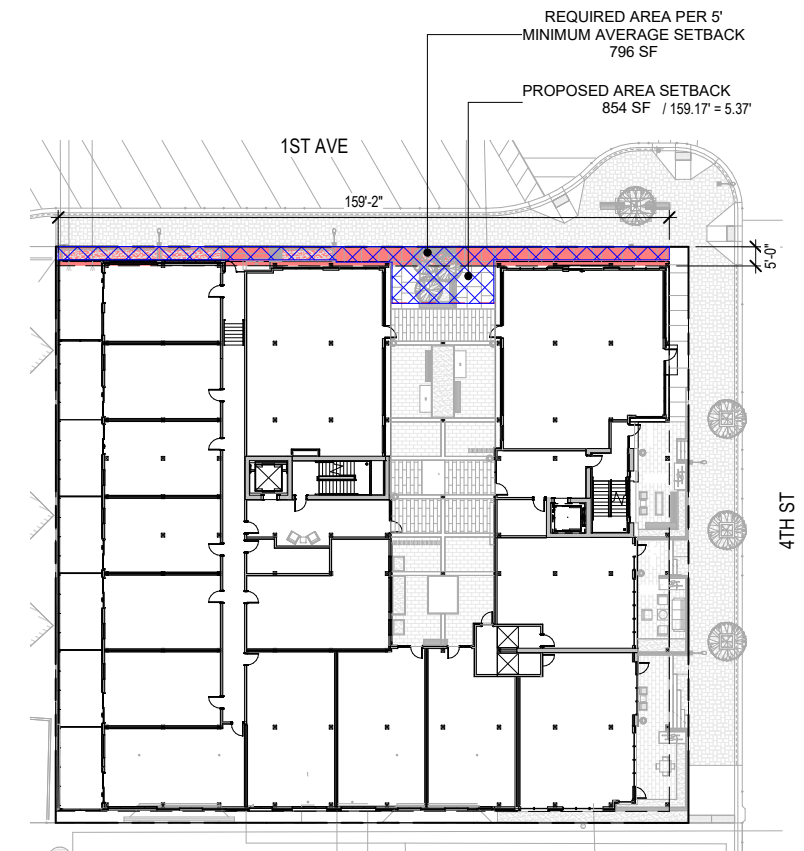
**SETBACK ZONE:** THE AREA OF A LOT THAT MUST REMAIN OPEN AND CANNOT BE BUILT OVER WITH A STRUCTURE.



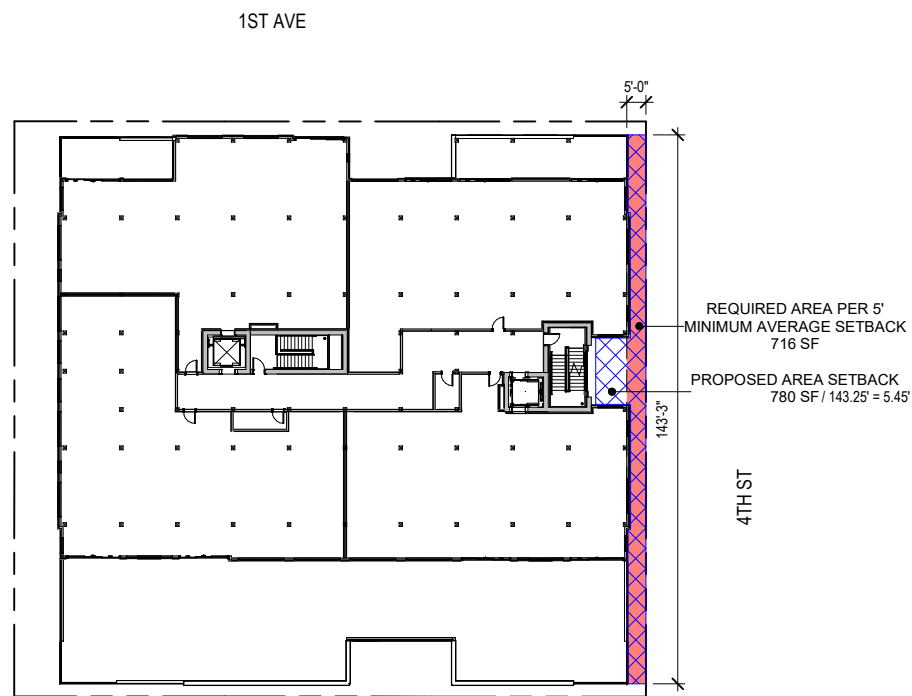
ZONING DIAGRAM- 1ST AVE AVG SETBACK- L3  
SCALE: 1" = 50'-0"



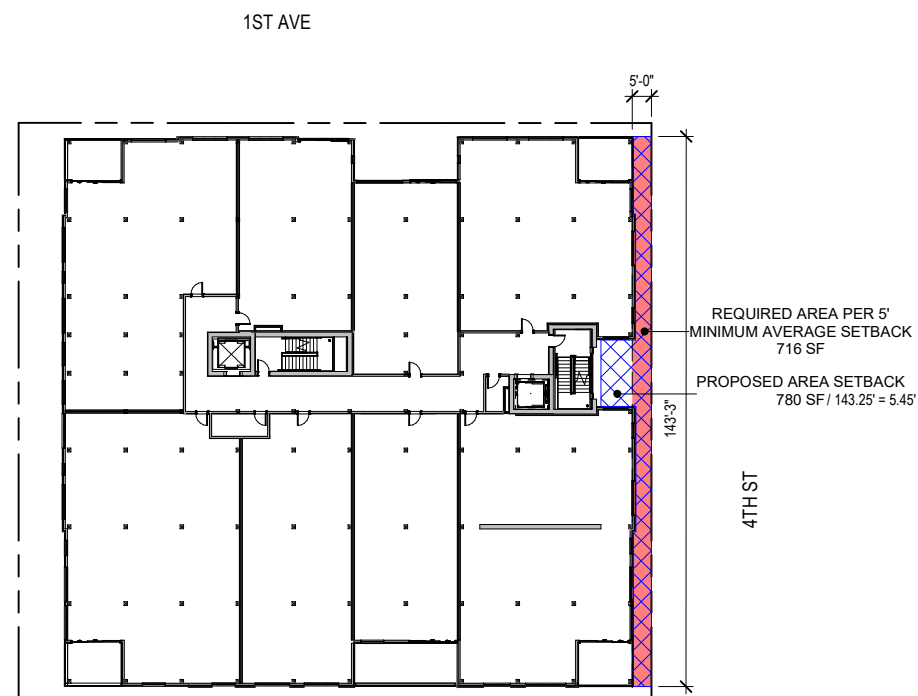
ZONING DIAGRAM- 1ST AVE AVG SETBACK- L2  
SCALE: 1" = 50'-0"



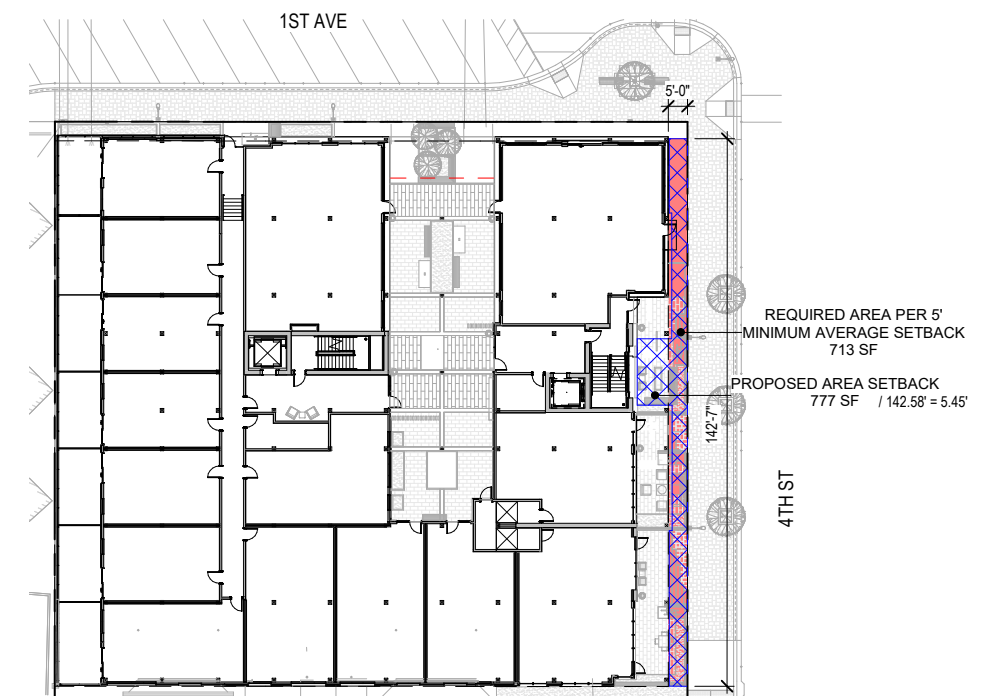
ZONING DIAGRAM- 1ST AVE AVG SETBACK- L1  
SCALE: 1" = 50'-0"



ZONING DIAGRAM- 4TH ST AVG SETBACK- L3  
SCALE: 1" = 50'-0"

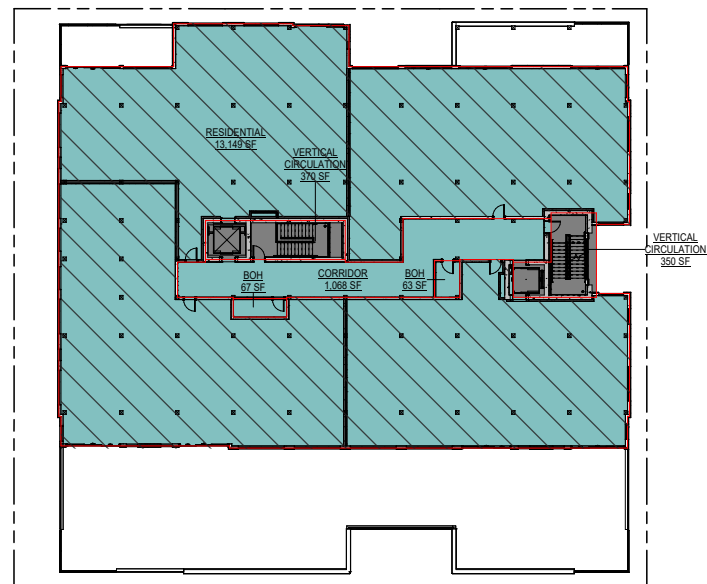


ZONING DIAGRAM- 4TH ST AVG SETBACK- L2  
SCALE: 1" = 50'-0"

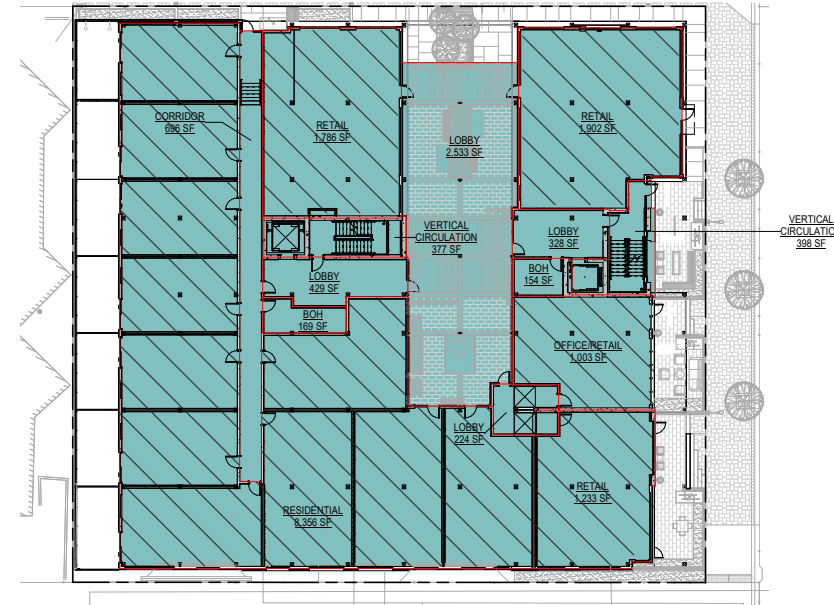


ZONING DIAGRAM- 4TH ST AVG SETBACK- L1  
SCALE: 1" = 50'-0"

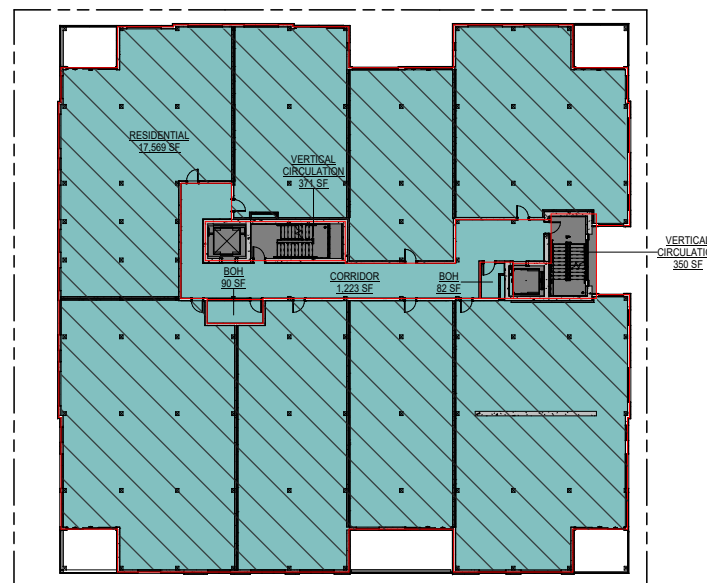




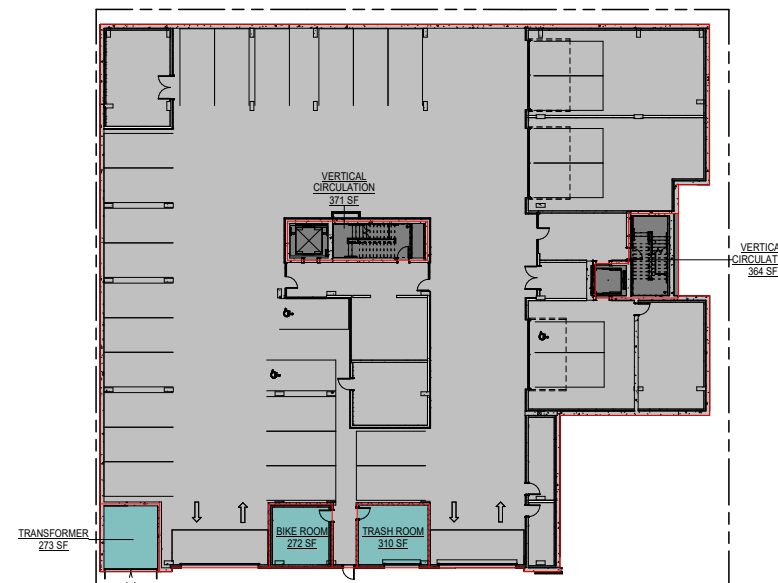
LEVEL 3  
SCALE: 1" = 50'-0"



LEVEL 1  
SCALE: 1" = 50'-0"



LEVEL 2  
SCALE: 1" = 50'-0"



LEVEL P1  
SCALE: 1" = 50'-0"

FLOOR AREA LEGEND

- FAR EXEMPT
- FAR EXEMPT SHAFT
- FAR INCLUDED (GROSS FLOOR AREA)
- NET FLOOR AREA

**FLOOR AREA, GROSS (KETCHUM ZONING ORDINANCE)**

The sum of the horizontal area of the building measured along the outside walls of each floor of a building or portion of a building, including stair towers and elevators on the ground floor only, [...], but not including basements, UNDERGROUND PARKING AREAS or open unenclosed decks.

**FLOOR AREA, NET (KETCHUM ZONING ORDINANCE)**

The sum of the horizontal areas of all floors in a building including basements but not including open unenclosed decks, interior or exterior circulation, mechanical equipment rooms, parking areas, common areas, public bathrooms or storage areas in basements.

**FLOOR AREA RATIO (FAR) (KETCHUM ZONING ORDINANCE)**

(GROSS) FLOOR AREA OR (NET) FLOOR AREA / LOT AREA = FAR

GROSS FAR CALCULATED TO:

- Exterior Face of Framing
- Corridor Face of Framing
- Centerline of Demising Wall

**GROSS FLOOR AREA**

*PARKING VARIANCE INCLUDED*

Level 3:	14,347 SF
Level 2:	18,964 SF
Level 1:	19,589 SF
Level P1:	855 SF
<b>TOTAL:</b>	<b>53,756 SF</b>

**GROSS FLOOR AREA**

*PARKING VARIANCE EXCLUDED*

Level 3:	14,347 SF
Level 2:	18,964 SF
Level 1:	19,589 SF
Level P1:	19,975 SF
<b>TOTAL:</b>	<b>72,875 SF</b>

**NET FLOOR AREA**

Level 3:	13,149 SF
Level 2:	17,569 SF
Level 1:	14,281 SF
Level P1:	N/A
<b>TOTAL:</b>	<b>44,999 SF</b>

**FAR CALCULATION**

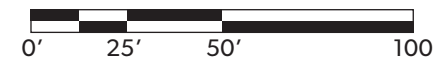
*PARKING VARIANCE INCLUDED*

Site Area:	24,723 SF
Gross Floor Area:	53,756 SF
FAR	2.17

**FAR CALCULATION**

*PARKING VARIANCE EXCLUDED*

Site Area:	24,723 SF
Gross Floor Area:	72,875 SF
FAR	2.95



**NET FLOOR AREA**

	AREA	PERCENT	UNITS	PERCENT
Retail	5,929 SF	13.2%	4	14.8%
Residential	39,075 SF			
L1 Workforce (Deed-Restricted Community Housing)	5,012 SF	11.2%	7	25.9%
L1 Market Rate	3,334 SF	7.4%	4	14.8%
L2 Market Rate	17,570 SF	39.0%	8	29.6%
L3 Market Rate	13,149 SF	29.2%	4	14.8%
<b>TOTAL:</b>	<b>45,004 Net SF</b>	<b>100%</b>	<b>27</b>	<b>100%</b>

**UNIT BREAKDOWN**

	UNITS	PERCENT	AVG SF
L1 WORKFORCE (DEED RESTRICTED COMMUNITY HOUSING)			
1 Bed	6	26.1%	683 SF
2 Bed	1	4.3%	914 SF
Total Workforce (Deed Restricted Community Housing):	7		
MARKET RATE			
1 Bed	8	34.8%	1,248 SF
2 Bed	1	4.3%	2,144 SF
3 Bed	6	26.1%	3,030 SF
4 Bed	1	4.3%	3,751 SF
Total Market Rate:	16		
Total Units:	23	100%	

**ADDITIONAL BUILDING METRICS**

**BUILDING CONSTRUCTION**

Level P1	Type 1A
Level 1-Level 3	Type VA

**OCCUPANCY**

Residential	R-2
Office and Retail	M
Parking Garage, Service, and Storage Rooms	S-2

**NUMBER OF UNITS**

L1 Workforce (Deed-Restricted Community Housing)	7 units
Market Rate	16 units
<b>Total</b>	<b>23 units</b>

**PARKING STALLS**

On Site	29 stalls*
Street Parking	11 stalls
<b>Total</b>	<b>40 stalls</b>

\*Required 23 stalls (22 residential + 1 commercial)

COMMERCIAL AREA CALCULATION		
NAME	GROSS AREA	
RETAIL	1,902 SF	
OFFICE/RETAIL	1,008 SF	
RETAIL	1,786 SF	
RETAIL	1,233 SF	
TOTAL:	5,929 SF	

UNITS BY LEVEL		
UNIT NO.	NAME	NET RENTABLE SF

LEVEL 1		
U101	1 BED	648 SF
U102	1 BED - WORKFORCE *	625 SF
U103	1 BED - WORKFORCE *	625 SF
U104	1 BED - WORKFORCE *	625 SF
U105	1 BED - WORKFORCE *	625 SF
U106	2 BED - WORKFORCE *	914 SF
U107	1 BED - WORKFORCE *	624 SF
U108	1 BED	801 SF
U109	1 BED - WORKFORCE *	976 SF
U110	1 BED	979 SF
U111	1 BED	916 SF
LEVEL 1: 11		8,356 SF

LEVEL 2		
U201	3 BED PLUS	2,644 SF
U202	3 BED PLUS	3,056 SF
U203	1 BED PLUS	1,534 SF
U204	1 BED PLUS	2,035 SF
U205	1 BED PLUS	1,417 SF
U206	1 BED PLUS	1,657 SF
U207	2 BED PLUS	2,144 SF
U208	3 BED PLUS	3,083 SF
LEVEL 2: 8		17,570 SF

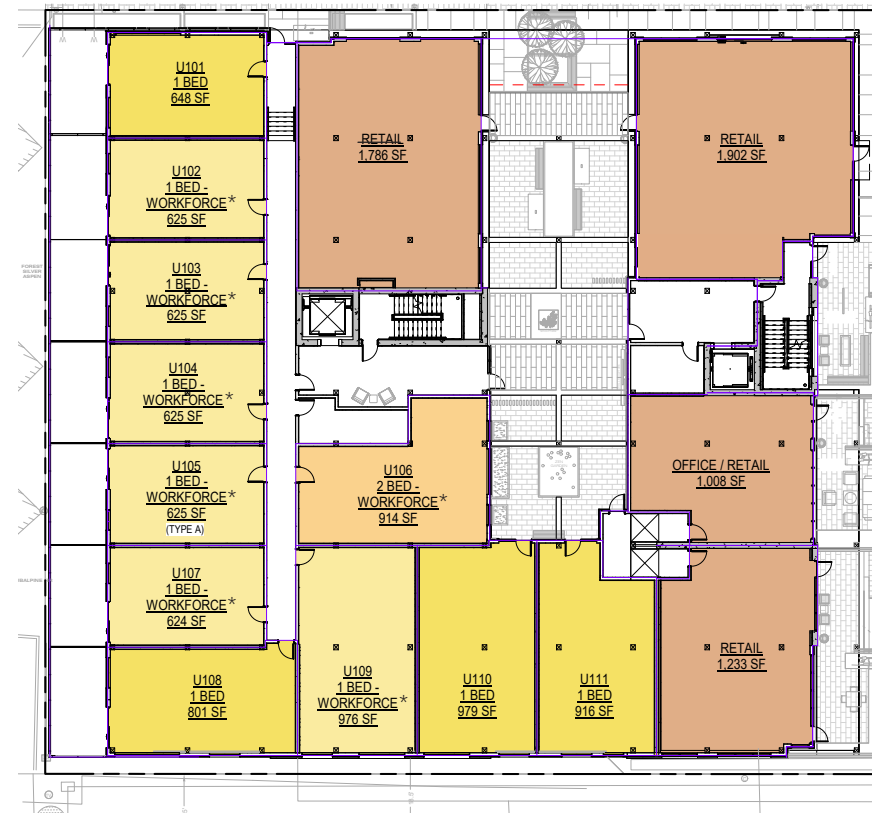
LEVEL 3		
U301	3 BED PLUS	3,292 SF
U302	4 BED PLUS	3,751 SF
U303	3 BED PLUS	3,060 SF
U304	3 BED PLUS	3,047 SF
LEVEL 3: 4		13,149 SF
TOTAL UNITS: 23		39,075 SF

UNITS BY LEVEL FOR PARKING CALCULATION*	
NET INTERIOR SF	PARKING REQUIRED

LEVEL 1	
593 SF	0
575 SF	0
572 SF	0
573 SF	0
572 SF	0
836 SF	0
575 SF	0
731 SF	0
910 SF	0
916 SF	1
845 SF	1
LEVEL 1: 11	2

LEVEL 2	
2,495 SF	2
2,920 SF	2
1,423 SF	1
1,929 SF	1
1,325 SF	1
1,567 SF	1
2,020 SF	2
2,892 SF	2
LEVEL 2: 8	12

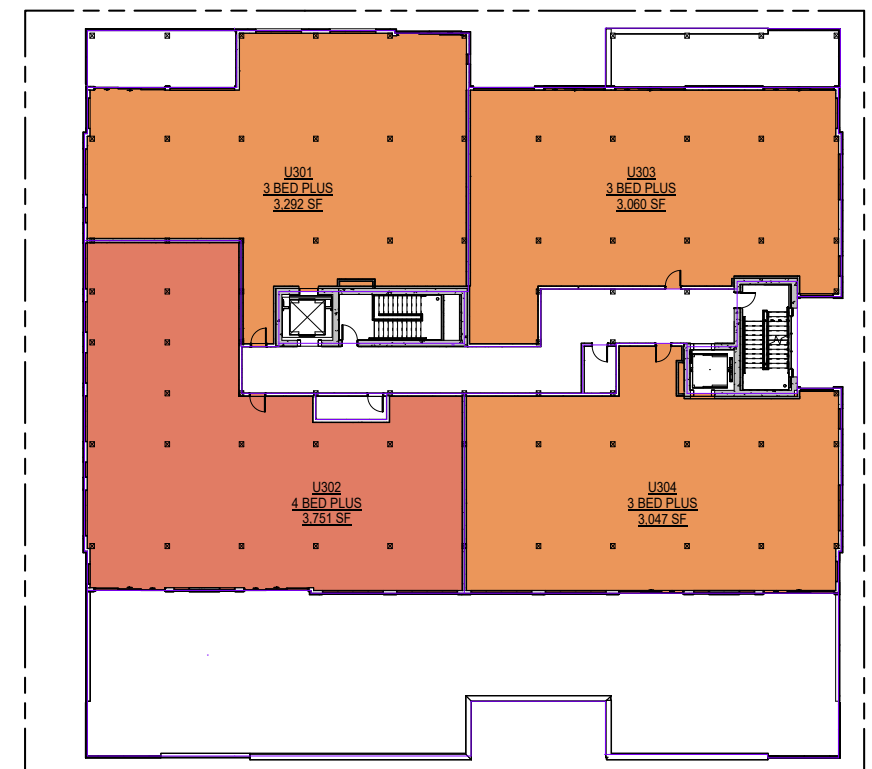
LEVEL 3	
3,096 SF	2
3,541 SF	2
2,880 SF	2
2,854 SF	2
LEVEL 3: 4	8
TOTAL UNITS: 23	22**



LEVEL 1  
NOT TO SCALE



LEVEL 2  
NOT TO SCALE



LEVEL 3  
NOT TO SCALE

NOTE:  
UNIT MIX AREA CALCULATED BY:  
EXTERIOR FACE OF FRAMING  
CORRIDOR FACE OF FRAMING  
CENTERLINE OF DEMISING WALL  
REFERENCE SHEET G-010 FOR AREA SUMMARIES

- 1 BED - WORKFORCE\*
- 1 BED
- 1 BED PLUS
- 2 BED - WORKFORCE\*
- 2 BED PLUS
- 3 BED PLUS
- 4 BED PLUS
- COMMERCIAL/RETAIL

Note:  
Workforce\* = Deed-Restricted Community Housing



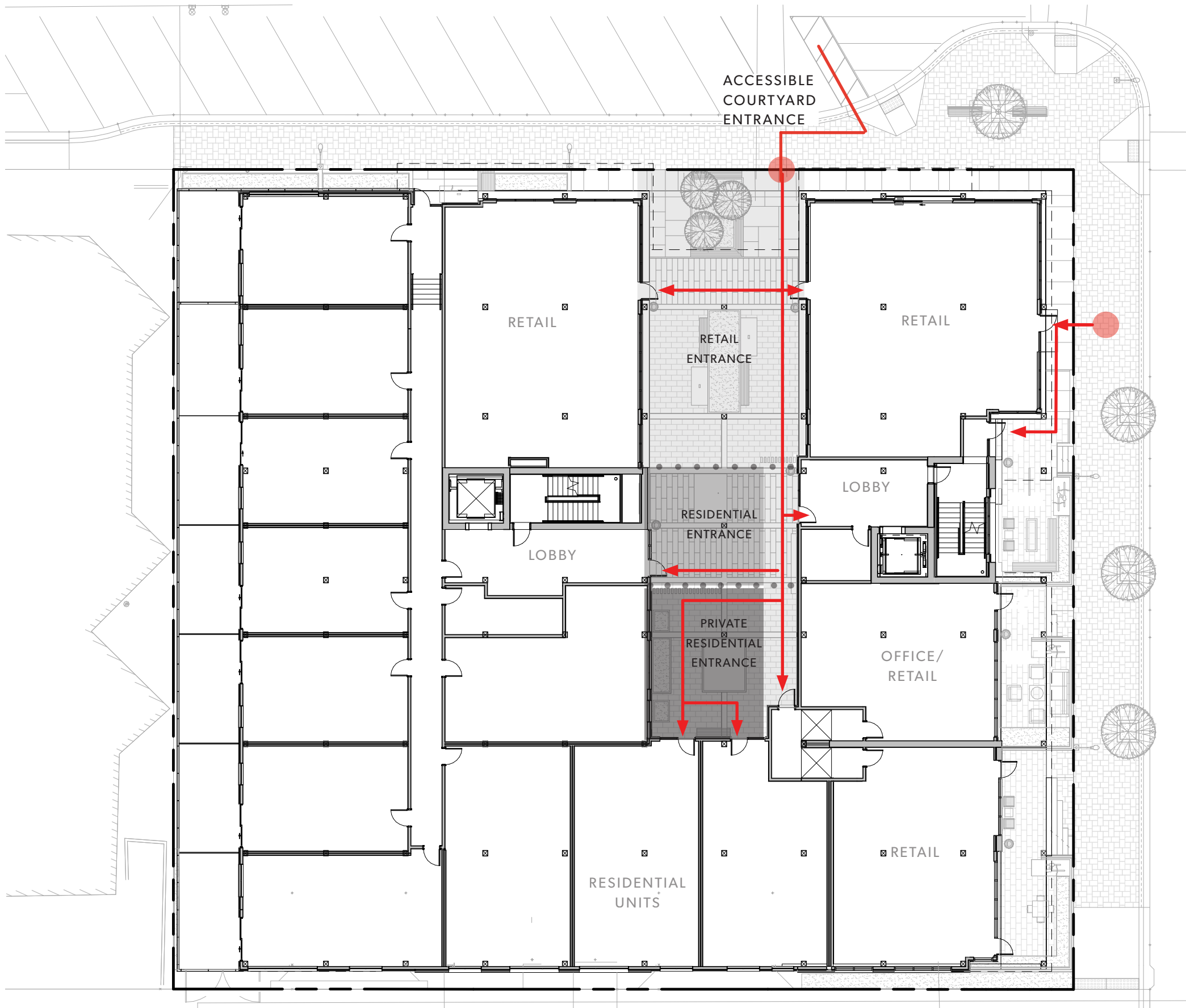
LEVEL 1  
SCALE: 1" = 20'-0"



LICENSED ARCHITECT  
AR-987252

TINA I RITVAL  
STATE OF IDAHO

*Tina I. Ritval*



LEVEL 1  
SCALE: 1" = 20'-0"



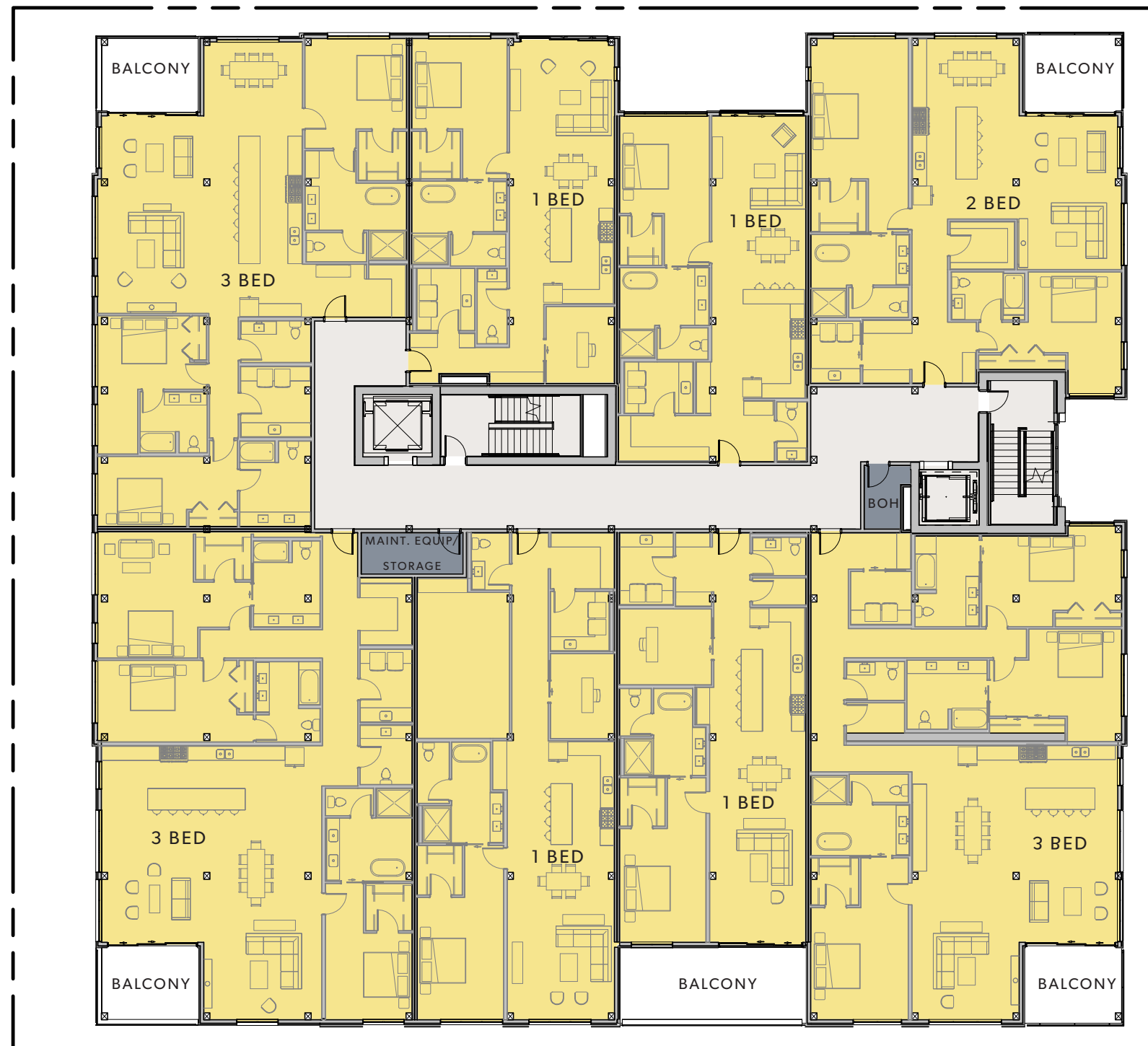
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AR-987252  
TIINA I RITVAL  
STATE OF IDAHO  
*Tina I. Ritval*



LEVEL P1  
SCALE: 1" = 20'-0"



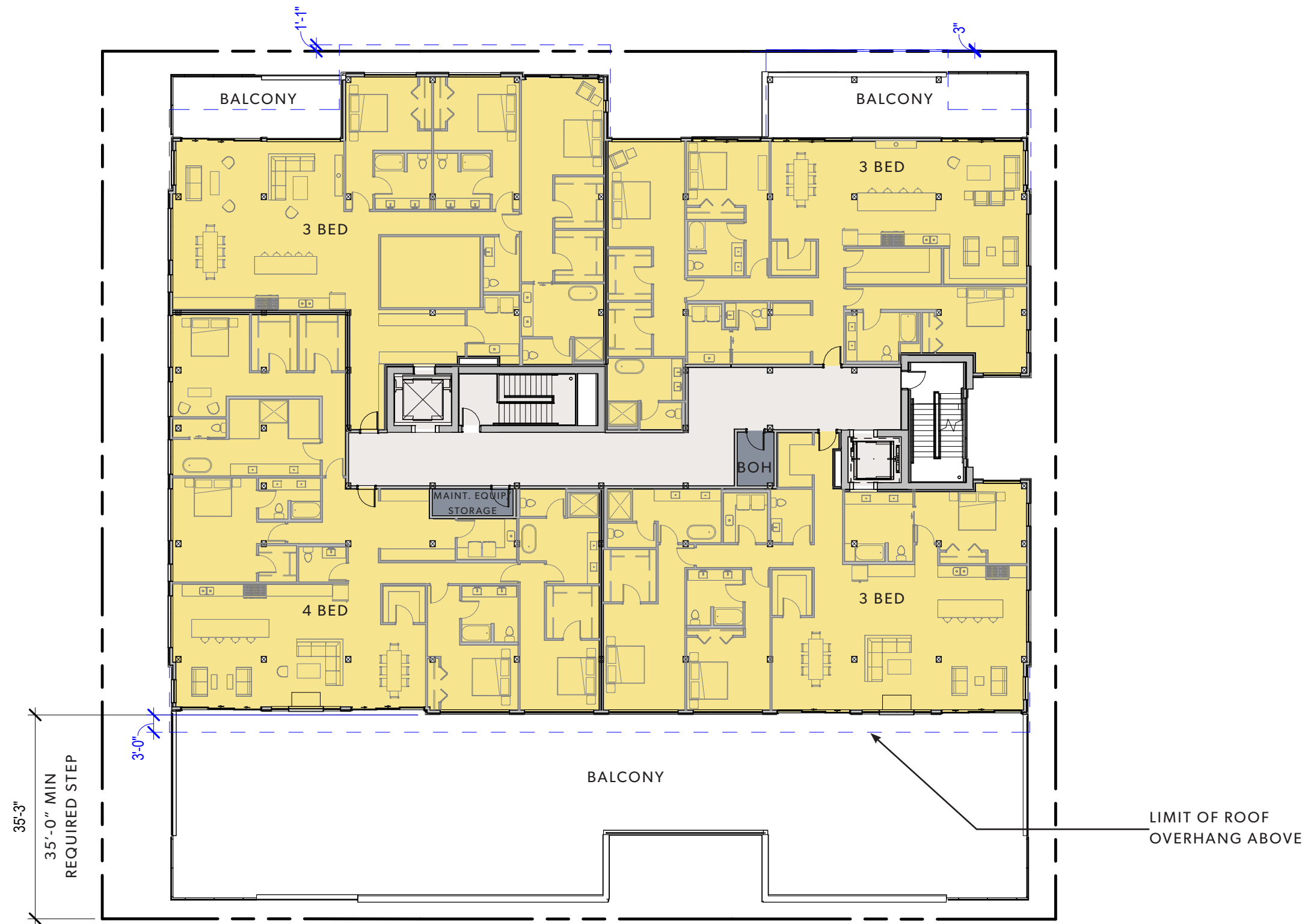
LICENSED ARCHITECT  
AR-987252  
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STATE OF IDAHO  
*Tina I. Ritval*



LEVEL 2  
SCALE: 1" = 20'-0"



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ARCHITECT  
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*Tiina I. Ritval*

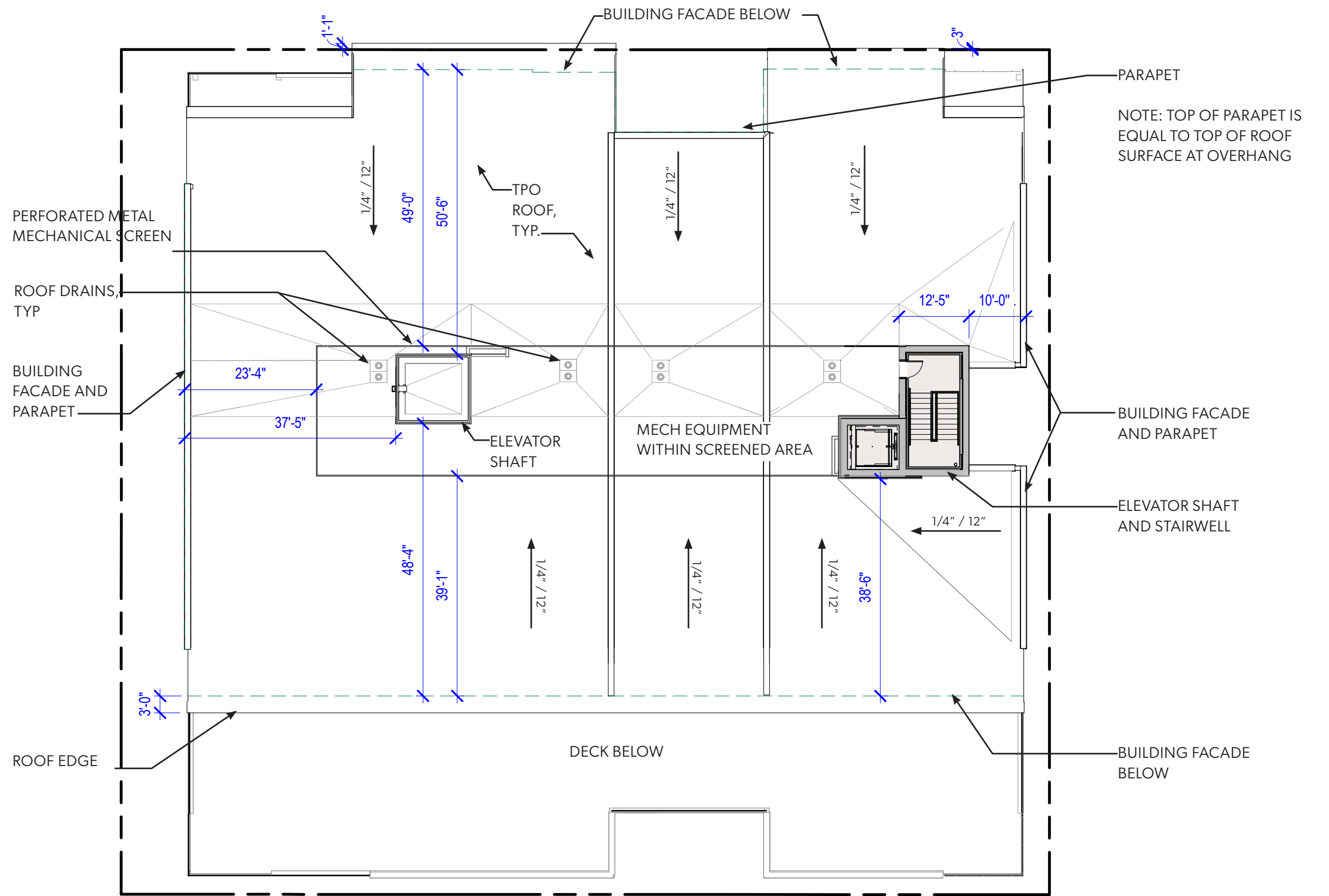


LEVEL 3  
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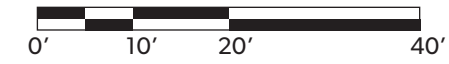


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AR-987252  
  
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STATE OF IDAHO  
*Tina I. Ritval*





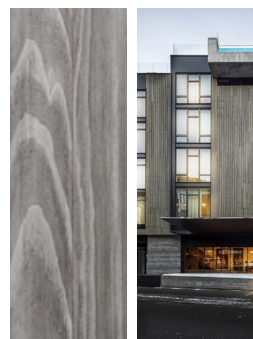
ROOF PLAN  
SCALE: 1" = 20'-0"



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AR-987252  
  
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STATE OF IDAHO  
*Tina I. Ritval*



PLAN EAST ELEVATION - 4TH ST  
SCALE: 1/16" = 1'-0"



**1** KEBONY CLADDING WITH HEWN PATAGONIAN FINISH



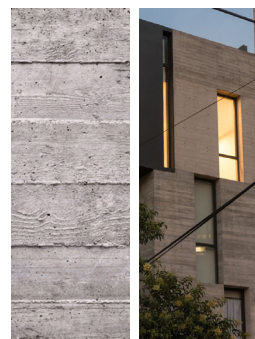
**2** KEBONY CLADDING WITH HEWN KRAKATOAN FINISH



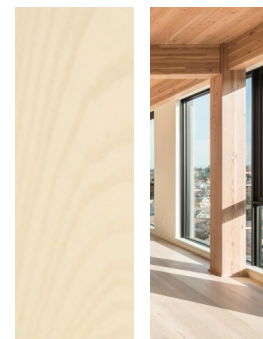
**3** OPEN JOINT PAINTED STEEL PLATE CLADDING WITH EXPOSED FASTENERS



**4** CABLE RAILING



**5** BOARD FORM CONCRETE



**6** EXPOSED CLT AND GLULAM STRUCTURE - SANSIN PICKLED WHITE STAIN



**7** WINDOWS



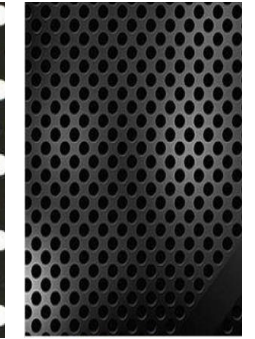
**8** ALUMINUM STOREFRONT



**9** MULTI-PANEL SLIDING GLASS DOORS (OPERABLE WALL)

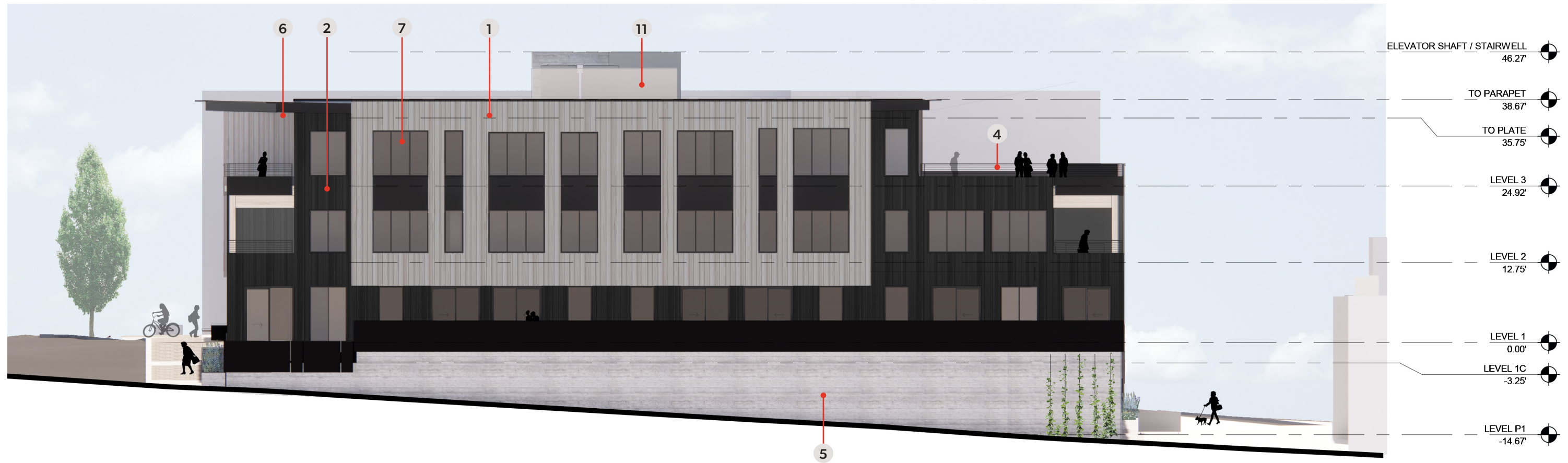


**10** OVERHEAD SECTIONAL GARAGE DOOR

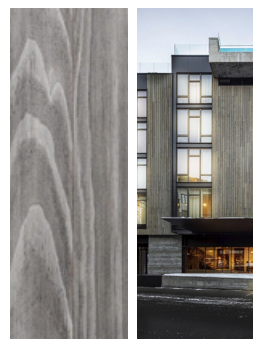


**11** DARK PERFORATED CORRUGATED METAL SCREENING (TRANSFORMER ROOM & ROOFTOP MECHANICAL SCREENING)





PLAN WEST ELEVATION - EXISTING CONDO SIDE  
SCALE: 1/16" = 1'-0"



**1** KEBONY CLADDING WITH HEWN PATAGONIAN FINISH



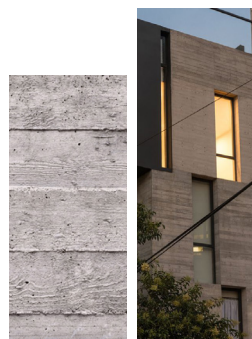
**2** KEBONY CLADDING WITH HEWN KRAKATOAN FINISH



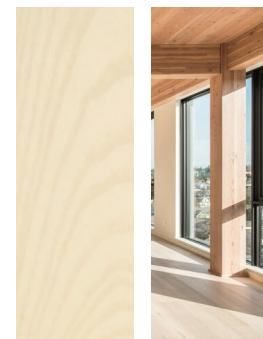
**3** OPEN JOINT PAINTED STEEL PLATE CLADDING WITH EXPOSED FASTENERS



**4** CABLE RAILING



**5** BOARD FORM CONCRETE



**6** EXPOSED CLT AND GLULAM STRUCTURE - SANSIN PICKLED WHITE STAIN



**7** WINDOWS



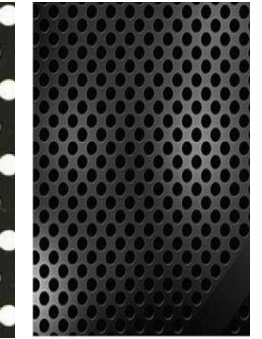
**8** ALUMINUM STOREFRONT



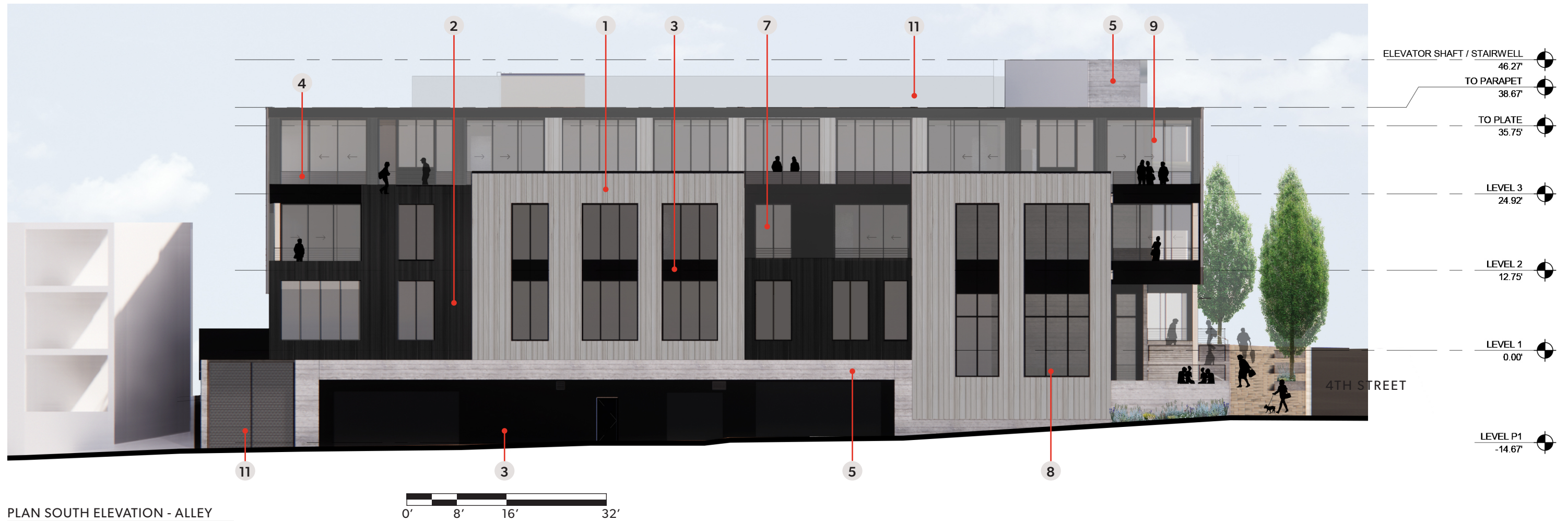
**9** MULTI-PANEL SLIDING GLASS DOORS (OPERABLE WALL)



**10** OVERHEAD SECTIONAL GARAGE DOOR

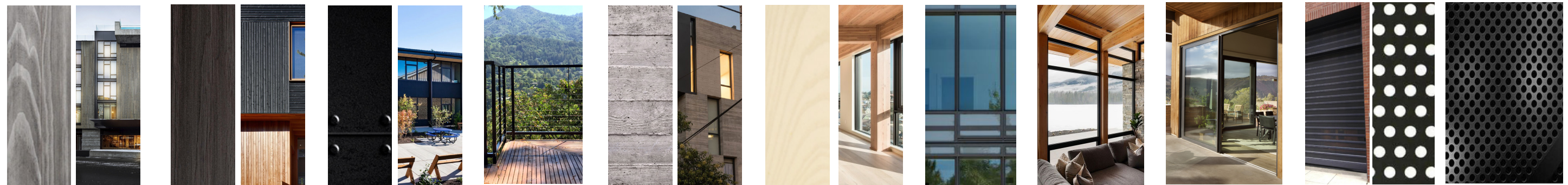


**11** DARK PERFORATED CORRUGATED METAL SCREENING (TRANSFORMER ROOM & ROOFTOP MECHANICAL SCREENING)

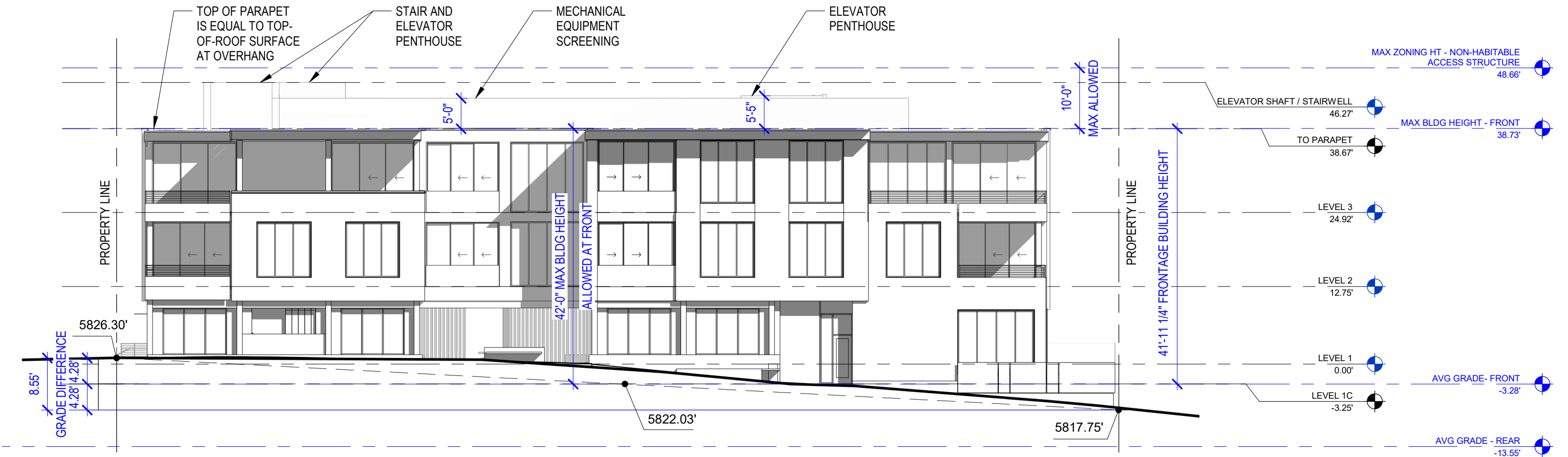


PLAN SOUTH ELEVATION - ALLEY

SCALE: 1/16" = 1'-0"

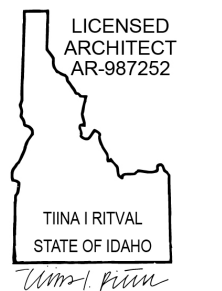


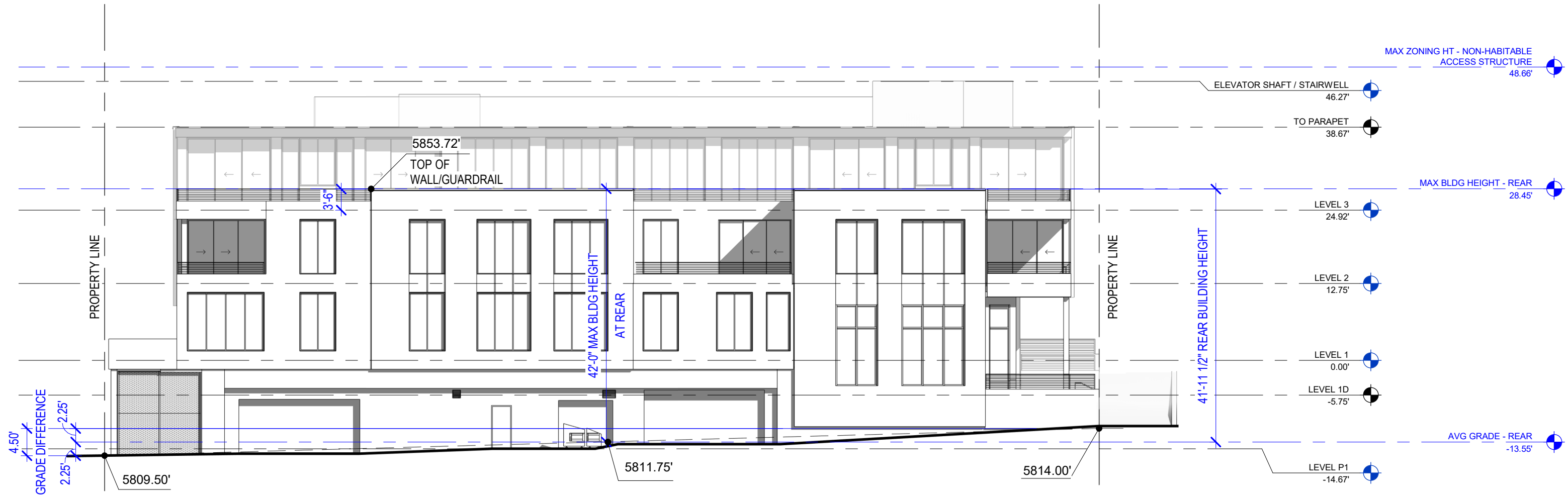
- 1** KEBONY CLADDING WITH HEWN PATAGONIAN FINISH
- 2** KEBONY CLADDING WITH HEWN KRAKATOAN FINISH
- 3** OPEN JOINT PAINTED STEEL PLATE CLADDING WITH EXPOSED FASTENERS
- 4** CABLE RAILING
- 5** BOARD FORM CONCRETE
- 6** EXPOSED CLT AND GLULAM STRUCTURE - SANSIN PICKLED WHITE STAIN
- 7** WINDOWS
- 8** ALUMINUM STOREFRONT
- 9** MULTI-PANEL SLIDING GLASS DOORS (OPERABLE WALL)
- 10** OVERHEAD SECTIONAL GARAGE DOOR
- 11** DARK PERFORATED CORRUGATED METAL SCREENING (TRANSFORMER ROOM & ROOFTOP MECHANICAL SCREENING)



PLAN NORTH ELEVATION - MAX BUILDING HEIGHT ALONG FRONTAGE

SCALE: 1/16" = 1'-0"

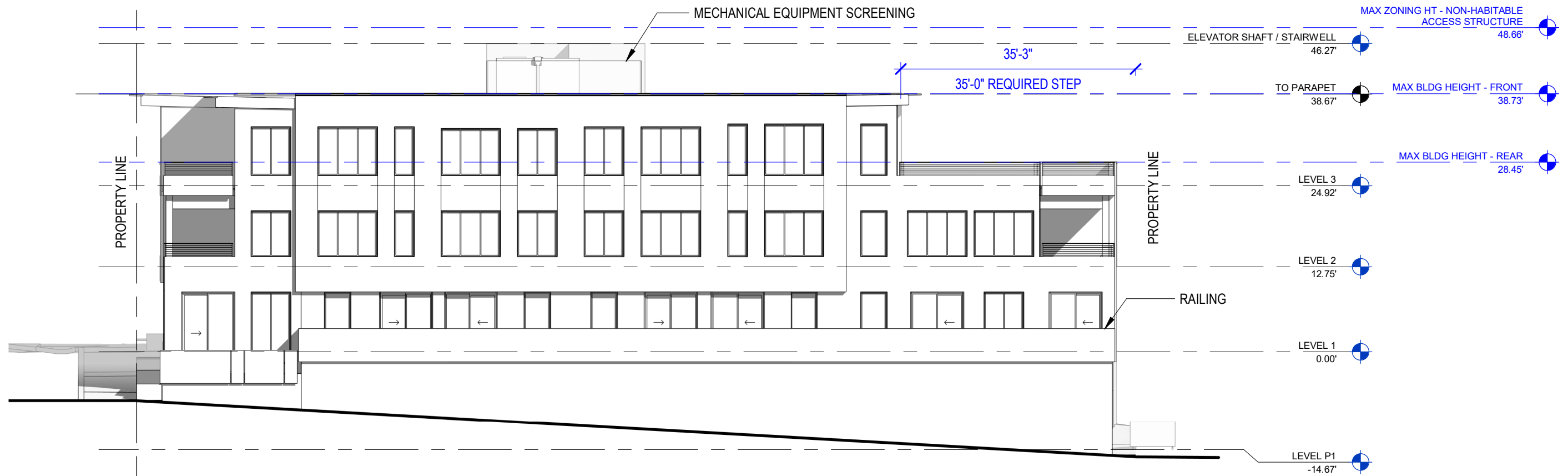




PLAN SOUTH ELEVATION DIAGRAM- MAX BUILDING HEIGHT ALONG REAR

SCALE: 1/16" = 1'-0"

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*Tina I. Ritval*



PLAN WEST ELEVATION - BUILDING STEP COMPLIANCE

SCALE: 1/16" = 1'-0"







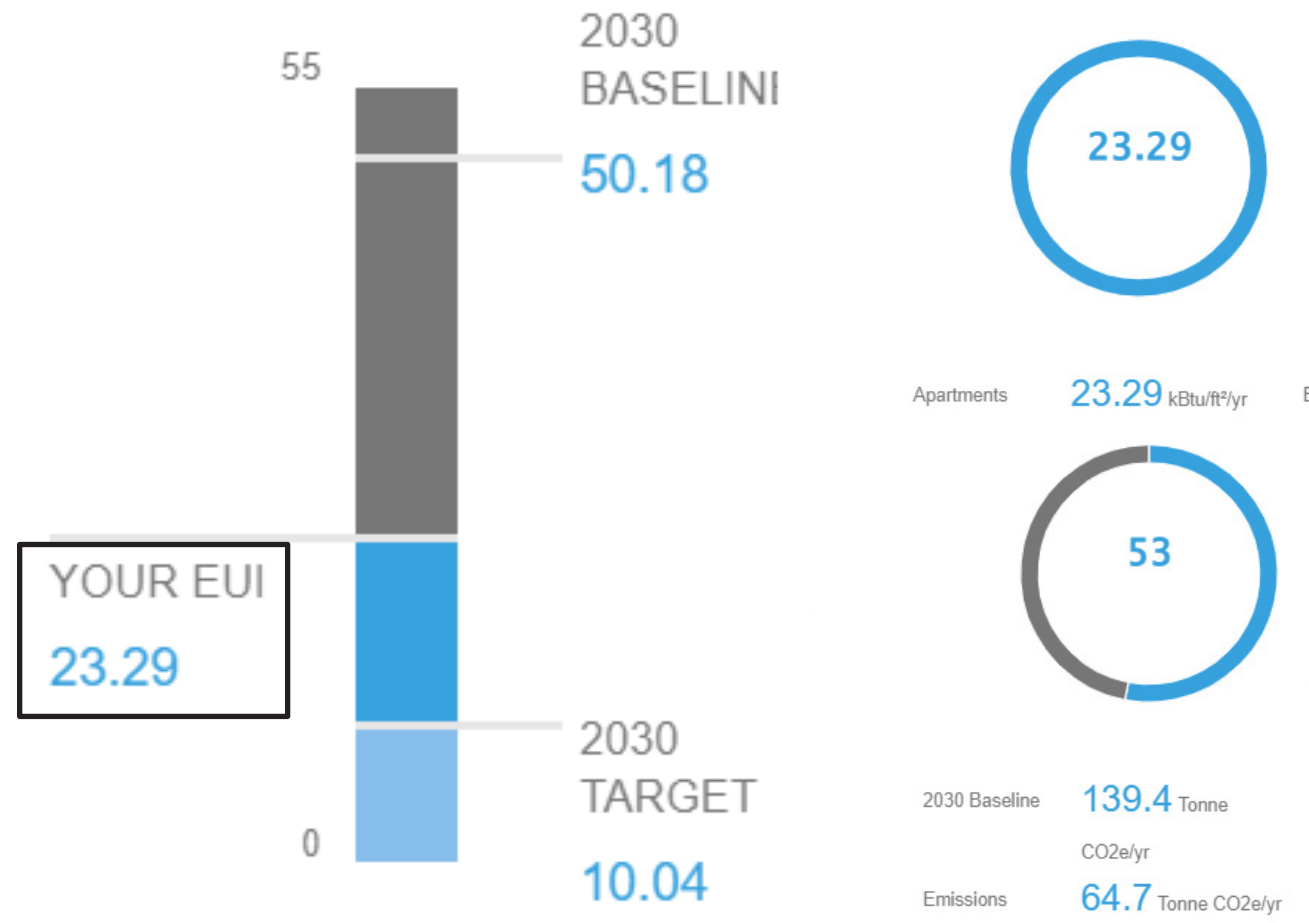






### Energy Conservation

The baseline energy use intensity (EUI) for a multi family residential building in this region is 50.18. Currently, our design performs at an EUI of 26.49. which is a 47% reduction from the regional baseline.



The design strategies we took advantage of to achieve this reduction in EUI are:

- +Form designed to maximize climatic benefits
- +Effective envelope design
- +Efficient VRF system with energy recovery

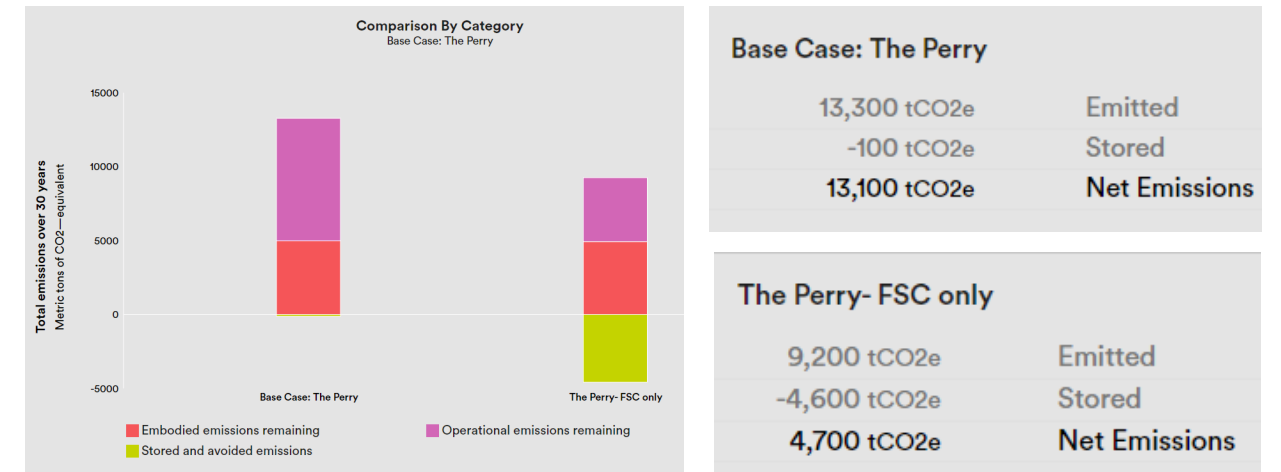
With the implementation of these design strategies, we can achieve our goals of:

Conserving energy, maintaining low energy costs, keeping spaces thermally comfortable for occupants, and designing a tightly sealed, well insulated building envelope.

### Carbon Sequestration Potential of FSC certified CLT and Cladding

Our choice to utilize FSC certified wood products for structure and cladding emits 4,100 tCO2e less carbon and sequesters 4,500 tCO2e of carbon in comparison to a same sized building which uses non FSC certified wood (or wood that is not verified to be harvested sustainably).

Preventing 4,100 tCO2e of carbon from being emitted is the equivalent of taking 883 gas fueled vehicles off the road for one year.



CLT Structure  
Smartlam, Montana



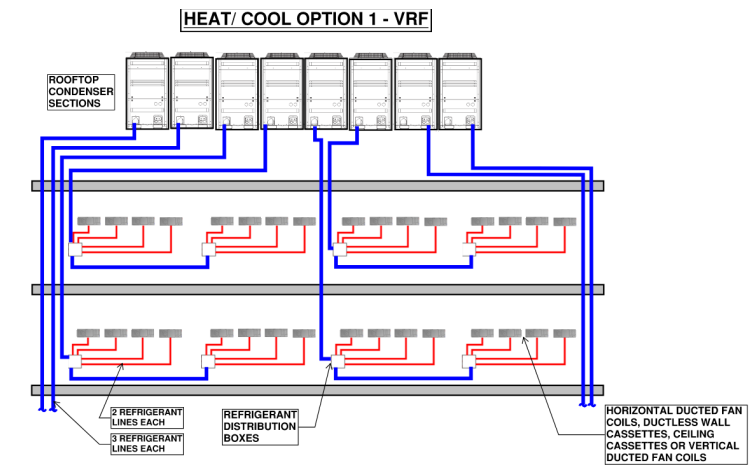
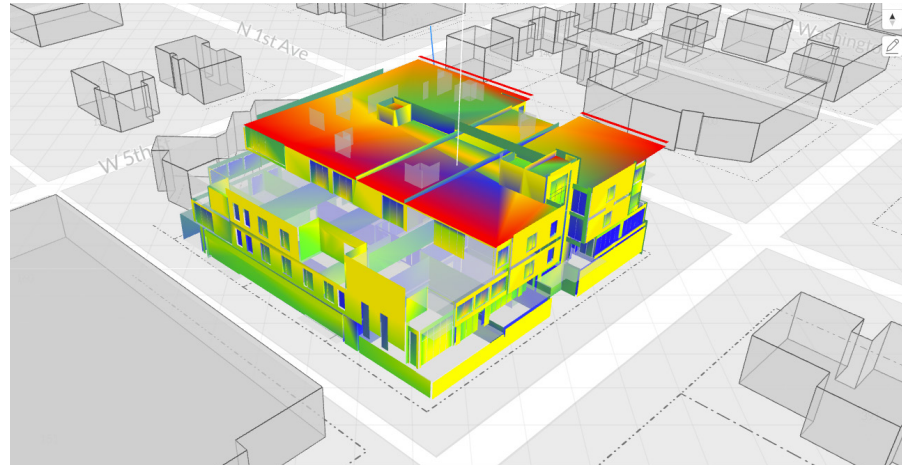
Carbon sequestering, sustainably harvested and processed in Montana. Material can be reused at life and is biodegradable.

Thermally Modified Wood Cladding  
Kebony



Circular as a renewable and biodegradable material, sequesters carbon, non-toxic and ultra low VOC. FSC and PEFC certified.

**PRIMARY ENERGY CONSERVATION DESIGN STRATEGIES**



**Form**

- +Orientation, form, and setback location maximize natural daylight opportunities which leads to energy savings
- +Roof overhangs provide protection from high summer sun but allow in low winter sun, taking advantage of solar heat gain to save energy

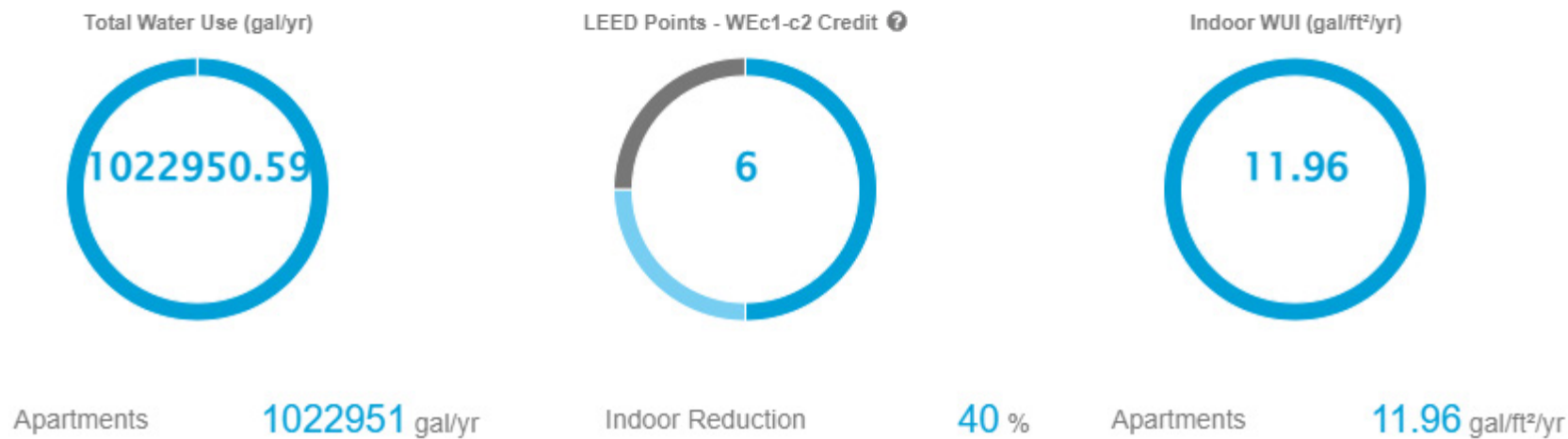
**Envelope Design**

- +Climate appropriate insulation selection to perform optimally in Ketchum (Low GWP XPS)
- +High performance glazing that provides a higher insulative value (R value) and fiberglass frames to mitigate thermal breaks and maximize occupant comfort.
- +Dark exterior cladding colors help retain solar heat in the winter, providing energy savings

**HVAC**

- +VRFs are a highly energy efficient system choice, balancing thermal comfort with energy savings through a specified level of refrigerant flow
- +The use of an energy recovery ventilator (ERV) brings in fresh air and conditions it while recovering energy as well as eliminating contaminants that enter the space

**WATER CONSERVATION MEASURES**



**Goal:**

Lower water use intensity, save water heating and cooling energy, and conserve water.

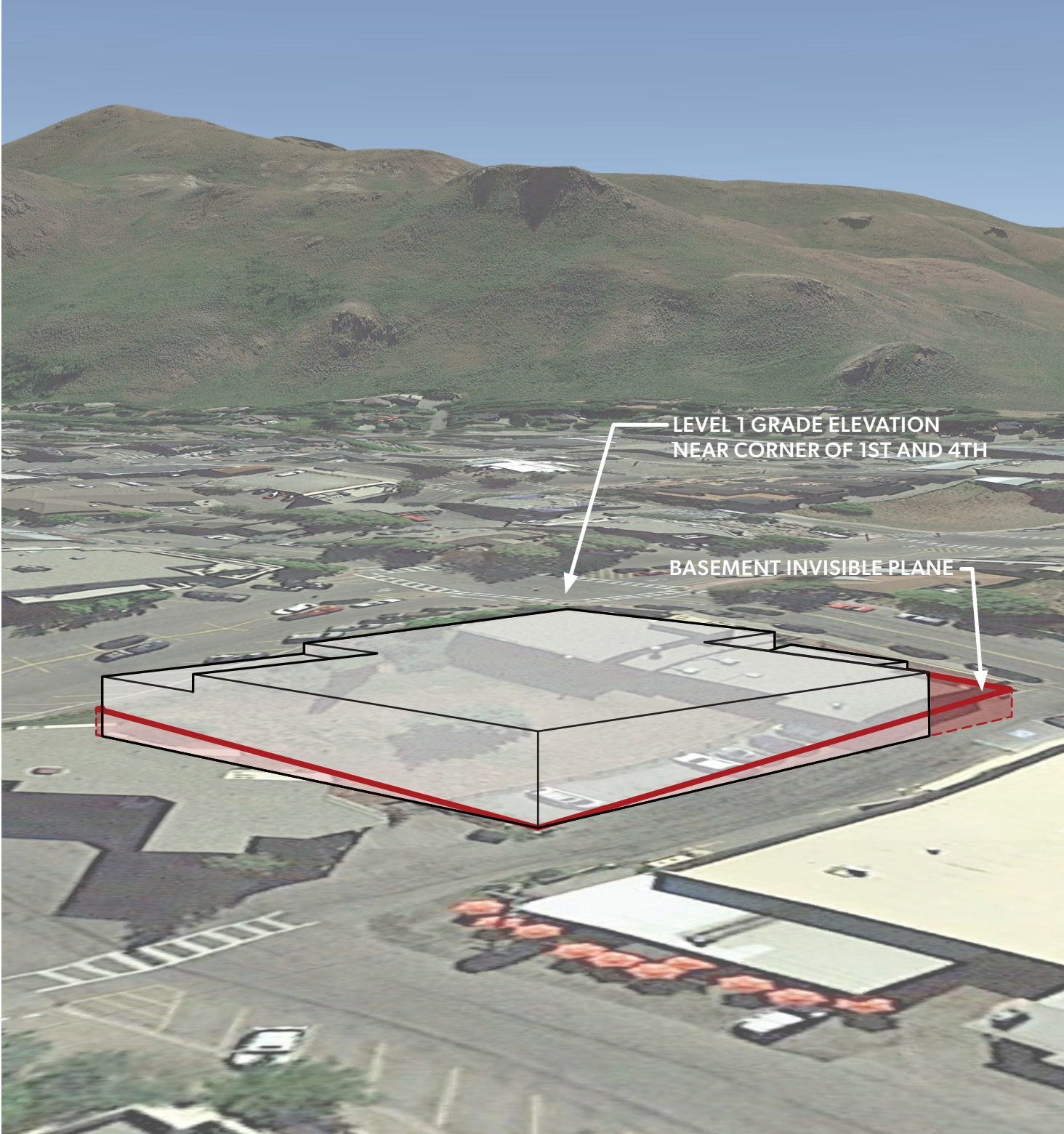
**Method:**

- +Low flow water fixtures
- +Recirculating Pumps

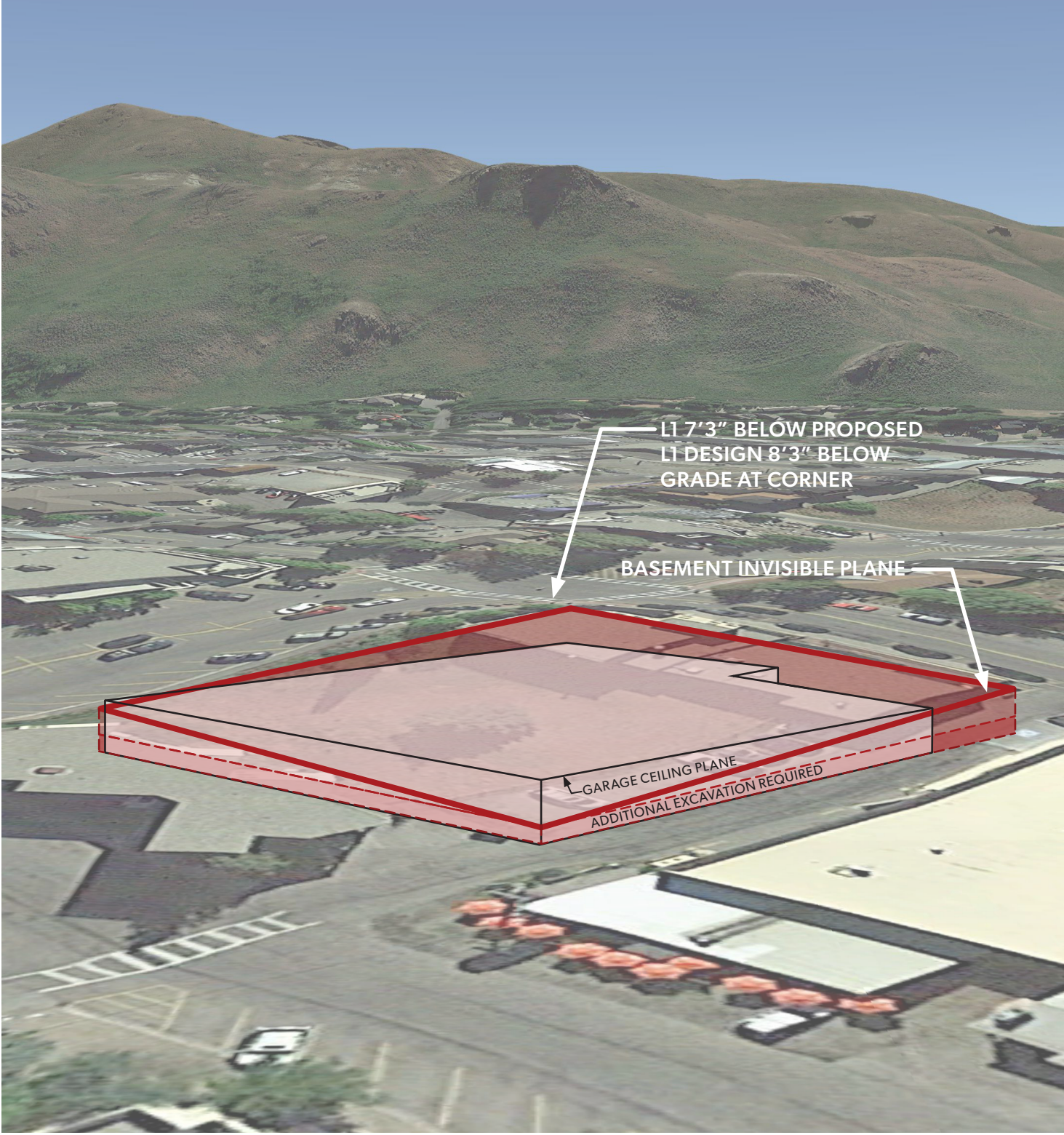
SITE CONSTRAINTS



PROPOSED GARAGE



CODE COMPLIANT GARAGE





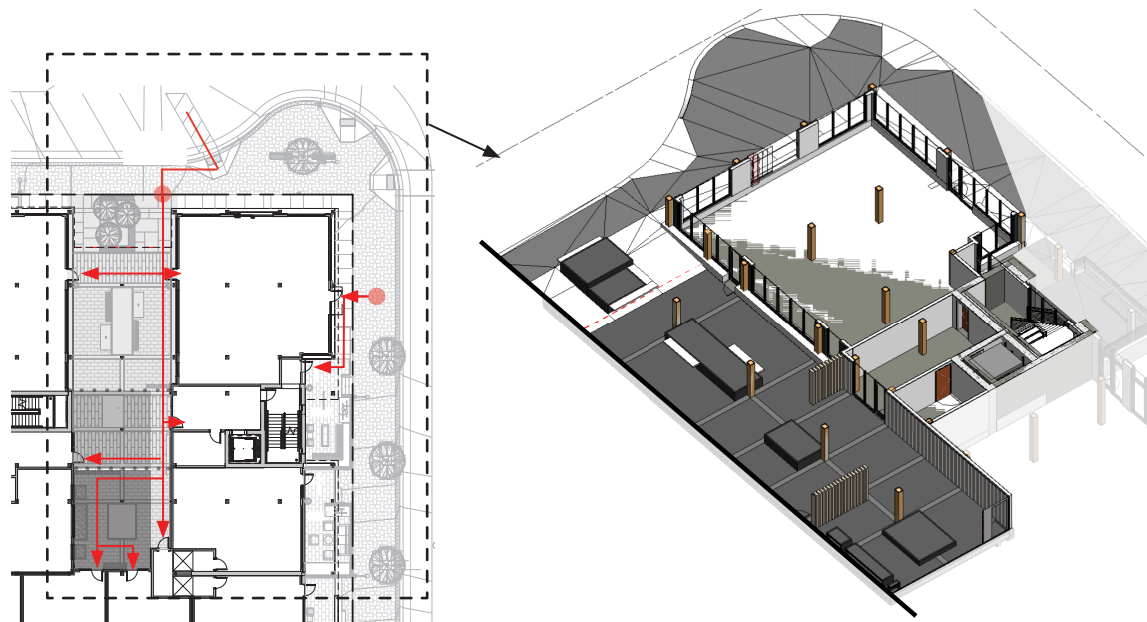
PROPOSED DESIGN



CODE COMPLIANT DESIGN

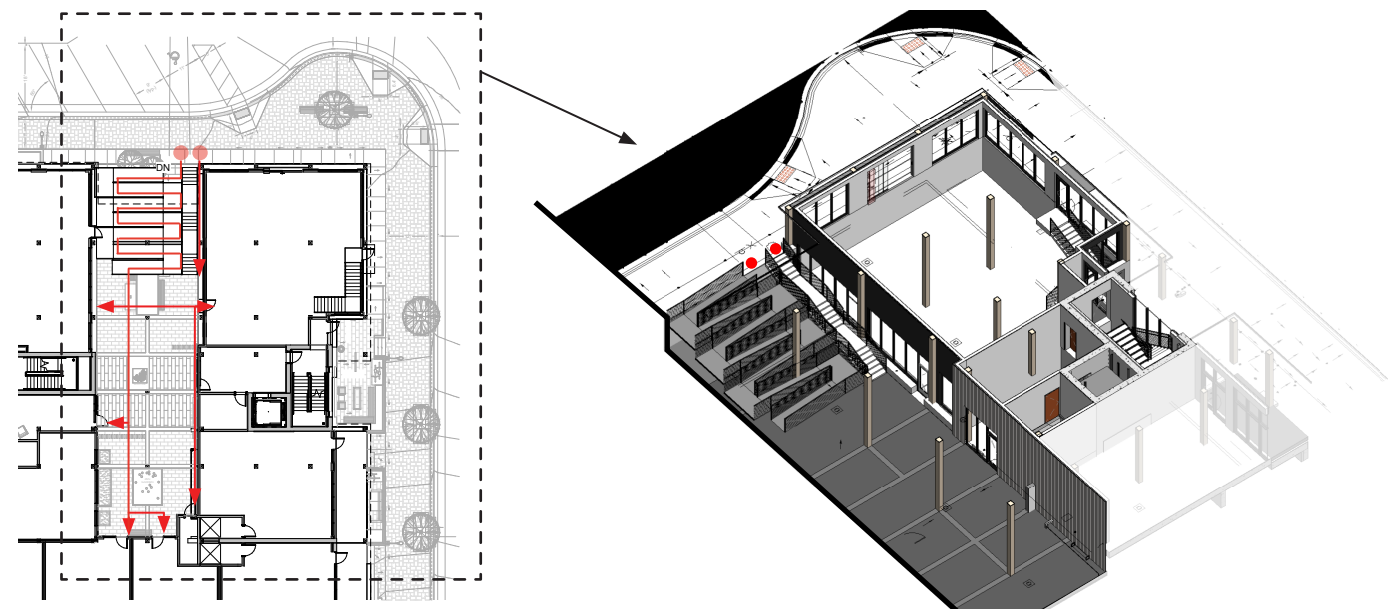


L1 CORNER RETAIL - GARAGE AT PROPOSED VARIANCE



ACCESSIBLE ROUTE FROM GRADE

L1 CORNER RETAIL - GARAGE AT CODE COMPLIANT HEIGHT



ACCESSIBLE ROUTE FROM GRADE

UNDERGROUND PARKING - DEVIATION FROM ZONING

DEFINITIONS FROM CODE OF ORDINANCES CITY OF KETCHUM, IDAHO 17.08.020

**FLOOR AREA, GROSS**

The horizontal area of the building measured along the outside walls of each floor of a building or portion of a building, including stair towers and elevators on the ground floor only, but not including basements or underground parking areas (see definition following). Parking areas covered by a roof or portion of the building and enclosed on three or more sides by building walls are included.

**UNDERGROUND PARKING**

An enclosed off street parking area within the lowest floor of a building; provided, that a minimum of 75 percent of the ceiling surface area of such floor is not more than four feet above the basement invisible plane

Seeking variance to:

1. Exceed 75 percent of ceiling surface area.
2. Exclude underground parking from FAR

No visual difference between Code Compliant version and Variance version from anywhere along the street

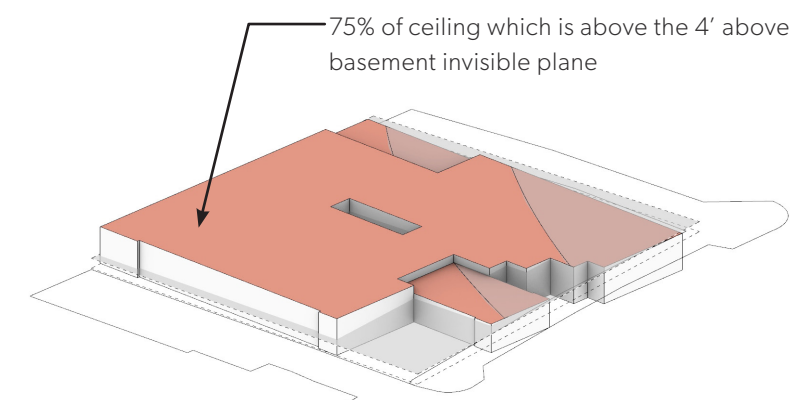
**CODE COMPLIANT OPTION:**

- **4 less parking stalls** provided on site
- **Extended 23 days** of excavation
- **613 additional dump truck loads** for soil removal (77 MJ/m<sup>3</sup> for transportation and excavation of soil, very energy intensive)

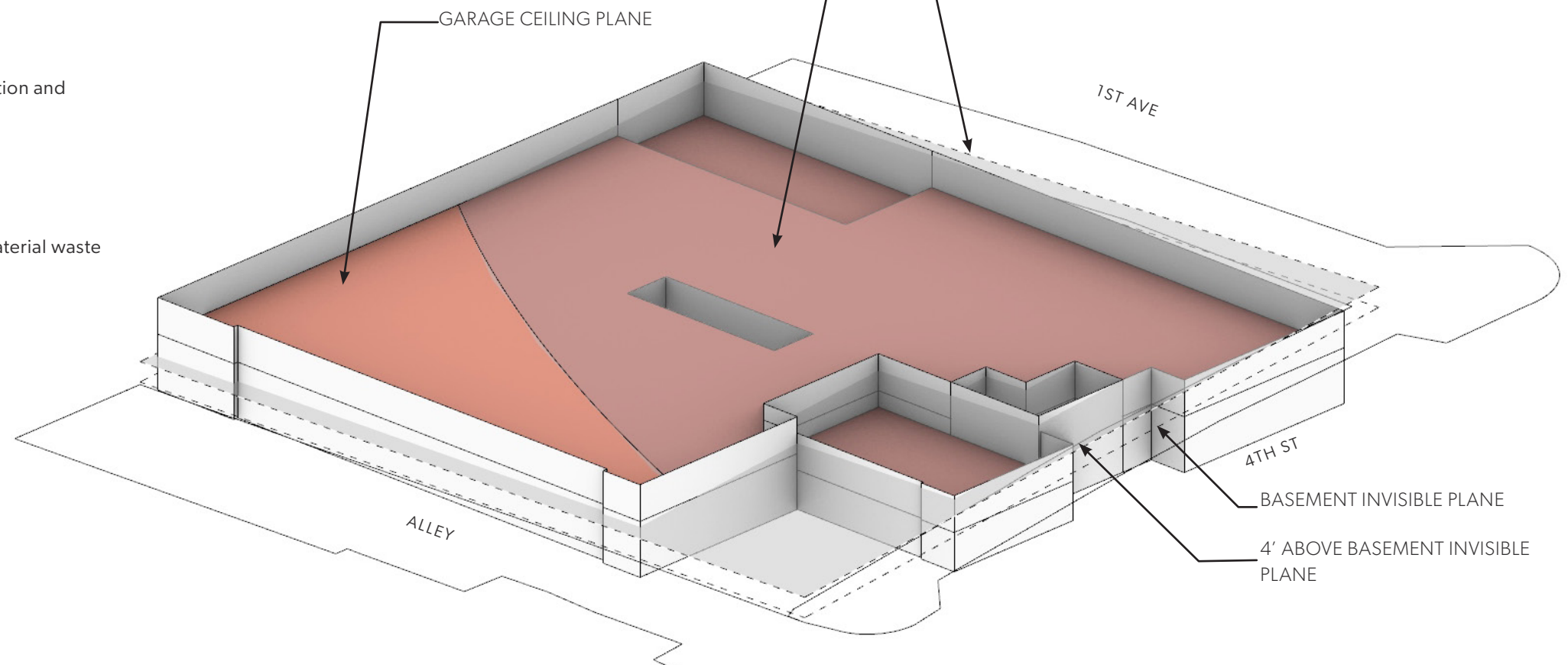
**PROPOSED DESIGN WITH VARIANCE:**

- **Minimizes** impact at grade at 1st Ave N. & 4th St.
- **Reduce** accessible route issues
- **Reduce** excavation at parking (to meet vertical clearances) and construction material waste
- Maintain height clearance in parking garage
- No dangerous precedent set due to unique site topography

Zoning code excludes underground parking from FAR, provided the underground parking meets the definition by being located at least 75% below the basement plane. The unique result of meeting this dimensional definition on this particular site with steep slopes on both frontages is that it pushes the underground parking level significantly below (over 8.5') the adjacent sidewalk grade at the limited location of primary entrance relative to the corner intersection and only flat area suited for accessing the first floor.



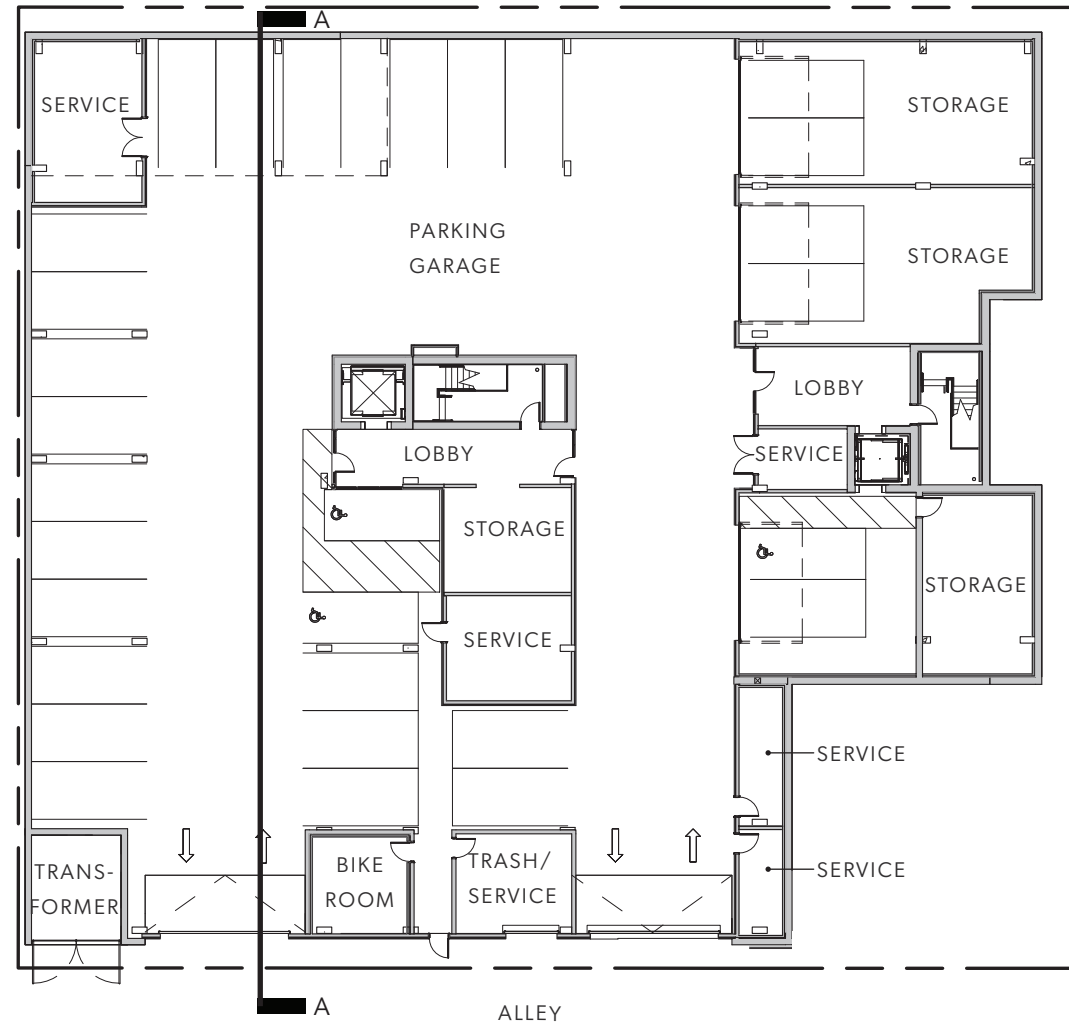
PROPOSED DESIGN



CODE COMPLIANT DESIGN

UNDERGROUND PARKING - DEVIATION FROM ZONING

PROPOSED DESIGN



LEVEL P1 PLAN  
1" = 30'-0"

L1 IS NEAR GRADE ALONG 1ST AVE FOR ACCESSIBLE ENTRY FOR PEDESTRIANS



SECTION A  
1" = 30'-0"

CODE COMPLIANT DESIGN



LOSS OF 4 STALLS FOR RAMP

LEVEL P1 PLAN  
1" = 30'-0"

LEVEL 1 IS SUNKEN 7'-3" FROM GRADE AT CORNER OF 1ST AVE AND 4TH ST



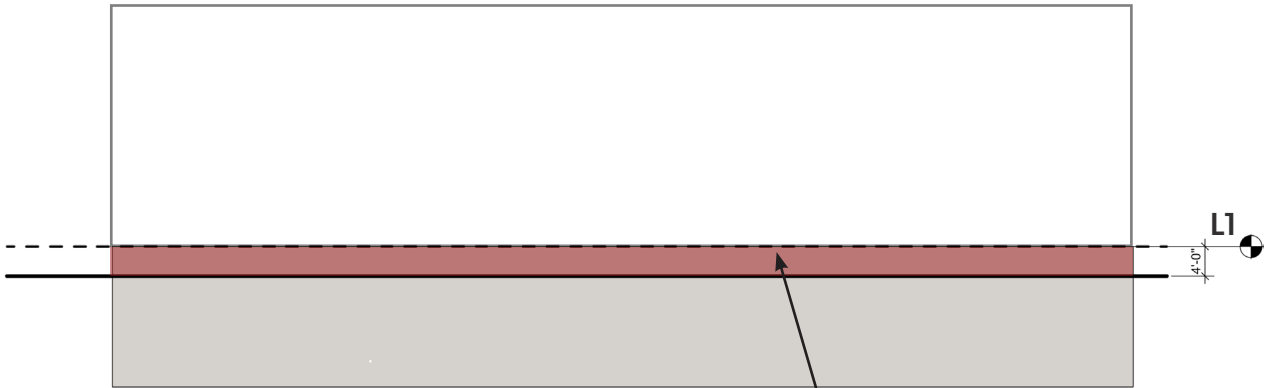
SECTION A  
1" = 30'-0"

3'-7" ADDITIONAL EXCAVATION COMPARED TO PROPOSED DESIGN

UNDERGROUND PARKING - DEVIATION FROM ZONING

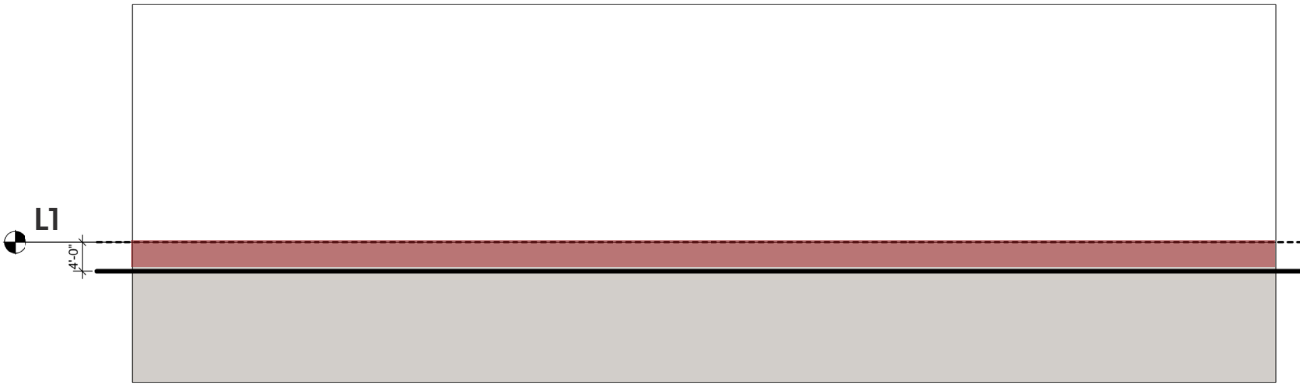
CODE COMPLIANT DESIGN

ON A TYPICAL FLAT OR MODERATELY SLOPED SITE THE UNDERGROUND PARKING DEFINITION ALLOWS 4 FEET (UP TO 33%) OF THE PARKING LEVEL BE VISIBLE ABOVE THE SIDEWALK GRADE AND CONTRIBUTE TO BULK OF STRUCTURE WHICH FAR RESTRICTIONS ARE INTENDED TO LIMIT.



ELEVATION ALONG 4TH STREET

LARGE AMOUNT OF BASEMENT WALL VISIBLE FROM THE STREET, AND WOULD BE ALLOWED PER CODE ON A FLAT SITE



ELEVATION ALONG 1ST AVE

PROPOSED DESIGN



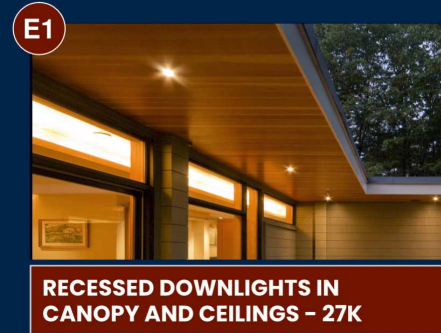
ELEVATION ALONG 4TH STREET

MINIMAL AMOUNT OF BASEMENT WALL VISIBLE FROM THE STREET



ELEVATION ALONG 1ST AVE

SITE PLAN



RECESSED DOWNLIGHTS IN CANOPY AND CEILINGS - 27K



SHIELDED WALL SCONCE AT ENTRY AND EXITS - 27K



RECESSED LINEAR AT GARAGE ENTRY FOR EYE ADAPTATION - 27K



UNDERBENCH LIGHTING - 27K

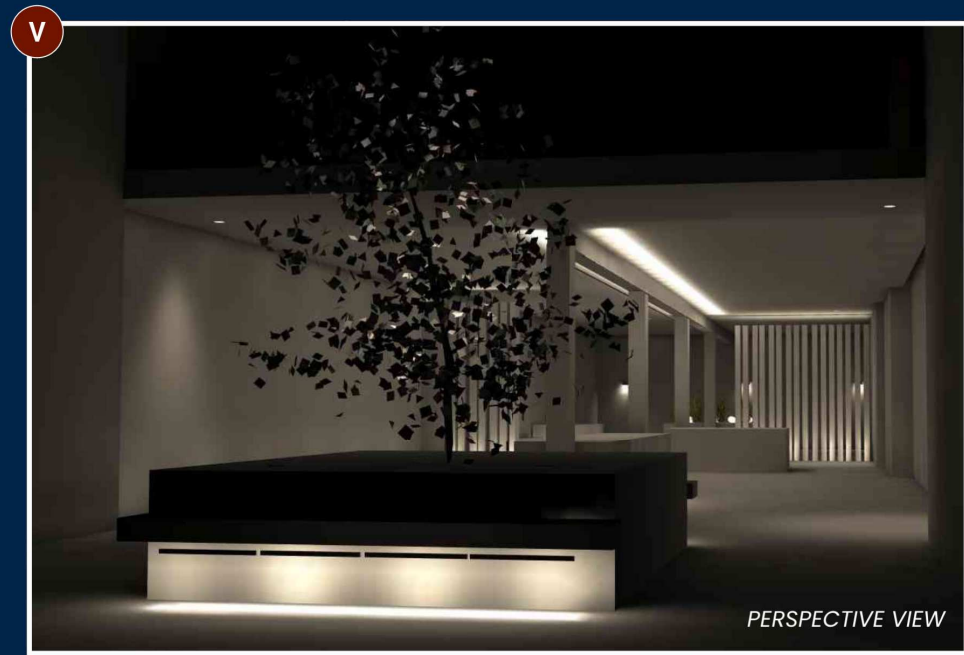


LED MARKER LIGHTS TO ENHANCE WAYFINDING - 27K



GLOWING STAIRCASE - SEE SUBSEQUENT PAGES

SITE PLAN - COVERED COURTYARD



\*Lighting within courtyard occurs under covered ceiling and does not bleed into night sky. Shown in this presentation to convey intent on light exposure directly open to public ROW.

### FEATURE STAIR – STRATEGY 1

**STRATEGY:**

Illuminated handrail with 60° asymmetric optic provides directed light at stair treads while surface mounted downlights with regressed optics provide directed light at landings.

**SPILL LIGHT:**

Stair will be on building dimming lighting control system and will not automatically raise and lower in illumination upon occupancy. Produces 0.9 FC of spill light at property boundary.

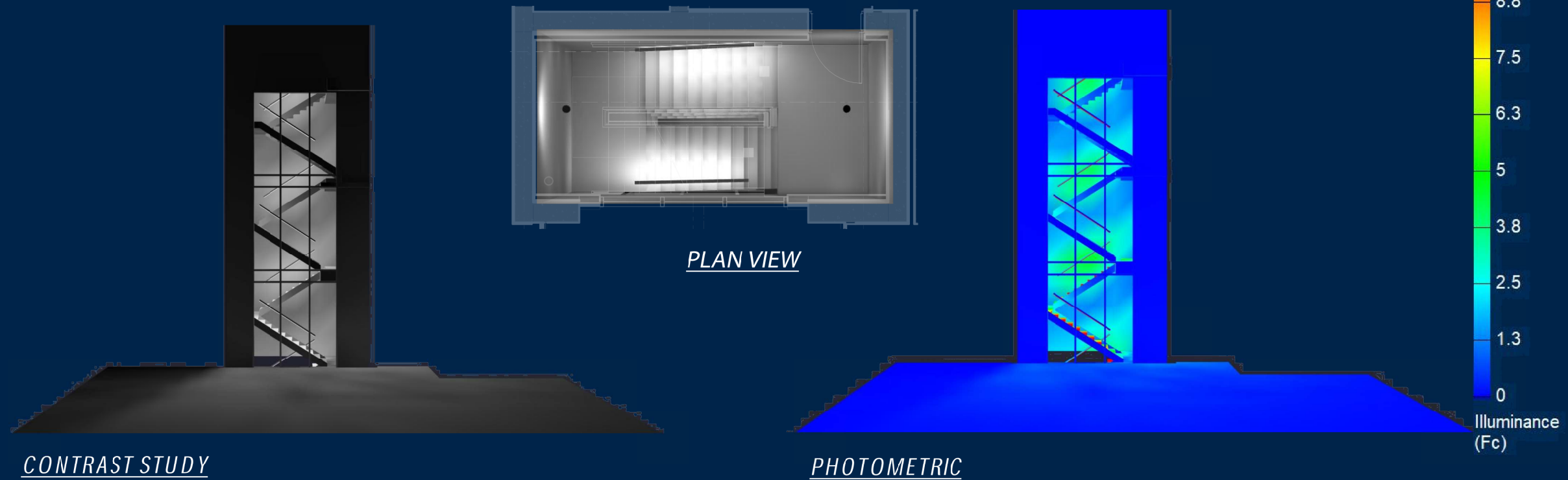
**NOTE:**

Stair lighting design strategies shown to illustrate understanding of light trespass impact from interior lighting strategy. Final stair lighting design to be coordinated with interior design team and maintain compliance with IES recommendations for light trespass.

Strategy 1 shows a shielded lighting approach with light focused on stair landings.



KETCHUM DARK-SKY ORDINANCE CH. 17.132	
MAX LIGHTING TRESSPASS FOOTCANDLE (FC) LIMITS	COMMUNITY CORE (ZONE CC-2) – NO LIMIT
EXTERIOR LIGHTING	ALL SOURCES SHALL BE FULLY SHIELDED. LIGHTING CCT SHALL NOT EXCEED 2700K



## FEATURE STAIR – STRATEGY 2

### STRATEGY:

Wall mounted linear lights running vertically and aimed into the stair to provide general illumination of the stair landings and tread.

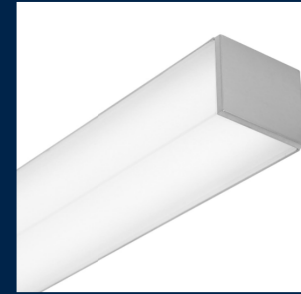
### SPILL LIGHT:

Luminaires to have automatic bi-level dimming control where illumination will raise or lower depending on stair occupancy per code. Produces 1.3 FC of spill light at property line.

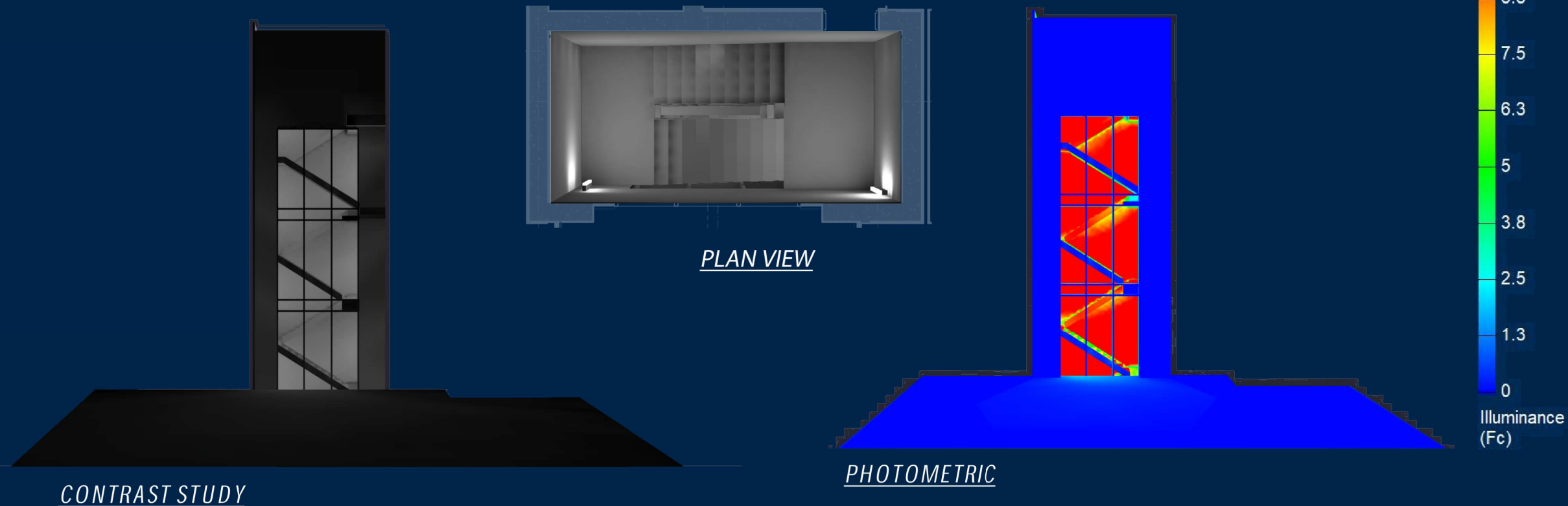
### NOTE:

Stair lighting design strategies shown to illustrate understanding of light trespass impact from interior lighting strategy. Final stair lighting design to be coordinated with interior design team and maintain compliance with IES recommendations for light trespass.

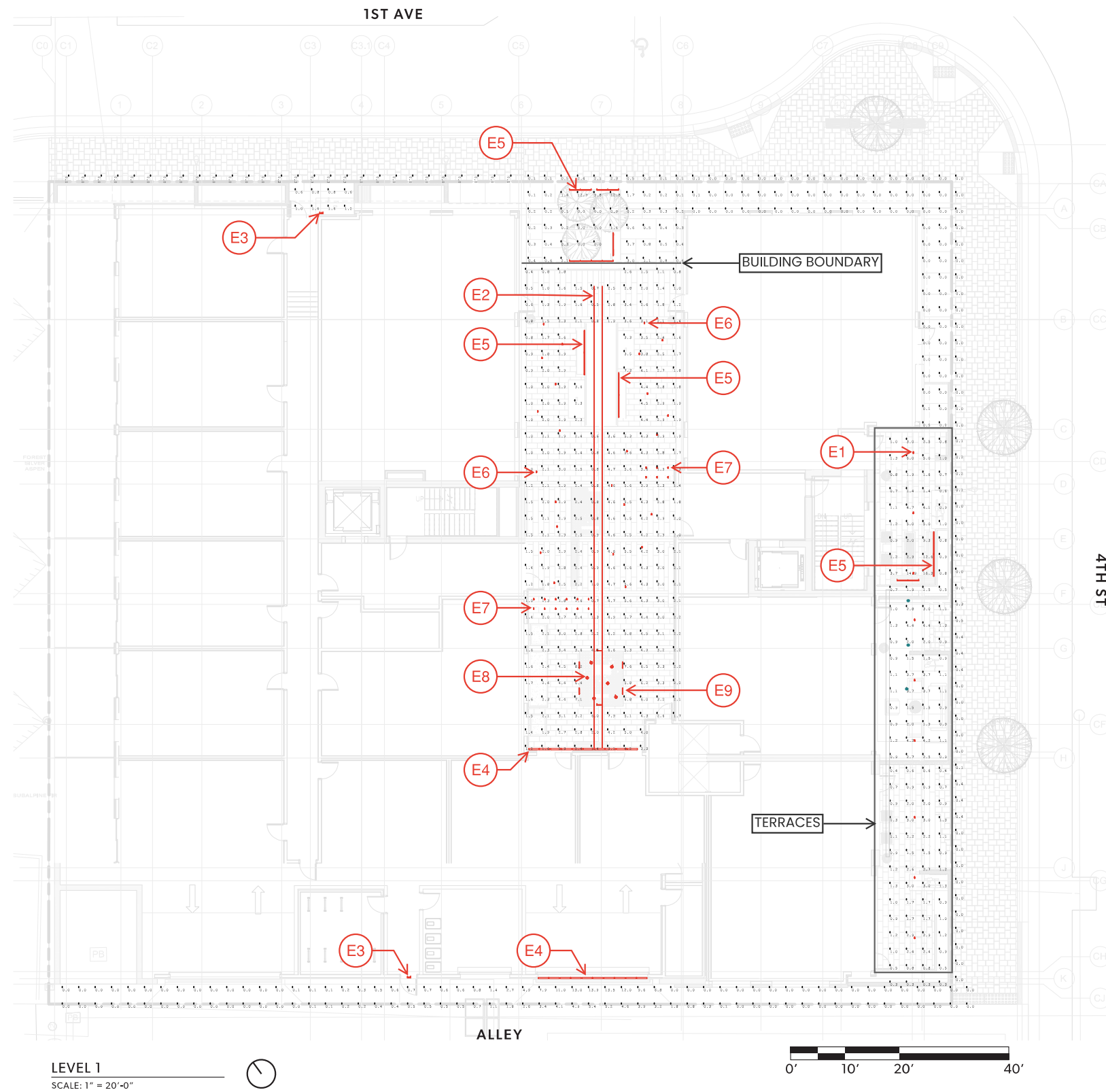
Strategy 2 shows an indirect lighting approach with light focused on the back wall to create soft glowing lantern effect.



KETCHUM DARK-SKY ORDINANCE CH. 17.132	
MAX LIGHTING TRESSPASS FOOTCANDLE (FC) LIMITS	COMMUNITY CORE (ZONE CC-2) – NO LIMIT
EXTERIOR LIGHTING	ALL SOURCES SHALL BE FULLY SHIELDED. LIGHTING CCT SHALL NOT EXCEED 2700K







## SITE PHOTOMETRICS GROUND PLANE

### GROUND PLAN CALCULATION STATISTICAL AREAS Illuminance (Fc)

**1ST AVE - SIDEWALK**  
Average=0.51 Maximum=12.9

**COVERED COURTYARD**  
Average=2.84 Maximum=8.2

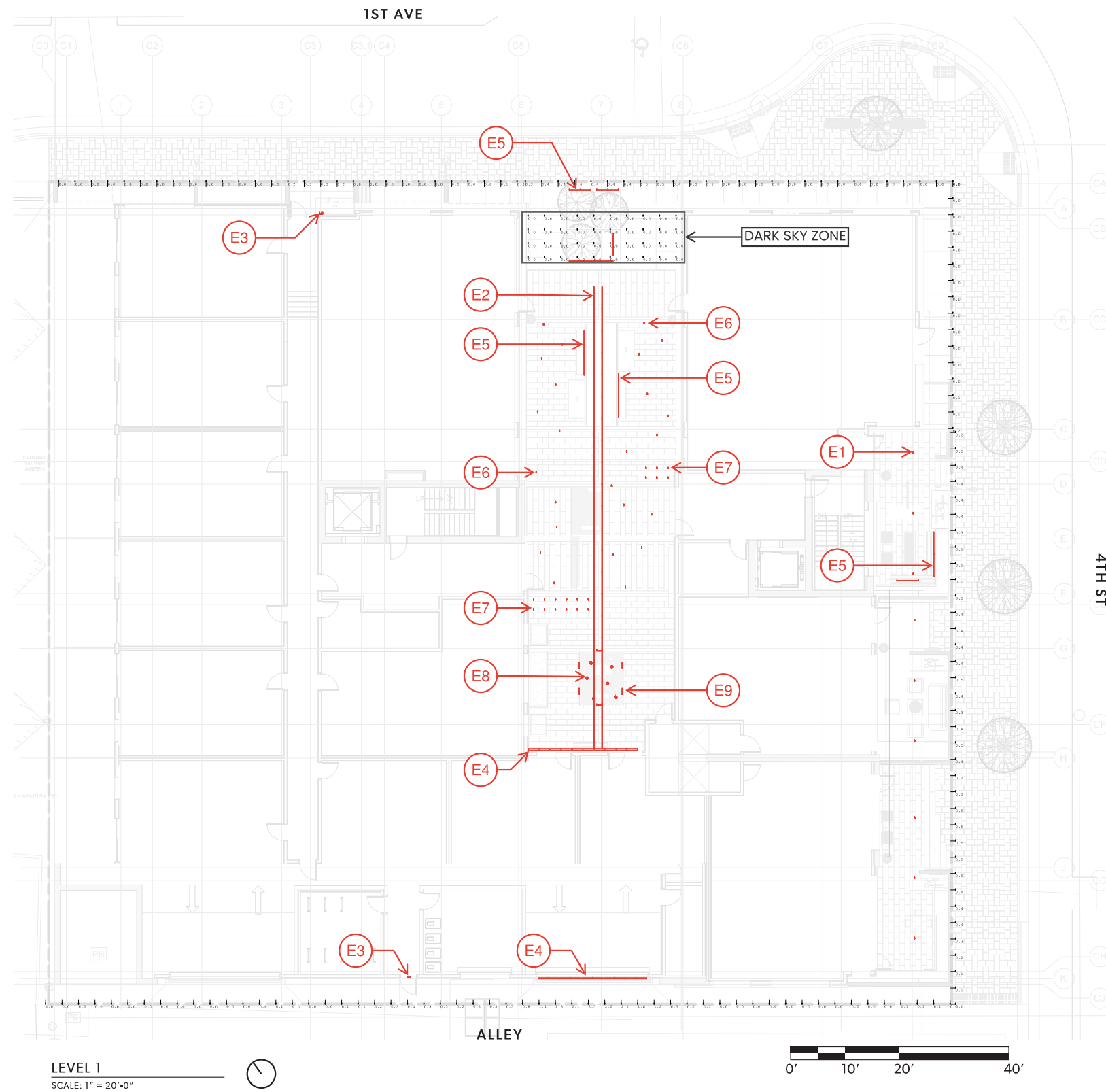
**4TH ST - SIDEWALK**  
Average=0.06 Maximum=0.5

**TERRACES**  
Average=2.09 Maximum=16.3

**ALLEY**  
Average=1.38 Maximum=13.9

#### NOTES:

1. Calculation points taken at ground plane and run along or within the property line.
2. Light levels shown do not include spill lighting from adjacent properties or street lighting. Light levels shown are from project lighting only and installed light measurements may be higher due to spill lighting from light sources not within project scope.
3. All exterior lighting directly adjacent to public pedestrian pathways and sidewalks will be dimmable and high-end trim will be established on site to ensure light levels are sufficient for visual comfort and overall safety.
4. Lighting shown in calculation reflect project design strategies. Final locations and quantities will be developed in coordination with architectural and landscape design teams and in compliance with Ketchum ID Lighting Ordinances.
5. Lighting location parameters for uplighting indicated on subsequent page to ensure compliance with Ketchum ID Lighting Ordinance Chapter 17.132.020 Dark Skies Criteria Section H.



## SITE PHOTOMETRICS PROPERTY LINE & DARK SKY

### PROPERTY LINE CALCULATION STATISTICS

Illuminance (Fc)

**4TH ST - PROPERTY LINE**  
Average=0.33 Maximum=0.5

**1ST AVE - PROPERTY LINE**  
Average=0.11 Maximum=0.5

**ALLEY - PROPERTY LINE**  
Average=0.35 Maximum=2.3 (At Garage Entry)

#### NOTES:

1. Maximum Footcandle light trespass for zone CC-2 is "No Limit" in accordance with Ketchum Dark Sky Ordinance.

The international Dark-Sky Association (IDA) and Illuminating Engineering Society (IES) identify a recommended targeted maximum illumination Footcandle (FC) allowance of 0.8FC at the property line for LZ3 - Moderately High Ambient Lighting Zone.

2. Property line calculation points measured at 60" above ground plane per Ketchum ID Lighting Ordinance 17.132.030 Lighting Standards Section B Part 1.

### DARK SKY CALCULATION STATISTICAL AREA

Illuminance (Fc)

**SKY PLANE**  
Average=0.00 Maximum=0.0

#### NOTES:

1. Calculation plane measured from the ceiling level (10'-6") at the entry of the courtyard to capture any potential uplight from covered courtyard uplight fixtures.

2. Type E6 uplight located under covered courtyard only with minimum 10'-0" set back from sky edge. Fixture has soft diffusing lens with nominal 11 delivered lumens. Final locations and quantity to be coordinated with landscape paving and will comply with Ketchum ID Lighting Ordinance Chapter 17.132.020 Dark Skies Criteria Section H.

3. Type E7 uplight located under covered courtyard only and adjacent to wood slats. Closest proximity to open sky edge is approximately 35'-0". Fixture has a shielded narrow beam with nominal 65 delivered lumens. Final locations and quantity to be coordinated with landscape paving and will comply with Ketchum ID Lighting Ordinance Chapter 17.132.020 Dark Skies Criteria Section H.

# EXTERIOR LIGHTING FIXTURE CUTSHEETS

## TYPE E1 - TERRACES

LED recessed ceiling downlight - narrow beam

BEGA

### Application

Designed for down lighting atriums, canopies, passages, and other interior and exterior locations featuring a symmetrical narrow beam light distribution.

### Materials

Luminaire housing constructed of die-cast marine grade, copper free (≤0.3% copper content) A360.0 aluminum alloy  
Clear safety glass  
Reflector made of pure anodized aluminum  
High temperature silicone gasket  
Stainless steel screw clamps  
Ceiling mounted driver enclosure constructed of aluminum

**NRTL** listed to North American Standards, suitable for wet locations

Protection class IP65

Weight: 0.5 lbs

### Electrical

Operating voltage 120-277VAC  
Minimum start temperature -30° C  
LED module wattage 4.2W  
System wattage 8W  
Controllability 0-10V dimmable  
Color rendering index Ra > 90  
Luminaire lumens 327 lumens (3000K)  
Lifetime at Ta = 15° C >500,000 h (L70)  
Lifetime at Ta = 25° C 159,000 h (L70)

### LED color temperature

- 4000K - Product number + **K4**
- 3500K - Product number + **K35**
- 3000K - Product number + **K3**
- 2700K - Product number + **K27**

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

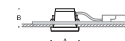
### Finish

All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.

Available colors  Black (BLK)  White (WHT)  RAL:  
 Bronze (BRZ)  Silver (SLV)  CUS:

Type:  
BEGA Product:  
Project:  
Modified:

Mounting options  
 CP Ceiling pan



LED recessed ceiling downlight - narrow beam

LED	β	A	B
55921	4.2W	27°	3 1/4 2 1/2

β = Beam angle

BEGA 1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0533 info@bega-us.com

Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us.com Updated 01/10/18

## TYPE E2 - COURTYARD CEILING

F.O.T.™ Flex Focus Optics Technology (F.O.T.™)



### Features

F.O.T.™ IP67 is a collection of high performance precision optics distinguished by its industry leading size to efficacy ratio and ability to seamlessly interconnect. F.O.T.™ IP67 allows for surface mount solutions for beam control in wall washing, grazing, spot and asymmetric distributions for limitless design scenarios.

### Mounting

FOT Flex strip is equipped with adhesive tape.

### Applications

Outdoor / wet location, above cabinet, cove lighting, counter & architectural accents, under banisters, decks, gazebos, barbecue stations and wet bars.

### IP67 Rated

Deemed fit enough to withstand dust dirt and sand, and are resistant to submersion up to a maximum depth of 1m depth for up to 30 mins.

Operating Voltage 24 VDC

Life (L70) 50,000 Hours

Operating Temperature -20°C to 50°C

Warranty 3 years

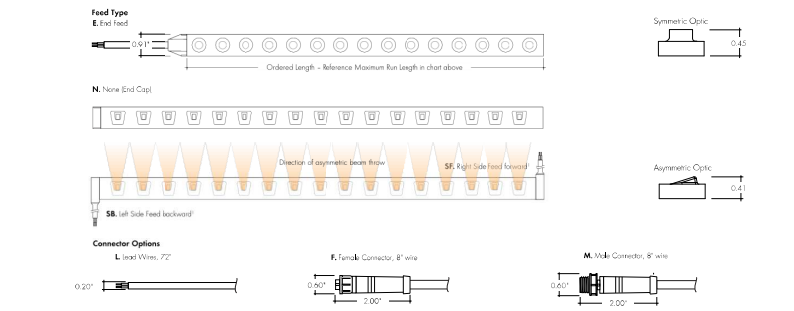


### Technical Information

Model	Narrow		Asymmetric	
	SO	HO	SO	HO
Light Output (3000K)	415 lm/ft	625 lm/ft	310 lm/ft	557 lm/ft
Average Power Consumption (for a 4" section)	4.8 W/ft	5.8 W/ft	4.8 W/ft	5.2 W/ft
Efficacy	86 lm/W	106 lm/W	65 lm/W	108 lm/W
Ordering Increment (in)	6.5"			
Max Strip Length (ft)	16 ft	13.5 ft	16 ft	16 ft
Max Run Length (in series)	20 ft	16 ft	20 ft	18 ft
Minimum Bending Radius	4.0"			

CCT	Multiplier (referenced from 3000K)			TM-30		
	CRI	R <sub>f</sub>	R <sub>g</sub>	R <sub>f</sub>	R <sub>g</sub>	R <sub>p</sub>
2700K	0.92	95	91	98	55	
3000K	1.00	95	91	100	59	
3500K	1.04	94	91	102	64	
4000K	1.04	94	91	102	68	

### Section Start/End Options



### Ordering Code - 6 weeks typical lead time for F.O.T. strip

MODEL	OPTICS	OUTPUT	CCT	LEFT SIDE	LEFT TYPE	LEFT CONNECTOR	RIGHT SIDE	RIGHT TYPE	RIGHT CONNECTOR	LENGTH (ft)
FOT-107 FLEX	NA-Narrow AS-Asymmetric	SO-Standard HO-High	27K-2700K 30K-3000K 35K-3500K 40K-4000K	L	E-End feed SF-Side feed forward? SB-Side feed backward? N-Now (end cap)?	M-None F-Female L-Lead wires N-No feed?	R	E-End feed SF-Side feed forward? SB-Side feed backward? N-Now (end cap)?	M-None F-Female L-Lead wires N-No feed?	View table above for connector options, max strip length, finish, and more connector types.

\*Side feeds are not available for the wide with emission, and only for F.O.T. strip only.  
?None and No feed options may not be available for used together (N/F or N/S).

REV2.7 06/4/2022

page 1 of 10

www.lumina.com tel: 224-333-0333

## TYPE E3 - BUILDING ENTRY POINTS

LED wall luminaires - symmetrical light distribution

BEGA

### Application

LED wall luminaires with symmetrical light distribution designed for general illumination of pathways, plazas and building entrances.

### Materials

Luminaire housing constructed of die-cast marine grade, copper free (≤0.3% copper content) A360.0 aluminum alloy  
Matte safety glass  
Reflector made of pure anodized aluminum  
Silicone applied robotically to casting, plasma treated for increased adhesion  
High temperature silicone gasket  
Mechanically captive stainless steel fasteners

**NRTL** listed to North American Standards, suitable for wet locations

Protection class IP65

Weight: 4.0 lbs

### Electrical

Operating voltage 120-277VAC  
Minimum start temperature -30° C  
LED module wattage 8.9W  
System wattage 11.0W  
Controllability 0-10V dimmable  
Color rendering index Ra > 80  
Luminaire lumens 938 lumens (3000K)  
Lifetime at Ta = 15° C 190,000 h (L70)  
Lifetime at Ta = 50° C 165,000 h (L70)

### LED color temperature

- 4000K - Product number + **K4**
- 3500K - Product number + **K35**
- 3000K - Product number + **K3**
- 2700K - Product number + **K27**

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

### Finish

All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.

Available colors  Black (BLK)  White (WHT)  RAL:  
 Bronze (BRZ)  Silver (SLV)  CUS:

Type:  
BEGA Product:  
Project:  
Modified:



LED wall luminaire - symmetrical light distribution

LED	A	B	C
24218	8.9W	8	3 1/4

BEGA 1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0533 info@bega-us.com

Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us.com Updated 02/06/18



# EXTERIOR LIGHTING FIXTURE CUTSHEETS

## TYPE E4 - GARAGE ENTRY

ACCOLADE | ALD3ST | SUSPENDED | SURFACE | WALL



### ALD3ST

Direct - Suspended - Surface - Wall

ALD3ST combines clean lines with high performance direct distribution, for a functional and aesthetically pleasing slim profile.

#### Replacement of ACCOLADE - D3

- Unique patterns with fully lit corners and intersections possible with Design Assist.
- Individual units and continuous runs in exact lengths.
- Adjustable mounting options for ease of installation.
- Custom color options.
- Quicksip nominal options.

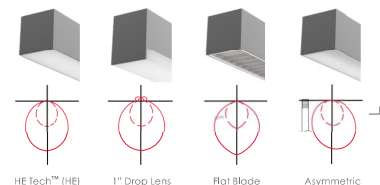


#### PERFORMANCE

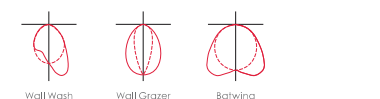
OUTPUT	OPTICS	NOMINAL		
		LUMEN OUTPUT	INPUT WATTS	EFFICACY
LH (Imp)	HE Tech™	1114 lm/ft	9.8 W/ft	114 lm/W
	1" Drop Lens	926 lm/ft	9.8 W/ft	94 lm/W
	Flat Blade Louvers	990 lm/ft	9.8 W/ft	101 lm/W
LS (Standard)	HE Tech™	575 lm/ft	4.8 W/ft	120 lm/W
	1" Drop Lens	478 lm/ft	4.8 W/ft	102 lm/W
	Flat Blade Louvers	511 lm/ft	4.8 W/ft	106 lm/W

Based on classic white 2x4 HE lens fixtures. For the complete photometric data of this fixture refer to page 6.

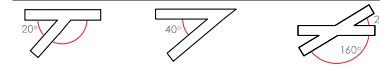
#### DOWNLIGHT LENS OPTIONS



#### OTHER OPTIONS



#### MULTIPLE INTERSECTIONS AND CORNERS OPTIONS



a·light

### ALD3ST - ACCOLADE | SPECIFICATION

PERFORMANCE AT 3500K

OUTPUT	OPTICS	NOMINAL		
		LUMEN OUTPUT	INPUT WATTS	EFFICACY
LH (Imp)	HE Tech™	1114 lm/ft	9.8 W/ft	114 lm/W
	Asymmetric Wisp	972 lm/ft	9.8 W/ft	99 lm/W
	1" Drop Lens	926 lm/ft	9.8 W/ft	95 lm/W
LS (Standard)	HE Tech™	575 lm/ft	4.8 W/ft	119 lm/W
	Asymmetric Wisp	469 lm/ft	4.8 W/ft	98 lm/W
	1" Drop Lens	478 lm/ft	4.8 W/ft	100 lm/W
	Flat Blade Louver*	511 lm/ft	4.8 W/ft	106 lm/W

\*Custom color options available. Minimum 1000' of fixture length. Minimum 100' of fixture length for continuous output and wallgraze. For the complete photometric data of this fixture and/or other white CCT go to page 4. \*Flat Blade Louvers calculated using the aluminum finish.

#### ALD3ST

SERIES	LENGTH OR PATTERN TYPE	INTERSECTION TYPE	OUTPUT	LED CCT	LED CRI	VOLTAGE	DIRECT OPTICS
ALD3ST	Nominal Length*	IT "T" Intersection*	LH High Output	27 2700K	80+ CRI	U 120V-277V	HE HE Tech™
	Exact Length**	IX "X" Intersection*	LS Standard output	30 3000K	90+ CRI†	3 347V	KS Awash Kicker + WISP™
	PL "L" Shape***	IY "Y" Intersection**	CO 4000K	35 3500K		DL 1" Drop Lens*	LV Flat Blade Louvers**
	PU "U" Shape***		TW Tunable White†	40 4000K		FW Polycarbonate Flush WISP™	WW Direct Wall Wash
	PR Rectangle / Square***		CP Custom Pattern***			DW Dim-to-warm*	WG Direct Wall Grazer
							BW Direct Batwing Wide

MOUNTING	FINISH	DIMMING	EMERGENCY	SENSORS	OPTIONS
S Aircraft Cable*	T Titanium	D Standard 0-10V dimming*	EC Emergency -circuited*	OF Occupancy Sensor - Fixture	MRL 2" LED Downlight Module*
P Rigid Stem**	W White	D1 HiLume Ecosystems 1% duty	E Emergency -battery**	PF Photocell / Daylight Sensor - Fixture	R Right End cap Feed
PW Direct Wall Mount	B Black	D2 Phase dimming**		OFF Occupancy / Daylight Sensor - Fixture	L Left End cap Feed
M Mullion Blocks***	O Other*	D4 DALI dim-to-off (E-to-off)			K Notalorium Application***
H Horizontal Setoff Bracket****		NAIR nLight @AIR (dim-to-off)			Q Wet Location****
F Surface Mount****		NWIR nLight @Wire (dim-to-off)			MRI MRI
JS Partial Span		DO Dimming - Other***			

\*Specify in feet to the nearest foot (i.e. 23'). Specify in inches to the nearest 1/8" (i.e. 1/8", 1/4", 3/8", 1/2", 5/8", 3/4", 7/8").  
 \*\*Specify in inches to the nearest 1/8" (i.e. 1/8", 1/4", 3/8", 1/2", 5/8", 3/4", 7/8").  
 \*\*\*Specify in feet to the nearest 1/8" (i.e. 1/8", 1/4", 3/8", 1/2", 5/8", 3/4", 7/8").  
 \*\*\*\*Specify in feet to the nearest 1/8" (i.e. 1/8", 1/4", 3/8", 1/2", 5/8", 3/4", 7/8").  
 \*Specify in feet to the nearest 1/8" (i.e. 1/8", 1/4", 3/8", 1/2", 5/8", 3/4", 7/8").  
 \*\*Specify in inches to the nearest 1/8" (i.e. 1/8", 1/4", 3/8", 1/2", 5/8", 3/4", 7/8").  
 \*\*\*Specify in feet to the nearest 1/8" (i.e. 1/8", 1/4", 3/8", 1/2", 5/8", 3/4", 7/8").  
 \*\*\*\*Specify in feet to the nearest 1/8" (i.e. 1/8", 1/4", 3/8", 1/2", 5/8", 3/4", 7/8").  
 \*Specify in feet to the nearest 1/8" (i.e. 1/8", 1/4", 3/8", 1/2", 5/8", 3/4", 7/8").  
 \*\*Specify in inches to the nearest 1/8" (i.e. 1/8", 1/4", 3/8", 1/2", 5/8", 3/4", 7/8").  
 \*\*\*Specify in feet to the nearest 1/8" (i.e. 1/8", 1/4", 3/8", 1/2", 5/8", 3/4", 7/8").  
 \*\*\*\*Specify in feet to the nearest 1/8" (i.e. 1/8", 1/4", 3/8", 1/2", 5/8", 3/4", 7/8").

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 ALIGHTS.COM | REV. 2.4 2022/01/11

#### PROJECT INFORMATION

Project Info: \_\_\_\_\_ Date: \_\_\_\_\_  
 Type: \_\_\_\_\_ Quantity: \_\_\_\_\_

Need help? Don't see what you need?  
 Please reach out to our factory for any specific request or questions you have. Our talented Design Assist team at [designassist@alight.com](mailto:designassist@alight.com)

## TYPE E5 - UNDER BENCH

F.O.T.™ Flex | Focus Optics Technology (F.O.T.™)



#### Features

F.O.T.™ IP67 is a collection of high performance precision optics distinguished by its industry leading size to efficacy ratio and ability to seamlessly interconnect. F.O.T.™ IP67 allows for surface mount solutions for beam control in wall washing, grazing, spot and asymmetric distributions for limitless design scenarios.

#### Mounting

FOT Flex strip is equipped with adhesive tape.

#### Applications

Outdoor / wet location, above cabinet, under banisters, docks, gazebos, barbecue stations and wet bars.

#### IP67 Rated

Deemed fit enough to withstand dust and sand, and are resistant to submersion up to a maximum depth of 1m depth for up to 30 mins.

Operating Voltage: 24 VDC

Operating Temperature: -20°C to 50°C

Life (L70): 50,000 Hours

Warranty: 3 years

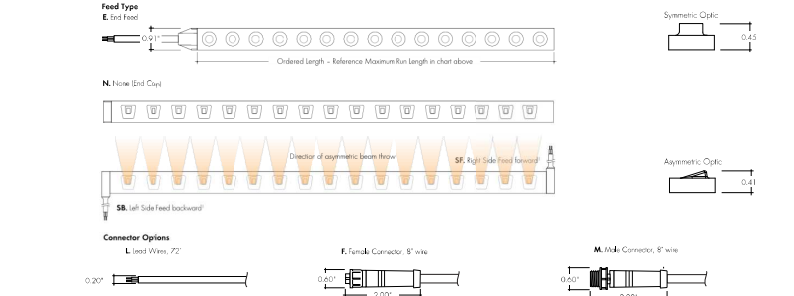


#### Technical Information

Model	Narrow		Asymmetric	
	SO	HO	SO	HO
Light Output (3000K)	415 lm/ft	625 lm/ft	310 lm/ft	557 lm/ft
Average Power Consumption (for a 4' section)	4.8 W/ft	5.8 W/ft	4.8 W/ft	5.2 W/ft
Efficacy	86 lm/W	106 lm/W	65 lm/W	108 lm/W
Ordering Increment (in)	6.5"			
Max Strip Length (ft)	16 ft	13.5 ft	16 ft	16 ft
Max Run Length (ft. series)	20 ft	16 ft	20 ft	18 ft
Minimum Bending Radius	4.0'			

CCT	Multiplier (referenced from 3000K)	TM-30		
		R <sub>f</sub>	R <sub>g</sub>	R <sub>g</sub>
2700K	0.92	95	91	98
3000K	1.00	95	91	100
3500K	1.04	94	91	102
4000K	1.04	94	91	102

#### Section Start/End Options



#### Ordering Code

MODEL	OPTICS	OUTPUT	CCT	LEFT SIDE	LEFT TYPE	LEFT CONNECTOR	RIGHT SIDE	RIGHT TYPE	RIGHT CONNECTOR	LENGTH (ft)
FOT-DCF-FLEX	NA-Narrow	SO-Standard	27K-2700K	L	E-End feed	M-Male	R	E-End feed	M-Male	View table above for increment options, see strip length, feet, and max run lengths.
	AS-Asymmetric	HO-High	30K-3000K		SF-Side feed forward†	F-Female		SF-Side feed forward†	F-Female	
			35K-3500K		SB-Side feed backward†	L-Left series		SB-Side feed backward†	L-Left series	
			40K-4000K		N-Narrow (end cap)†	N-No feed†		N-Narrow (end cap)†	N-No feed†	

† Side feeds are incompatible. This model with emissions, available by F.O.T. strip only.  
 ‡ These end feed fixtures must be used together (left or right).

REV. 2 / 06/2022

page 1 of 10

www.lumina.com | tel: 224-333-6033

RUSHING | lighting design

The Perry  
 Exterior Lighting Design

### TYPE E6 - COVERED COURTYARD MARKERLIGHT

## SATURN MINI

Miniature Direct View Mini Inground LED Marker Light

**Concept:** Miniature direct view mini recessed ingrade marker light.

**Materials:** Milled anodized polished aluminum body.

**Trim:** Front made entirely of screen-printed, opal white 4mm thick glass. Fixture suitable for use in marine grade environments.

**Optic:** High Efficiency LED Emitter. Precision optic system with PMMA lenses for the wide flood version.

**Mounting:** Recessed mounting with installation sleeve (required).

**Installation:** Flush installation sleeve with adjustable collar for precision finished floor mounting or raised installation mounting. Pre-cabled with 2ft direct burial 18-2ga cable for connection to remote power supply.

**Power Supply:** Remote Class 2 120V-277VAC power supply required, ordered separately.

**Wattage:** 3W

**Color Temperature:** 3000K / 4000K

**CR:** Ra84

**Delivered Lumens:** 3000K 4000K

Wide Flood (22") = 11Lm 12Lm

**Lumen Maintenance (L70):** 50,000hrs

Calculation for LED fixtures are based on measurements that comply with IES LM-80.

**Voltage:** 24VDC

**IP Rating:** IP67 rated

**Load Rating:** Resistant to static loads up to 4,496lbs in flush mounted cement and pavement installations.

**Certifications:** cULus Class 2 Wet Location Listed

Tested in accordance with LM-79-08

Energy efficient for California installations.

**Warranty:** 5 year limited warranty

\*Not to be in direct contact with salt for extended periods of time or used with corrosive agents.




PRODUCT CODE	DRIVER	LENS	WATTAGE	COLOR TEMP	VOLTAGE	INSTALLATION	POWER SUPPLY
SAM - SATURN Mini	RP - Remote Driver	WF - Wide Flood (22")	L1 - 3W	30 - 3000K 40 - 4000K	24 - 24VDC	Required (See Installation Options)	Required (See Power Supply Options)

**Views**


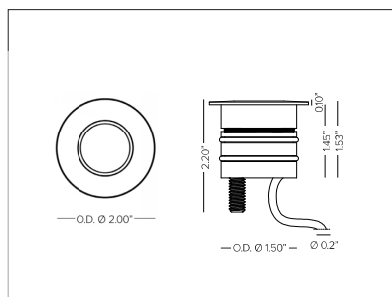


Targett USA - A Targett Group Company - 750-A W. 17th St. Costa Mesa, CA 92627 - Phone (714) 513-1991 - Email targettusa@targett.com - targettusa.com - 6.18.21 - Page 1 of 5


### TYPE E7 - COVERED COURTYARD UPLIGHT GRAZER

## JUPITER MINI

Professional Compact Inground LED Fixture

JUPITER MINI shown in brushed natural finish.



**CONCEPT**  
Miniature recessed LED fixture.

**MECHANICAL CHARACTERISTICS**

**Housing:** 2.00" Dia. X 1.50" H

**Materials:** Milled anodized aluminum marine grade cathaphoresis\* body with Passive cooling system. AISI316L stainless steel trim ring with beveled edge and extra clear glass lens.

**Finish:**  Brushed Natural  Bronze PVD\*  Black PVD\*

\*Physical Vapor Deposition.

**Power Connection:** Pre-cabled with 2ft direct burial 18ga 2 conductor cable for connection to remote power supply.

**Mounting:** Semi-flush recessed ingrade / surface wall mounting installation sleeve required, see available options.

**Weight:** 0.33lbs

**Protection:** IP68\*/IP69K

**Impact:** IK10

**Load:** Resistant to static loads up to 4,496lbs in flush mounted cement and pavement installations.

**CERTIFICATIONS**  
cULus Class 2 Wet Location Listed E479873.  
Tested in accordance with LM-79-08.  
Compliant for California installations.  
RoHS3 EU 215.963

**WARRANTY**  
5 year limited warranty.  
\*Fixture body complete with marine grade cathaphoresis suitable for use in marine grade environments. Stainless steel trim will need to be maintained and cleaned regularly to avoid mineral deposits. Not to be in direct contact with salt or corrosive agents for extended periods of time.  
\*Temporary immersion up to 24 hours at a max depth of 2 meters. Installation of fixture requires proper drainage to prevent any standing water. Should not be used for permanent submersion.

**ELECTRICAL CHARACTERISTICS**

**Power Supply:** Remote Class 2 120V-277V AC power supply required, see available options.

**Wattage:** 3W

**Voltage:** 24V DC

**SOURCE**  
High efficiency LED Chip on Board.

TM30	CCT (Nominal)	CRI	Rf	Rg	SDCM
	2700K	90	92	99	2
	3000K	90	92	101	2
	3500K	90	90	98	2
	4000K	90	90	98	2

**OPTIC**  
Precision optic system with PMMA lenses for the spot, flood and wide flood versions with a light cut system integrated into the front glass.

Beam	SP 21°	FL 39°	WFL 53°
<b>Delivered Lumens 2700K</b>	94Lm	88Lm	86Lm
<b>3000K</b>	101Lm	95Lm	93Lm
<b>4000K</b>	108Lm	102Lm	101Lm

Data represents max output, version only, refer to photometric section for all fixture variations.  
For 3500K lumen values use multiplier of 1.02 from 3000K.

**Efficacy:** 40Lm/W max. Refer to photometric graphs for specific values.

**Lifetime:** L80/B10 >100,000hrs at max Tq +25°C

**Photobiological Classification:** Low risk safety RG1

Targett USA 3F Fillipi Targett Group Company 750-A W. 17th St. Costa Mesa, CA 92627 (714) 513-1991 targettusa.com rev. 08.08.22 pg. 1 of 8

### TYPE E8 - LANDSCAPE ORB

Garden luminaire with earth spike

**Application**  
Portable LED luminaires for the private home and garden. These unshielded luminaires create a pleasant light effect and are provided with an earth spike for portability.

**Materials**  
Luminaire housing constructed of reinforced polyamide with earth spike  
Three-ply opal glass with screw neck  
High temperature silicone gasket

**NRTL** listed to North American Standards, suitable for wet locations  
Protection class IP65  
Weight: 2.6lbs

**Electrical**

Operating voltage	Magnetic 12V AC
Minimum start temperature	-40° C
LED module wattage	1.9W
System wattage	2.5W
Color rendering index	Ra > 80
Luminaire lumens	245 lumens (3000K)
LED service life (L70)	60,000 hours

**LED color temperature**

4000K - Product number + **K4**

3500K - Product number + **K35**

3000K - Product number + **K3**

2700K - Product number + **K27**

Amber - Product number + **AMB**

**Wildlife friendly amber LED - Optional**  
Luminaire is optionally available with a narrow bandwidth, amber LED source (585-600nm) approved by the FWC. This light output is suggested for use within close proximity to sea turtle nesting and hatching habitats. Electrical and control information may vary from standard luminaire.


LED module wattage 2.1W (Amber)  
System wattage 2.9W (Amber)  
Luminaire lumens 92 lumens (Amber)

**BEGA** can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

**Finish**  
Synthetic housing provided in standard BEGA Graphite. Custom colors not available.

**Available Accessories**

**536** 300VA 12AC Transformer  
See individual accessory spec sheet for details.



	LED	A	B	C
<b>55030</b>	1.9W	5%	10%	7%

**BEGA** 1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0533 info@bega-us.com

Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us.com. © copyright BEGA 2019. Updated 03/19

EXTERIOR LIGHTING FIXTURE CUTSHEETS

**TYPE E9 - PLANTER STEP LIGHT**

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**TARGETTI**

**SATURN MINI**  
Miniature Direct View Mini Inground LED Marker Light

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**Concept:** Miniature direct view mini recessed ingrade marker light.  
**Materials:** Milled anodized polished aluminum body.  
**Trim:** Front made entirely of screen-printed, opal white 4mm thick glass. \*Fixture suitable for use in marine grade environments.  
**Optic:** High Efficiency LED Emitter. Precision optic system with PMMA lenses for the wide flood version.  
**Flood version:**  
**Mounting:** Recessed mounting with installation sleeve (required).  
**Installations:** Flush installation sleeve with adjustable collar for precision finished floor mounting or raised installation mounting. Pre-cabled with 2ft direct burial 18-2ga cable for connection to remote power supply.  
**Power Supply:** Remote Class 2 120V/277VAC power supply required, ordered separately.  
**Wattage:** 3W  
**Color Temperature:** 3000K / 4000K  
**CRI:** Ra>94  
**Delivered Lumens:** 3000K 4000K  
 Wide Flood (22) = 11Lm 12Lm  
**Lumen Maintenance (L70):** 50,000hrs  
 Calculation for LED fixtures are based on measurements that comply with IES LM-80.  
**Voltage:** 24VDC  
**IP Rating:** IP67 rated  
**Load Rating:** Resistant to static loads up to 4,496lbs in flush mounted cement and pavement installations.  
**Certifications:** cULus Class 2 Wet Location Listed  
 Tested in accordance with UL79-08  
 Energy efficient for California installations.  
**Warranty:** 5 year limited warranty  
\*Not to be in direct contact with soil for extended periods of time or used with concrete, etc.




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PRODUCT CODE	DRIVER	LENS	WATTAGE	COLOR TEMP	VOLTAGE	+	INSTALLATION	+	POWER SUPPLY
SAM - SATURN Mini	RP - Remote Driver	WF - Wide Flood (22)	L1 - 3W	30 - 3000K 40 - 4000K	24 - 24VDC		Required (See Installation Options)		Required (See Power Supply Options)

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Views




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Targetti USA - A Targetti Group Company - 750-A W. 17th St. Costa Mesa, CA 92627 - Phone (714) 513-8911 - Email targettiusa@targetti.com - targettiusa.com - 618.21 - Page 1 of 5

**SIGNAGE CALCULATION - RETAIL SPACES**

Maximum square footage for signage per proposed retail space is calculated based on requirements for Projecting and Wall Signage, City Code Ordinance 17.125.050 - Sign Specification Matrix:

**Projecting:** A minimum of 8' of clearance to grade required for the lowest portion of the projecting sign. The top of sign shall be located below the windows on the second floor of the building.

Shall not extend more than 4' from the building. The maximum profile or thickness shall not exceed 6".

**Wall:** 1 sq. ft. of signage for every 3 linear feet of street frontage, not to exceed 60 sq. ft. Each street frontage with direct customer access is considered separately.

Reference elevations, 30-31

- 1** BUILDING SIGNAGE  
12" H X 8'-0" L (8 SQ. FT.)  
MOUNTED ABOVE ENTRY AT  
12' ABV. GRADE,  
LASER CUT STEEL,  
PUNCHED BACKLIT LETTERS



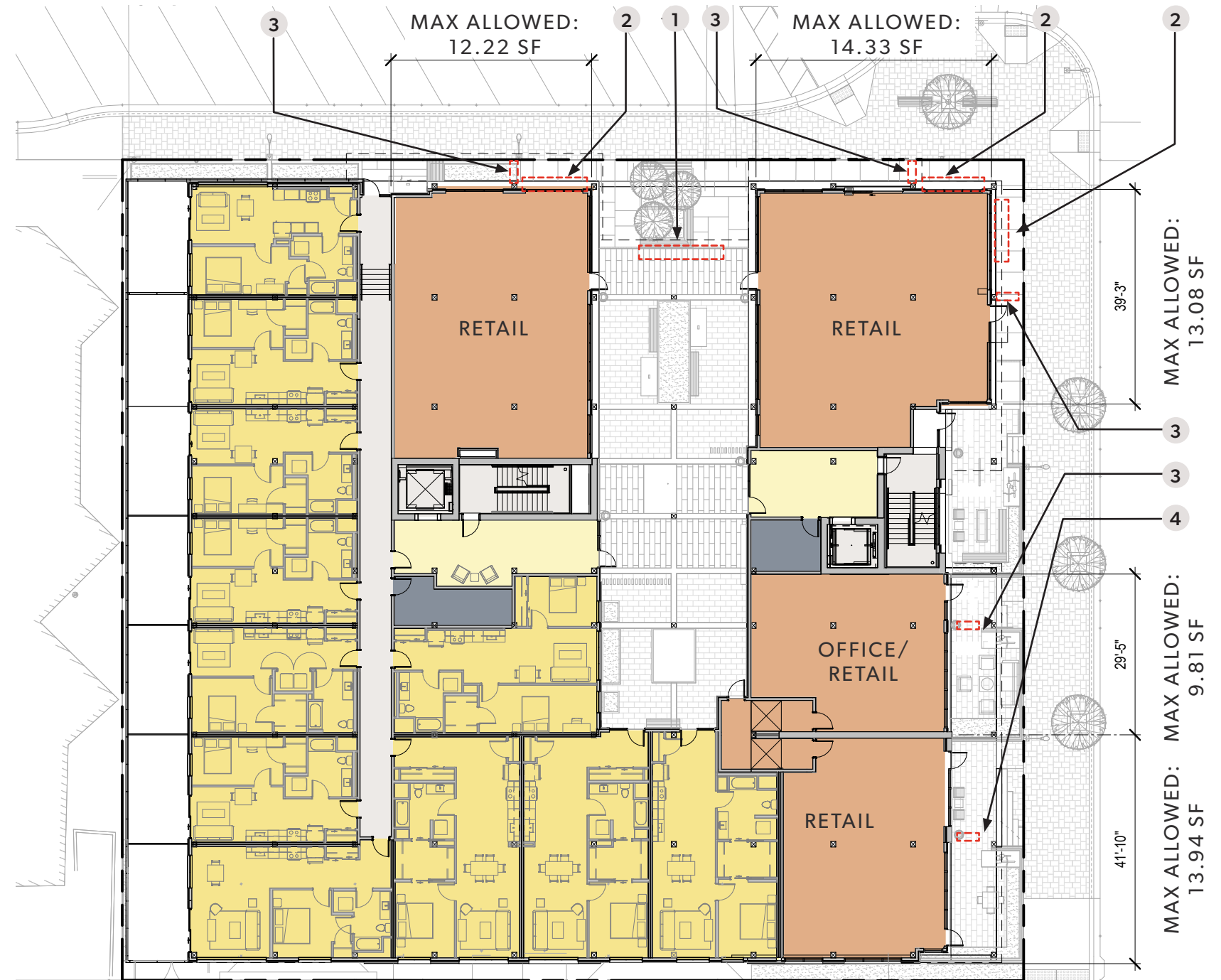
- 2** RETAIL SIGNAGE  
12" H X 8'-0" L (8 SQ. FT.)  
MOUNTED ABOVE ENTRY AT  
12' ABV. GRADE,  
LASER CUT STEEL,  
PUNCHED BACKLIT LETTERS



- 3** RETAIL SIGNAGE  
12" H X 12" L (1 SQ. FT.)  
MOUNTED BLADE SIGN  
PAINTED STEEL  
AT 12' ABV. GRADE



- 4** RETAIL SIGNAGE  
12" H X 12" L (1 SQ. FT.)  
MOUNTED BLADE SIGN  
PAINTED STEEL  
AT 16' ABV. GRADE



SIGN SPECIFICATIONS MATRIX (SECTION 17.125.050)					
CC, T, T-3000, T-4000, LI-1, LI-2,, AMD LI-3 DISTRICTS					
SIGN TYPES	MAXIMUM AREA/SIZE	MAXIMUM HEIGHT	SETBACK/LOCATION	MAXIMUM NUMBER	SPECIAL PROVISIONS
PROJECTING	DETERMINED BY HEIGHT, CLEARANCE AND PROJECTION PARAMETERS	A MINIMUM OF 8' OF CLEARANCE TO GRADE REQUIRED FOR THE LOWEST PORTION OF THE PROJECTING SIGN. THE TOP OF SIGN SHALL BE LOCATED BELOW THE WINDOWS ON THE SECOND FLOOR OF THE BUILDING.	N/A	1 PER STOREFRONT ENTRANCE	SHALL NOT EXTEND MORE THAN 4' FROM THE BUILDING. THE MAXIMUM PROFILE OR THICKNESS SHALL NOT EXCEED 6"
WALL	1 SQ. FT. OF SIGNAGE FOR EVERY 3 LINEAR FEET OF STREET FRONTAGE, NOT TO EXCEED 60 SQ. FT. EACH STREET FRONTAGE WITH DIRECT	SHALL NOT EXTEND ABOVE THE LOWEST PORTION OF A FLAT ROOF, THE TOP OF A PARAPET WALL, OR ABOVE THE EAVES	N/A	EACH INDIVIDUAL PERMITTED COMMERCIAL USE IS LIMITED TO 2 SIGNS THAT ARE PARALLEL TO THE STREET	ANY BUILDING FAÇADE SHALL NOT HAVE A WALL SIGN MORE THAN 40% OF

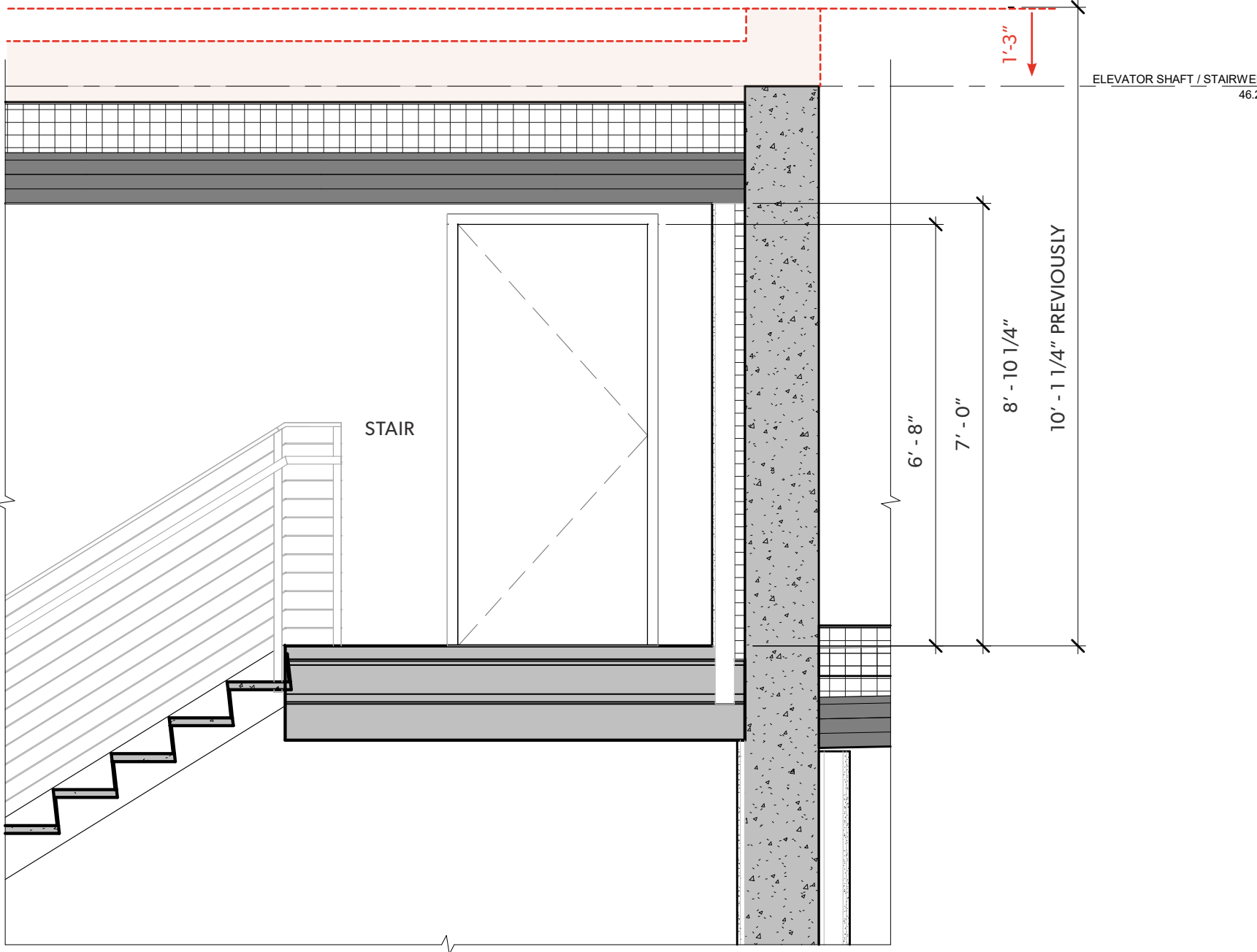
STAIR TOWER AND ELEVATOR RUN

Pre-App P&Z Hearing Comment:

Chairman Morrow recommended that the applicant soften the brutal appearance of the oversized stairwell and elevator overrun feature. Commissioner Moczygamba disagreed and commented that the design of this feature effectively breaks up the mass of the building along 4th Street.

Response:

The stair tower intentionally helps to break up the mass along 4th Street to provide articulation of the facade, however some refinement to the proportions have been addressed. The overall height has been decreased, and the glazing and metal cladding extents are larger in order to minimize the overall bulk of the concrete mass.



SECTION AT PROPOSED STAIR TOWER



## STAIR TOWER AND ELEVATOR RUN



## EXPLORATION 1

To explore ways to reduce the scale of the stair tower, we studied switching which stair tower provides roof access. Lowering the stair tower height still exposes the elevator overrun from 4th Street, which looks more accidental than intentional. This also exposes the stair with roof access from 1st Ave.



## EXPLORATION 2

We explored ways of reducing the concrete bulk of the stair tower by raising the glazing. The proportions are not ideal, and the loss of concrete loses the impact of the stair tower grounding the overall building.



## EXPLORATION 3

Without increasing the amount of concrete at the stair tower, we explored decreasing the amount of glazing. The proportions are off, with too much metal cladding and less visibility of activity from the exterior.

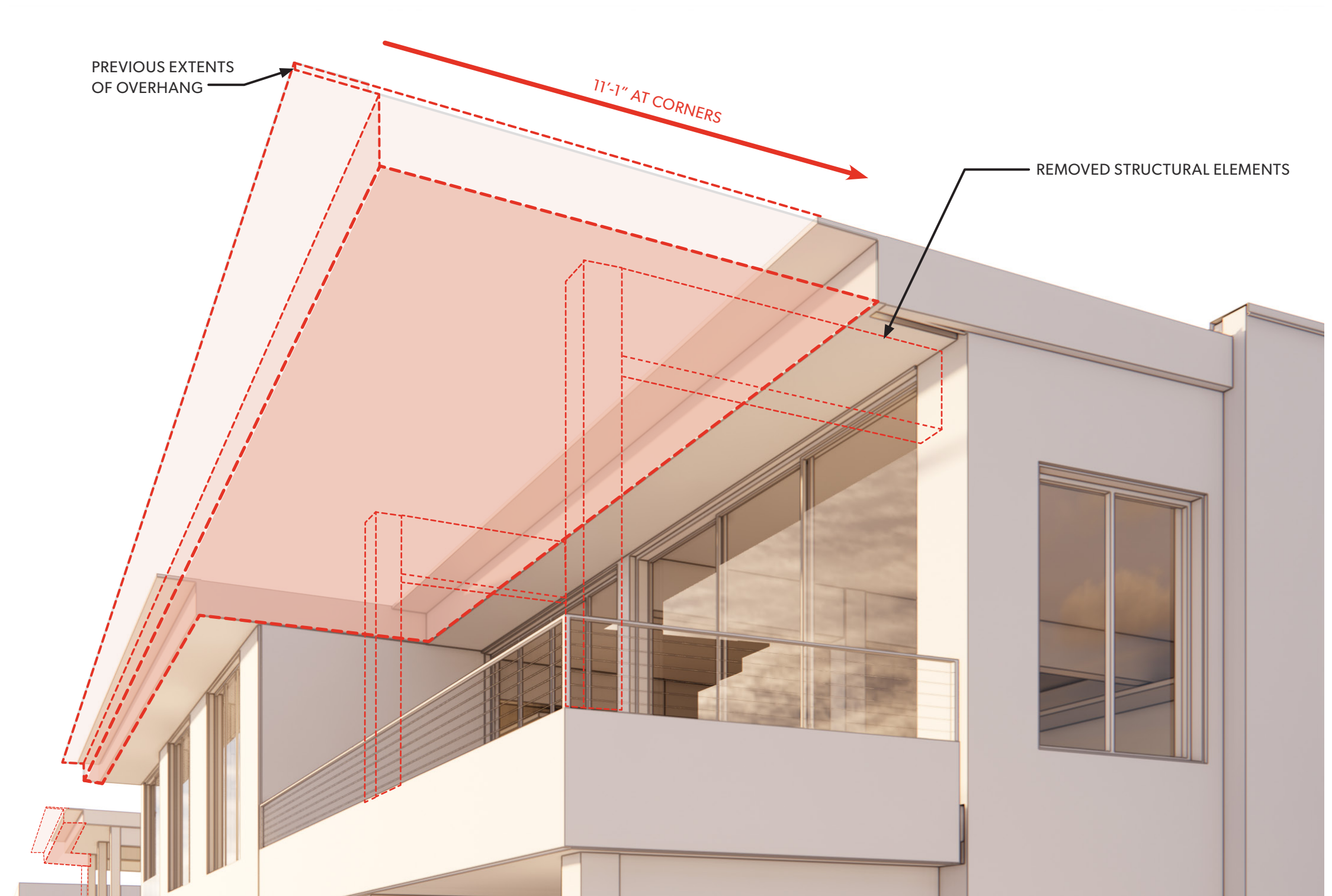
## ROOF OVERHANGS

## Pre-App P&amp;Z Hearing Comment:

The Commission commented that the roof overhangs along 1st Avenue contribute to the perceived mass of the mixed-use building. Commissioner Cordovano commented that these pitched roof overhangs can create snow cornices during winter that create safety hazards for pedestrians on the sidewalk below. Commissioner Chairman Morrow suggested the applicant consider modifying the black steel trim proposed along these pitched roof projections to soften their visual appearance.

## Response:

The extent of overhangs along 1st Avenue has been diminished to reduce the perceived mass along the frontage. These roofs are pitched away from the sidewalk toward the center of the building to limit the opportunity for snow cornices to form at the edge.



PROPOSED SHORTER AND VARIED OVERHANGS ALONG 1ST AVENUE

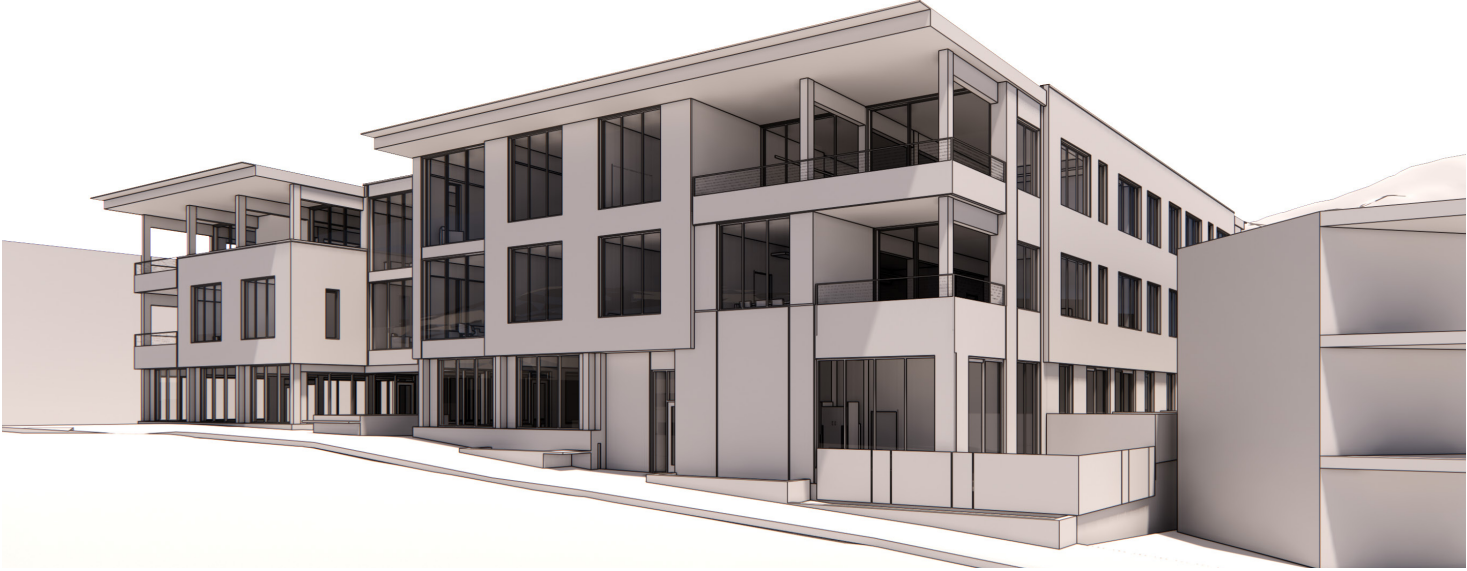
ROOF OVERHANGS



NEW PROPOSED ROOF OVERHANGS ALONG 1ST AVE



PREVIOUSLY PROPOSED DESIGN



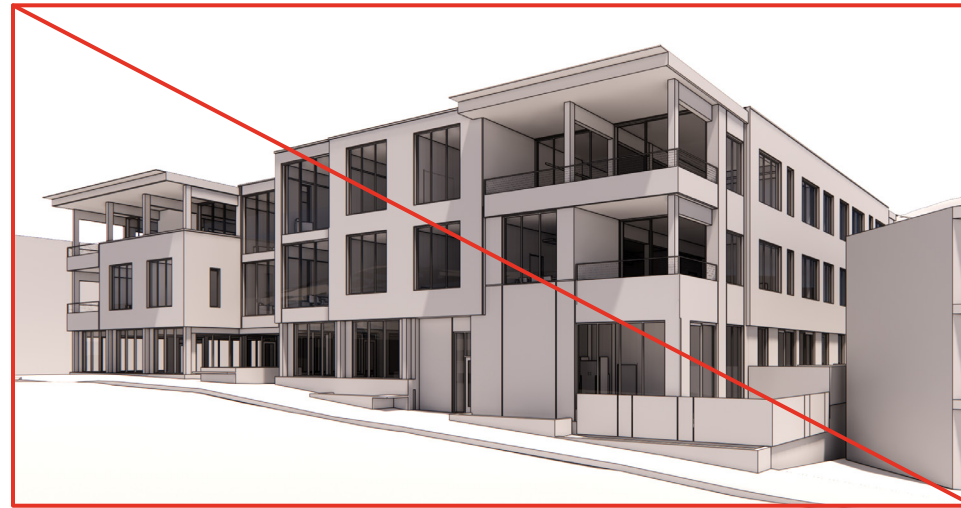
ORIGINAL DESIGN

ROOF OVERHANGS



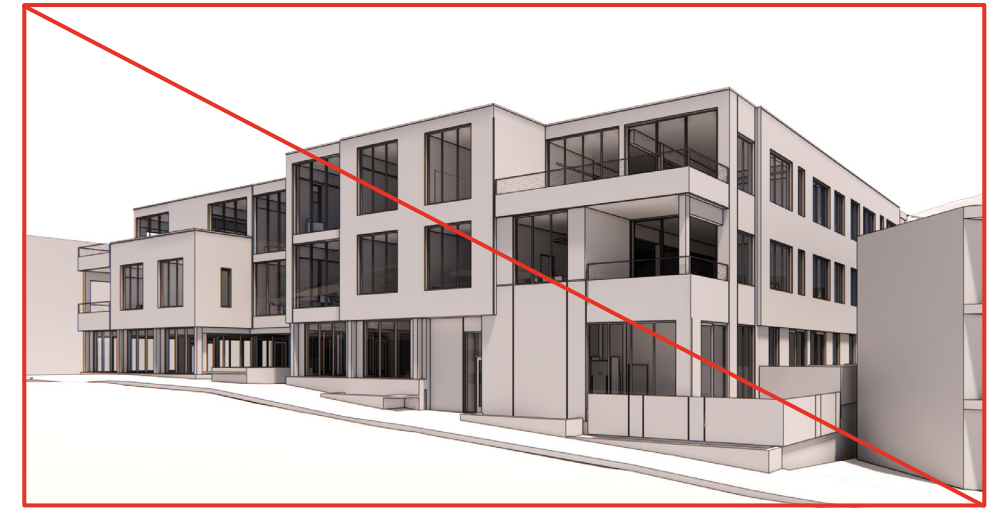
EXPLORATION 1

We explored lightening the fascia material on the overhangs with a color that complemented the wood siding proposed on the project. This makes the overhang feel disconnected from the building mass and stand out more.



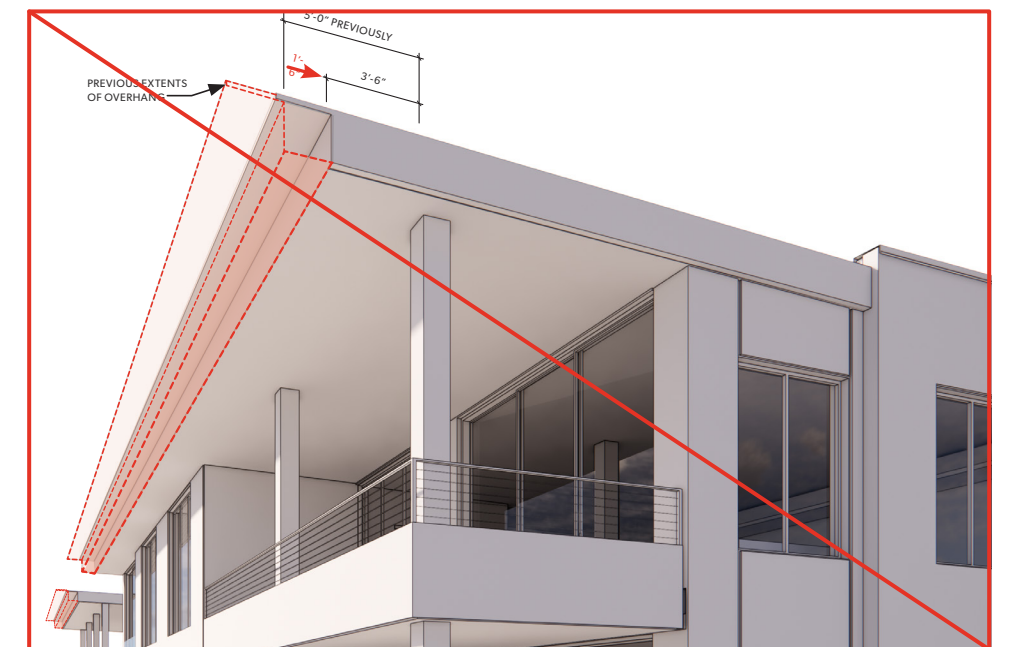
EXPLORATION 2

We explored providing various roof forms along 1st Avenue and integrating a flat roof. This results in a less effective form by breaking up the overhang and loses cohesion of the overall composition along this frontage.



EXPLORATION 3

We explored an option in which we removed the overhang along 1st Avenue in its entirety. This poorly responds to the climate by not providing covered outdoor space and results in more modernist rectilinear forms that do not respond to the community context.



EXPLORATION 4

We explored a short reduction of the roof overhang along 1st Avenue.

## COURTYARD ROOF PLANE

## Pre-App P&amp;Z Hearing Comment:

Commissioner Moczygemba appreciated the interior courtyard's 15-foot-setback along 1st Avenue but commented that the uniform roof plane diminished the effectiveness of this carve in the building mass. She recommended that the applicant adjust the interior courtyard's roof plane to vary the design and height of the roof plane along 1st Avenue and further break up the building's bulk and mass.

## Response:

The setback of the floors and roof above the courtyard effectively provides relief to the overall massing of the building. The roof overhangs have been reduced significantly at both corners of the building, providing a more prominent pattern of offsets to the roofline. Viewed from various perspectives at street level a varied roofline is created reflective of the building's massing setbacks.



STREET VIEW ALONG 1ST AVENUE

MONOLITHIC WALL

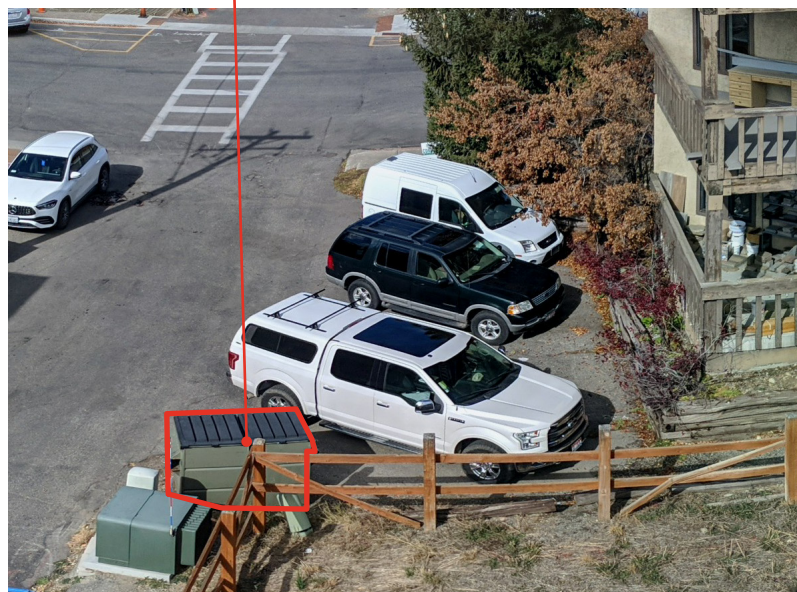
Pre-App P&Z Hearing Comment:

The Commission requested that the applicant provide an exhibit that shows the design of the exposed portion of the west interior side elevation that outlines the adjacent Westside Office Condominium building.

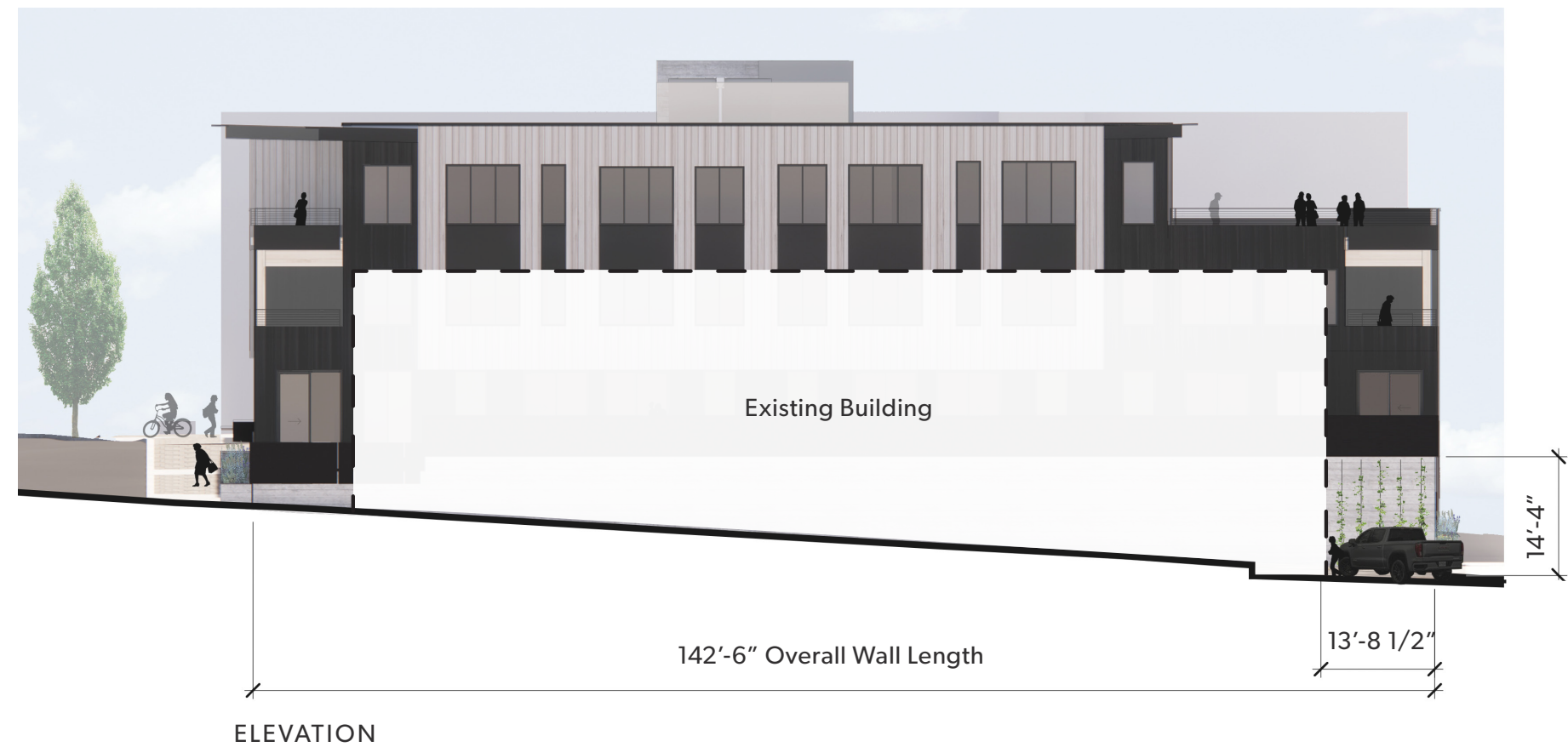
Response:

The board form concrete wall is partially below grade and is largely covered by the existing adjacent condominium. The small portion of the wall that is exposed will be partially covered from street view by parked vehicles in the condominium parking lot. The intent is to provide Virginia Creeper vines on a cable trellis along the exposed portion of wall to soften its appearance.

Adjacent condominium's trash will remain



EXISTING CONDITIONS AT AREA OF CONCERN



ALLEY UNDULATION

Pre-App P&Z Hearing Comment:

Commissioner Moczygemba commented that the south elevation of the mixed-use building along the alley appears flat and monolithic. The Commission recommended that the applicant incorporate scaling devices, such as horizontal floor setbacks, vertical wall steps, or other changes in the facade plane, and add more exterior material differentiation to break up the building mass and add visual interest to the design of the mixed-use building at the south elevation along the alley.

Response:

The wood cladding has been furred out by an additional 3" at the alley side to create more depth between the wood and metal cladding.

The south facade otherwise utilizes all three exterior finishes that are incorporated in the project: Board-form concrete, metal plate, and wood cladding.

Because of the various decks expressed on this facade, there are numerous changes in facade plane providing visual interest and articulation to break up the massing.



PERSPECTIVE FROM 4TH STREET LOOKING AT ALLEY FACADE



VARIOUS PLANES AT ALLEY FACADE

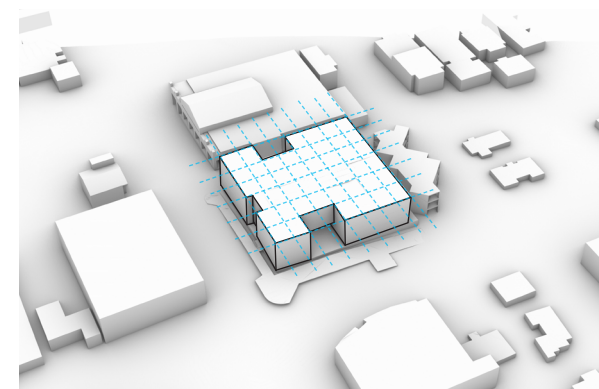
COURTYARD ROOF PLANE

Staff Recommendation:

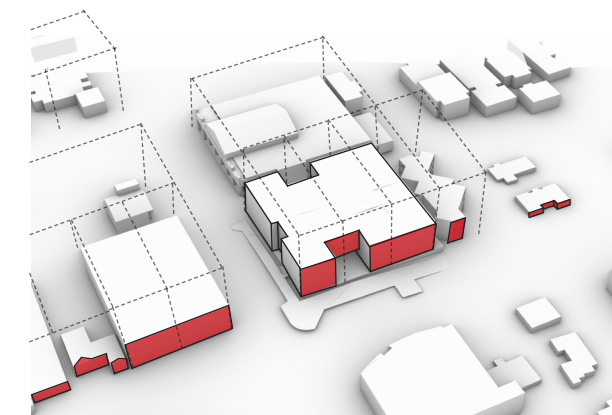
Staff recommends the applicant incorporate more changes in the façade plane, such as horizontal floor setbacks and steps in the vertical wall plane, to break up the visual appearance of building mass along 1st Avenue and provide a visual pattern that reflects the historically platted 55-foot-wide lot increments that characterize the pattern of existing downtown development.

Response:

Additional adjustments have been made to reduce overhangs and the overall scale of building massing along the façade. The revised prominent setback of the third floor at the building corners produces a variety in heights of the massing, and more prominent offsets of rooflines. This increases the variety of modulation and produces even smaller visual masses than the typical 55-foot lot, for a more dynamic frontage pattern along the street in keeping with the historic patterns of development.



STRUCTURE: CLT grid module informs plan organization.



FACADE PROPORTION: Keeping with Community Guidelines of 3 story max height, facade variation with planting and balconies, lot line proportion continuity, and language of punched openings.



BUILDING BULK

Staff Recommendation:

Staff recommends the applicant reduce the uninterrupted areas of black steel panels and provide more material differentiation to enhance visual interest.

Response:

Dark-stained wood cladding (Krakatoan- Kebony) has been added to the palette to replace large areas of black steel panels and to create more texture and visual interest.

ORIGINAL DESIGN



NEW PROPOSED DESIGN



1ST AND 4TH BUILDING COMPARISON

Pre-App P&Z Hearing Comment:

The Commission expressed concerns with the project’s similarities with the adjacent 1st and 4th Mixed-Use Building currently under construction to the south across 4th Street. The Commission requested that the applicant consider incorporating design features and exterior materials that differentiate The Perry Building project from the adjacent 1st & 4th Mixed-Use Building development. The Commission requested that the applicant submit an exhibit with the final Design Review application that provides a comparison of The Perry Building with the adjacent 1st & 4th Mixed-Use Building.

Response:

While our exterior finish materials complement the adjacent 1st and 4th project, they are distinctly different in their color and detailing. The primary material of the adjacent property is very dark in comparison to our Kebony wood cladding



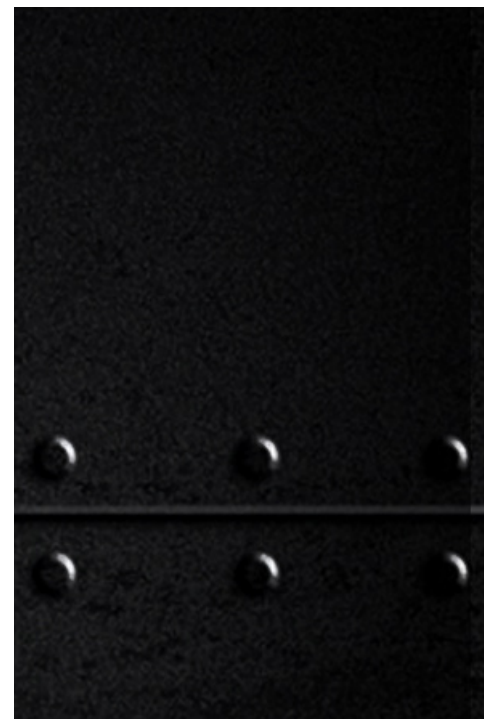
PROPOSED BUILDING - MATERIAL EXHIBIT



ADJACENT 1ST AND 4TH PROJECT - MATERIAL EXHIBIT

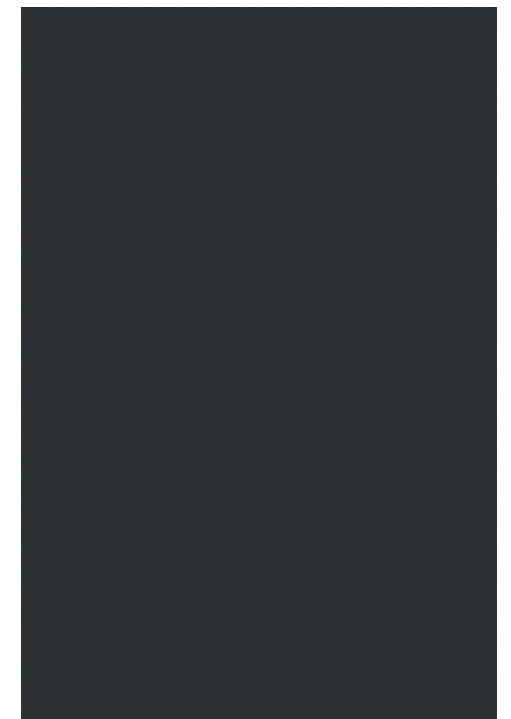
1ST AND 4TH BUILDING COMPARISON

PROPOSED METAL CLADDING DETAILING



OPEN JOINT PAINTED STEEL  
PLATE CLADDING WITH  
EXPOSED FASTENERS

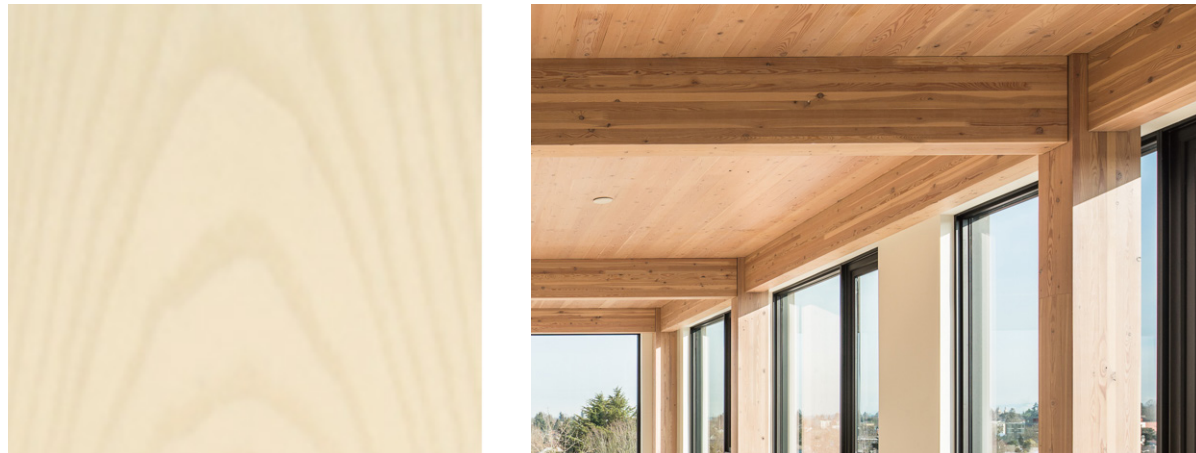
ADJACENT 1ST AND 4TH PROJECT - METAL CLADDING DETAILING



STONEWOOD PANEL  
BLACK GREY 7021-CD

1ST AND 4TH BUILDING COMPARISON

PROPOSED WOOD CLADDING AND STRUCTURE



EXPOSED CLT AND GLULAM  
STRUCTURE -  
SANSIN PICKLED WHITE STAIN



OPTION 1  
KEBONY CLADDING WITH  
HEWN PATAGONIAN  
FINISH

OPTION 2  
MONTANA TIMBER  
PRODUCTS  
AQUAFIR - SHALE  
SMOOTH

KEBONY CLADDING WITH  
HEWN KRAKATOAN  
FINISH

ADJACENT 1ST AND 4TH PROJECT - WOOD CLADDING



ACCOYA  
UNFINISHED - SMOOTH



THERMO ASH  
BURNED AND BRUSHED  
MIDNIGHT BLACK

## 1ST AND 4TH CORNER RETAIL

## Pre-App P&amp;Z Hearing Comment:

The Commission commented that this project has an opportunity to add to the vibrancy and activation at the corner of 1st Avenue and 4th Street. Current redevelopment projects, including the adjacent 1st and 4th Mixed-Use Building currently under construction to the south across 4th Street and the 380 N 1st Avenue Mixed-Use Building that has received Design Review approval kitty-corner to the east across 1st Avenue, will activate and add vibrancy to this street corner. The Commission recommended that the applicant study these adjacent redevelopment projects and consider how The Perry Building project can contribute to activating and enhancing vibrancy at the street corner.

The ground-level finished floor elevation is slightly below the grade of the sidewalk walking surface at the street corner. The Commission commented that this finished-floor elevation is problematic as it decreases activation and vibrancy at the street corner. The Commission requested that the applicant consider how the design of the retail unit at the building corner can be modified to enhance vibrancy and activate the streetscape.

## Response:

We agree that activation of the intersection at 1st and 4th is a priority. The design includes large expanses of glazing on both frontages, providing openness and views of active commercial spaces from the street, while also providing ample daylighting and views from the interior. In order to provide accessible entrances to both retail and residential spaces in the building, it is necessary the floor level at the building corner is slightly lower than the sidewalk grade. This difference flattens out as you move along the sidewalk, and is significantly less than the existing condition which provided a highly vibrant and active former use. Tall ceilings and tall operable glazed walls further enhance the connection between the interior and exterior, visually and spatially blending the activities.

Additionally (next page), the balcony railing above the corner retail space has been re-proportioned giving additional clearance height to the retail below. The façade language on 1st Avenue has been revised to carry the warm, human-scale wood beam expression consistently across retail storefronts, framing the large windows. Retail signage has been added at these beam locations to further elevate the prominence of the retail at the corner. Note: Roof overhangs at this corner have also been adjusted in response to this recommendation. They have been adjusted to reduce the presence of the residential levels above.



VIEW OF RETAIL AND ENTRY ALONG 4TH STREET

1ST AND 4TH CORNER RETAIL



ORIGINAL DESIGN

VIEW OF RETAIL AT CORNER OF 1ST AVENUE AND 4TH STREET



NEW PROPOSED DESIGN



VIEW OF RETAIL AND ENTRY ALONG 4TH STREET

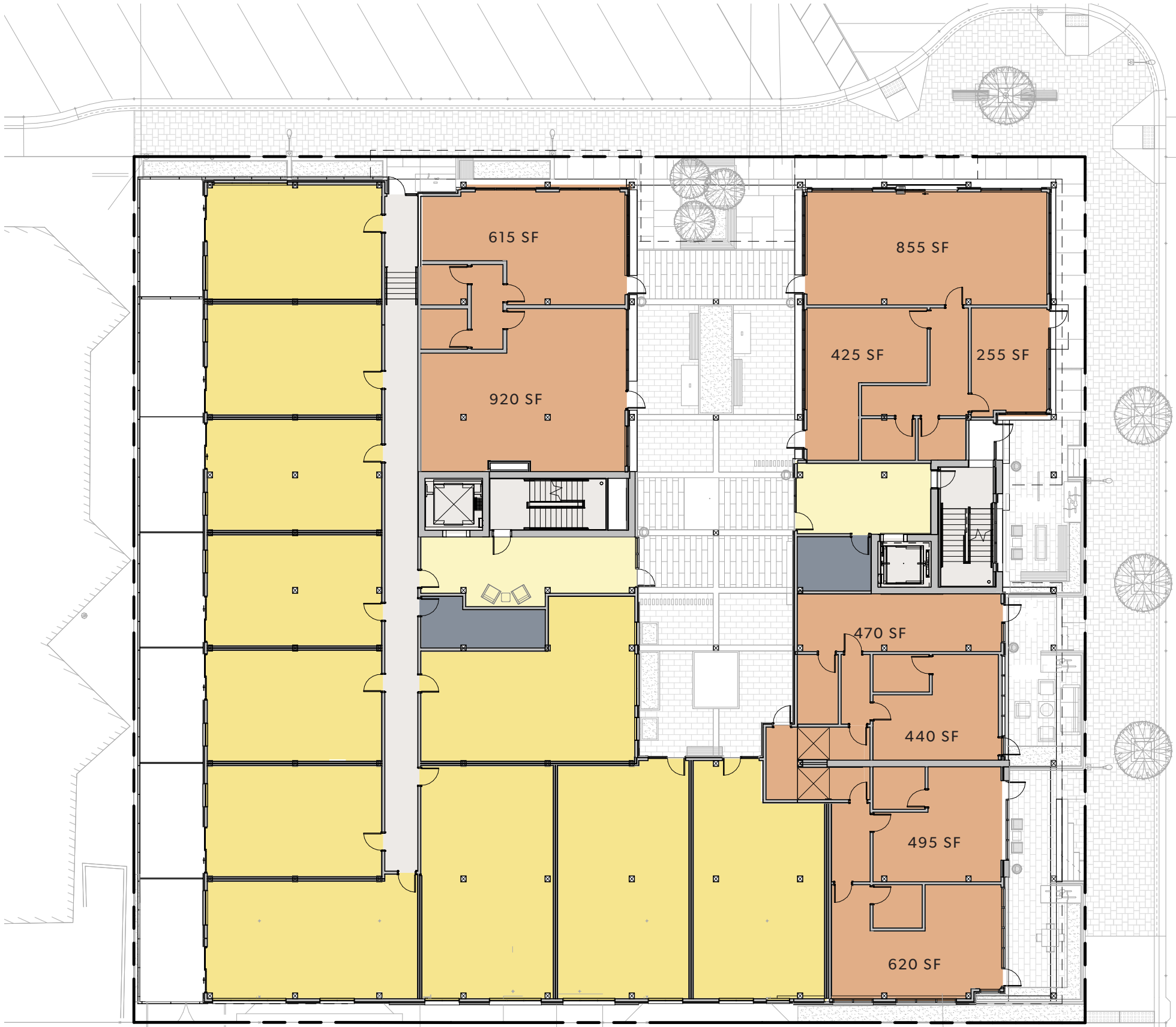
SMALL RETAIL

Pre-App P&Z Hearing Comment:

The Commission requested that the applicant provide an exhibit with the final Design Review application that shows how the retail floor area may be reconfigured to accommodate more commercial units of varying sizes to support new and existing businesses.

Response:

The retail floor area may be reconfigured in a variety of ways to accommodate more small business commercial tenants, now or in the future. We explored one option which doubles the number of commercial units, with sizes varying from 255 SF to 920 SF.



POTENTIAL DIVISION OF RETAIL SPACE

## INTERIOR COURTYARD

## Pre-App P&amp;Z Hearing Comment:

The Commission recommended the applicant consider design features to make the interior courtyard warmer and more inviting.

## Response:

A wide opening into the courtyard is provided from the sidewalk with multiple paths for circulation. The space is softened with landscape planters and warmed by the wood beams, columns, and ceiling which are further highlighted by glowing focused lighting at night. Large expanses of storefront windows line both sides of the courtyard providing views of activity between the commercial spaces, courtyard, and sidewalk. Bicycle racks, plantings, sculptures, and seating create a welcoming atmosphere and invite pedestrian engagement.



COURTYARD ENTRANCE OFF 1ST AVENUE - AT NIGHT





COURTYARD ENTRANCE OFF 1ST AVENUE - AT NIGHT

THANK YOU



# Attachment C

Application Materials:  
Lot Consolidation Preliminary  
Plat Application  
&  
Supplemental Materials



**City of Ketchum  
Planning & Building**

**OFFICIAL USE ONLY**

Application Number:	P22-045A
Date Received:	11/18/22
By:	HN
Fee Paid:	\$1300
Approved Date:	11/28/22
By:	HN

**Subdivision Application**

Submit completed application to the Planning and Building Department electronically to [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org). Once your application has been received, we will review it and contact you with the next steps. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the city website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: The Perry MU			
Owner of Record: The Perry Building, L.L.C.			
Address of Owner: 100 Lindsay Circle, Ketchum, ID 83340			
Representative of Owner: Carson Palmer, Broderick Smith			
Legal Description: Lot 2, 3A, & 4A, Block 56, Ketchum Townsite RPK: RPK00000560020, RPK0000056003A, & RPK0000056004A			
Street Address: 471 N 1st Ave., 431 N 1st Ave., & 131 W 4th St., Ketchum, ID 83340			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 3 Lots, Consolidating to 1 Lot (Lot 2A)			
Total Land Area: 24,723 SF (0.57 Acres)			
Current Zoning District: CC-2 (Community-Core Mixed)			
Proposed Zoning District: CC-2 (Community-Core Mixed)			
Overlay District: n/a			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input checked="" type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: n/a			
Easements to be dedicated on the final plat: n/a			
Briefly describe the improvements to be installed prior to final plat approval: This is an application for a Lot Line Consolidation in Ketchum's Downtown District - Subdivision Application.			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format to <a href="mailto:planningandzoning@ketchumidaho.org">planningandzoning@ketchumidaho.org</a>			

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

  
Applicant Signature

11/16/22  
Date



## CITY OF KETCHUM SUBDIVISION RECORDING PROCEDURES AND PLAT CERTIFICATES

### Recording Procedures

Once a subdivision application is approved by the Ketchum City Council, signature and recording of plats shall be completed using the following process:

1. Applicant prints all sheets of the plat on mylar, with all required certificates, and gathers signatures from the owner, surveyor, and health department.
2. Applicant delivers all mylar sheets to Ketchum City Hall, 191 W 5<sup>th</sup> Street addressed to the Staff Planner on the application.
3. Staff Planner will gather required signatures from the City Engineer and City Clerk and sign the plat.
4. Once all signatures have been gathered, the Staff Planner will notify the applicant that the plat is ready for pick-up at City Hall.
5. The applicant is responsible for gathering all remaining signatures and recording the plat with the Blaine County Clerk and Recorder.

Per Section 16.04.030.K of the Ketchum Municipal Code, the following certificates are required for subdivision plats for property within the City of Ketchum:

- Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
- Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
- Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all City requirements.
- Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
- Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.



City of Ketchum  
Planning & Building

**Plat Certificates** - The following certificate language shall be included on all plats for property within the Ketchum City Limits. The certificates listed below are in addition to certificates required by Blaine County.

Ketchum City Council Certificate

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_ 2022, this plat was duly accepted and approved.

\_\_\_\_\_

Tara Fenwick, City Clerk, City of Ketchum

City Engineer Certificate

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_

Sherri Newland, City Engineer, City of Ketchum

City Planner Certificate

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_

[insert name of planner], City of Ketchum

**The following plat certificate is only required for all new subdivisions or projects that require the expertise of a civil engineer.**

Project Engineer Certificate

I, the undersigned, project engineer for the [insert name of plat] certify that the subdivision is in accordance with the City of Ketchum Subdivision standards.

\_\_\_\_\_

[Insert Engineer Name], [Insert Company Name]

**For questions or comments on the information provided above, please contact the Planning Department at [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org) or call (208) 726-7801.**



**CLTA GUARANTEE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
A CORPORATION, HEREIN CALLED THE COMPANY

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

**GUARANTEES**

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

**Dated: September 30, 2022**

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

\_\_\_\_\_  
Authorized Countersignature

\_\_\_\_\_  
TitleOne  
Company Name

\_\_\_\_\_  
271 1st Ave North  
PO Box 2365  
Ketchum, ID 83340  
\_\_\_\_\_  
City, State



\_\_\_\_\_  
*Frederick H. Eppinger*  
Frederick H. Eppinger  
President and CEO

\_\_\_\_\_  
*David Hisey*  
David Hisey  
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
  - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
  - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
  - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
  - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.



## GUARANTEE CONDITIONS AND STIPULATIONS

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

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

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

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

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

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

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

**11. Payment Loss**

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

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

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

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

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to This Guarantee; Guarantee Entire Contract**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

**LOT BOOK GUARANTEE**  
**Issued By**  
**Stewart Title Guaranty Company**

**SCHEDULE A**

**File No.** 22463680  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000715795778	\$1,000.00	September 30, 2022 at 7:30 a.m.	\$200.00

**Name of Assured:**  
Galena Engineering

The assurances referred to on the face page hereof are:

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

Parcel I

Lot 2, Block 56 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

Parcel II and III

Lots 3A and 4A, Block 56, KETCHUM: BLOCK 56: LOTS 3A AND 4A, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 403336, records of Blaine County, Idaho.

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

Deed Type: Warranty Deed  
Grantors: 431-471 N. 1st Avenue, LLC, an Idaho limited liability company  
Grantees: Center of Ketchum LLC, a Washington limited liability company  
Recorded Date: March 29, 2021  
Instrument: 680819  
[Click here to view](#)

Affects Lots 2 and 3A

Deed Type: Warranty Deed  
Grantors: Harry Investments, LLC, an Idaho limited liability company  
Grantees: The Perry Building LLC, a Washington limited liability company  
Recorded Date: June 30, 2021  
Instrument: 684042  
[Click here to view](#)

Affects Lot 4A

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.

5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

**EXCEPTIONS:**

1. NOTE: According to the available records, the purported address of the land referenced herein is:

131 W 4th St, Ketchum, ID 83340

431 N 1st Ave, Ketchum, ID 83340

471 N 1st Ave, Ketchum, ID 83340

2. Taxes for the year 2021 are paid in full.

Parcel Number: [RPK00000560020](#)

Original Amount: \$5,363.44

Affects Lot 2

3. Taxes for the year 2021 are paid in full.

Parcel Number: [RPK0000056003A](#)

Original Amount: \$5,418.68

Affects Lot 3A

4. Taxes for the year 2021 are paid in full.

Parcel Number: [RPK0000056004A](#)

Original Amount: \$8,407.66

Affects Lot 4A

5. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

6. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Ketchum Townsite](#).

8. Easements, reservations, restrictions, and dedications as shown on the official plat of [Ketchum: Block 56: Lots 3A and 4A](#).

9. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded December 26, 1917 as Instrument No. [38922](#), records of Blaine County, Idaho.

10. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded June 23, 1947 as Instrument No. [91864](#), records of Blaine County, Idaho.

11. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded July 1, 1947 as Instrument No. [91974](#), records of Blaine County, Idaho.

12. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

13. All matters, and any rights, easements, interests or claims as disclosed by a Record of Survey recorded September 9, 1980 as Instrument No. [203470](#), records of Blaine County, Idaho.

14. All matters, and any rights, easements, interests or claims as disclosed by a Record of Survey recorded January 11, 2021 as Instrument No. [678114](#), records of Blaine County, Idaho.

Sun Valley Title  
By:

A handwritten signature in black ink, appearing to be 'NB' or similar initials, written in a cursive style.

Nick Busdon, Authorized Signatory

File No. 22463680

**JUDGMENT AND TAX LIEN GUARANTEE**

Issued By  
Stewart Title Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** G-0000715795778

**Name of Assured:** Galena Engineering

**Date of Guarantee:** September 30, 2022

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- \* Federal Tax Liens
- \* Abstracts of Judgment, or
- \* Certificates of State Tax Liens

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

The parties referred to in this guarantee are as follows:

Parcel I and II

Center of Ketchum LLC, a Washington limited liability company

Parcel III

The Perry Building LLC, a Washington limited liability company

Sun Valley Title  
By:



Nick Busdon, Authorized Signatory

File No. 22463680

SCHEDULE B

Exceptions:


NONE

**Instrument # 680819**

HAILEY, BLAINE, IDAHO  
03-29-2021 8:11:20 AM No. of Pages: 2  
Recorded for: TITLEONE - TWIN FALLS  
JOLYNN DRAGE Fee: \$15.00  
Ex-Officio Recorder Deputy: JB  
Electronically Recorded by Simplifile

Order Number: 21400671

**Sun Valley Title**

 A TitleOne Company

**Warranty Deed**

For value received,

**431-471 N. 1st Avenue, LLC, an Idaho limited liability company**

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

**Center of Ketchum LLC, a Washington limited liability company**

whose current address is PO Box 7146 Ketchum, ID 83340

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

Lot 2, Block 56 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho

AND

Lot 3A, Block 56 of KETCHUM: BLOCK 56: LOTS 3A AND 4A, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 403336, records of Blaine County, Idaho.

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

Order Number: 21400671

Warranty Deed - Page 1 of 2

Dated: March 18, 2021

431-471 N. 1st Avenue, LLC, an Idaho limited liability company

  
By: Charles P. Stevenson, Jr., Sole Member

State of Idaho,

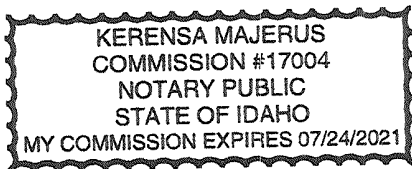
County of Blaine, ss.

On this 26 day of MARCH 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles P. Stevenson, Jr., known or identified to me to be a Sole Member of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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 In: Ketchum  
My Commission Expires: 7.24.21







**WARRANTY DEED**

FOR VALUE RECEIVED

Harry Investments, LLC, an Idaho Limited Liability Company,

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

The Perry Building LLC, a Washington limited liability company

the Grantee, whose current address is: c/o Alston, Courtnage & Bassetti LLP, 1420 Fifth Avenue, Suite 3650, Seattle, WA 98101-4011

the following described premises, to-wit:

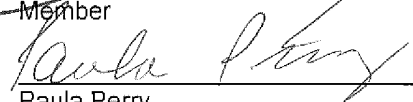
Lot 4A in Block 56 of KETCHUM: BLOCK 56: LOTS 3A AND 4A, according to the official plat thereof, recorded June 30, 1997 as Instrument No. 403336, records of Blaine County, Idaho.


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

Dated this 29 day of June, 2021.

HARRY INVESTMENTS, LLC

  
\_\_\_\_\_  
Scott Harder  
Member

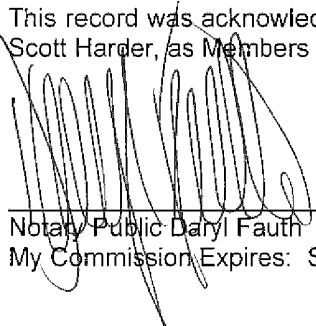
  
\_\_\_\_\_  
Paula Perry  
Member

  
\_\_\_\_\_  
Keith Perry

Member

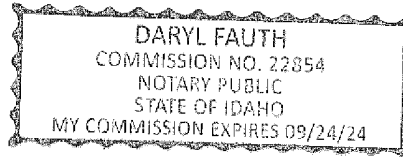
State of Idaho  
County of Blaine

This record was acknowledged before me on 29<sup>th</sup> day of June, 2021, by Keith Perry, Paula Perry, and Scott Harder, as Members of Harry Investments, LLC.



\_\_\_\_\_  
Notary Public Daryl Fauth  
My Commission Expires: September 24, 2024

(STAMP)



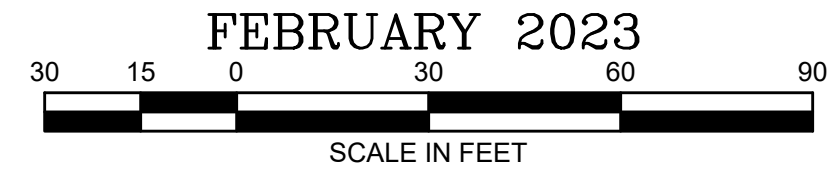
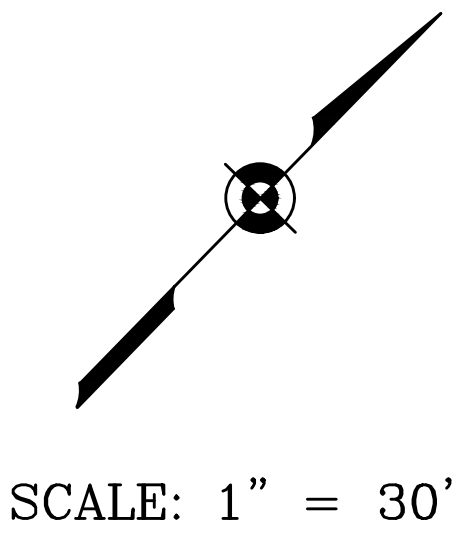
# Attachment D

Application Materials:

Lot Consolidation

Preliminary Plat Plan Set

A PLAT SHOWING  
**LOT 2A, BLOCK 56, KETCHUM TOWNSITE**  
 WHEREIN THE INTERIOR LOT LINES OF LOTS 2, 3A & 4A, BLOCK 56, KETCHUM TOWNSITE, ARE VACATED AS SHOWN HEREON  
 LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

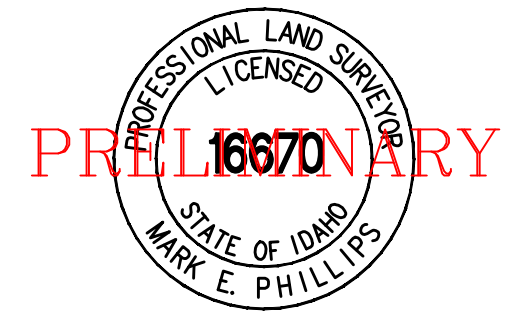
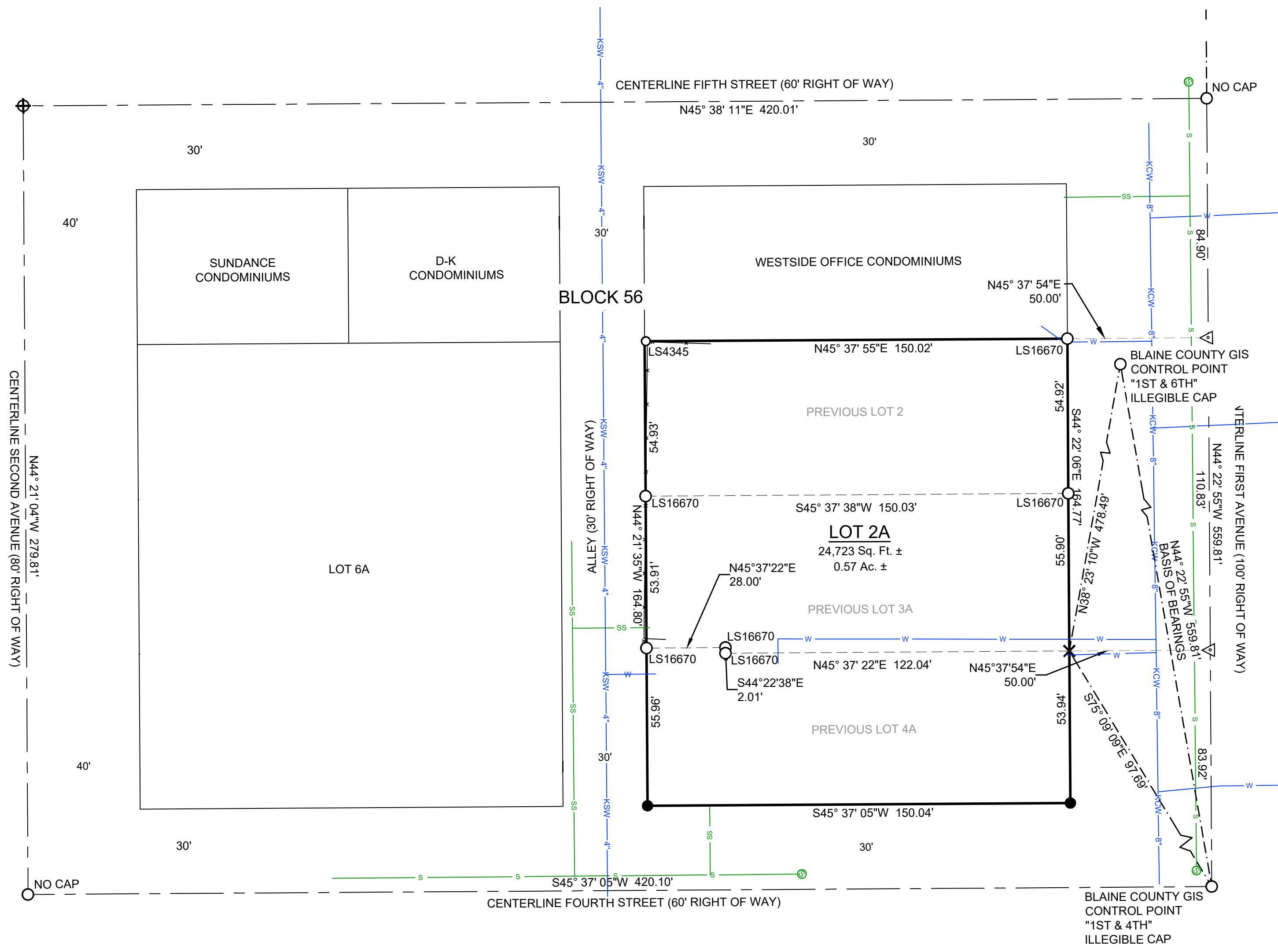


**LEGEND**

- Property Line
- Lot Line to be Vacated
- Adjoiner's Lot Line
- Centerline of Right of Way
- Fence Line
- Survey Tie Line
- GIS Tie Line
- Ketchum City Water
- Ketchum SpringLine Water
- Water Service Tie Line
- Sewer Main
- Sewer Service
- Sewer Manhole
- Found Magnetic Nail
- Calculated Point, Not Set
- Found 1" Survey Marker
- Found 1/2" Rebar
- Found 5/8" Rebar
- Set 5/8" Rebar, P.L.S. 16670

**SURVEY NARRATIVE & NOTES**

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of Lot 2A, Block 56, Ketchum Townsite. The boundary shown is based on found centerline monuments, on the recorded plat of Ketchum: Block 56: Lots 3A and 4A, Instrument Number 403336 and the plat of the Village of Ketchum, Instrument Number 302962, both records of Blaine County, Idaho. All found monuments have been accepted. The missing monuments were reset by block breakdown and proportioning record distances between found monuments. Additional documents used during the course of this survey include the Record of Survey for Lots 2 & 3A, Block 56, Ketchum Townsite, Instrument Number 678114, the Record of Survey for D-K Condos, The N.E. 1/2 of Lots 5, Block 56, Ketchum Townsite, Instrument Number 694650, the plat of Ketchum, Block 56, Lot 6A, Instrument Number 438337 and the plat for D-K Condominiums, Instrument Number 195387, all records of Blaine County, Idaho.
2. The distances shown are measured. Refer to the above referenced documents for previous record data.
3. This survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, ditches, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
4. A Title Commitment for Lot 2, Block 56, Village of Ketchum, Blaine County, Idaho and Lots 3A and 4A, Block 56, Ketchum: Block 56: Lots 3A and 4A, Blaine County, Idaho, have been issued by Stewart Title Guaranty Company, File Number 22463680, with a Date of Guarantee of September 30, 2022. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired.
5. Zoning is CC-2, Community Core-Mixed Use Zone. Refer to City of Ketchum Zoning Ordinance for more specific information about this zone.
6. The owner/subdivider is The Perry Building L.L.C., c/o Alston, Courtnage & Bassetti L.L.P. 1420 Fifth Ave. Ste. 3650 Seattle, WA 98101-4011. The surveyor/representative is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.



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

LOT 2A, BLOCK 56,  
KETCHUM TOWNSITE

GALENA ENGINEERING, INC.  
HAILEY, IDAHO

SHEET 1 OF 2  
Job No. 8059-02

**CERTIFICATE OF OWNERSHIP**

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

A parcel of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

- LOT 2, BLOCK 56, VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO
- LOT 3A, BLOCK 56, KETCHUM: BLOCK 56: LOTS 3A AND 4A, BLAINE COUNTY, IDAHO
- LOT 4A IN BLOCK 56 OF KETCHUM: BLOCK 56: LOTS 3A AND 4A

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements.

I do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of units shown within this plat.

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

- LOT 2, BLOCK 56, VILLAGE OF KETCHUM, BLAINE COUNTY IDAHO
- LOT 3A, BLOCK 56, KETCHUM: BLOCK 56: LOTS 3A AND 4A, BLAINE COUNTY, IDAHO

Center of Ketchum L.L.C., A Washington Limited Liability Company.  
By: Carson Palmer, Member/Manager

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_ day of \_\_\_\_\_ 2023, before me, a Notary Public in and for said State, personally appeared Carson Palmer, known or identified to me to be a Member/Manager of the Center of Ketchum L.L.C., a Washington Limited Liability Company, and acknowledged to me that he executed the same in said Limited Liability Company name

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

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

LOT 4A IN BLOCK 56 OF KETCHUM: BLOCK 56: LOTS 3A AND 4A

The Perry Building L.L.C., A Washington Limited Liability Company.  
By: Carson Palmer, Member/Manager

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

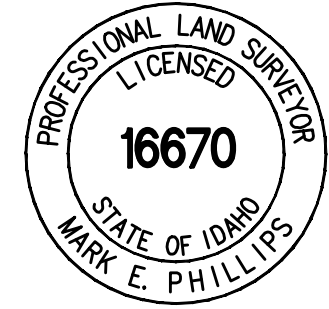
On this \_\_\_\_ day of \_\_\_\_\_ 2023, before me, a Notary Public in and for said State, personally appeared Carson Palmer, known or identified to me to be a Member/Manager of The Perry Building L.L.C., a Washington Limited Liability Company, and acknowledged to me that he executed the same in said Limited Liability Company name.

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

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

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



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

**BLAINE COUNTY SURVEYOR'S APPROVAL**

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

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

**KETCHUM CITY COUNCIL CERTIFICATE**

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, this plat was duly accepted and approved.

\_\_\_\_\_  
Lisa Enourato, Interim City Clerk, City of Ketchum

**KETCHUM CITY ENGINEER CERTIFICATE**

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
Robyn Mattison, City Engineer, City of Ketchum

**KETCHUM CITY PLANNER CERTIFICATE**

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
Abby Rivin, Senior Planner, City of Ketchum

**BLAINE COUNTY TREASURER'S APPROVAL**

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

\_\_\_\_\_  
Blaine County Treasurer

\_\_\_\_\_  
Date

**BLAINE COUNTY RECORDER'S CERTIFICATE**

LOT 2A, BLOCK 56,  
KETCHUM TOWNSITE

GALENA ENGINEERING, INC.  
HAILEY, IDAHO

SHEET 1 OF 2  
Job No. 8059-02

# Attachment E

Application Materials:  
Condominium Subdivision  
Preliminary Plat  
Application  
&  
Supplemental Materials



**City of Ketchum  
Planning & Building**

OFFICIAL USE ONLY
Application Number:
Date Received:
By:
Fee Paid:
Approved Date:
By:

**Subdivision Application**

Submit completed application to the Planning and Building Department electronically to [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org). Once your application has been received, we will review it and contact you with the next steps. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the city website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: The Perry MU			
Owner of Record: The Perry Building, L.L.C.			
Address of Owner: 100 Lindsay Circle, Ketchum, ID 83349			
Representative of Owner: Carson Palmer, Broderick Smith			
Legal Description: Lot 2A, Block 56, Ketchum Townsite RPK 0000056004A			
Street Address: 131 4th St. W, Ketchum, ID 83340			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 1			
Total Land Area: 24,723 SF (0.57 Acres)			
Current Zoning District: CC-2 (Community-Core Mixed)			
Proposed Zoning District: CC-2 (Community-Core Mixed)			
Overlay District: n/a			
TYPE OF SUBDIVISION			
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: n/a			
Easements to be dedicated on the final plat: n/a			
Briefly describe the improvements to be installed prior to final plat approval: Construction of a three story mixed-use commercial and residential building, with underground parking garage.			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format to <a href="mailto:planningandzoning@ketchumidaho.org">planningandzoning@ketchumidaho.org</a>			

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

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_



**CLTA GUARANTEE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
A CORPORATION, HEREIN CALLED THE COMPANY

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

**GUARANTEES**

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

**Dated: September 30, 2022**

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:


\_\_\_\_\_  
Authorized Countersignature

\_\_\_\_\_  
TitleOne  
Company Name

\_\_\_\_\_  
271 1st Ave North  
PO Box 2365  
Ketchum, ID 83340  
\_\_\_\_\_  
City, State



  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

  
\_\_\_\_\_  
David Hisey  
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.



## GUARANTEE CONDITIONS AND STIPULATIONS

- 1. Definition of Terms** - The following terms when used in the Guarantee mean:
  - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.
- 2. Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
  - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
- 3. Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
- 4. No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
- 5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
  - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
- 6. Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
- 7. Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
  - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

## GUARANTEE CONDITIONS AND STIPULATIONS

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

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

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

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

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

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

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

**11. Payment Loss**

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

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

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

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

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to This Guarantee; Guarantee Entire Contract**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

**LOT BOOK GUARANTEE**  
**Issued By**  
**Stewart Title Guaranty Company**

**SCHEDULE A**

**File No.** 22463680  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000715795778	\$1,000.00	September 30, 2022 at 7:30 a.m.	\$200.00

**Name of Assured:**  
Galena Engineering

The assurances referred to on the face page hereof are:

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

Parcel I

Lot 2, Block 56 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

Parcel II and III

Lots 3A and 4A, Block 56, KETCHUM: BLOCK 56: LOTS 3A AND 4A, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 403336, records of Blaine County, Idaho.

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

Deed Type: Warranty Deed  
Grantors: 431-471 N. 1st Avenue, LLC, an Idaho limited liability company  
Grantees: Center of Ketchum LLC, a Washington limited liability company  
Recorded Date: March 29, 2021  
Instrument: 680819  
[Click here to view](#)

Affects Lots 2 and 3A

Deed Type: Warranty Deed  
Grantors: Harry Investments, LLC, an Idaho limited liability company  
Grantees: The Perry Building LLC, a Washington limited liability company  
Recorded Date: June 30, 2021  
Instrument: 684042  
[Click here to view](#)

Affects Lot 4A

3. **There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.**
4. **There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.**

5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

**EXCEPTIONS:**

1. NOTE: According to the available records, the purported address of the land referenced herein is:

131 W 4th St, Ketchum, ID 83340

431 N 1st Ave, Ketchum, ID 83340

471 N 1st Ave, Ketchum, ID 83340

2. Taxes for the year 2021 are paid in full.

Parcel Number: [RPK00000560020](#)

Original Amount: \$5,363.44

Affects Lot 2

3. Taxes for the year 2021 are paid in full.

Parcel Number: [RPK0000056003A](#)

Original Amount: \$5,418.68

Affects Lot 3A

4. Taxes for the year 2021 are paid in full.

Parcel Number: [RPK0000056004A](#)

Original Amount: \$8,407.66

Affects Lot 4A

5. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

6. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Ketchum Townsite](#).

8. Easements, reservations, restrictions, and dedications as shown on the official plat of [Ketchum: Block 56: Lots 3A and 4A](#).

9. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded December 26, 1917 as Instrument No. [38922](#), records of Blaine County, Idaho.

10. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded June 23, 1947 as Instrument No. [91864](#), records of Blaine County, Idaho.

11. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded July 1, 1947 as Instrument No. [91974](#), records of Blaine County, Idaho.

12. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

13. All matters, and any rights, easements, interests or claims as disclosed by a Record of Survey recorded September 9, 1980 as Instrument No. [203470](#), records of Blaine County, Idaho.

14. All matters, and any rights, easements, interests or claims as disclosed by a Record of Survey recorded January 11, 2021 as Instrument No. [678114](#), records of Blaine County, Idaho.

Sun Valley Title  
By:

A handwritten signature in black ink, appearing to be 'NB' or similar initials, written in a cursive style.

Nick Busdon, Authorized Signatory

File No. 22463680

**JUDGMENT AND TAX LIEN GUARANTEE**

Issued By  
Stewart Title Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** G-0000715795778

**Name of Assured:** Galena Engineering

**Date of Guarantee:** September 30, 2022

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- \* Federal Tax Liens
- \* Abstracts of Judgment, or
- \* Certificates of State Tax Liens

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

The parties referred to in this guarantee are as follows:

Parcel I and II

Center of Ketchum LLC, a Washington limited liability company

Parcel III

The Perry Building LLC, a Washington limited liability company

Sun Valley Title  
By:



Nick Busdon, Authorized Signatory

File No. 22463680

SCHEDULE B

Exceptions:


NONE

**Instrument # 680819**

HAILEY, BLAINE, IDAHO  
03-29-2021 8:11:20 AM No. of Pages: 2  
Recorded for: TITLEONE - TWIN FALLS  
JOLYNN DRAGE Fee: \$15.00  
Ex-Officio Recorder Deputy: JB  
Electronically Recorded by Simplifile

Order Number: 21400671

**Sun Valley Title**

 A TitleOne Company

**Warranty Deed**

For value received,

**431-471 N. 1st Avenue, LLC, an Idaho limited liability company**

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

**Center of Ketchum LLC, a Washington limited liability company**

whose current address is PO Box 7146 Ketchum, ID 83340

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

Lot 2, Block 56 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho

AND

Lot 3A, Block 56 of KETCHUM: BLOCK 56: LOTS 3A AND 4A, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 403336, records of Blaine County, Idaho.

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

Order Number: 21400671

Warranty Deed - Page 1 of 2



Dated: March 18, 2021

431-471 N. 1st Avenue, LLC, an Idaho limited liability company

[Signature]  
By: Charles P. Stevenson, Jr., Sole Member

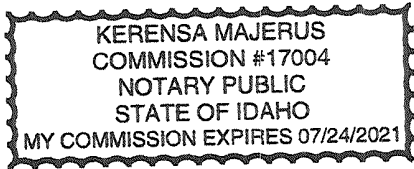
State of Idaho,

County of Blaine, ss.

On this 26 day of MARCH 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles P. Stevenson, Jr., known or identified to me to be a Sole Member of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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 In: Ketchum  
My Commission Expires: 7.24.21





**WARRANTY DEED**

FOR VALUE RECEIVED

Harry Investments, LLC, an Idaho Limited Liability Company,

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

The Perry Building LLC, a Washington limited liability company

the Grantee, whose current address is: c/o Alston, Courtnage & Bassetti LLP, 1420 Fifth Avenue, Suite 3650, Seattle, WA 98101-4011

the following described premises, to-wit:

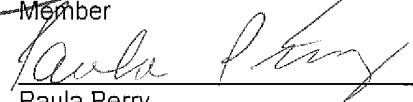
Lot 4A in Block 56 of KETCHUM: BLOCK 56: LOTS 3A AND 4A, according to the official plat thereof, recorded June 30, 1997 as Instrument No. 403336, records of Blaine County, Idaho.


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

Dated this 29 day of June, 2021.

HARRY INVESTMENTS, LLC

  
\_\_\_\_\_  
Scott Harder  
Member

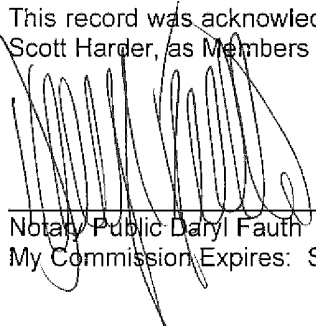
  
\_\_\_\_\_  
Paula Perry  
Member

  
\_\_\_\_\_  
Keith Perry

Member

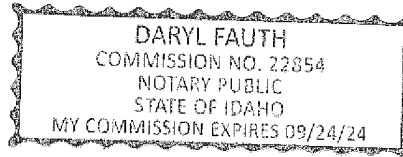
State of Idaho  
County of Blaine

This record was acknowledged before me on 29<sup>th</sup> day of June, 2021, by Keith Perry, Paula Perry, and Scott Harder, as Members of Harry Investments, LLC.



\_\_\_\_\_  
Notary Public Daryl Fauth  
My Commission Expires: September 24, 2024

(STAMP)





SILENT**WATER**  
R E A L E S T A T E

**CONDOMINIUM DECLARATION**

**FOR**

**THE PERRY**

**Ketchum, Idaho**

## NOTICE

THE FOLLOWING IS A VERY IMPORTANT DOCUMENT WHICH EACH AND EVERY POTENTIAL BUYER AND OWNER OF A CONDOMINIUM WITHIN THE PERRY SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS, RESPONSIBILITIES AND PROHIBITIONS IMPOSED UPON ALL OWNERS AND UNITS LOCATED WITHIN THE PERRY.

THE PERRY IS A UNIQUE LIVING AND COMMERCIAL ENVIRONMENT. EACH POTENTIAL OWNER IS ADVISED TO MAKE FULL AND COMPLETE INQUIRY ABOUT THE PERRY BEFORE ACQUIRING A UNIT. EACH OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE UNITS WILL BE SUBJECT TO ASSESSMENTS LEVIED BY THE PERRY OWNERS' ASSOCIATION.

THE GRANTOR, AS DEFINED IN THIS CONDOMINIUM DECLARATION, EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION NOT SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY THE GRANTOR.

POTENTIAL OWNERS ARE ADVISED TO REVIEW THIS CONDOMINIUM DECLARATION PRIOR TO ACQUIRING A UNIT.

**TABLE OF CONTENTS**

**ARTICLE 1 RECITALS..... 1**

    1.1 Property Covered ..... 1

    1.2 Mixed Use ..... 1

    1.3 Purpose..... 1

**ARTICLE 2 DECLARATION ..... 1**

**ARTICLE 3 ADDITIONAL DEFINITIONS ..... 1**

**ARTICLE 4 NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP ..... 6**

    4.1 Estates of an Owner of a Condominium ..... 6

    4.2 Title ..... 6

    4.3 No Further Division ..... 6

    4.4 Inseparability of Condominiums..... 6

    4.5 Partition of Common Area Not Permitted..... 6

    4.6 Taxes and Assessments ..... 6

    4.7 Owner’s Rights with Respect to Interiors ..... 6

**ARTICLE 5 EASEMENTS..... 7**

    5.1 Easements for Encroachments ..... 7

    5.2 Easements of Access for Repair, Maintenance, and Emergencies ..... 7

    5.3 Owner’s Right to Ingress, Egress, and Support..... 7

    5.4 Association’s Right to Use of Common Area ..... 7

    5.5 Declarant’s Right Incident to Construction..... 8

    5.6 Certain Easements Benefit ..... 8

    5.7 Emergency Easement ..... 8

    5.8 Recorded Easements ..... 8

    5.9 Easements for Annual Inspection..... 8

    5.10 Easements Deemed Created ..... 8

**ARTICLE 6 DESCRIPTION OF CONDOMINIUM..... 8**

**ARTICLE 7 USE AND MAINTENANCE OF CONDOMINIUMS ..... 9**

    7.1 Residential Units ..... 9

    7.2 Residential Leasing ..... 9

    7.3 Commercial Units ..... 10

    7.4 Obstructions of Common Area ..... 10

    7.5 Maintenance of Interiors and Limited Common Area ..... 10

    7.6 Window Washing..... 11

    7.7 Prohibition of Damage and Certain Activities ..... 11

    7.8 Commercial Unit Restrictions ..... 12

    7.9 No Hazardous Activities ..... 13

    7.10 Over the Air Reception Devices..... 13

    7.11 Energy Devices, Outside ..... 14

    7.12 Signs..... 14

    7.13 Window Treatments ..... 14

    7.14 Water Beds ..... 14

7.15 Space Heaters .....	15
7.16 Appliances.....	15
7.17 Construction and Structural Alterations .....	15
7.18 Sewer System Restrictions .....	15
7.19 Hard Surface Flooring.....	15
7.20 No Smoking .....	16
7.21 Parking Restrictions .....	16
7.22 Patio Restrictions .....	16
7.23 Storage Areas .....	16
7.24 Bike Spaces .....	16
7.25 Animals/Pets .....	17
7.26 Assistance Animals .....	17
7.27 Right to Enjoy and Use Units.....	18
<b>ARTICLE 8 THE PERRY OWNERS ASSOCIATION.....</b>	<b>18</b>
8.1 Creation and Designation of Association.....	18
8.2 Membership and Voting.....	18
8.3 Member Meetings .....	19
8.4 Proxies.....	19
8.5 Board of Directors.....	19
8.6 Delegation of Authority .....	19
8.7 Powers of the Association.....	19
8.8 Duties of the Association .....	22
8.9 Immunity and Indemnification.....	23
8.10 Waiver of Consequential Damages .....	24
<b>ARTICLE 9 ASSESSMENTS.....</b>	<b>24</b>
9.1 Covenant to Pay Assessments .....	24
9.2 Rate of Assessment .....	24
9.3 Regular Assessments.....	24
9.4 Special Assessments.....	25
9.5 Limited Assessments.....	25
9.6 Notice and Assessment Due Date .....	26
9.7 Transfer Assessments.....	26
9.8 Declarant’s Exemption from Assessments.....	26
<b>ARTICLE 10 ENFORCEMENT OF ASSESSMENTS; LIENS .....</b>	<b>27</b>
10.1 Right to Enforce .....	27
10.2 Assessment Liens .....	27
10.3 Method of Foreclosure .....	27
10.4 Required Notice .....	27
10.5 Subordination .....	27
<b>ARTICLE 11 RIGHTS TO COMMON AREAS .....</b>	<b>28</b>
11.1 Use of Common Area.....	28
11.2 Delegation of Right to Use.....	28
11.3 Damages.....	28
<b>ARTICLE 12 MECHANIC’S LIEN RIGHTS.....</b>	<b>28</b>

<b>ARTICLE 13 INSURANCE.....</b>	<b>29</b>
13.1 Types of Insurance .....	29
13.2 Form .....	30
13.3 Owner's Additional Insurance .....	31
13.4 Insurance Proceeds.....	31
13.5 Additional Provisions.....	31
<b>ARTICLE 14 CASUALTY, DAMAGE OR DESTRUCTION .....</b>	<b>32</b>
14.1 Affects Title .....	32
14.2 Association As Agent.....	32
14.3 General Authority of Association .....	33
14.4 Estimate of Costs.....	33
14.5 Repair or Reconstruction.....	33
14.6 Funds for Reconstruction .....	33
14.7 Disbursement of Funds for Repair or Reconstruction.....	33
14.8 Decision not to Rebuild.....	33
<b>ARTICLE 15 CONDEMNATION .....</b>	<b>34</b>
15.1 Consequences of Condemnation .....	34
15.2 Proceeds .....	34
15.3 Complete Taking.....	34
15.4 Partial Taking .....	34
15.5 Reorganization .....	34
15.6 Reconstruction and Repair .....	35
<b>ARTICLE 16 DISCLAIMERS, WAIVERS, AND ACKNOWLEDGMENTS .....</b>	<b>35</b>
<b>ARTICLE 17 RESOLUTION OF DISPUTES.....</b>	<b>36</b>
17.1 Agreement to Avoid Litigation .....	36
17.2 Exemptions.....	36
17.3 Dispute Resolution .....	37
<b>ARTICLE 18 INITIAL DEVELOPMENT PERIOD.....</b>	<b>38</b>
18.1 Project Management.....	38
18.2 Declarant Exemptions .....	38
18.3 Assignment of Declarant’s Rights.....	38
<b>ARTICLE 19 TERM .....</b>	<b>39</b>
<b>ARTICLE 20 AMENDMENT .....</b>	<b>39</b>
20.1 Written Instrument; Recordation.....	39
20.2 By Declarant Prior to Conveyance of First Unit .....	39
20.3 Material Amendments .....	39
20.4 Minor Amendments .....	39
20.5 Financing Amendments.....	39
20.6 Mortgagee Protection .....	39
20.7 Effect of Amendment .....	39



<b>ARTICLE 21 FINANCING .....</b>	<b>40</b>
21.1 Financing Rider .....	40
21.2 Mortgage Protection.....	40
<b>ARTICLE 22 NOTICES; REGISTRATION OF ADDRESSES .....</b>	<b>40</b>
<b>ARTICLE 23 MISCELLANEOUS .....</b>	<b>41</b>
23.1 Enforcement and Non-Waiver .....	41
23.2 Interpretation.....	41
23.3 Owner’s Obligations Continue.....	42
23.4 Exhibits .....	42

**EXHIBITS**

EXHIBIT A - LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B - PLAT OF THE PERRY
EXHIBIT C - ARTICLES OF INCORPORATION OF THE ASSOCIATION
EXHIBIT D - PERCENTAGE OWNERSHIP INTEREST IN THE COMMON AREA
EXHIBIT E - PARKING GARAGE ASSESSMENTS
EXHIBIT F - FINANCING RIDER
EXHIBIT G - DESCRIPTION OF LIMITED COMMON AREAS

## CONDOMINIUM DECLARATION

FOR

THE PERRY

This Condominium Declaration for The Perry (this “**Declaration**”) is made effective as of the date that this Declaration is recorded in the real property records of Blaine County, Idaho (the “**Effective Date**”), by [\_\_\_\_\_], an Idaho limited liability company (“**Declarant**”).

### ARTICLE 1 RECITALS

**1.1 Property Covered.** Declarant is the owner of that certain real property located in Ketchum, Blaine County, Idaho, legally described on Exhibit A attached hereto (the “**Property**”), as shown on the final plat for The Perry, a copy of which is attached hereto as Exhibit B (the “**Plat**”).

**1.2 Mixed Use.** Declarant intends to develop the Project as a mixed use condominium development including residential, commercial and parking uses, in accordance with this Declaration, the Plat, and the development approvals now or hereinafter obtained from the City of Ketchum and other governing authorities.

**1.3 Purpose.** The purpose of this Declaration is to provide for condominium ownership of the Project pursuant to Condominium Act, designate Common Area and Limited Common Area, create the Association as the management body to administer the Project pursuant to the Condominium Act, and to set forth the restrictions, covenants, limitations, easements, conditions, and equitable servitudes that apply to and are unique to the Project and this condominium ownership regime.

### ARTICLE 2 DECLARATION

Declarant hereby declares that the Project and every Unit and portion thereof is and will be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved in accordance with this Declaration, which are hereby declared to be in furtherance of a general plan: (a) for the creation, maintenance, and sale of an ownership in fee simple of separate interests in Units and for co-ownership with others, as tenants-in-common, of Common Area and Limited Common Area, all pursuant to the Condominium Act; (b) to protect, enhance, and preserve the value, amenities, desirability and attractiveness of the Project; and (c) to ensure a well-integrated, high quality mixed use condominium development. This Declaration will: (i) run with the land and will be binding upon any Person having or acquiring any right, title, or interest in the Project or any Unit or portion thereof; (ii) inure to the benefit of the Project and any Unit or portion thereof; and (iii) inure to the benefit of, and be binding upon, Declarant and any Owner having or holding any right, title, or interest in any Unit or portion of the Project.

### ARTICLE 3 ADDITIONAL DEFINITIONS

In addition to other defined terms in this Declaration and the exhibits attached hereto, the following terms will have the indicated meanings.

“**Applicable Laws**” means all applicable federal, state, and local laws, rules, regulations, ordinances, and orders relating to the use, occupancy, and/or ownership of the Project or any portion thereof.

“**Articles**” mean the Articles of Incorporation of the Association, a true, correct, and certified copy of which is attached hereto as Exhibit C and incorporated herein by this reference, as the same may be amended from time to time in accordance with the provisions thereof; provided, however, in order to be effective, the amendment must reference this Declaration, as amended, and be recorded in the real property records of Blaine County, Idaho.

“**Assessments**” mean the Regular Assessments, Special Assessments, and Limited Assessments, together with any late payment charges, interest, administrative fees, and costs (including without limitation attorneys’ fees) incurred in collecting the same.

“**Association**” means the The Perry Owners’ Association, Inc., an Idaho nonprofit corporation.

“**Association Rules**” means the rules and regulations relating to the Project that the Board may adopt, amend or repeal from time to time, as more particularly described in Section 8.7.3 hereof.

“**Bike Space**” means each of those bike storage areas, identified with signage, and located in the Bike Storage Area identified on the Plat.

“**Board**” means the board of directors of the Association.

“**Bylaws**” mean the bylaws of the Association, as the same maybe amended from time to time in accordance with the provisions thereof.

“**Commercial Assessments**” means a limited assessment by the Association to provide for the payment of all estimated expenses growing out of or connected solely to the Commercial Units.

“**Commercial Owner**” means any person or entity, including Declarant, at any time owning a Commercial Unit. The term “Commercial Owner” shall not refer to any Mortgagee, as herein defined unless such Mortgagee has acquired title pursuant to foreclosure or any other proceeding in lieu of foreclosure.

“**Commercial Unit**” means Units 1-R01, 1-R02, 1-R03 and 1-R04 depicted on the Plat as “Commercial.”

“**Common Area**” means: (a) all portions of the Project other than the Units, including all Limited Common Area; (b) all leases, licenses, use rights, or agreement rights for amenities or facilities owned or held by or for the benefit of the Association from time-to-time; and (c) any personal property owned or held by or for the benefit of the Association from time to time. Common Area may be established from time to time by Declarant or the Association on any portion of the Project by describing the area on the Plat, by granting or reserving it in a deed or other instrument, or by designating it as Common Area in this Declaration. In addition, the Association may acquire any Common Area that the Association deems necessary or beneficial to the Project.

“**Condominium**” means a separate ownership interest in a Unit together with an undivided tenant-in-common interest in the Common Area, expressed as the Percentage Ownership.

“**Condominium Act**” means the Condominium Property Act of the State of Idaho, Idaho Code Section 55-1501 *et seq.*, as it may be amended from time to time.

“**Condominium Documents**” means this Declaration, the Plat, the Articles, the Bylaws, the Association Rules, the Management Agreement and the Owner Maintenance Manual, as the same may be

amended from time to time according to their terms. The Condominium Documents also include any other procedures, rules, regulations or policies that the Board may adopt under the foregoing documents.

“**Financing Programs**” means any financing programs offered or supported by the Federal Housing Finance Agency (“**FHFA**”), Federal National Mortgage Association (“**FNMA**” or “**Fannie Mae**”), the Federal Home Loan Mortgage Corp (“**FMCC**” or “**Freddie Mac**”), the Government National Mortgage Association (“**GNMA**” or “**Ginnie Mae**”), the Federal Housing Administration (“**FHA**”), the Veterans Administration (“**VA**”), Idaho Housing and Finance Association (“**IHFA**”) or any similar federal, state or local governmental or quasi-governmental program.

“**Financing Rider**” means the document attached hereto as Exhibit F.

“**Limited Assessment**” means a charge against a particular Owner for an expense directly attributable to the Owner, equal to the cost incurred or estimated to be incurred by the Association in connection with corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration, including damage to or maintenance, repair, replacement and operation activities performed for any Common Area or the failure of an Owner to keep the Owner’s Condominium in proper repair, and including interest thereon as provided in this Declaration or for any goods or services provided by the Association benefiting less than all Owners, as more particularly described in Section 9.5 herein.

“**Limited Common Area**” means those portions of the Common Area designated for the exclusive use of an Owner or Owners to the exclusion, limitation, or restriction of other Owners, including, but not limited to, those items identified on Exhibit G. Limited Common Area may be established from time to time by Declarant or the Association on any portion of the Project by describing the area on the Plat, by granting or reserving it in a deed or other document or instrument, or by designating it as Limited Common Area in this Declaration. The term Common Area as used in this Declaration will include Limited Common Area.

“**Management Agreement**” means any agreement and all amendments thereto entered into by the Association and the Management Company, providing for the management, maintenance, and operation of the Project, including, without limitation the Common Area, by the Management Company.

“**Management Company**” means the Person hired by the Association to manage the Project on the terms and conditions set forth in a Management Agreement.

“**Material Amendment**” means any amendment that adds, deletes or materially modifies any of the following provisions of this Declaration (provided, however, a Material Amendment does not include any amendment that is reasonably necessary, in the reasonable opinion of the Association, to comply with Applicable Law):

- (1) assessment basis (except as required by Idaho Code § 55-1505(1)(c) or its successor, which amendment may be done by the Board);
- (2) assessment liens (except as may be reasonably necessary or convenient to comply with Applicable Law for the creation, filing and enforcement of assessment liens);
- (3) any method of imposing or determining any charges to be levied against individual Unit owners;
- (4) reserves for maintenance, repair or replacement of Common Area improvements;
- (5) the maintenance obligations of the Association or Owners;
- (6) allocation of rights to use Common Areas;

- (7) any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on Units;
- (8) reduction of insurance requirements;
- (9) limiting the restoration or repair of Common Area improvements;
- (10) the addition, annexation or withdrawal of land to or from the Project;
- (11) voting rights of the Members;
- (12) restrictions affecting leasing or sale of a unit; or
- (13) any provision which is for the express benefit of mortgagees.

“**Minor Amendment**” means any amendment other than a Material Amendment.

“**Mortgage**” means any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

“**Mortgagee**” means any Person or any successor to the interest of the Person named as the mortgagee, trust beneficiary, or creditor pursuant to any Mortgage under which the interest of an Owner’s interest in its Condominium, or successor to the interest of the Owner, is encumbered.

“**Occupant**” means any Person, other than an Owner, that resides in or otherwise occupies a Unit, including, without limitation, family members, guests, and Tenants.

“**Owner**” means the record owner, whether one or more Persons, holding fee simple title to a Unit, excluding Mortgagees, unless and until the Mortgagee has acquired fee simple title pursuant to foreclosure or other proceedings or obtains a deed to the Unit in lieu of foreclosure or other proceedings.

“**Parking Spaces**” means each of the [thirty-three (33)] vehicular parking spaces located in the underground parking garage shown on the Plat. Such Parking Spaces shall be Limited Common Area as designated and assigned by Declarant pursuant to deed or other recorded document or instrument.

“**Patio**” means each of the patios identified on the Plat. A patio includes the railings or fences thereon. Each Patio will be Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Patio P101 is Limited Common Area for the exclusive use of Unit 101, and so forth), to the exclusion of all others. Patios may not be conveyed separately from the Unit to which they are appurtenant, and any attempt to do so will be void.

“**Percentage Ownership**” means, for each Unit, the Unit’s respective Percentage Ownership in the Common Area for the Project, as set forth in Exhibit D as the same is amended from time to time. The Percentage Ownership is the percentage of ownership interest in the Common Area which is allocated to each Condominium as a whole for purposes of Assessments, tax assessment under Section 55-1514 of the Condominium Act, and liability as provided by Section 55-1515 of the Condominium Act.

“**Person**” means any individual, governmental unit or agency, entity (of any kind), estate, joint venture, partnership, trust, and any other legal formation or entity. Any reference to a Person includes the Person’s heirs, successors and permitted assigns.

“**Project**” means the entire Property, together with every building, improvement or structure thereon, and every easement or right appurtenant thereto.

“**Qualified Meeting**” means a meeting for a Material Amendment (or Extraordinary Action, if required by the Financing Rider). A Qualified Meeting must: (a) have at least twenty-five (25) days advance notice thereof to all members (at least seven (7) days’ advance notice is required in the case of a

meeting for other purposes); (b) be called by notice that states the purpose of the meeting and contains a summary of any Material Amendments or Extraordinary Actions proposed; (c) be called by notice that contains a copy of the proxy that can be cast in lieu of attendance at the meeting; and (d) have a quorum as set forth in the Bylaws of the Association.

**“Regular Assessment”** means an assessment by the Association to provide for the payment of all estimated expenses growing out of or connected with the Project as a whole, as more particularly described in Section 9.3.

**“Residential Assessment”** means a limited assessment by the Association to provide for the payment of all estimated expenses growing out of or connected solely to the Residential Units.

**“Residential Owner”** means any person or entity, including Declarant, at any time owning a Residential Condominium. The term **“Residential Owner”** shall not refer to any Mortgagee, as herein defined unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**“Residential Unit”** means singularly or collectively all Units that are not Commercial Units, namely Units U101-U111, Units U201-U208 and Units U301-U304, as depicted on the Plat.

**“Ski Lockers”** means each of those ski locker areas, identified with signage, and located in the Ski Storage Area identified on the Plat.

**“Special Assessment”** means that portion of the costs of the capital improvements, replacements, equipment purchases and replacements, or shortages in Regular Assessments which are authorized to be paid to the Association pursuant to the provisions of this Declaration as more particularly described in Section 9.4.

**“Storage Unit”** means each of the storage units identified on the Plat. The Storage Units are contained within certain Parking Spaces and shall be part of the applicable Parking Space Limited Common Area as designated and assigned by Declarant pursuant to deed or other recorded document or instrument. A Storage Unit may not be conveyed separately from the Parking Space within which it is located.

**“Tenant”** means any Person leasing all or any part of a Condominium from any Owner.

**“Unit”** means the separate ownership interest component of a Condominium, as bounded by the unfinished interior surfaces of the perimeter: (a) walls (from the centerline of a wall between 2 Units; inside exterior face of the studs forming a wall for a wall between and Unit and interior Common Area; and from the inside face of the glazing or wall between a Unit and exterior Common Area); (b) floors; (c) ceilings; (d) windows (including window frames and window trim); and (e) doors (including door frames and door trim) of each Unit as shown the applicable Plat, together with the airspace so encompassed. The Unit includes all of the following within the boundaries of each Unit as shown on the applicable Plat: (i) all finishes and coverings on the interior surfaces of the perimeter walls, floors, ceilings, windows, and doors, including without limitation paneling, wood, tile, paint, paper, carpeting, and texturing; (ii) all fixtures, improvements, hardware, and appliances; and (iii) all heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment required to provide heating, air-conditioning, hot and cold water, electrical, and utility services located within and serving only the Unit. The following are not part of a Unit: (A) bearing walls; (B) structural columns; (C) floors; (D) roofs; (E) foundations; (F) elevator equipment and shafts; (G) central heating, central refrigeration and central air-conditioning equipment, reservoirs, tanks, pumps and other

central services that serve more than one Unit, except the outlets thereof when located within the Unit; and (H) pipes, ducts, flues, chutes, conduits, wires and other utility installations that serve more than one Unit, except the outlets thereof when located within the Unit. Provided, however, that a Unit will not include any of the structural components of the Project or utility or service lines located within a Unit that serve more than one Unit.

#### **ARTICLE 4 NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP**

**4.1 Estates of an Owner of a Condominium.** The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided tenant-in-common interest in the Common Area equal to the Percentage Interest.

**4.2 Title.** Title to a Condominium may be held or owned by any Person and in any manner in which title to any other real property may be held or owned in the State of Idaho.

**4.3 No Further Division.** No Owner may divide, adjust, or further condominiumize the Owner's Unit (each a "**Condo Division**") without the prior written approval of the Board, the City of Ketchum, and any other governing authorities whose approval is required, and any Condo Division must comply with any condominium project amendment requirements of Blaine County, and otherwise comply with all Applicable Laws. Since any Condo Division will necessarily result in a reallocation of the Common Area for purposes of Section 4.1, Condo Division will thus require an amendment to Exhibit D of this Declaration setting forth the reallocation of Percentage Ownership.

**4.4 Inseparability of Condominiums.** No part of a Condominium, or of the legal rights comprising ownership of a Condominium may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Area appurtenant to the Unit will always be conveyed, devised, encumbered, transferred, and otherwise affected only as a complete Condominium and will not be transferred in any way resulting in the division of the Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of the Condominium or any part thereof will be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Condominium together with all appurtenant rights created by law or this Declaration.

**4.5 Partition of Common Area Not Permitted.** The Common Area will be owned in common by all of the Owners of Units, and no Owner may bring any action for partition thereof.

**4.6 Taxes and Assessments.** Each Owner will execute any instruments and take any actions as may be reasonably requested by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes of special districts or other assessments may, in the opinion of the Association, nevertheless, be a lien on the Project or any part thereof, the Association will pay the same and assess the same to the responsible Owner or Owners. Each Owner will pay the taxes and assessments assessed against the Owner's Condominium, or interest therein, and the Owner's interest in the Common Area, or any part of any or all of the foregoing. The Association reserves the right to protest any tax valuations or assessments by any taxing government agency and to pay for any costs associated with the protests. Each Owner agrees to reimburse the Association for any costs associated with the protests as related to that Owner's Unit.

**4.7 Owner's Rights with Respect to Interiors.** Subject to the terms and conditions of the Condominium Documents, including without limitation Article 7 of this Declaration, each Owner will have the exclusive right to maintain, finish, refinish, and decorate the interior surfaces of the walls, floors, ceilings, windows (including window frames and window trim), and doors (including door frames

and door trim) forming and within the interior boundaries of the Owner's Unit, including but not limited to the installation of carpet or other floor coverings, paint or wallpaper, cabinets, and plumbing and electrical fixtures.

## ARTICLE 5 EASEMENTS

**5.1 Easements for Encroachments.** If any part of the Common Area encroaches or will hereafter encroach upon a Unit or Units, an easement for the encroachment and for the maintenance of the same will and does exist. If any part of a Unit encroaches or will hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for the encroachment and for the maintenance of the same will and does exist. The encroachments will not be considered encumbrances on the Common Area or the Units. Encroachments referred to herein include, but are not limited to encroachments caused by settling, rising or shifting of the earth under the Project, or by changes in position caused by repair or reconstruction of the Project or any part thereof. Notwithstanding the foregoing, no Owner will be entitled to deliberately and intentionally encroach on the Common Area without the prior written approval of the Board, or on any other Unit without the prior written consent of the other Unit Owner.

**5.2 Easements of Access for Repair, Maintenance, and Emergencies.** Portions of the Common Area and/or easement areas granted pursuant to this Declaration or any other Condominium Document, are or may be located within the Units or may be conveniently accessible only through the Units. The Owners have the irrevocable right, to be exercised by the Association as their agent, of access to each Unit and to all Common Area from time to time during reasonable hours as may be necessary and established by the Board for the construction, installation, inspection, operation, maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom, or the construction, installation, inspection, operation, maintenance, repair or replacement of any improvements and facilities located within the Common Area, or for making repairs, maintenance and emergencies therein necessary to prevent damage to the Common Area or to another Unit or Units or to correct a violation of any covenant, condition or restriction of the Declaration when, after reasonable efforts by the Association, the Owner fails to do so. The Association will also have the right of access independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the construction, installation, inspection, operation, maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the insistence of the Association or of Owners will be an expense of all of the Owners; provided, however, that if the damage is the result of the negligence of an Owner or the Owner's Occupants, invitees, or licensees, then the Owner will be financially responsible for all of the damage. The damage will be repaired and the Unit will be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto will be collected by the Association as an Assessment pursuant to Article 9.

**5.3 Owner's Right to Ingress, Egress, and Support.** Each Owner will have the right to ingress and egress over, upon, and across the Common Area necessary for access to that Owner's Condominium, and will have the right to the horizontal and lateral support of the Owner's Condominium, and the rights will be appurtenant to and pass with the title to each Condominium. In exercising the rights granted in this Section, each Owner agrees to use reasonable efforts to avoid interference with the access to other Condominiums.

**5.4 Association's Right to Use of Common Area.** The Association will have the right to make use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to the Condominium Documents, including the right to grant utility easements, alter the Common Areas, and to construct and maintain maintenance and storage facilities in the Common Area for use by the Association.



**5.5 Declarant's Right Incident to Construction.** Declarant, and Persons it shall select, will have the express and unconditional right to ingress and egress over, upon and across the Project, including Common Area and all Units, the right to store materials thereon and to make other use thereof as may be reasonably necessary or incident to completion of development and construction of the Project and Units shown on the Plats or any amendment thereto and the completion of all Units for use and occupancy; provided, however, that none of the rights will be exercised by Declarant in a way that is expected to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Condominium by that Owner or the Owner's Occupants, invitees, or licensees.

**5.6 Certain Easements Benefit.** The easements herein granted to an Owner for ingress and egress to and from the Owner's Condominium over, upon, and across the Common Area are hereby recognized to be a condition of approval the Project imposed by the City of Ketchum. The easements will not be dissolved or altered in any material way that would prevent their beneficial use for their intended purposes without the express written consent of the City of Ketchum.

**5.7 Emergency Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and property within the Project in the proper performance of their duties. The easement granted herein is recognized to be a condition of the approval of the Project imposed by the City of Ketchum. The easement will not be dissolved or altered in any material way that would prevent its beneficial use for its intended purpose without the written consent of the City of Ketchum. The Owners expressly acknowledge that the Association and the Ketchum City Fire Department will each have one master key capable of accessing all doors connected to the common security system or access system of the Project. The Owners expressly agree to notify the Association prior to re-keying any lock in the Project controlled by a common security or access system and agree to use a locksmith approved by the Board.

**5.8 Recorded Easements.** The Project, and any applicable portions thereof, will be subject to the easements shown on any recorded Plats affecting the Project, or any applicable portion thereof, and to any other easements of record or of use, now existing or hereafter created, including without limitation any storm drainage easements, street light easements, sanitary sewer easements, or any other public utility easements shown on the applicable Plat.

**5.9 Easements for Annual Inspection.** Any Person authorized by the Board will have the right (but not the obligation) of access to all Units on an annual basis for the purpose of inspecting the Units for compliance with the terms and conditions of the Condominium Documents.

**5.10 Easements Deemed Created.** Any conveyance of Condominiums hereafter made, whether by the Declarant or otherwise, will be construed to grant and reserve reciprocal easements as will give effect to Sections 5.1 through 5.9 above, even though no specific reference to the easements appear in the conveyance.

## **ARTICLE 6 DESCRIPTION OF CONDOMINIUM**

Every contract for the sale of a Condominium and every other instrument affecting title to the Condominium will describe that Condominium by the Unit shown on the applicable Plat with appropriate reference to the applicable Plat and to this Declaration, as each appears on the records of Blaine County, Idaho, substantially in the form of the following:

Unit \_\_\_ as shown on the final plat of \_\_\_\_\_,  
recorded in the real property records of Blaine County, Idaho, on  
\_\_\_\_\_, 202\_\_, as Instrument No. \_\_\_\_-\_\_\_\_\_

(as amended and supplemented from time to time), and as each are further defined and described in that certain Condominium Declaration for The Perry recorded in the real property records of Blaine County, Idaho, on \_\_\_\_\_, 202\_\_, as Instrument No. \_\_\_\_-\_\_\_\_\_ (as amended and supplemented from time to time).

The description will be construed to describe the separate ownership interest in the identified Unit, together with the appurtenant undivided tenant-in-common interest in the Common Area (including its appurtenant Patio, Parking Space(s) and Storage Unit, as applicable), and to incorporate all rights incident to ownership of a Condominium interest and all the limitations on the Ownership as described in the Condominium Documents or any amendments or supplements thereto, whether or not so specified in the instrument.

## ARTICLE 7 USE AND MAINTENANCE OF CONDOMINIUMS

**7.1 Residential Units.** The Residential Units will be used exclusively for single-family residential purposes and other uses incidental thereto as permitted by Applicable Law. Except for Home Occupations permitted pursuant to this Section, no Residential Unit will be used at any time for commercial or business activity. A “**Home Occupation**” will be any gainful occupation conducted in a Residential Unit by an Occupant thereof, provided that the home office or studio located thereon does not exceed five hundred (500) square feet in size and is located entirely within the Unit, and further provided that the Home Occupation is conducted in accordance with the other terms and limitations of the Condominium Documents and Applicable Law. A Residential Unit may be used for other Home Occupations only upon a written approval of the Association, which approval may be subject to requirements and conditions as the Association deems appropriate, and which Home Occupation must in conducted accordance with the other terms and limitations of the Condominium Documents and Applicable Law. No Home Occupation may: (a) involve highly combustible materials; (b) involve retail operations; (c) use power equipment or tools; (d) cause abnormal automotive or pedestrian traffic at the Project; (e) be, in the reasonable opinion of the Board, objectionable due to unsightliness, odor, dust, smoke, noise, glare, heat, vibration or similar disturbances; (f) involve dispatch activities where employees meet at the Project and are sent to other locations; (g) involve other uses that, in the reasonable opinion of the Board, would detract from the residential character of the Project. It will not be a violation of this Section for an Owner to lease its Condominium in accordance with Section 7.2. The use of a Condominium for a shelter home, as the same is defined in Idaho Code § 67-6530, whether or not operated for profit, will for the purposes of this Declaration be a commercial or business use to the fullest extent permitted by Applicable Law.

**7.2 Residential Leasing.** In order to foster and maintain the stable, residential character of the Residential Units in the Project and to preserve the value of the Project and the Condominiums, no Owner may lease, in whole or part, the Owner’s Residential Unit to any Person except as expressly permitted in this Section 7.2. For purposes of this Section 7.2, the term “lease” as applied to a Condominium will be deemed to include, without limitation, any rental, letting, licensing, subletting, demising or assignment of any interest, estate or right of use, enjoyment, occupancy or possession of any Condominium (or portion thereof) to any Person other than a Person who is a member of the Owner’s family. For purposes of this Section 7.2, a “member of the Owner’s family” will be defined as any individual who is related to the Owner by blood, marriage, or adoption. If an Owner leases a Residential Unit in violation of the restrictions set forth in this Section or otherwise fails to comply with this Section, the Owner will indemnify, defend and hold harmless the Association and the other Owners from and against any and all loss or damage arising from or related to the violation. The Association will be entitled to exercise all rights and remedies specified herein or otherwise as a result of the violation, including an action for injunctive relief and an action to evict any unauthorized occupant if allowable by law.

7.2.1 Leasing and Vacation Rentals. Except as provided in subsection 7.2.2, an Owner may lease its entire Residential Unit for any term, including short term vacation rentals, but only through a professional rental management company that has been approved by the Association. Owners are prohibited from self-managing rentals of Residential Units through online services such as AirBnB and VRBO, or in any other manner. Upon execution of any agreement with an Association-approved rental management company, the Owner shall notify the Association.

7.2.2 Workforce Housing Program. Declarant may, at its sole option, include (through lease, sale or operation) up to seven (7) Residential Units in a Workforce Housing Program. A “**Workforce Housing Program**” is any program operated by Declarant, an Association-approved manager, a governmental entity or any 501(c)(3) public charity whereby residential dwellings are leased to households where, at first occupancy, the gross income of all members of the household (i.e., any person who will occupy the dwelling) is not more than 140% of the then current average median income for Blaine County, Idaho, under Section 8 of the United States Housing Act of 1937, as amended (including adjustments for family size) (or any successor approved by Association). No Residential Unit that is part of a Workforce Housing Program may be further leased or used for a vacation rental under subsection 7.2.1.

7.2.3 No Animals in Rental Units. Except as required by Applicable Law or otherwise approved by the Board, no animals will be allowed in a leased Residential Unit.

7.2.4 Owner’s Responsibility. An Owner who leases a Residential Unit will be fully responsible for the actions and inactions of, and damage caused by, the occupants of the leased Residential Unit as if the actions, omissions or damages were caused by the Owner. Any Owner who leases a Residential Unit will comply with this Declaration and all Applicable Laws.

7.2.5 Leases Subject to Declaration. Each lease must (i) be in writing; (ii) provide that the lease will be subject in all respects to the Condominium Documents; and (iii) provide that any failure by the Tenant to comply with the terms of the Condominium Documents will be a default under the lease. Upon execution of any lease of a Residential Unit, the Owner (or operator of the Workforce Housing Program, as applicable) of the leased Residential Unit will provide the Association with a copy of the lease and the name and contact information of the Tenant.

7.3 Commercial Units. Commercial Units and their appurtenant Limited Common Areas are restricted to those office, commercial and retail uses permitted under applicable City of Ketchum ordinances subject to the restrictions set forth in this Article 7 or elsewhere in this Declaration. Commercial Units may be leased, provided each lease must (i) be in writing; (ii) provide that the lease will be subject in all respects to the Condominium Documents; (iii) provide that any failure by the Tenant to comply with the terms of the Condominium Documents will be a default under the lease; and (iv) be in compliance with Applicable Law. Upon execution of any lease of a Commercial Unit, the Owner of the leased Commercial Unit will provide the Association with the name and contact information of the tenant.

7.4 Obstructions of Common Area. Except to the extent installed or placed by the Association in a manner that is not expected to create a life safety issue, there will be no obstruction of the Common Area, nor will anything be stored on any part of the Common Area without the prior written consent of the Association. Nothing will be altered on, planted in, constructed on, or removed from the Common Area except upon the prior written consent of the Board.

7.5 Maintenance of Interiors and Limited Common Area. Except as otherwise set forth herein, or except as otherwise agreed by the Association, each Owner shall, at its sole expense, keep the interior of the Unit and the equipment, appliances, and appurtenances relating thereto, in a good and

sanitary condition, free of rodents, pests and mold, in good order, condition, repair and appearance in accordance with maintenance schedules contained in any preventative maintenance manual provided by the Declarant or the Association containing minimum maintenance or other standards applicable to the individual Units and/or the Limited Common Area appurtenant thereto (an “**Owner Maintenance Manual**”), and shall do all decorating and painting at any time necessary to maintain the good appearance and condition of the Unit. The requirements set forth in any Owner Maintenance Manual are in addition to the requirements of any warranty or other operating guidelines and instructions. Each Owner shall be responsible for the maintenance, repair or replacement of: the sliding deck doors and related door hardware and door jams; plumbing lines, hoses and fixtures; water heaters, fans, heating, cooling, or other equipment; fireplace flues (including required inspections and cleaning); and electrical fixtures or appliances which may be in, or are part of, the Owner’s Unit. The Association may, as a Common Area expense, provide for the inspection of any Unit or Limited Common Area, where the failure to maintain the same may cause damage to the Common Areas or any other Unit or cause unnecessary expenses, including water heaters, toilets, sinks, showers, bathtubs, deck drains, deck surfaces, flashing, membranes, other weatherproofing components, fireplace flues, and plumbing and electrical fixtures (referred to herein as “**High-Risk Components**”). The Association shall give written notice to the Occupant at least three days before entering, stating the items to be inspected and time of the inspection. The Association may impose any reasonable requirements for the purpose of mitigating the risk of damage from High-Risk Components including: (i) installation protective pans and alarms; (ii) imposing a schedule for inspections or replacement at specified times; (iii) establishing minimum standards for replacements of the High-Risk Components; (iv) imposing standards for those people performing any inspections, repairs or replacements; (v) requiring notice to the Board and the opportunity for the Board to supervise all work relating to the High-Risk Components; and (vi) provide the Board with any evidence the Board may reasonably request to confirm that the Owner has complied with its obligations regarding the High-Risk Components. Each Owner will notify the Association of any unsafe condition existing in, on, or around the Limited Common Area. In addition, nothing unsightly, in the reasonable opinion of the Board, will be kept on any exterior Limited Common Area (including, without limitation, all Patios).

**7.6 Window Washing.** Each Owner of a Commercial Unit shall be responsible for washing its own windows (interior and exterior). The Association shall be responsible for washing the exterior of all other windows in the Project, the cost of which shall be allocated to the Owners of the Residential Units. Each Owner of a Residential Unit is responsible for washing the inside of the windows for such Unit.

**7.7 Prohibition of Damage and Certain Activities.**

**7.7.1 Damage or Waste.** No damage to, or waste of, the Common Area or any part thereof will be committed by any Owner or the Owner’s Tenants, Occupants, invitees, or licensees, and each Owner will indemnify and hold the Association and the other Owners harmless against all loss resulting from any damage or waste caused by the Owner or the Owner’s Tenants, Occupants, invitees, or licensees. Not by way of limitation of the foregoing, each Owner will pay the cost to repair any damage caused to a Unit or Common Area as a result of the Owner’s moving in or out of the Unit.

**7.7.2 Trash Removal and Nuisances.** Each Owner shall be responsible for removing all trash and garbage from its Unit and depositing it promptly in proper receptacles as designated by the Association in accordance with such rules and regulations as the Board may adopt. No rubbish or debris of any kind will be placed or permitted to accumulate anywhere upon the Project or any portion thereof, except in such receptacles, and no odor will be permitted to arise from any portion of the Project so as to render, in the reasonable opinion of the Board, the Project or any portion thereof unsanitary, offensive, or detrimental to the Project, or to any other property in the vicinity of the Project. No exterior fires and no obstructions of pedestrian walkways will be permitted to exist at the Project. No business or Home

Occupation, no noise, vibrations, unsightliness or other nuisance will be permitted to exist or operate upon any portion of the Project in violation of Applicable Law or so as to be, in the reasonable opinion of the Board, offensive or detrimental to the Project or to its Owners or their Occupants or to other property in the vicinity Project. Without limiting the generality of any of the foregoing, no Owner will use or install or permit to be used or installed any whistles, bells or other sound devices, or flashing lights or search lights within the Project without the Board's approval. Owners shall keep music, subwoofers and other noises at a level so as not to be audible outside such Owner's Unit. No unsightly articles will be permitted to remain on any Condominium so as to be visible from any other portion of the Project. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, heat pumps, compressors, and containers will be kept in the containers and other areas designated for that purpose by Declarant or the Board. No clothing or fabric may be hung, dried, or aired in a way that is visible from the exterior of the Unit it in which it is hung, dried or aired. Window air-conditioning units are not allowed.

7.7.3 Violation of Law. Owners will not use or suffer or permit any Person to use any Condominium or any part thereof for any use or purpose in violation of Applicable Law.

7.7.4 Violation of Condominium Documents. Owners will not use or suffer or permit any Person to use any Condominium or any portion thereof, for any use or purpose in violation of any of the terms and conditions of the Condominium Documents.

7.7.5 Advertising. Except as allowed by Association Rules or by prior written approval of the Board, Owners will not display or sell merchandise or allow carts, portable signs, devices or any other objects to be stored or to remain outside the defined exterior walls and permanent doorways of the Residential Units. Owners of Commercial Units may use exterior Limited Common Areas appurtenant to their Units and, subject to Applicable Law and/or permitting, sidewalks, for commercial uses allowed under this Declaration. Owners further agree not to install any exterior lighting, shades or awnings, amplifiers or similar devices or use in or about the Project, or any advertising medium or promotional materials or facilities which may be distributed, heard or seen outside the Unit, such as flyers, flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts, or make any changes to the facade of the Project or operate any customer service windows without Board's prior written consent. Owners will not conduct or permit to be conducted any sale by auction in, upon or from the Units, whether the auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other solvency proceeding.

7.7.6 Increase in Insurance Rates. Except with the prior consent of the Association, no Owner may do or permit anything to be done in or about any Unit or Common area that would result in the cancellation of, or an increase in the rate of, the insurance on the Project. Any Owner taking or permitting any such action with Board approval will be solely responsible for the payment of any increase in insurance premiums.

7.7.7 Disruption. Owners will not do or permit anything to be done in or about the Unit or Common Area which will in any way obstruct or interfere with the rights of other Owners or Occupants in the Project, create undue noise and disruption, or injure or annoy them or use or allow the Unit to be used for an unlawful or objectionable purpose, nor will Owner cause, maintain or permit any nuisance in, on, or about the Project.

**7.8 Commercial Unit Restrictions.** In addition to the other restrictions set forth in this Section 7, Commercial Units shall be subject to the following requirements:

7.8.1 Commercial Units shall not be used for any of the following: copy center; medical laboratory; food processing; manufacturing activities; wholesale or retail sales of pornographic literature, photographs or movies; card room; dance hall, pool hall; video arcade or other similar form of amusement center; musical school or studio; adult motion picture theater; laundry; dry-cleaning (drop off and pick up facility is permitted), dyeing or rug cleaning plant; jail; hotel, apartment hotel or motel; bar or tavern (however, specialty bars which are compatible with high-end, mixed-use communities are permitted, such as a wine bar, mocha martini bar, or brew pub); package liquor store (however, specialty shops which are compatible with high-end, mixed-use communities are permitted such as a wine shop); taxidermy shop; retail pet shop or animal clinic (a pet supply store which does not sell live animals is permitted); work release center, drug rehabilitation center or social service agency; tattoo parlor or body piercing business (a beauty shop offering ear piercing services is permitted); church, synagogue, mosque or place of religious worship; any public meeting place or place of public assembly; mortuary, crematorium or funeral home; automobile, truck, trailer or recreational vehicle sales, leasing or display or body shop repair operation; pawn shop; or flea market.. No Commercial Unit may be used for restaurant or related uses which require grease traps or Type 1 hood/ventilation for cooking facilities. Unless the Board allows longer operating hours, the Commercial Units shall maintain hours of operation no earlier than 8:00 AM and no later than 10:00 PM

7.8.2 The delivery or shipment of merchandise, supplies, and fixtures to and from a Commercial Unit shall be accomplished in a manner that shall not unreasonably interfere with the quiet enjoyment or the security of the Residential Units.

7.8.3 The Owner of any Commercial Unit shall not allow or permit any continuing vibration or any offensive or obnoxious and continuing noise or any offensive or obnoxious and continuing odor to emanate from the Commercial Unit into the Residential Units or other Commercial Units, nor shall the Owner allow or permit any machine or other installation therein to constitute a nuisance or otherwise to unreasonably interfere with the safety or comfort of any of the Owners of other Units. Upon the failure of the Owner of any Commercial Unit to remedy any such noise, vibration or odor, then the Board may at its option either: (1) cure such condition at the Owner's cost and expense; or (2) pursue any other available legal or equitable remedy.

7.8.4 The Owner of any Commercial Unit shall bear the expenses relating to any changes in electrical, gas or water service necessitated by the use of the Unit.

7.8.5 The Owner of any Commercial Unit must screen the interior of the Unit from public view when those Units are vacant to keep those Units from appearing abandoned and to otherwise make those Units compatible with the nature of the community.

7.8.6 The Owner of any Commercial Unit, with appropriate permits from the City, may use the sidewalk adjacent to the Unit for outdoor seating, sidewalk sales, or similar uses relating to the business conducted at the Unit. The Owner shall be responsible for complying with all requirements of the City regarding its use and shall perform any clean up required by its use.

**7.9 No Hazardous Activities.** No activities will be conducted on the Project which are or might be unsafe or hazardous to any Person or property including, without limitation, any open fires (except in a contained in a Declarant or Board-approved barbecue or gas fireplace or fire pit) and/or the discharge of firearms.

**7.10 Over the Air Reception Devices.** All Owners who desire to use any device or antenna to receive over the air transmissions will be required to use one Declarant or the Association may install one common antenna or other device to receive over the air transmissions, which antenna or device will be

located on the Project in a location designated and approved by the Declarant or the Board (a “**Common Antenna**”). In event a Common Antenna is installed, all Owners who desire to use any antenna or device to receive over the air transmissions will be required to use the Common Antenna, subject to reasonable restrictions related thereto established by the Board. Notwithstanding the foregoing, no portion of this restriction will apply to the extent that it conflicts with any Applicable Law governing such antenna or devices. Those Owners using the Common Antenna will share the costs and expenses associated therewith in the manner reasonably determined by the Board.

In the event a Common Antenna has not been installed, Owners will be permitted to install small satellite dishes or other devices within the service well on the roof of the Project for cable services using the electrical conduit system located in the core of the Project, subject to the prior written approval of the Board. In the event that a satellite dish or other device is approved by the Board, it (and any related equipment) must be installed and/or screened in the manner approved by the Board.

**7.11 Energy Devices, Outside.** No energy production devices or generators of any kind (including without limitation solar energy devices and windmills), will be constructed or maintained on or in any portion of the Common Area without the prior written approval of the Board. In the event that the addition or use of such a device is approved by the Board, it (and any related equipment) must be installed and/or screened in the manner approved by the Board.

**7.12 Signs.** No signs of any kind, including, without limitation, “for sale,” “for lease,” “for rent,” and “open house” signs, holiday signs, social commentary signs, decorations, or banners, or political or commercial signs, will be displayed on or from any portion of the Project except as approved by the Board in its reasonable direction, except that political signs in support of or opposition to any candidate for office or a ballot measure may be displayed thirty (30) days prior to the date on which votes are cast for such candidate or ballot measure, and will be removed within two (2) days after any such date. Notwithstanding the foregoing, no portion of this restriction will apply to the extent that it conflicts with any Applicable Law governing signs, and, provided, further, Commercial Units may display signs identifying the businesses located therein as allowed under Applicable Law.

**7.13 Window Treatments.** No window or glass tinting or coverings will be permitted, including any appliques, decals, or other materials, that would be visible from the exterior of any Unit, or that would otherwise in any manner change the exterior appearance of any glass or window in terms of color, reflectivity, tint, or appearance, except as otherwise may be permitted by the Board. In the event replacement of any glass pane constituting Common Area will become necessary, such glass will be replaced by the Association; provided, however, an Owner may be required to pay for such replacement pursuant to Section 9.5. This paragraph will be interpreted in such manner as to favor and facilitate a uniform appearance of the Project from the exterior thereof. Each Unit will be equipped with MechoShades. No Owner may change the shades in its Unit, except to replace damaged or malfunctioning MechoShades with either the same shade or a substantially similar shade approved by the Board. Owners may install interior drapes, so long as the color and material of the drapes are either set forth as approved items in the Association Rules or are otherwise approved by the Board. Items including, but not limited to, paper shades, aluminum foil, newspaper, sheets, cardboard, reflective tint, paint, etc. are not permitted to be used as window covering.

**7.14 Water Beds.** No water beds are permitted in any Unit. Each Owner acknowledges that substantial damage to other Units and/or Common Areas may occur as a result of a violation of this restriction.

**7.15 Space Heaters.** No space heaters are permitted in any Unit. Each Owner acknowledges that substantial damage to other Units and/or Common Areas may occur as a result of a violation of this restriction.

**7.16 Appliances.** No appliances will be installed or maintained in a Unit that are inconsistent in terms of energy source or energy usage from those utility lines and hookups initially installed or made available by Declarant with respect to a Unit. By way of illustration, but not of limitation, if and to the extent that the Unit was originally equipped with a gas utility hookup for clothes dryers, stoves, ovens, or other appliances, no modifications will be permitted for the installation of electricity powered clothes dryers, stoves, ovens or other appliances, unless electricity powered clothes dryers, stoves, ovens or other appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. Likewise, if the Unit was originally equipped and/or designed for any electrical appliances, no modifications will be permitted for the installation of gas-powered appliances, unless gas powered appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. The Board reserves the right to designate specific Association Rules pertaining to the minimum design and performance characteristics of appliances to be installed in the Units. All installation and use of any appliances will comply with and not violate the terms of any warranty guidelines or manufacturers' guidelines or recommendations.

**7.17 Construction and Structural Alterations.** An Owner may make improvements or alterations to the interior of the Owner's Unit and the Limited Common Area appurtenant to such Unit, provided that such improvements or alterations: (a) do not impair the structural integrity, mechanical systems or Common Area of the Project; (b) are not to walls, doors, windows, or other portions of the Project that are visible from the outside of the Unit; and (c) do not otherwise penetrate any Common Area. To the extent an Owner desires to make an improvement or alteration in violation of any portion of the foregoing, the Owner will first obtain the prior written consent of the Board, which consent will not be unreasonably withheld or delayed. All improvements and alterations constructed pursuant to the terms of this Section 7.17 will comply with all Applicable Laws.

The Board may adopt work rules and work hours provided the same are reasonable, apply to all Owners, are enforced on a nondiscriminatory basis, and serve the primary purpose of ensuring safe and orderly construction, limiting disruption of Owners, Occupants and their invitees, and preventing damage to the Common Areas and Units. All work shall be done by licensed contractors and shall comply with all Applicable Laws. All work shall be done in a workmanlike manner and in accordance with a sound engineering design. All work affecting the structural portions shall be approved by a licensed structural engineer. All work affecting the weatherproofing systems shall be monitored during construction and upon completion approved by a qualified building enclosure inspector. All work which increases the load on shared utility systems and facilities, if any, shall be approved by a properly licensed and qualified engineer. Each Owner shall notify the Board of any work which will take longer than 180 days to complete, or will involve project costs in excess of \$250,000, and shall include with that notice evidence of compliance with the insurance requirements stated in Section 7.17.

**7.18 Sewer System Restrictions.** No Owner or other Person will deposit any glass, metal, seafood shells, diapers, clothing, rags, plastic, sanitary napkins, tampons, flammable material, oil, gas, grease, chemicals or other objects or materials other than natural human waste and generally accepted household cleaners into the sewer system either directly or through any Owner's waste disposal unit(s). The cost of any and all damage sustained by the sewer system caused by an Owner's deposit in the sewer system of any of the items listed above will be the sole responsibility of the Owner.

**7.19 Hard Surface Flooring.** No Owner will install any hard surface flooring (including tile or hardwood floors) or replace any flooring with any hard surface flooring without the prior written



consent of the Board. Such hard surface flooring or replacement flooring will meet the standards set forth by the Board as may from time to time be set forth in the Association Rules.

**7.20 No Smoking.** The Project is hereby designated as “smoke free,” and no smoking of any kind is allowed at the Project, including without limitation “vapor” smoking. Notwithstanding the foregoing, the Board may from time to time designate certain outdoor areas of the Project as “**Permitted Smoking Areas**,” in which event smoking will be allowed only in such designated areas. Neither Declarant nor the Association guarantees a smoke free environment at the Project or any portion thereof.

**7.21 Parking Restrictions.** Parking Spaces may be used only for the parking of operable vehicles in good condition and small boats, and then only in accordance with the Association Rules. No recreational vehicles, camper vans or similar vehicles may be stored in the Parking Spaces without the prior consent of the Board. Each Parking Space (which specifically exclude all handicapped parking spaces identified on each Plat) will initially be designated and assigned by Declarant pursuant to a deed or other recorded document or instrument, and once so designated and assigned, such Parking Space will be Limited Common Area appurtenant to, and for the exclusive use of, the Unit to which the Parking Space is designated and assigned, to the exclusion of all other Unit Owners. The Association will keep a list of the Parking Spaces so assigned and designated by Declarant. After being assigned and designated by Declarant, Parking Spaces will not be conveyed separate and apart from the Unit to which they are appurtenant, and any attempt to do so will be void *ab initio*; provided, however, that certain of the Parking Spaces may be assigned to the Association, which Parking Spaces may be used as permitted by the Association, which uses may include excess parking for Owners, visitor parking for guests, or for the exclusive use of a Unit (with or without rental payment), and the Association will have the further right to convey such spaces by deed to an Owner of a particular Unit, in which event such Parking Space will be Limited Common Area appurtenant to, and for the exclusive use of, the Unit to which the Parking Space is designated and assigned, to the exclusion of all other Unit Owners.

**7.22 Patio Restrictions.** Patios will not be used for storage purposes, including for the storage of pets, pet equipment, bicycles, boxes, storage sheds, and so forth, except that patio furniture will be permitted on Patio in accordance with this Section. Any plants or similar items kept on a Patio will be in accordance with the approved plant list or otherwise subject to approval by the Board, will be watered and maintained in good condition, and dead plants, leaves, and other items will be promptly removed and discarded. No over-watering of any plants located on a Patio (i.e., of such a nature to cause water run-off) will be permitted. Patio furniture as approved by the Board or that otherwise complies with the Association Rules will be permitted on the Patios. Patios will be kept in a clean and orderly fashion. Owners will not hang any items from the Patios or the railings thereon, and Residential Owners will not place any temporary lighting, whether electric, battery-operated, solar, or otherwise, on the Residential Owner’s Patio. Commercial Owners may put lighting on Patios, subject to compliance with Association Rules. No shelving, storage devices or apparatuses, or other improvements or alterations will be permanently affixed to any Patio, except upon the prior written approval of the Board. No charcoal grills are permitted on Patios or in any Unit.

**7.23 Storage Areas.** All storage areas (excluding Storage Units) made available by the Association to the Owners will be used only for the storage of non-combustible and otherwise non-hazardous items. To the extent such storage areas contain enclosed units, then Owners will only store items that will fit therein when the door to such enclosed area is closed, and such doors will remain closed at all times except when depositing or retrieving items therefrom.

**7.24 Bike Spaces.** Bike Spaces will be used by their respective Owners only for the storage of bicycles. The right to use each Bike Space will be assigned to a Unit by the Association, and once so assigned, such Bike Space will be Limited Common Area appurtenant to, and for the exclusive

use of, the Unit to which the Bike Space is assigned, to the exclusion of all other Unit Owners. The Association will keep a list of the Bike Spaces so assigned. After being assigned by the Association, the right to use the assigned Bike Spaces will not be conveyed separate and apart from the Unit to which they are appurtenant, and any attempt to do so will be void *ab initio*. Unit owner may request a re-assignment of Bike Spaces by the Association, which the Association may grant with the consent of any affected Units.

**7.25 Animals/Pets.** No animals, livestock, or poultry of any kind will be raised, bred, or kept on or in any portion of the Project except that Household Pets (defined below) may be kept for an Owner's personal use provided that: (a) such Household Pets are not bred or maintained for any commercial purpose; (b) no more than two (2) of any combination of Household Pets may be kept in a Unit; and (c) all Household Pets must be properly restrained and controlled at any time they are within the Project. "**Household Pets**" means indoor domesticated dogs, indoor domesticated cats and indoor parrots, parquets and similar birds (but not any domestic birds, such as any type of chicken), and any other animal specifically approved by the Board to be a Household Pet. Any Household Pet which, in the reasonable opinion of the Board, is vicious or excessively noisy, or which damages or destroys property will be deemed a nuisance and will be removed from the Project upon the written request of the Board. An "excessively noisy" Household Pet is any Household Pet that habitually or frequently disturbs the sleep, peace, or quiet of any Occupant. Owners will contact the local animal control agency regarding noisy Household Pets prior to complaining to the Board about such animals. Any costs associated with responding to complaints relating to animals (including without limitation Household Pets), livestock, or poultry at the Project may be levied as a Limited Assessment against the Owner of the Unit in which such animals, livestock, or poultry are being kept. The Owner of the Unit where a Household Pet is kept, as well as the legal owner of the Household Pet (if not the Owner), will be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of any portion of the Project necessitated by such Household Pet. Household Pets will not be allowed on any Common Areas unless they are on a leash and accompanied by their owner or handler. The Owner of any Household Pet shall be responsible for any damage to person or property caused by the Household Pet and shall defend, indemnify and hold the Association and the Board harmless from all liability arising from or caused by the Household Pet. Subject to the requirements of Applicable Law, the Board may adopt rules and regulations prohibiting Household Pets over a particular size or weight, or Household Pets wholly or partially of breeds which the Board deems inappropriate for condominium living.

**7.26 Assistance Animals.** Notwithstanding anything to the contrary contained in this Section hereof, assistance animals are welcome in the Project in accordance with the Fair Housing Act (42 U.S.C. § 3601 *et seq.*, as amended) and the implementing regulations promulgated thereunder. An assistance animal will be as defined in the Fair Housing Act, which is currently any animal needed by a disabled individual to have an equal opportunity to use and enjoy a dwelling. Examples of assistance animals are guide animals, animals that alert people who are deaf, animals that pull a wheelchair, animals that alert and protect a guest who is having a seizure, animals that remind an individual with mental illness to take prescribed medications, animals that calm an individual with Post Traumatic Stress Disorder (PTSD) during an anxiety attack and animals that provide comfort or emotional support. Assistance animals in training are to be treated as assistance animals, even if the handler is not disabled. An assistance animal need not be licensed or certified by any government. Individuals with assistance animals will not be treated less favorably than other Occupants or charged fees that are not charged to other Occupants without animals. The Association will have the right, to the extent permitted under the Fair Housing Act, to prohibit or restrict any assistance animal that: (a) is out of control and the handler does not take effective action to control it; or (b) the animal's behavior poses a threat to the health or safety of others. The Owner of the Unit where an assistance animal is kept, as well as the legal owner of the assistance animal (if not the Owner), will be jointly and severally liable for any and all damage and destruction

caused by the assistance animal, and for any clean-up of any portion of the Project necessitated by such assistance animal.

**7.27 Right to Enjoy and Use Units.** Each Owner will be entitled to use and enjoy the Owner's Unit for its intended purpose and nothing herein is intended to impose or grant the authority to impose any restrictions, limitations or prohibitions which would deprive an Owner of the reasonable use and enjoyment of the Owner's Unit. Notwithstanding the foregoing, no Owner will be entitled to use the Owner's Unit for any uses not allowed under the Ketchum Municipal Code or otherwise limited by this Declaration or any other Condominium Documents.

## ARTICLE 8 THE PERRY OWNERS ASSOCIATION

**8.1 Creation and Designation of Association.** Declarant has incorporated the Association as a nonprofit corporation under the laws of the State of Idaho, and Declarant hereby designates the Association as the "management body" of the Project in accordance with the Condominium Act. The Association is charged with the duties and vested with the powers prescribed by law and set forth in its Articles, Bylaws, this Declaration (as it relates to the Association's management of the Project), and the other Condominium Documents, as each may be amended and/or supplemented from time to time according to their respective terms. Neither the Articles nor the Bylaws will, for any reason, be amended or otherwise changed or interpreted so as to conflict with this Declaration.

**8.2 Membership and Voting.** "Member" means each Person holding a membership in the Association, including Declarant. Every Owner of a Condominium is a Member of the Association and has one (1) membership for each Condominium in the Project owned by the Owner. If the Owner of the a Condominium will be more than one (1) Person, all such Persons will have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Condominium may not be split and will be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote will be cast, such Persons will not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Condominium. To this end, only one (1) vote is allocated to each Condominium, regardless of the number of Persons that hold an ownership interest in such Condominium. Memberships in the Association will be appurtenant to the Unit owned by the Owner. The memberships in the Association will not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer will be void and will not be reflected on the books of the Association. The Association will have two (2) classes of membership as follows:

**8.2.1 Owner Members.** "Owner Members" will be the Owners of the Units, with the exception of the Declarant for so long as the Declarant Member exists. Upon the Declarant Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to the number of votes allocated to each Owner's Unit, as identified on Exhibit D, representing that Owner's Percentage Ownership. Prior to the Declarant Member Termination Date, Owner Members are not entitled to vote.

**8.2.2 Declarant Member.** The "Declarant Member" is Declarant. Until the Transfer of Control Date (the "Initial Development Period"), the Declarant Member will be entitled to (a) to the exclusive power to appoint, remove and replace directors of the Association; and (b) three (3) votes for each Unit until the Unit is conveyed to an Owner Member. The Declarant Member will cease to exist upon the earlier to occur of the following: (a) one hundred twenty (120) days after Declarant has

conveyed seventy-five percent (75%) of the Units in the Project; (b) three (3) years after completion of the Project as evidenced by the first conveyance of an Unit to an Owner; or (c) the date that Declarant informs the Board that Declarant no longer wishes to exercise its rights as the Declarant Member (as applicable, the “**Transfer of Control Date**”).

**8.3 Member Meetings.** The Association will hold an annual meeting of the members and periodic special meetings of the members as set forth in the Condominium Documents.

**8.4 Proxies.** A membership in the Association will be appurtenant to and inseparable from the Condominium owned by such Member. A membership in the Association will not be assigned, transferred, pledged, or alienated in any way except: (a) that an Owner may give a proxy pursuant to the Bylaws; and (b) upon the transfer of title to the Condominium and then only to the transferee of title to the Condominium. Any attempt to make a prohibited transfer of a membership will be void and will not be reflected on the books of the Association. Provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium or to any Person that has assumed by contract, or otherwise, liability for paying Assessments of any Owner.

**8.5 Board of Directors.** The business and affairs of the Association are managed by the Board. The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Declarant has the exclusive right to appoint, remove, and replace directors at any time and from time-to-time in Declarant’s sole discretion, and to otherwise fill vacancies on the Board as they arise. After the Initial Development Period, the Owners have the right to elect and remove directors as provided in the Bylaws. After the Initial Development Period, any vacancy on the Board will be filled by a plurality of the votes cast by the remaining Directors through a special election at any meeting of the Board.

**8.6 Delegation of Authority.** The Board may at any time and from time-to-time delegate all or any portion of its powers and duties to committees, officers, employees, or to any Person to act as manager, including the Management Company.

**8.7 Powers of the Association.** The Association will have all the powers of a nonprofit corporation incorporated under the laws of the State of Idaho and all of the powers and duties set forth in the Condominium Documents, including the power to perform any and all acts which may be necessary to, proper for, or incidental to the foregoing powers. The powers of the Association include, by way of illustration and not limitation:

8.7.1 Assessments. The power and authority to levy Assessments on the Owners of Condominiums and to enforce payment of such Assessments, including the power and authority to establish and fund via Assessments such operating and capital reserves as the Board deems necessary or prudent.

8.7.2 Right of Enforcement. The power and authority at any time and from time-to-time, on its own behalf or on behalf of any consenting Owners, to take any action, including any legal action, to prevent, restrain, enjoin, enforce, or remedy any breach or threatened breach of the Condominium Documents. The power of enforcement includes:

8.7.2.1 The right to remove, alter, rebuild, or restore any improvements constructed, reconstructed, refinished, added, altered, or maintained in violation of the Condominium Documents. If such improvements are located in a Unit, the Board must first provide the Owner thereof with a notice specifying the default and a reasonable period (no less than ten (10) days and not to exceed

thirty (30) days) to cure, and the Owner of the improvements must immediately reimburse the Association for all expenses incurred with such removal.

8.7.2.2 The right to enforce the obligations of the Owners to pay each and every Assessment or charge provided for in the Condominium Documents.

8.7.2.3 The right to perform any duty or obligation of an Owner under the Condominium Documents if such duty or obligation is not timely performed by the Owner. In such event, the defaulting Owner must immediately reimburse the Association for all costs reasonably incurred by the Association in performing such duty or obligation. Except in the event of an emergency, the Association must provide the defaulting Owner with a notice specifying the default and a reasonable period (no less than five (5) days and not to exceed thirty (30) days) to cure prior to exercising its power and authority hereunder.

8.7.2.4 The right to authorize variances from the requirements of this Declaration when required by Applicable Law (such as the Fair Housing Act) or when needed to prevent the requirements would impose an undue hardship on an Owner that would be inequitable for the Owner to bear. The granting of a variance does not waive any element of the Declaration for any purpose except as to the particular Condominium and the particular provision covered by the variance. Approval of a variance does not affect the Owner's obligation to comply with the other elements of this Declaration or Applicable Law.

8.7.3 Association Rules. The power and authority to adopt, amend, and repeal the Association Rules as the Board deems reasonable and appropriate to govern the Project, including rules and regulations regarding: (a) the use of the Common Area; (b) imposition of fines for violations of the Condominium Documents (subject to Applicable Law, such as Idaho Code § 55-115); and (c) procedures in the conduct of business and affairs of the Association. Except when inconsistent with this Declaration, the Association Rules have the same force and effect as if they were set forth in and were made a part of this Declaration. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, will be mailed or otherwise delivered to each Owner.

8.7.4 Emergency Powers. The power and authority to enter upon any Unit as necessary in connection with any maintenance or construction for which it is responsible, or when necessitated by violation of the Declaration or other Condominium Documents, or in the event of any emergency involving potential danger to life or property and the power to take corrective action. Such entry will be made with as little inconvenience to the Owners as practicable and any damage caused thereby will be repaired by the Association, except as otherwise provided herein. Owners acknowledge that the Ketchum City Fire Department and the Association may have a master key to all locks in the Project. Owners further agree to notify the Board and employ a locksmith approved by the Board before any locks may be changed to preserve the system.

8.7.5 Common Area. The power and authority to manage, operate, maintain, repair, and replace the Common Area for the benefit of the Project and the Owners, and the power and authority to construct, install, maintain, repair, replace, and operate any improvements in the Common Area, any public right-of-way serving the Project or any other location deemed by the Board to benefit the Project, including any fences, signs or other improvements at Project entrances or otherwise in the vicinity of the Project, and any berms, retaining walls, fences, and other amenities within or abutting any Common Area.

8.7.6 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Project, and/or

for the preservation of health, safety, convenience and welfare of the Owners. The foregoing power includes, without limitation, the power to grant and convey to such third parties licenses, easements, and rights-of-way for the purpose of constructing, erecting, operating, or maintaining any of the following:

8.7.6.1 Lines, cables, wires, conduits, or other devices for the transmission of electricity, heating, power, telephone, television and data, other utility services and, meters and other facilities associated with the foregoing;

8.7.6.2 Sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and

8.7.6.3 Cross parking easements, sidewalk abutments, drive lanes, parking areas, curb cuts, landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose.

8.7.7 Property for Common Use. The power and authority to acquire and hold for the use and benefit of all of the Owners, or for the benefit of only those Owners within a particular Condominium, tangible and intangible personal property and real property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property will be deemed to be owned by the Owners in the same proportion as their respective interest in the Common Area.

8.7.8 Amenity Agreements. The power and authority to enter into any lease, license, use, or other agreement as the Board deems proper or convenient to secure the use of off-site amenities or facilities for the benefit of the Project. Without limiting the generality of the foregoing, and only by way of example, the Association may enter into such agreements with others for the use of any recreational amenities or facilities, including clubhouses and swimming pools, by the Owners on such terms as the Board deems reasonable or prudent.

8.7.9 Inspection. The power and authority to enter a Unit for the purpose of conducting a regular maintenance inspections.

8.7.10 Taxes. The power and authority to pay all real and personal property taxes and assessments (if any) levied against the Common Area, the Association, and any other property owned by the Association. In addition, the Association must pay all taxes, including income, revenue, corporate, or other taxes (if any) levied against the Association.

8.7.11 Entitlement Obligations. The power and authority to fulfill any duties imposed by any governmental or other quasi-governmental agencies as part of the entitlements for the development of Project, including any requirements or obligations identified in such entitlements as the responsibility of community association or homeowners' association or management body, such as plat notes, development agreements, or conditions of approval.

8.7.12 Financing. The power and authority to enter into any agreements necessary or convenient to allow Owners to take full advantage of, or secure the full availability of, any Financing Programs.

8.7.13 Estoppel Certificates. The power and authority to execute a written statement stating: (a) whether or not, to the knowledge of the Association, a particular Owner or Owner's Condominium is in default of the Condominium Documents; (b) the dates to which any Assessments have been paid by a particular Owner; and (c) such other matters as the Board deems reasonable. Any such certificate may be relied upon by a bona-fide prospective purchaser or Mortgagee of the Owner's

Condominium, but only to the extent such prospective purchaser or Mortgagee has no knowledge to the contrary. The Association may charge a reasonable fee for such statements.

8.7.14 Improvements in Public Right-of-Way. The power and authority to enter into license and easement agreements with the City of Ketchum (or assume the duties and obligations under any such license agreement entered into by Declarant) to install, maintain, improve, irrigate, trim, repair, and replace improvements and landscaping in the public rights-of-way (including sidewalk easements and planter strips).

8.7.15 Implied Rights. Notwithstanding the foregoing, the Association may exercise any other right or privilege given to it expressly by this Declaration or by Applicable Law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such rights will include without limitation the right to acquire water meters for each Unit.

8.7.16 Use of Association Powers. Notwithstanding the foregoing, the Association will not take any action that would impair an Owner's right to enjoy and use his/her Unit as set forth herein, in particular Section 7.27.

8.7.17 Power to Levy Fines. The power to impose reasonable monetary fines which will constitute a lien upon the Unit owned or occupied by the Owner, Lessee, or other Person determined by the Board to be in violation of the Condominium Documents (each a "**Violation**"). Provided, however, the Association will not impose a fine on an Owner for a Violation unless: (a) the Board votes to impose the fine at any regular or special meeting of the Board or the Association (individually, a "**Levy Meeting**"); (b) the Owner is provided at least thirty (30) days advance notice of the Levy Meeting by personal service or certified mail at the last known address of the Owner as shown in the records of the Association; and (c) the Owner is given a reasonable opportunity to respond to the Violation during the Levy Meeting. Provided further, the Association will not impose a fine on an Owner if the Owner, prior to the Levy Meeting, begins resolving the Violation and continues to address the Violation in good faith until the Violation is fully resolved (the "**Remedial Period**"). For purposes of this Section, the phrase "address the violation in good faith until the Violation is fully resolved" means the Owner must resolve the Violation within thirty (30) calendar days of the Notice; provided, however, if the nature of the Violation is such that more than thirty (30) calendar days are required for its resolution, then the Owner must diligently prosecute the same to completion within sixty (60) calendar days. All such fines will be deemed to be a part of the Assessments to which the Owner's Unit is subject under this Declaration. In all events, no portion of such fines may be used to increase the compensation to the Board or agent thereof.

8.7.18 Common Parking Spaces. The power to manage and regulate the use of any Parking Spaces owned by the Association as Common Area in any manner the Association deems appropriate, including (a) the power to lease or sell the Parking Spaces to any Unit Owners; (b) the power to reserve or limit the spaces for guests, employees, disabled persons, charging station use or other users or uses. The Association may designate the Parking Spaces that are Common Area for the primary or exclusive use of parking and/or charging of electric vehicles. If the Association provides for electric vehicle charging, the Association may elect to have some or all of the cost of electricity be an Expense, and the Association may elect to charge some or all of the cost of electricity to the users thereof on such terms as the Association deems appropriate.

**8.8** Duties of the Association. In addition to the power delegated to it by the Condominium Documents, the Association or its agents will have the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

8.8.1 Operation and Maintenance of Common Area. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area and all improvements thereon (subject to exclusions in this Declaration **Error! Reference source not found.**), including parking areas, landscaping, drive lanes, common seepage beds and the exterior of the Project, including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired by the Association, and will maintain the same in a good, clean, attractive and sanitary condition, order and repair. The Association shall obtain a capital reserve study at least every [\_\_\_\_] years and maintain sufficient reserves to offset major common area expenditures.

8.8.2 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area, the Association, or property owned by the Association and all such taxes will be paid or a bond insuring payment posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association will pay all other taxes, federal, state or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

8.8.3 Water and Other Utilities. Acquire, provide and/or pay for water, storm drainage system maintenance, sewer, electric systems, garbage, disposal, refuse and rubbish collection and other necessary services for the Common Area and Units, except to the extent separately billed or separately metered, as may be determined by the Board from time to time in its discretion.

8.8.4 Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the policies of insurance described in Article 13 hereof.

8.8.5 Maintenance of Exteriors and Improvements. Maintain and repair the exterior surfaces of the Project and improvements in the Project. The exterior maintenance will include: painting, staining, repairing, replacing and caring for all exterior surfaces including roofs and exterior portions of doors as necessary to maintain them in good condition consistent with similar properties in the location of the Project.

8.8.6 Inspection and Maintenance Guidelines. The Board will adopt inspection and maintenance guidelines for the periodic inspection and maintenance of the Common Area, including, without limitation, the sewer system and drainage facilities. The Board periodically, and at least once every two (2) years, will review and update the inspection and maintenance guidelines. The Board will take all appropriate steps to implement and comply with the inspection and maintenance guidelines, and will keep records of such implementation and compliance.

8.8.7 Maintenance of Records and Right of Inspection. The Association will keep such records of its business and affairs as is customary for community or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board and committees. Such records will be available at the Association's regular offices for inspection and copying by any Owner at the Owner's expense. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Section 8.8.7. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

**8.9 Immunity and Indemnification.** Each Owner understands and agrees that: (a) Declarant and its members, managers, agents, and employees, and (b) the Association, its directors, officers, agents,



employees, and committee members (each individually a “**Released Party**”) will be immune from personal liability to the Owner, and the Owner hereby knowingly and voluntarily waives and releases each Released Party, for such Released Party’s actions or failure to act with respect to the Condominium Documents to the extent that such acts or failures to act do not constitute willful misconduct on the part of such Released Party. The Association will indemnify, defend, and hold each Released Party harmless from any action, expense, loss or damage caused by or resulting from such Released Party’s actions or failure to act with respect to the Condominium Documents; provided, however, the Association will not be obligated to indemnify, defend, and hold harmless any Released Party for their own gross negligence or willful misconduct. Further, except to the extent covered by insurance obtained by the Board, none of the Association, the Board, or the Declarant shall be held liable for: the failure of any utility or other service obtained and paid for by the Association; any injury or damage to person or property caused by the elements, or resulting from electricity, water, rain, snow, dust, or sand which may lead or flow from outside or from any parts of the Project, or from any of their pipes, drains, conduits, appliances, or equipment, or from any other place; or inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such liability or service failure, or for such injury or damage, or for such inconvenience or discomfort.

**8.10 Waiver of Consequential Damages.** Neither the Declarant nor the Association will be liable to any Owner for, and each Owner releases the Declarant and the Association from, any form of indirect, special, punitive, exemplary, incidental, consequential, or similar costs, expenses, damages, or losses.

## ARTICLE 9 ASSESSMENTS

**9.1 Covenant to Pay Assessments.** By acceptance of a deed to any Condominium, each Owner covenants and agrees to pay when due (without deduction, setoff, abatement of counterclaim of any kind whatsoever) all Assessments or charges made against the Owner or the Owner’s Condominium pursuant to the Condominium Documents. Assessments against a Condominium will be a continuing lien on such Condominium until paid, whether or not ownership of such Condominium is transferred. Assessments against a Condominium are also the personal obligation of the Owner of the Condominium when the Assessment becomes due and payable. Such personal obligation will remain with the Owner regardless of whether the Owner remains the owner of the Condominium. Delinquent Assessments related to a Condominium will not pass to the Owner’s successors in title unless expressly assumed by them. Such Assessments and charges, together with interest, costs and reasonable attorneys’ fees, which may be incurred in collecting the same, will be a charge on the Condominium and will be a continuing lien upon the Condominium against which each such Assessment or charge is made. The due date, manner and method of payment will be as set forth in this Declaration or as established by the Board from time to time.

**9.2 Rate of Assessment.** Except as otherwise provided herein, all Owners will be responsible for Regular Assessments and Special Assessments levied by the Association in proportion to their Percentage Ownership. Owners will be responsible for Limited Assessments levied by the Association, as set forth in Section 9.5.

### **9.3 Regular Assessments.**

**9.3.1 Purpose of Regular Assessments.** The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including attorneys’ fees and other professional fees, for the conduct of its affairs as provided in this Declaration (including without limitation Article 8 hereof) and other Condominium Documents, including without limitation the costs

and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area and furnishing utility services, including water, sewer, gas, geothermal systems, trash and electricity and other common services to the Common Area, and each Condominium (if not separately metered), insurance, and any deficit remaining from previous periods (collectively the “**Expenses**”). “**Expenses**” will also include and an amount to fund adequate reserves for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis, and for extraordinary operating expenses, contingent risks or liabilities (such as indemnification and defense expenses), capital repairs, capital replacements, and any other expenses for which the Board, in its reasonable opinion, deems prudent to fund a reserve. If not already separately metered, the Board reserves the right to separately meter utility services provided to each Condominium, and in such event the Owner of the Condominium will be fully responsible for the costs of providing utilities for the Owner’s individual use.

9.3.2 Computation of Allocation for Regular Assessments. Unless otherwise determined by the Board, the Association will compute and forecast the amount of its Expenses and Regular Assessments on an annual basis. The computation of Regular Assessments will take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association, unless a change in the Members or other circumstance makes its impracticable to compute the Regular Assessments in that timeframe. In such event, the Owners will be immediately notified upon completion of such computation. Notwithstanding the foregoing, the computation of Regular Assessments will be completed in good faith and will be valid upon completion. The computation of the Regular Assessments for the period from the recordation of this Declaration until the beginning of the next fiscal year will be reduced by an amount which fairly reflects the fact that such period was less than one year. The Board will have the exclusive right to approve any Assessment under this Article 9.

Except as provided herein, Regular Assessments will be levied by the Association against Units in proportion to their respective Percentage Ownerships. Certain Expenses which exist only for the benefit of or only to serve a single Condominium or group of Condominiums (but not all Condominiums) will only be levied against the Owners thereof in proportion to their Percentage Ownerships, as among each other, as set forth on Exhibit D, and as to Parking Garage Assessments as set forth on Exhibit E.

9.3.3 Parking Garage Assessments. Any Owner of a Parking Space (and Storage Area, if applicable) shall be responsible in that Owner’s proportional share as shown on Exhibit E, attached hereto and incorporated herein, for all expense associated with the costs of operation, maintenance, inspection, management and repair of the parking garage.

9.4 Special Assessments. In the event that the Board will determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, costs of construction, reconstruction, unexpected repairs or replacement of improvements upon the Common Area, attorneys’ fees and/or litigation costs, other professional fees, or for any other reason, the Board will determine the approximate amount necessary to defray such Expenses and levy a Special Assessment for such amount. The Board will, in its discretion, determine the schedule under which such Special Assessment will be paid. If such Special Assessment will affect more than one Condominium or group of Condominiums (but not all Condominiums), the Owners of the affected Condominiums will pay those costs associated solely with their Condominiums in proportion to their Percentage Ownerships, as among each other, as set forth on Exhibit D, while all Owners will share such costs associated with the Common Area in proportion to their respective Percentage Ownerships.

9.5 Limited Assessments. Notwithstanding the above provisions with respect to Regular Assessments and Special Assessments, the Association may levy a Limited Assessment against an

Owner: (a) for any fines (in accordance with Section 8.7.17 hereof), fees or charges levied against the Owner under the Condominium Documents; (b) to reimburse the Association for any costs incurred to bring the Owner's Condominium or any improvements therein into compliance with the Condominium Documents; (c) to reimburse the Association for any damages caused by an Owner or the Owner's Tenants, Occupants, invitees, or licensees to any Common Area or improvements or other property owned or maintained by the Association; and (d) for the cost of providing any goods or services under the Condominium Documents that benefit the Owner or Owner's Condominium, but less than all Owners or all Owners' Condominiums. If such Limited Assessment will affect more than one (1) Condominium, but not all Condominiums, the Owners of the effected Condominiums will pay those costs associated solely with their Condominiums in proportion to their percentage ownership, as among each other, while all Owners will share such costs associated with the Common Area in proportion to their respective Percentage Ownerships.

**9.6 Notice and Assessment Due Date.** Unless the Board establishes a different schedule for the payment of Regular Assessments, monthly installments of the Regular Assessments will be paid on or before the 1<sup>st</sup> of each month. The Board will, in its reasonable discretion, determine the schedule under Assessments (other than Regular Assessments) will be paid. If not paid within five (5) days after the due date, a one-time late charge equal to ten percent (10%) of the Regular Assessment will be charged to the Owner. Each Assessment, other than a Regular Assessment, will become delinquent if not paid within ten (10) days after the date of notice thereof to the Owner. If all or any part of an Assessment is not paid within five (5) days after its due date, then: (a) the delinquent Owner will pay to the Association a late payment charge equal to 5% of the delinquent amount; and (ii) interest will accrue on the delinquent amount at the rate of twelve percent (12%) per annum until paid in full. In the event an Owner's payment is returned for any reason, the Owner will pay to the Association an administrative fee in an amount set by the Board and thereafter the Association will have the right to require future Assessments due from the Owner to be paid in the form of a cashier's check, certified check, or other form of immediately collectible funds acceptable to the Association in the Board's discretion.

**9.7 Transfer Assessments.** Upon the transfer of fee simple title to a Condominium to an Owner, and upon each subsequent transfer of the Condominium thereafter, the transferee will pay a transfer assessment to the Association in an amount determined by the Board from time to time (the "**Transfer Assessment**"). Each Transfer Assessment will be paid to the Association at the closing of the transfer of the Unit. The Transfer Assessments are to be used to pay for Expenses and are not be used for any purpose prohibited by law. Transfer Assessments are not be considered prepayment of any other type of Assessments, are in addition to the Owner's continuing obligation to pay all other types of Assessments, and are not refundable.

**9.8 Declarant's Exemption from Assessments.** During the first two (2) years following the date Assessments are first assessed against the Owners of Condominiums, Declarant will not be assessed any Regular Assessments or Special Assessments for any Condominiums owned by Declarant. If Declarant owns at least one Condominium during such period, Declarant will pay the shortfall, if any, in the operating Expenses of the Association; provided, however, such obligation will not exceed the amount that the Regular Assessments and Special Assessments that Declarant would otherwise be assessed as an Owner multiplied by the total number of Condominiums owned by Declarant on the date Regular Assessments or Special Assessments are assessed against the Owners of Condominiums. After the foregoing period, Declarant will be assessed Regular Assessments and Special Assessments for each Condominium owned by Declarant.

## ARTICLE 10 ENFORCEMENT OF ASSESSMENTS; LIENS

**10.1 Right to Enforce.** The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon pursuant to the provisions hereof. Each Owner will be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration, including any late charges and/or interest accrued thereon, and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay (and agrees that the lien may include) reasonable attorneys' fees and costs, including the costs and expenses for any lien releases, in addition to any other relief or remedy obtained against the Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment for an unpaid Assessment will be maintainable without foreclosing or waiving the lien hereinafter provided.

**10.2 Assessment Liens.** There is hereby created a claim of lien with power of sale on each and every Condominium to secure payment of any and all Assessments levied against such Condominium pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration will constitute a lien on such respective Condominium upon recordation of claim of lien with the Blaine County Recorder, which claim of lien will be the "notice of assessment" described in the Condominium Act. Each delinquency will constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Such claim of lien may be foreclosed in any manner permitted by Applicable Law. Upon payment of such lien in full, the Association will prepare and record a release of such claim of lien.

**10.3 Method of Foreclosure.** To the extent permitted by law, such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other Person authorized to make the sale. Such sale will be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale in deeds of trust or any other manner permitted by Applicable Law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

**10.4 Required Notice.** No action may be brought to foreclose the claim of lien provided for herein, whether judicially, by power of sale, or otherwise, until the expiration of thirty (30) days after a copy of such notice of claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner described in such notice of assessment, and to the Person in possession of such Condominium(s).

**10.5 Subordination.** Upon recordation of a claim of lien for delinquent Assessments in accordance with Applicable Law, such lien will be prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for: (a) liens which, by law, would be superior thereto; and (b) the lien of a first priority Mortgage given and made in good faith and for value that is of record as an encumbrance against such Condominium prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section 10.5, the sale or transfer of any Condominium will not affect the lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer,

nor will such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

## ARTICLE 11 RIGHTS TO COMMON AREAS

**11.1 Use of Common Area.** Every Owner will have a nonexclusive right and easement to use the Common Area (exclusive of Limited Common Area) and an exclusive or semi-exclusive right to use Limited Common Area designated for exclusive or semi-exclusive use by the Owner, which will be appurtenant to and will pass with the title to every Condominium, subject to the following provisions:

11.1.1 Assessments. The rights of the Association to levy Assessments as provided herein and the payment by an Owner of all such Assessments;

11.1.2 Voting. The right of the Association to suspend the voting rights and rights to use of, or interest in Common Area by an Owner for any period during which any Assessments or charges against the Owner's Condominium remains unpaid;

11.1.3 Dedication or Transfer. The right of the Association to dedicate or transfer all or any part of Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No dedication or transfer will be effective unless an instrument is executed and recorded by the Association verifying that such dedication or transfer has been approved by: (i) the vote or written consent of Owners representing more than sixty-five percent (65%) of the total voting power in the Association, and (ii) more than sixty-five percent (65%) or more of all Mortgagees; and

11.1.4 Association Rules. The right of the Association to establish and enforce such Association Rules as the Association deems proper regarding the Project and use of Common Area.

**11.2 Delegation of Right to Use.** Any Owner may delegate in accordance with the respective Condominium Documents, the Owner's reasonable right to the use and enjoyment of the Common Area to the Owner's Tenants, Occupants, invitees, or licensees.

**11.3 Damages.** To the extent permitted by law, each Owner will be liable for expenses for corrective action necessitated by violation of the Declaration or Association Rules or for any damage to such Common Area which may be sustained by reason of the Owner's Tenants, Occupants, invitees, or licensees. In the case of joint ownership of a Condominium, the liability of the Owners will be joint and several. The cost of corrective action will be assessed as an Assessment against the Condominium and may be collected as provided herein for the collection of other Assessments.

## ARTICLE 12 MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or the Owner's agent, contractor or subcontractor will be the basis for the filing of a lien against the Condominium of any other Owner or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express written consent will be deemed to have been given by the Owner of any Condominium in the case of emergency corrective action undertaken by the Association. Labor performed or services or materials furnished for the Project if duly authorized by the Association will be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his/her Condominium from a lien against two or more Condominiums or any part thereof by payment of sums secured by such lien which is attributable to the Owner's Condominium.

## ARTICLE 13 INSURANCE

**13.1 Types of Insurance.** Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent reasonably available, a policy or policies and bonds necessary to provide (a) property insurance, (b) commercial general liability insurance, (c) fidelity insurance, (d) worker's compensation insurance to the extent required by Applicable Laws, (e) directors and officers liability insurance, and (f) such other insurance as the Board deems advisable. The Board shall review at least annually the adequacy of the Association's insurance coverage. Unless otherwise authorized by the Board, the Association will procure at least the following insurance policies to the extent such policies are available on commercially reasonable terms:

13.1.1 Property Insurance. The property insurance shall, at a minimum, provide special cause of loss coverage in an amount equal to the full replacement cost of the Common Areas, the Limited Common Areas, the Units, and personal property of the Association. The property insurance shall also cover betterments and improvements including permanently-installed wall and floor coverings, equipment, fixtures (such as cabinets) and appliances, and replacements or upgrades of the same, in or serving the Units, whether installed by the Declarant, Owners, or their tenants, with an "Agreed Amount" or equivalent endorsement. Each Owner of a Unit shall promptly inform the Board in writing of any betterment or improvement intended as a permanent part of its Unit which cost in excess of \$5,000. The cost of any such increases in insurance may be assessed to the affected Owner as a Specially Allocated Expense as provided in Section 9.7 above. In addition, any fixtures, equipment or other property within the Units which are to be financed by a mortgage to be purchased by FNMA (regardless of whether or not such property is part of the Common Areas) must be covered by such policy. The Association's policy must provide for the recognition of any insurance trust agreement. The policy shall provide a separate loss payable endorsement in favor of the Mortgagee of each Unit. The Association or insurance trustee, if any, shall hold insurance proceeds in trust for the Owners and their Mortgagees, as their interests may appear. Each Owner and the Owner's Mortgagee, if any, shall be beneficiaries of the policy in accordance with the Allocated Interest allocated to the Owner's Unit. Certificates of insurance shall be issued to each Owner and Mortgagee upon request. The name of the insured under such policy must be the Association for the use and benefit of the Owners. A loss payable shall be in favor of the Association as a trustee for each Owner and each Mortgagee of a Unit. The Association or such trustee shall hold any proceeds of insurance in trust for Owners and Mortgagees of a Unit, as their interests may appear. Each Owner and each Mortgagee of a Unit, if any, shall be beneficiaries of the policy in accordance with their Allocated Interests. Such policy shall contain a standard mortgagee clause or equivalent endorsement (without contribution), which is commonly accepted by private institutional mortgage investors in Blaine County, Idaho, which appropriately names FNMA if FNMA is a Mortgagee or Owner of a Unit.

13.1.2 Commercial General Liability Insurance. The liability insurance policy shall insure the Board, Association, Owners, Declarant, and Manager. The policy will cover all of the Common Areas in the Condominium with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or of another Owner, and shall cover liability of the insureds for property damage and bodily injury and death of persons arising out of the operation, maintenance, and use of the Common Areas, host liquor liability, employers' liability insurance, automobile liability insurance, and such other risks as are customarily covered with respect to condominium projects of similar construction, location and use. The liability policy shall also cover any commercial space owned and leased by the Association, and any public ways of the Condominium. Coverage shall also include legal liability arising out of lawsuits related to employment contracts of the Association. The limits of liability shall be in amounts generally required by Mortgagees for projects of similar construction, location and use but shall be at least \$2,000,000 combined single limit for bodily injury and property damage per occurrence and \$3,000,000 general aggregate.

13.1.3 Workers Compensation and Employer's Liability Insurance. The Association will cause the Management Company to purchase and maintain workers compensation and employer's liability insurance and all other similar insurance in respect to employees of the Association in the amounts and in the forms now or hereafter required by Applicable Law.

13.1.4 Fidelity Insurance. The required fidelity insurance shall afford coverage to protect against dishonest acts on the part of officers, directors, trustees, employees or the Association and Manager and all other persons who handle or are responsible for handling funds of or administered by, the Association. All such fidelity insurance shall name the Association as obligees and shall be not less than the estimated maximum of funds, including reserve funds, in custody of the Association at any time during the term of each policy, but, in no event, shall the aggregate amount of insurance be less than three months' aggregate Assessments including reserve funds. The policy shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

13.1.5 Boiler and Machinery coverage. If the Condominium has central heating or cooling, the Association shall maintain coverage at least equal to the lesser of \$2,000,000 per accident or the insurable value of the building(s) housing the boiler or machinery.

13.1.7 Other insurance. The Board of Directors may obtain other insurance it deems advisable.

13.1.8 Flood Insurance. The Association shall obtain flood insurance if the Project is located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("NFIP"). Such insurance shall be obtained by the Association, as a Common Expense, under a "master" or "blanket" policy of flood insurance on the buildings and any other property covered by the required form of policy (herein "**insurable property**"), in an amount deemed appropriate by the Association, but not less than the following: The lesser of: (a) the maximum coverage available under the NFIP for all buildings and other insurable property within the Condominium to the extent that such buildings and other insurable property are within an area having special flood hazards; or (b) 100% of current replacement costs of all such buildings and other insurable property within such area.

Such policy shall be in a form which meets the criteria set forth in the most recent guidelines on the subject issued by the Federal Insurance Administrator.

**13.2 Form.** All insurance shall be obtained from insurance carriers that are generally acceptable for similar projects, authorized to do business in the state of Idaho, and meet the specific requirements of FNMA, so long as FNMA is a Mortgagee or Owner of a Unit, regarding the qualifications of insurance carriers. Notwithstanding any other provision herein, the Association shall continuously maintain in effect property, liability and fidelity insurance that meets the insurance requirements for condominium projects established by FNMA, so long as FNMA is a Mortgagee or Owner of a Unit, except to the extent such coverage is not available or has been waived in writing by them. Casualty insurance on the Project will be carried in a form or forms naming the Association as the insured as trustee for the Owners, which policy or policies will specify the interest of each Owner (Owner's name, Unit number, and the appurtenant undivided interest in the Common Area) and which policy or policies will provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first priority Mortgagees of Owners which from time to time will give notice to the Association of such Mortgages, such proceeds to be used in accordance with this Declaration. Each policy will also provide that it cannot be canceled by either the

insured or the insurance company until after thirty (30) days' prior notice is first given to each Owner and to each first priority Mortgagee requesting such notice. The Association will furnish to each Owner and to Declarant a true copy of such policy together with a certificate identifying the interest of the Owner. All policies of insurance will provide that the insurance thereunder will be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance will provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, will not be invalidated or suspended and will remain in full force and effect.

The commercial general liability policy must name Declarant, the Management Company, and the Association as the insured, with the Association as trustee for the Owners, and will protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance, or other use of the Project.

**13.3 Owner's Additional Insurance.** Each Owner shall obtain additional property and liability insurance as is typically maintained by Owners of similar homes at his or her own expense; no Owner shall, however, maintain insurance coverage in any manner which would decrease the amount which the Board of Directors, or any trustee for the Board of Directors, on behalf of all of the Owners, will realize under any insurance policy which the Board of Directors may have in force on the Project at any particular time. Coverage amounts, terms and conditions are at the Owner's discretion but should, at a minimum, be enough to cover any obligation to reimburse the Association for the Association's property deductible. Each Owner shall file with the Board of Directors a Certificate of Insurance evidencing the coverage required by this Section within thirty (30) days after purchase of such insurance, and the Board of Directors shall immediately review its effect with its insurance broker, agent or carrier.

**13.4 Insurance Proceeds.** Insurance proceeds for damage or destruction to any part of the property shall be paid to the Board of Directors on behalf of the Association which shall hold such proceeds in trust for each Owner and their first Mortgage holders, as their interests may appear, and shall segregate such proceeds from other funds of the Association. The Association acting through its Board of Directors shall have the authority to settle and compromise any claim under insurance obtained by the Association, and the insurer may accept a release and discharge of liability made by the Board of Directors on behalf of the named insureds under the policy.

**13.5 Additional Provisions.** The Board of Directors shall, to the extent they are reasonably available, obtain insurance policies containing (or omitting, as indicated below) the following provisions:

13.5.1 Each Owner of a Unit is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Areas or membership in the Association.

13.5.2 The policy shall not provide for contribution by or Assessment against Mortgagees or become a lien on the Project superior to the lien of a First Mortgage.

13.5.3 A provision that the liability of the insurer thereunder is primary and shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration, or contribution by reason of, any other insurance obtained by or for any Owner or any Mortgagee;



13.5.4 Coverage shall not be prejudiced by (a) any act, omission or neglect of an Owner when such act or neglect is not within the scope of the Owner's authority to act on behalf of the Association, or (b) failure of the Association to comply with any warranty or condition regarding any portion of the Premises over which the Association has no control;

13.5.5 A waiver of subrogation by the insurer for any and all claims against the Association, the Owner of any Unit and/or their respective household members, agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

13.5.6 A provision prohibiting the insurer from electing to restore damage in lieu of making a cash settlement without first obtaining the written approval of the Association or, if the Association is a party to an insurance agreement, the written approval of the trustee.

13.5.7 A provision that the insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with Applicable Law pertaining to the cancellation or non-renewal of contracts of insurance.

13.5.8 The standard mortgagee clause included with the Association's property insurance policy shall: (a) Provide that any reference to a mortgagee in the policy shall mean and include all Mortgagees of any Unit in their respective order of preference, whether or not named therein; (b) Provide that such insurance as to the interest of any such Mortgagee shall not be invalidated by any act or neglect of the Board or any persons under any of them; (c) Waive any provision invalidating such mortgage clause by reason of the failure of any such Mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that such Mortgagee pay any premium thereon, and any contribution clause; and (d) Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to the Association or the insurance trustee.

13.5.9 An "Agreed Amount Endorsement" and, if available, an "Inflation Guard Endorsement," which increases coverage and policy limits to the same extent inflation causes the value of the dollar to decrease.

13.5.10 Each Owner appoints the Association as attorney-in-fact for the purpose of purchasing and maintaining the insurance provided for under this Article 13, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

#### **ARTICLE 14 CASUALTY, DAMAGE OR DESTRUCTION**

**14.1 Affects Title.** Title to each Condominium is hereby made subject to the terms and conditions hereof, which bind the Declarant and all subsequent Owners, whether or not it is expressed in the deed by which any Owner acquires a Condominium.

**14.2 Association As Agent.** All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with their Condominium upon the Condominium's damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner will constitute such appointment.

**14.3 General Authority of Association.** As attorney-in-fact, the Association will have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in succeeding Sections means restoring the Condominiums, including the site improvements, equipment and facilities therein, to substantially the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected will be available to the Association for the purpose of repair or reconstruction unless: (a) Owners representing eighty percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all first priority Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

**14.4 Estimate of Costs.** As soon as practicable after an event causing damage to, or destruction of, any part of the Project, the Association will obtain estimates that it deems reliable of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

**14.5 Repair or Reconstruction.** As soon as practicable after receiving these estimates and subject to receiving all governmental approvals, the Association will diligently pursue to completion the repair or construction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner will be necessary in connection therewith. Such repair or reconstruction will be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications without the written consent of all affected Owners, and the location of the Units will be substantially the same as prior to damage or destruction.

**14.6 Funds for Reconstruction.** The proceeds of any insurance collected will be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Section 9.4 hereof, may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such Special Assessments will be allocated and collected as provided in that Section. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

**14.7 Disbursement of Funds for Repair or Reconstruction.** The insurance proceeds held by the Association and the amounts received from the assessments provided in Section 14.6 constitute a fund for the payment of costs of repair and reconstruction after casualty. It will be deemed that the first money disbursed in payment for the cost of repair or reconstruction will be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance will be distributed to the Owners requiring repair and/or reconstruction of the Owner's Unit in proportion to the contributions by the Owner pursuant to the assessments by the Association under Section 14.6 of this Declaration.

**14.8 Decision not to Rebuild.** If eighty percent (80%) or more of the Owners and more than fifty-one percent (51%) of the first priority Mortgagees agree not to rebuild, the Project will be sold. All insurance proceeds and all sale proceeds will be apportioned among the Owners in the same proportions as their respective Percentage Ownerships; and such apportioned proceeds will be paid into separate accounts, each such account representing one (1) Condominium. Each such account will remain in the name of the Association, and will be further identified by the Condominium designation and the name of

the Owner. From each separate account the Association, as attorney in fact, will use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens, and the balance remaining to each respective Owner.

## ARTICLE 15 CONDEMNATION

**15.1 Consequences of Condemnation.** If at any time or times during the continuance of the condominium ownership regime pursuant to this Declaration, all or any part of the Project will be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of this Section will apply.

**15.2 Proceeds.** All compensation, damages, and other proceeds therefrom, the sum of which is hereinafter called the “**Condemnation Award,**” will be payable to the Association.

**15.3 Complete Taking.** In the event that all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime pursuant hereto will terminate. The Condemnation Award will be apportioned among the Owners in the same proportions as their respective Percentage Ownerships, provided that if a standard different from the value of the Condominiums as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard will be employed to the extent it is relevant and applicable. On the basis of the principle set forth in this Section 15.3, the Association will, as soon as practicable, determine the share of the Condemnation Award to which each Owner is entitled and pay such amounts as soon as practicable.

**15.4 Partial Taking.** In the event that less than all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime hereunder will not terminate. Each Owner will be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association will, reasonably and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds and will apportion the amounts so allocated among the Owners as follows:

15.4.1 Allocation to Common Area. The total amount allocated to taking of or injury to the Common Area will be apportioned among the Owners in the same proportions as their respective Percentage Ownerships;

15.4.2 Allocation to Condominiums. The total amount allocated to severance damages will be apportioned to those Condominiums which were taken or condemned as follows: (a) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within the Owner’s own Unit will be apportioned to the particular Unit involved; and (b) the total amount allocated to consequential damages and any other takings or injuries will be apportioned as the Board, in its reasonable opinion, determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association will employ such allocation to the extent it is relevant and applicable.

**15.5 Reorganization.** In the event a partial taking results in the taking of a complete Unit, then, upon the distribution of the Owner’s apportioned proceeds, the Owner thereof automatically will cease to be a member of the Association. Thereafter the Association will re-allocate the ownership, voting rights and assessment ratio determined in accordance with this Declaration according to the same

principles employed in this Declaration at its inception and will submit such re-allocation to the remaining Owners for approval and amendment of this Declaration as provided in Section 20.1 hereof.

**15.6 Reconstruction and Repair.** Any reconstruction and repair necessitated by condemnation will be governed by the procedures specified in Article 14 above.

#### **ARTICLE 16 DISCLAIMERS, WAIVERS, AND ACKNOWLEDGMENTS**

Without limiting any other provision in this Declaration, by acceptance of deed to a Condominium, each Owner will conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following:

16.1.1 That Declarant hereby disclaims any and all warranties, express and implied, including without limitation the implied warranty of habitability and the implied warranty of fitness for a particular purpose, and by acceptance of a deed to a Condominium, each Owner waives and releases Declarant with respect to any such warranties;

16.1.2 That the Project is or may be located adjacent to or nearby roadways and subject to levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic; that Declarant hereby specifically disclaims any and all representations and warranties, express and implied, arising from or related to such roadways and levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic; and each Owner hereby waives and releases Declarant from any and all claims arising from or related to roadways and levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic;

16.1.3 That construction and installation of improvements by Declarant or other Owners, or third parties, may involve the operation of noisy equipment, generate dust, and may impair or eliminate the view, if any, of or from any Unit and/or Common Areas; and each Owner hereby waives and releases Declarant from any and all claims arising from or relating to such construction and installation, view impairment or elimination including but not limited to, any claims for nuisance or health hazards;

16.1.4 That construction is an industry inherently subject to variations and imperfections, and items that do not materially affect safety or structural integrity will be deemed “**Expected Minor Flaws**” (including, but not limited to: reasonable wear, tear or deterioration; shrinkage, swelling, expansion or settlement; squeaking, peeling, chipping, cracking, or fading; touch-up painting; minor flaws or corrective work; and like items) and not constructional defects; and that and each Owner hereby waives and releases Declarant from any and all claims arising from or relating to such Expected Minor Flaws; and

16.1.5 That creation of the Project will not create any presumption, or duty whatsoever of Declarant with regard to security or protection of Person or property within or adjacent to the Project; and each Owner hereby waives and releases Declarant from any and all claims arising from or related to such security or protection, or lack thereof.

16.1.6 That there are no understandings, representations, warranties or promises of any kind that have been made to induce the Owners from owning Units in the Project except as set forth in this Declaration or any other written valid and binding agreement between the Declarant and the Owners, that this Declaration or any other written valid and binding agreement (including without limitation the other Condominium Documents) between the Declarant and the Owners sets forth in full the entire

agreement between the parties and governing the Project, and the Owners have not relied on any verbal agreement, statement, representation, warranty or other promises that is not expressed in this Declaration or any other written agreement between the Declarant and the Owners. Except as may be set forth in any written agreement between Owner and Declarant, each Owner has acquired and accepted its Condominium Unit “as is, where is” with all faults.

## ARTICLE 17 RESOLUTION OF DISPUTES

**17.1 Agreement to Avoid Litigation.** Declarant, the Association and the Owners agree that it is in their best interests to provide a fair, impartial, and expeditious procedure for the resolution of disputes related to the Condominium Documents instead of costly, lengthy, and unpredictable litigation. Accordingly, Declarant, the Association (including its Board, officers, and committee members), each Owner and any party claiming a right or interest under the Condominium Documents (each, a “**Bound Party**”) agree to encourage the efficient resolution of disputes within the Project without the emotional and financial costs of litigation. Each Bound Party therefore covenants and agrees that all claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of the Condominium Documents or the rights, obligations, or duties of any Bound Party under the Condominium Documents, or any disputes among the Bound Parties relating to the Common Area (each a “**Claim**” and collectively, “**Claims**”) will be subject to the provisions of Section 17.3 unless exempt under Section 17.2. All Claims will be subject to resolution pursuant to this Article 17 as a condition precedent to the institution or continuation of any legal or equitable proceeding; provided, however, any Bound Party may proceed in accordance with Applicable Law to comply with any notice or filing deadlines prior to resolution of the Claim.

**17.2 Exemptions.** None of the following Claims will be subject to this Article 17 unless all Bound Parties thereto agree to submit such Claim to the dispute resolution procedures set forth in this Article 17:

17.2.1 Any Claim by the Association against any Bound Party to enforce the obligation to pay any Assessment to the Association under the Condominium Documents;

17.2.2 Any Claim by Declarant or the Association to obtain injunction or equitable relief to enforce any provision of the Condominium Documents;

17.2.3 Any Claim between Owners where the Declarant or the Association are not a party thereto, which Claim would constitute a cause of action independent of the Condominium Documents;

17.2.4 Any Claim in which any indispensable party is not a Bound Party;

17.2.5 Any Claim against a Released Party that would be barred by Section 8.9;

17.2.6 Any Claim which otherwise would be barred by Applicable Law (such as, for example, the applicable statute of limitations); or

17.2.7 Any Claim arising out of or relating to the interpretation, application or enforcement of any purchase, sale or construction agreement with Declarant or any builder related to the construction of improvements within the Project, or the rights, obligations, or duties of any Bound Party under such agreements, it being understood that Applicable Law and the provisions of such agreements will control the resolution of any claims or disputes related thereto.

### **17.3 Dispute Resolution.**

17.3.1 Direct Discussions. Any Bound Party having a Claim against any other Bound Party will notify such party(ies) of the Claim, stating plainly and concisely the following: (a) the nature of the Claim; (b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (c) the basic facts supporting the allegations in the Claim; (d) the other Persons involved in the Claim or with personal knowledge of the facts alleged; and (e) the claimant's proposed remedy, including the specific monetary amounts (if any) demanded. The Bound Parties to the Claim will make reasonable efforts to meet in person to resolve the Claim by good faith discussions and negotiations – it being understood that the best opportunity to achieve a fair and satisfactory resolution to a Claim is ordinarily through early discussions and negotiations held in good faith.

17.3.2 Dispute Resolution. If the Bound Parties to a Claim are unable to resolve the Claim through direct discussions within a reasonable time, either Bound Party may submit the Claim to the Board for assistance in resolving the Claim. In such event, the Board may, by notice to each Bound Party to the Claim within thirty (30) days of its receipt of a request for assistance, do any of the following. If the Board fails to notify the Bound Parties within thirty (30) days of its receipt of a request for assistance, the Board will be deemed to have elected to exempt the Claim from this Article 17.

17.3.3 Order the Bound Parties to continue direct discussions and negotiations for a period of up to thirty (30) days. If the Claim is not resolved in such period, any Bound Party may request the Board's further assistance to resolve the Claim;

17.3.3.1 Order the Bound Parties to mediate the Claim with an independent real estate attorney, real estate professional, or judge selected by the Board. The mediator will set the rules of the mediation. Any party to the mediation can invite additional parties to the mediation if the presence of such additional party is required for a complete resolution of any Claim. The parties will share the mediator's fee and any filing fees equally. Unless otherwise agreed, the mediation will be held within thirty (30) days of the order for mediation and will be held in a neutral location near the Project selected by the mediator. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction thereof. If the mediation does not resolve the Claim, the Bound Parties may proceed to litigation of the Claim in any court of competent jurisdiction;

17.3.3.2 Order the Bound Parties to settle the Claim through arbitration by a single arbitrator conducted in accordance with the Idaho Uniform Arbitration Act (Idaho Code, Title 7, Chapter 9) except as otherwise provided herein. The arbitrator will be any independent real estate attorney or judge appointed by the Board. The arbitrator will set the rules of the arbitration. The arbitrator may, in its discretion, order parties to produce documents relevant to the dispute and may order written discovery and depositions (but with care to avoid burdensome discovery or depositions). The arbitrator will endeavor to hold the arbitration at mutually convenient times and locations; provided, however, the arbitrator will endeavor to complete the arbitration within forty-five (45) days after appointment of the arbitrator. The parties will bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees and attorneys' fees to the substantially prevailing party. The arbitrator's award will be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction thereof

17.3.3.3 If the Claim is within the jurisdiction of the Small Claims Department of the Magistrate Division (currently, monetary claims for \$5,000 or less), order a Bound Parties to file such Claim exclusively therein;

17.3.3.4 Elect to exempt the Claim from this Article 17, at which time the Bound Parties are free to exercise any right or remedy in accordance with Applicable Law.

17.3.4 Enforcing Resolutions. If the Bound Parties resolve any Claim through mediation or arbitration pursuant to this Article 17 and any Bound Party thereafter fails to abide by the terms of such resolution (i.e., settlement agreement or arbitrator's award), then any other Bound Party may take any legal or other action to enforce such settlement agreement or arbitrator's award without the need to comply again with the procedures set forth in this Article 17. In such event, the Bound Party taking action to enforce the resolution will be entitled to recover from any non-complying Bound Party all costs and attorneys' fees reasonably incurred in such enforcement.

## ARTICLE 18 INITIAL DEVELOPMENT PERIOD

**18.1 Project Management.** Each Owner recognizes that the Project will require a high level of knowledge, effort, judgment, diligence, and attention during the Initial Development Period, and that level is beyond what can reasonably be expected from Project volunteers. Accordingly, each Owner agrees that it is in the best interest of the Project for Declarant to have full management authority for the Project during the Initial Development Period, including the sole and exclusive right to appoint, remove, and replace directors of the Board, and to fill vacancies on the Board, at any time and from time-to-time in Declarant's sole discretion by virtue of its voting rights as the Declarant Member.

**18.2 Declarant Exemptions.** Declarant may, from time-to-time in Declarant's discretion and without first seeking or obtaining the approval of Association:

18.2.1 Make modifications or improvements to the Common Area as Declarant deems appropriate, and may also may modifications or improvements to any Unit prior to the conveyance thereof as Declarant deems appropriate;

18.2.2 Place or authorize signs of such size, design, and number as Declarant deems appropriate for the initial development of the Project, including signs to identify the Project, display information pertaining to the Project, display information or instructions to builders, advertise Condominiums for sale (including sale events and open houses), and to advertise Project elements or events;

18.2.3 Use or allow any third party to use any Condominium as a model home, sales office, or construction office; or

18.2.4 Place or authorize portable or temporary structures upon the Common Area of the Project, and otherwise allow the Common Area to be used as a construction storage yard.

**18.3 Assignment of Declarant's Rights.** Declarant may assign any or all of its rights under the Condominium Documents to any Person in a written instrument(s) that contains the assignee's acceptance of such assignment and agreement to assume any of Declarant's obligations pertaining to the rights assigned, which acceptance and assumption will be effective upon the recordation of such written instrument(s) recorded in the real property records of Blaine County, Idaho. Declarant will promptly provide a copy of the recorded instrument to the Association and, thereupon, be released from Declarant's obligations pertaining to the rights assigned and the obligations assumed.

## ARTICLE 19 TERM

The Declaration will be perpetual, subject only to termination at the removal of the Project from the Condominium Act in accordance with Applicable Law (i.e., Idaho Code Section 55-1510, or its successor provision), which termination must be separately approved and performed in the same manner as removal of the Project from the Condominium Act.

## ARTICLE 20 AMENDMENT

**20.1 Written Instrument; Recordation.** No amendment or termination of this Declaration will be effective unless in a written instrument, and will not take effect until the amendment or termination is recorded in the Blaine County Recorder's Office.

**20.2 By Declarant Prior to Conveyance of First Unit.** Prior to Declarant's conveyance of a Unit, Declarant may amend or terminate this Declaration by recording written instrument setting forth such amendment or termination in the Blaine County Recorder's Office.

**20.3 Material Amendments.** Except as other amendments are permitted under this Declaration, any Material Amendment to this Declaration must be by a written instrument setting forth such amendment, signed and acknowledged by the president and secretary of the Association certifying and attesting that the amendment has been approved at a Qualified Meeting by members entitled to cast at least sixty-seven percent (67%) of the votes of members present, in person or by proxy, and if Declarant votes at the Qualified Meeting, that the amendment has been approved by the vote of a majority of all members other than Declarant. The amendment will be effective upon the recordation thereof with the Blaine County Recorder's Office. Any Material Amendment which changes the rights of any specific class of members must also be approved by members entitled to cast at least fifty-one percent (51%) of the votes of all members of such class present, in person or by proxy, and voting at any Qualified Meeting, or at least fifty-one percent (51%) of the total authorized votes of all members of such class.

**20.4 Minor Amendments.** The Association may make a Minor Amendment to this Declaration by a written instrument setting forth such amendment, signed and acknowledged by the president and secretary of the Association certifying and attesting that the amendment has been approved by the vote or written consent of Members representing a majority of the total voting power in the Association.

**20.5 Financing Amendments.** Declarant and the Association will each have the power and authority, acting individually or collectively, to amend to this Declaration (including the Financing Rider) by a written instrument setting forth such amendment, if the amendment is necessary or convenient (in the reasonable opinion of Declarant or the Association) to allow Owners to take full advantage of, or secure the full availability of, any Financing Programs.

**20.6 Mortgagee Protection.** Any amendment that may have a material adverse nature to mortgagees must be approved by first priority Mortgage holders of Units that represent at least fifty-one percent (51%) of the voting power of Units that are subject to first priority Mortgages. Any Mortgage holder will be deemed to have given its implied approval of any amendment proposal if the Mortgage holder fails to submit a response to any written proposal for an amendment within sixty (60) days after the Mortgage Holder receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

**20.7 Effect of Amendment.** Any amendment of this Declaration approved in the manner specified in this Article 20 will be binding on all Owners, notwithstanding that some or all Owners may



not have voted for or consented to such amendment. Such amendment may add to and increase the covenants, conditions, restrictions, and easements applicable to the Project but will not prohibit or unreasonably interfere with the allowed uses of the Owner's Condominium which existed prior to the amendment.

## **ARTICLE 21 FINANCING**

**21.1 Financing Rider.** The Condominium Documents are subject to the provisions of the Financing Rider. To the extent that any provision of the other Condominium Documents conflict with, or are inconsistent with, the provisions of the Financing Rider, then the provisions of the Financing Rider will govern.

**21.2 Mortgage Protection.** The Association must provide notice of the following to any holder, insurer or guarantor of any first position Mortgage, The notice will delivered to the address for the holder, insurer or guarantor in the real property records of Blaine County, unless the holder, insurer or guarantor provides another address by notice to the Association. The Association need not send any notice to any holder, insurer or guarantor that is not of public record, or that has not provided its name, address and the Unit number or address of the Unit on which it has its first position Mortgage.

21.2.1 Any condemnation or casualty loss that affects either a material portion of a Building or a Unit encumbered by such first Mortgage;

21.2.2 Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a first Mortgage;

21.2.3 A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

21.2.4 Any proposed action that requires the consent of a specified percentage of eligible Mortgage holders.

## **ARTICLE 22 NOTICES; REGISTRATION OF ADDRESSES**

Each Owner must register the Owner's email address and mailing address with the Association, and update the addresses as frequently as necessary for the Association to always have the Owner's current addresses. All notices or demands intended to be served upon any Owner will be sent by United States Mail postage prepaid, addressed in the name of the Owner at such registered mailing address. If an Owner fails to provide the Association with a valid address, all notices will be sent to that Owner's address on record with the Blaine County Assessor's office. All notices or demands intended to be served upon the Association will be given by registered or certified mail, postage prepaid, to the address of the Association's registered agent on file with the Idaho Secretary of State. All notices or demands to be served on Mortgagees pursuant hereto will be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association. Unless the Mortgagee furnishes the Association such address, the Mortgagee will not be entitled to receive any of the notices provided for in this Declaration. Any notice referred to in this Section will be deemed given when deposited in the United States mail in the form provided for in this Section.

## ARTICLE 23 MISCELLANEOUS

### 23.1 Enforcement and Non-Waiver.

23.1.1 Right of Enforcement. Except as otherwise provided herein, any Owner, the Association, and Declarant will each have the right to enforce any or all of the provisions of this Declaration against any Condominium or any part or portion of the Project and against the Owners thereof. The failure of any Owner or Occupant to comply with Applicable Law pertaining to the ownership, use, or occupancy of any Condominium or other portion of the Project, or to comply with any provision of the Condominium Documents, is hereby declared a nuisance and gives rise to a cause of action (subject to Article 17) in Declarant, the Association (on its own and/or on behalf of any consenting Owners) and any affected Owner for recovery of damages or for negative or affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party will be entitled to recover any costs and attorneys' fees reasonably incurred therein

23.1.2 Non-Waiver. Failure of the Declarant or the Board to insist upon strict compliance with the Condominium Documents, or to exercise any right contained in such documents, or to serve any notice or to institute any action, will not be construed as a waiver or a relinquishment of the right to insist on compliance in the future with any term, covenant, condition or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, will not be a waiver of the breach. No waiver by the Board of any requirement will be effective unless expressed in a writing signed for by the Board.

**23.2 Interpretation.** The provisions of this Declaration will be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project. This Declaration will be construed and governed under the laws of the State of Idaho without regard to its conflicts of law principles. Any legal action to interpret or enforce this Declaration must be filed exclusively in the state or federal courts situated in Blaine County, Idaho. The interpretation of this Declaration will also be governed by the following:

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

23.2.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Section 23.2.1, each of the provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof will not affect the validity or enforceability of any other provision herein.

23.2.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular; and the masculine, feminine or neuter will each include the masculine, feminine and neuter. As used herein, the word "including" will be deemed to be followed by "but not limited to" unless otherwise indicated.

23.2.4 Captions. All captions, titles and the table of contents used in this Declaration are intended solely for convenience of reference and will not affect that which is set forth in any of the provisions hereof.

23.2.5 Board Interpretation. In the event that any provision of this Declaration is deemed ambiguous on any matter (by the Board or any court of competent jurisdiction), the Board's interpretation such provision will be given deference so long as the interpretation is not arbitrary, capricious or in direct conflict with the unambiguous express provisions of this Declaration.

**23.3 Owner's Obligations Continue**. All obligations of the Owner under and by virtue of the provisions contained in this Declaration will continue, notwithstanding that the Owner may have leased, rented or entered a contract of sale of his interest as provided herein, but the Owner of a Condominium will have no obligation for Assessments or other obligations accruing after the Owner conveys such Condominium.

**23.4 Exhibits**. All exhibits attached hereto are incorporated herein as if set forth in full herein. However, in the event of any conflict between such exhibits and the text of the Declaration, the Declaration will control. Any reference to an exhibit (or a document in an exhibit) will mean the Exhibit or document as it is amended or supplemented from time to time.

*[end of text; signature page follows]*

This Declaration is executed effective as of the Effective Date.

**“Declarant”**

THE PERRY BUILDING LLC,  
an Idaho limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF IDAHO            )  
  ) ss.  
County of Blaine         )

This record was signed before me on September \_\_\_\_, 2022 by \_\_\_\_\_  
as [Manager] of The Perry Building LLC.

\_\_\_\_\_  
Notary Signature

**LENDER CONSENT  
(IF PROPERTY ENCUMBERED BY MORTGAGE PRIOR TO RECORDATION)**

The undersigned holder of a recorded security interest in the Property hereby consents to the recordation of the Plat and this Declaration.

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF IDAHO                    )  
  : ss.  
County of Blaine                 )

This record was signed before me on \_\_\_\_\_, 2022 by \_\_\_\_\_  
as \_\_\_\_\_ of [\_\_\_\_\_].

\_\_\_\_\_  
Notary Signature

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**EXHIBIT B**

**PLAT**

[ attach reduced size copies of the plat prior to recordation ]

**EXHIBIT C**  
**COPY OF ARTICLES OF INCORPORATION**



**EXHIBIT D**

**PERCENTAGE OF OWNERSHIP INTEREST IN THE COMMON AREA**

<b>Unit</b>	<b>Unit Type</b>	<b>Percentage Ownership in Common Area</b>	<b>Votes</b>
<b>1-R01</b>	<b>Commercial</b>		
<b>1-R02</b>	<b>Commercial</b>		
<b>1-R03</b>	<b>Commercial</b>		
<b>1-R04</b>	<b>Commercial</b>		
<b>U101</b>	<b>Residential</b>		
<b>U102</b>	<b>Residential</b>		
<b>U103</b>	<b>Residential</b>		
<b>U104</b>	<b>Residential</b>		
<b>U105</b>	<b>Residential</b>		
<b>U106</b>	<b>Residential</b>		
<b>U107</b>	<b>Residential</b>		
<b>U108</b>	<b>Residential</b>		
<b>U109</b>	<b>Residential</b>		
<b>U110</b>	<b>Residential</b>		
<b>U111</b>	<b>Residential</b>		
<b>U201</b>	<b>Residential</b>		
<b>U202</b>	<b>Residential</b>		
<b>U203</b>	<b>Residential</b>		
<b>U204</b>	<b>Residential</b>		
<b>U205</b>	<b>Residential</b>		
<b>U206</b>	<b>Residential</b>		

<b>Unit</b>	<b>Unit Type</b>	<b>Percentage Ownership in Common Area</b>	<b>Votes</b>
<b>U207</b>	<b>Residential</b>		
<b>U208</b>	<b>Residential</b>		
<b>U301</b>	<b>Residential</b>		
<b>U302</b>	<b>Residential</b>		
<b>U303</b>	<b>Residential</b>		
<b>U304</b>	<b>Residential</b>		



Storage Area		
<b>TOTAL</b>		<b>100%</b>

## EXHIBIT F

### FINANCING RIDER

The purpose of this Financing Rider is to set forth provisions that Declarant or the Association may (now or in the future) deem necessary or convenient (in the reasonable opinion of Declarant or the Association) to allow Owners to take full advantage of, or secure the full availability of, any Financing Programs. Capitalized terms not otherwise defined in this Financing Rider, and defined in the Declaration to which this Financing Rider is attached, will have the meaning set forth in the Declaration. To the extent that any provision of the other Condominium Documents conflict with, or are inconsistent with, the provisions of this Financing Rider, then the provision of this Financing Rider will govern.

**F.1 Compliance with Laws.** The Project has been created and exists in full compliance with the state law requirements of Idaho and all other Applicable Laws and regulations. To the extent the Condominium Documents conflict with any Applicable Laws and regulations, the Applicable Laws and regulations will govern.

**F.2 Limitations on Ability to Sell/Right of First Refusal.** Any limitations in the Condominium Documents on the ability of an Owner to sell a Unit (including rights of first refusal, if any) will not adversely impact the rights of a Mortgagee or its assignee to:

- (1) Foreclose or take title to a Condominium pursuant to the remedies in the Mortgage;
- (2) Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor;  
or
- (3) Sell or lease a unit acquired by the Mortgagee or its assignee.

**F.3 Limitations on Amendments to Condominium Documents**

- (1) Any amendment to the Condominium Documents of a material adverse nature to Mortgagees must be agreed to by Mortgagees that represent at least fifty-one percent (51%) of the votes of Unit estates that are subject to Mortgages.
- (2) Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs or for other reasons to be agreed to by Mortgagees that represent at least fifty-one percent (51%) percent of the votes of the Unit estates that are subject to Mortgages.
- (3) A Mortgagee will be deemed to have given implied approval when a Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

**F.4 Rights of Condominium Mortgagees and Guarantors.** The Association must provide each Mortgagee and guarantor of the Mortgage on any Unit in the Project timely written notice of:

- (1) Any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its Mortgage;
- (2) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the Mortgage;

- (3) A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and
- (4) Any proposed action that requires the consent of a specified percentage of Mortgagees.

**F.5 First Mortgagee's Rights Confirmed.** No provision of the Condominium Documents gives a Unit owner or any other party priority over any rights of the first Mortgagee of the Unit pursuant to its Mortgage in the case of payment to the Unit owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Area.

**F.6 Unpaid Dues.** Any first Mortgagee who obtains title to a Unit pursuant to the remedies in the Mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the Unit by the Mortgagee. If the Association lien priority includes costs of collecting unpaid dues, the lender will be liable for any fees or costs related to the collection of the unpaid dues.

**F.7 Fidelity Insurance.** The Association must maintain fidelity insurance for all of its officers, directors and employees, and all other persons handling or responsible for funds administered by the Association. The insurance coverage must be the greater of (a) three(3) months of aggregate assessments on all Units plus reserve funds; or (b) the minimum required by state law. If the Association engages a management company, the policy must demonstrate that they must meet the standard for both the Association and the management company. Fidelity insurance is insurance that protects the Association against employee dishonesty, crime or other fraudulent acts by one or more employees.

**F.8 Department of Veterans Affairs Financing.** To the extent that any provision of the Condominium Documents is inconsistent with the requirements of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations (“**DVA Financing**”), such provision will not apply to any Unit that is: (a) encumbered by DVA Financing or; (b) owned by the Department of Veterans Affairs.

**F.9 Extraordinary Action Limitation.**

- (1) If required by Applicable Law or the requirements of any then current Mortgagee of a Mortgage under the Financing Programs, any Extraordinary Action of the Association must be approved at a Qualified Meeting by Members entitled to cast at least sixty-seven percent (67%) of the votes of Members present, in person or by proxy, and if Declarant votes at the Qualified Meeting, that the Extraordinary Action must be approved by the vote of a majority of all Owner Members present. The following Extraordinary Actions must be approved by Members entitled to cast at least sixty-seven percent (67%) of the total authorized votes of all Members, including at least a majority of the total authorized votes entitled to be cast by Owner Members: (x) dissolution of the Association except pursuant to a consolidation or merger; and (y) conveyance of all Common Areas.
- (2) “**Extraordinary Action**” includes: (1) merging or consolidating the Association (other than with another nonprofit entity formed for purposes similar to the Association); (2) determining not to require professional management if that management is required by the Condominium Documents, a majority of eligible Mortgagees or a majority vote of the Owners; (3) expanding the Association to include land not previously described as additional land which increases the overall land area of the Project or number of units by

more than ten percent (10%) percent; (4) abandoning, partitioning, encumbering, mortgaging, conveying selling or otherwise transferring or relocating the boundaries of Common Areas (except for (a) granting easements which are not inconsistent with or which do not interfere with the intended Common Area use; (b) dedicating common area as required by a public authority; (c) limited boundary-line adjustments made in accordance with the Condominium Documents; or (d) transferring Common Area pursuant to a merger or consolidation with a nonprofit entity formed for purposes similar to the Association); (5) using insurance proceeds for purposes other than construction or repair of the insured improvements; or (6) making capital expenditures (other than for repair or replacement of existing improvements) during any period of twelve (12) consecutive months costing more than twenty percent (20%) of the Association's annual operating budget).

## **EXHIBIT G**

### **Description of Limited Common Areas**

**A. Limited Common Areas Assigned to Each Commercial Unit:**

- (1) Storefront.
- (2) Area reserved for signage.
- (3) Unit Entry.
- (4) Right to use the sidewalk immediately outside each Commercial Unit to the extent allowed by City of Ketchum ordinances including for outdoor seating, displays or sales.
- (5) Awning.
- (6) Assigned parking spaces and storage rooms, if any.

**B. Residential Limited Common Areas:**

- (1) Residential amenities on Level 1 including the residential entry, vestibule, and lobbies.
- (2) Electrical room and trash room on P1.
- (3) Stairs and corridors providing access to only the Residential Units.

**C. Limited Common Areas assigned to certain Residential Units:**

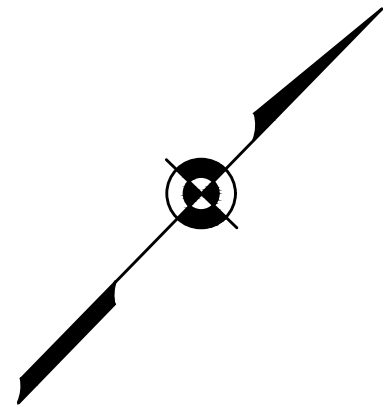
Parking spaces and storage rooms assigned to individual Units on Exhibit D.

Decks, terraces, patios, or balconies designed to serve a single Unit.



# Attachment F

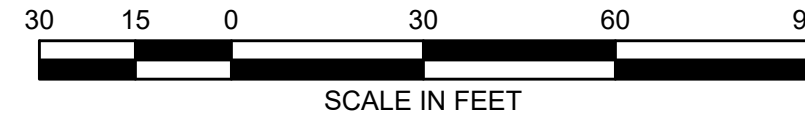
Application Materials:  
Condominium Subdivision  
Preliminary Plat  
Plan Set



SCALE: 1" = 30'

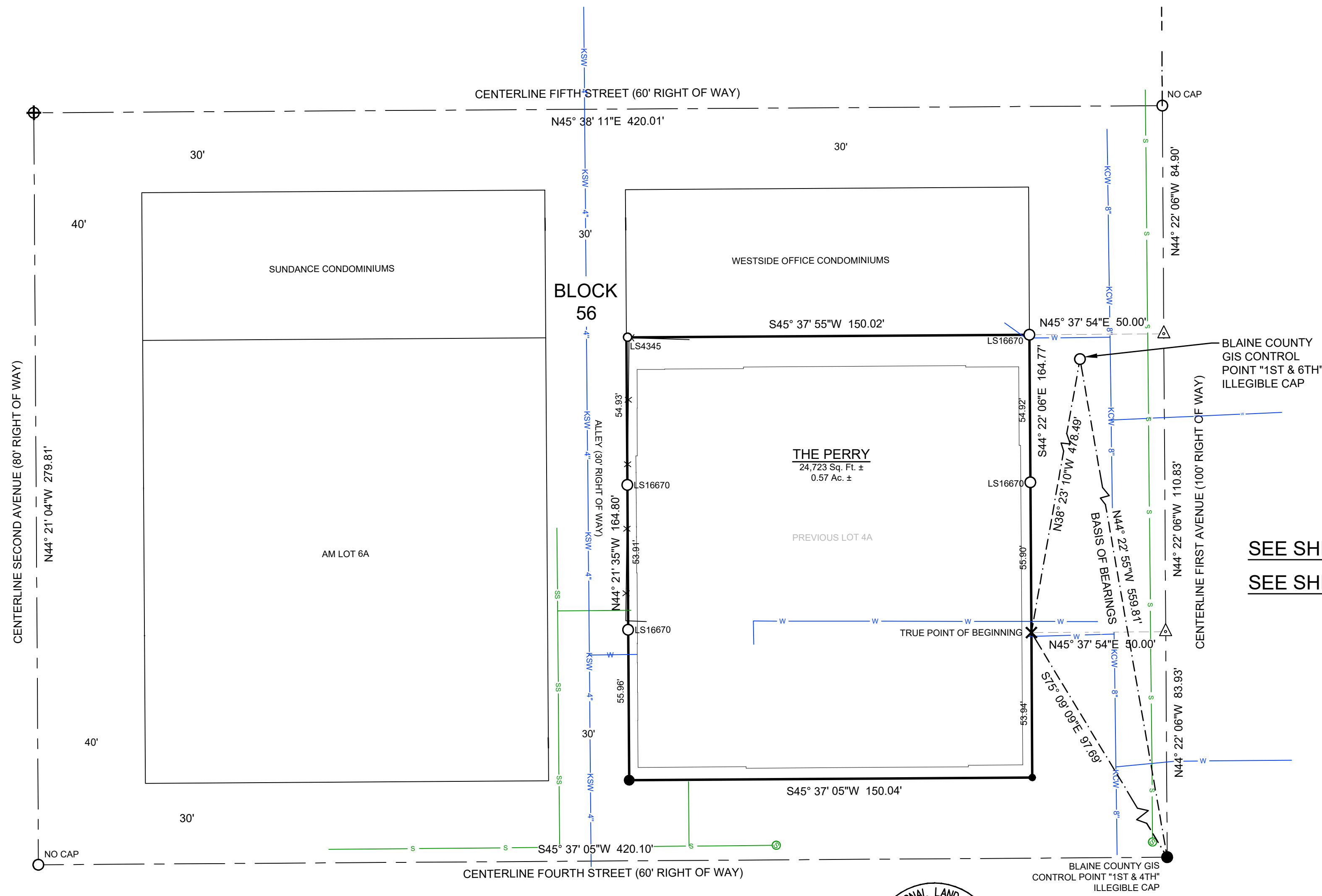
A PLAT SHOWING  
**THE PERRY**  
WHEREIN LOT 2A, BLOCK 56, KETCHUM TOWNSITE, IS CONVERTED INTO CONDOMINIUMS AS SHOWN HEREON  
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

FEBRUARY 2023



**LEGEND**

- Property Line
- Building Footprint
- Adjoiner's Lot Line
- Centerline of Right of Way
- Fence Line
- Survey Tie Line
- GIS Tie Line
- Ketchum City Water
- Ketchum Spring Line Water
- Water Service Tie Line
- Sewer Main
- Sewer Service
- Sewer Manhole
- Set Mag Nail
- Calculated Point, Not Set
- Found 1" Survey Marker
- Found 1/2" Rebar
- Found 5/8" Rebar
- Set 5/8" Rebar, P.L.S. 16670

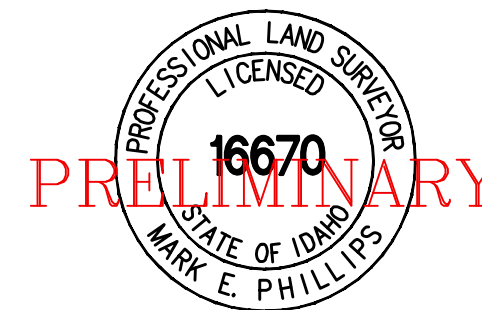


**SEE SHEET 2 FOR SURVEY NARRATIVE & NOTES**  
**SEE SHEET 5 FOR VICINITY MAP**

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

Date

South Central District Health Dept., EHS

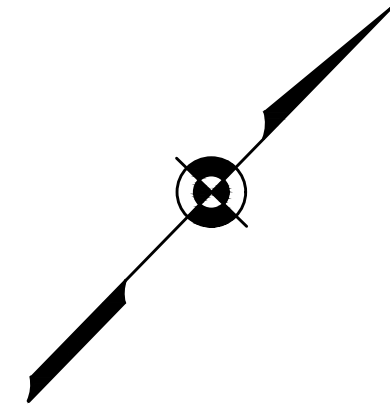


MARK E. PHILLIPS, P.L.S. 16670

THE PERRY

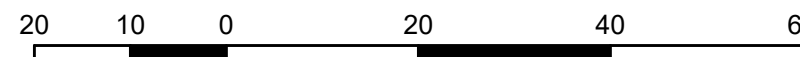
GALENA ENGINEERING, INC.  
HAILEY, IDAHO

SHEET 1 OF 6  
Job No. 8059-02



SCALE: 1" = 20'

# A PLAT SHOWING THE PERRY



SCALE IN FEET

## FIRST FLOOR

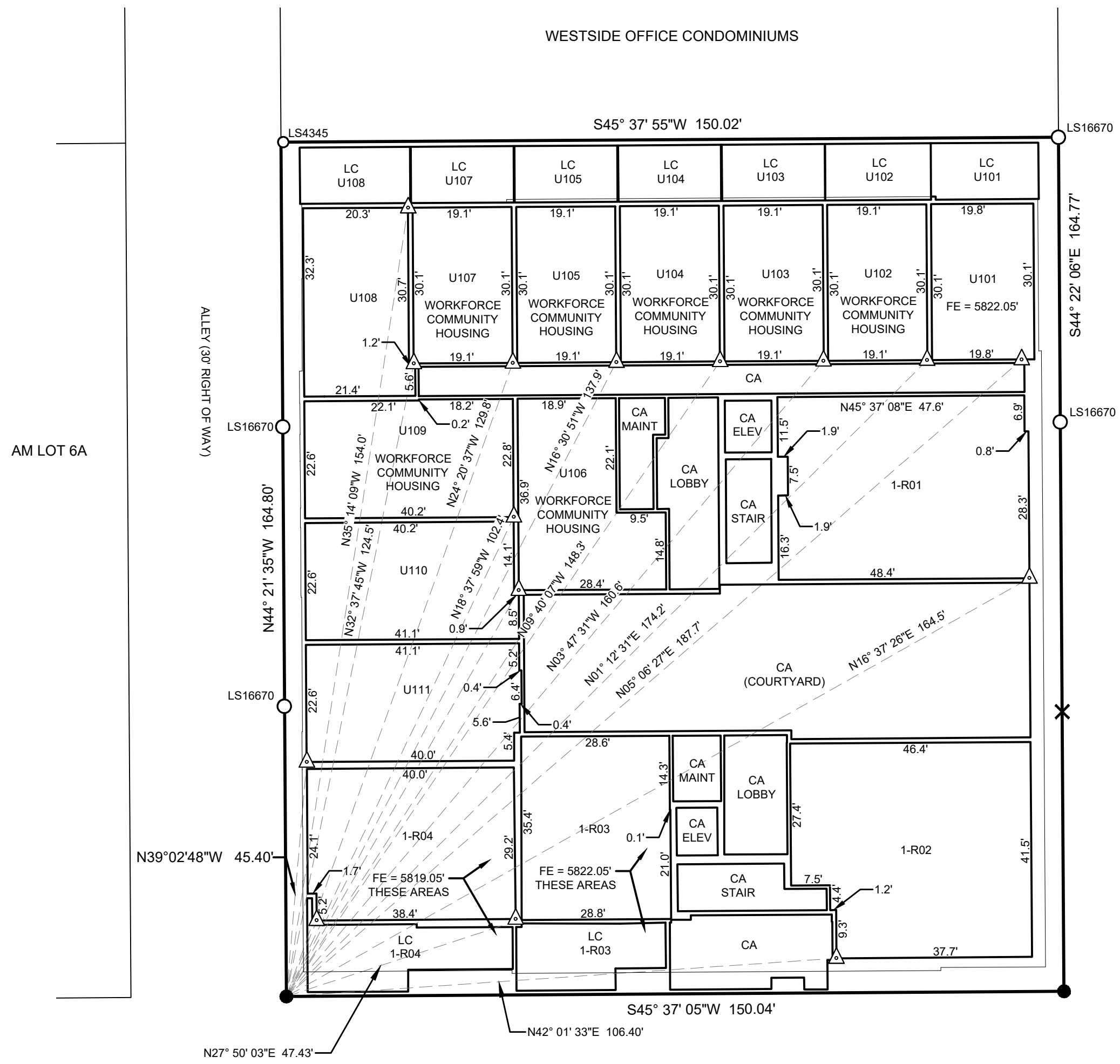
FE = 5825.30' (UNLESS OTHERWISE NOTED)  
CE = 5836.56

### LEGEND

	Property Line
	Adjoiner's Lot Line
	Building Footprint
	Unit Line
	Survey Tie Line
	Found 1/2" Rebar
	Found 5/8" Rebar
	Found Magnetic Nail & Chiseled X
	To Be Set 5/8" Rebar, P.L.S. 16670
	Calculated Point, Nothing Set
	Floor Elevation
	Ceiling Elevation
	Limited Common
	Common Area
	Maintenance Storage
	Elevator

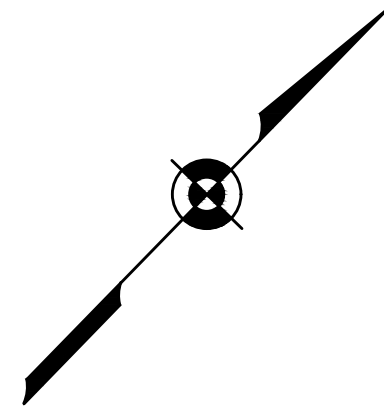
### SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found during the boundary retracement of Lot 4A, Block 56, Ketchum Townsite and convert said property into condominiums as shown hereon. The boundary shown is based on found centerline monuments, on the recorded plat of Ketchum: Block 56: Lots 3A and 4A, Instrument Number 403336 and the plat of the Village of Ketchum, Instrument Number 302962, both records of Blaine County, Idaho. All found monuments have been accepted. The missing monuments were reset by block breakdown and proportioning record distances between found monuments. Additional documents used during the course of this survey include the Record of Survey for Lots 2 & 3A, Block 56, Ketchum Townsite, Instrument Number 678114, the Record of Survey for D-K Condos, The N.E. 1/2 of Lots 5, Block 56, Ketchum Townsite, Instrument Number 694650, the plat of Ketchum, Block 56, Lot 6A, Instrument Number 438337 and the plat for D-K Condominiums, Instrument Number 195387, all records of Blaine County, Idaho.
- The distances shown are measured. Refer to the above referenced documents for previous record data.
- In interpreting the Declaration, Plat or Plats, and Deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and/or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and/or deeds, and the actual boundaries of the units in the buildings.
- Unless otherwise shown hereon, this survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, ditches, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
- A Title Commitment for 471 North 1st Avenue, has been issued by Pioneer Title Co., File Number 251444, with a Commitment Date of December 3, 2020. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. Some of the encumbrances and easements listed in the title report are NOT plotted hereon.
- Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument Number \_\_\_\_\_, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of common and limited common area.
- All area outside of units that is not designated as limited common is common area. areas of "common" or "limited common" are shown by diagram.
- Building ties are to the interior corners of unit walls. Elevation datum is NAVD 1988.
- Utility easements necessary to allow for access and maintenance of utilities serving units other than the unit they are located in are hereby granted by this plat.
- Zoning is CC-2, Community Core-Mixed Use Zone. Refer to City of Ketchum Zoning Ordinance for more specific information about this zone.
- The owner/subdivider is The Perry Building L.L.C. of 100 Lindsay Circle, Ketchum, ID 83349. The surveyor/representative is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.
- All accessible area outside of units that is not designated as Limited Common is Common Area. Areas of "Common" or "Limited Common" are shown by diagram.
- Workforce community housing units are subject to FAR Exceedance Agreement, Instrument Number \_\_\_\_\_, and Deed Covenant, Instrument Number \_\_\_\_\_, both records of Blaine County.



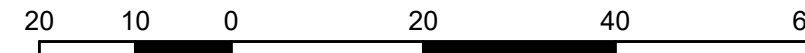
MARK E. PHILLIPS, P.L.S. 16670

THE PERRY  
 GALENA ENGINEERING, INC.  
 HAILEY, IDAHO  
 SHEET 2 OF 6  
 Job No. 8059-02



SCALE: 1" = 20'

# A PLAT SHOWING THE PERRY



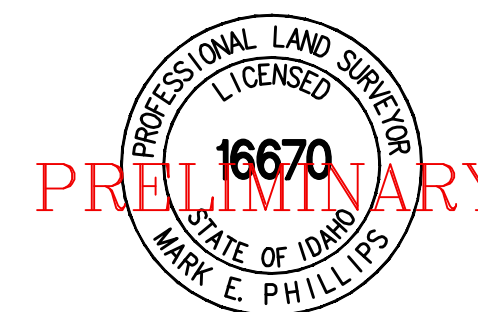
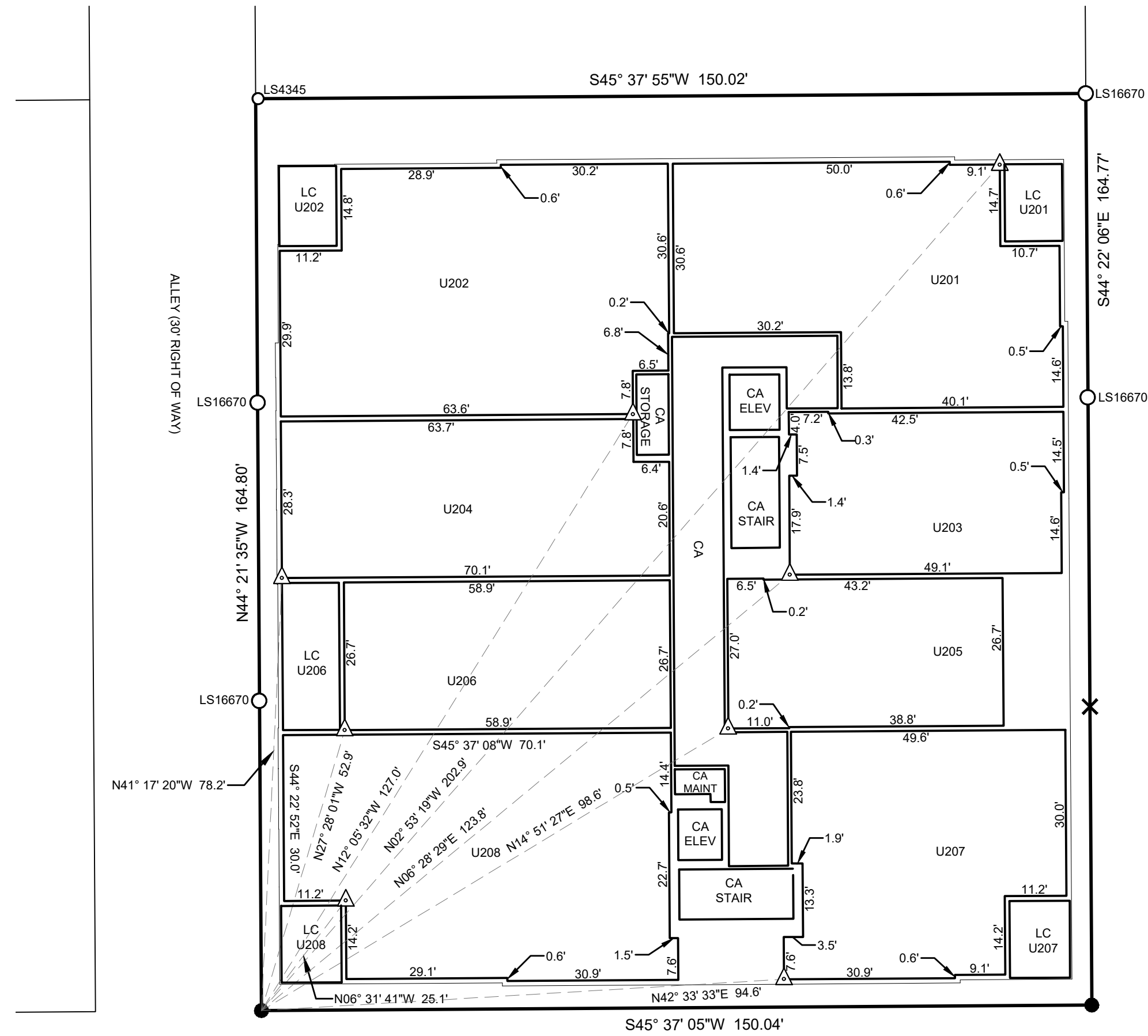
SCALE IN FEET

## SECOND FLOOR

FE = 5838.05'  
CE = 5848.73'

### LEGEND

- Property Line
- Adjoiner's Lot Line
- Building Footprint
- Unit Line
- Survey Tie Line
- Found 1/2" Rebar
- Found 5/8" Rebar
- Found Magnetic Nail & Chiseled X
- To Be Set 5/8" Rebar, P.L.S. 16670
- Calculated Point, Nothing Set
- FE Floor Elevation
- CE Ceiling Elevation
- LC Limited Common
- CA Common Area
- MAINT Maintenance Storage
- ELEV Elevator

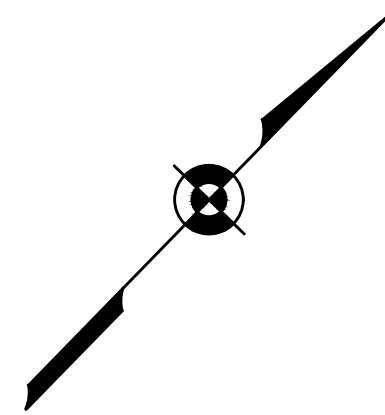


MARK E. PHILLIPS, P.L.S. 16670

THE PERRY

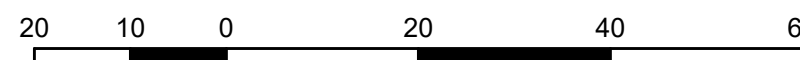
GALENA ENGINEERING, INC.  
HAILEY, IDAHO

SHEET 3 OF 6  
Job No. 8059-02



SCALE: 1" = 20'

# A PLAT SHOWING THE PERRY



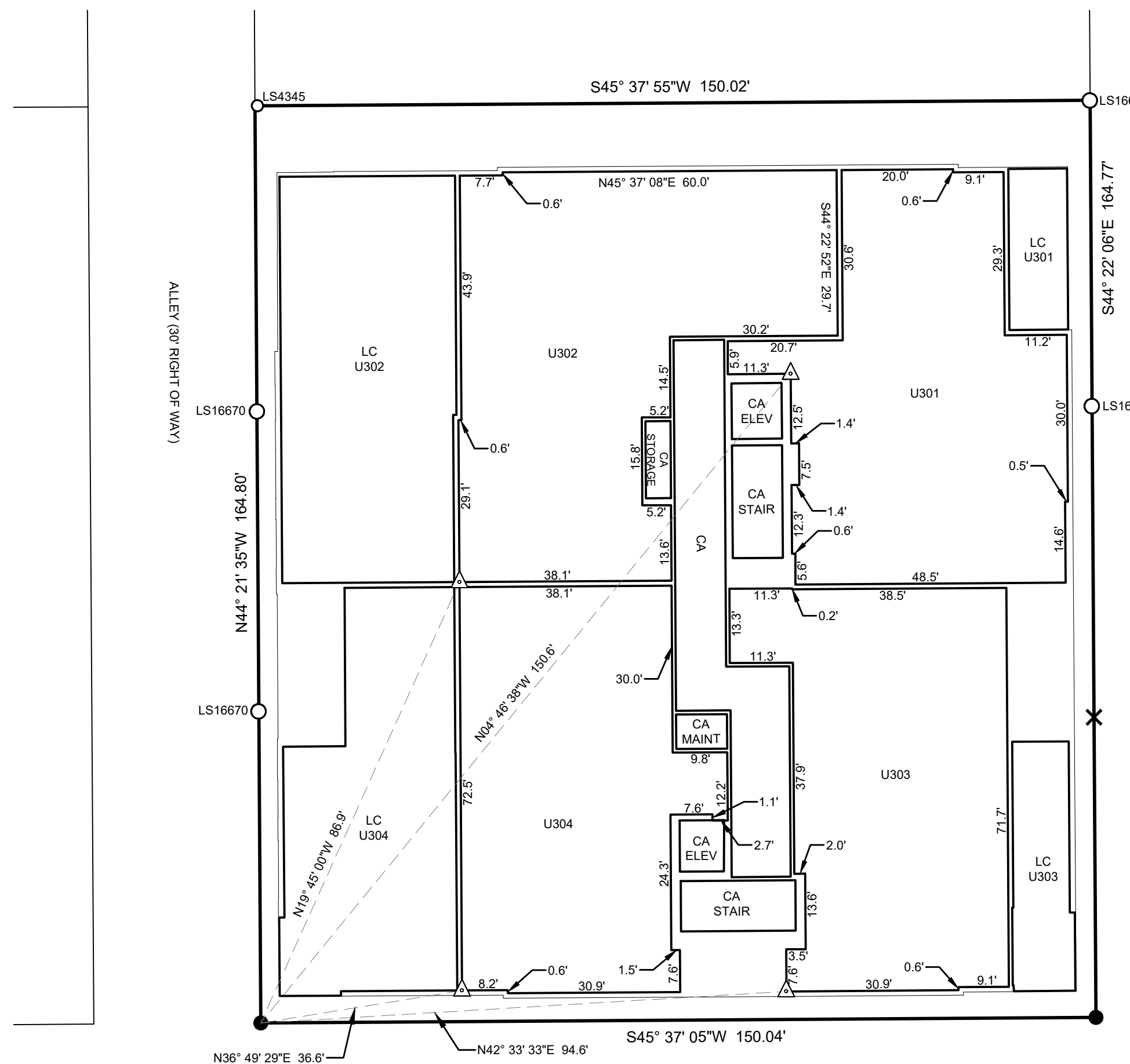
SCALE IN FEET

## THIRD FLOOR

FE = 5850.22'  
CE = 5861.05'

### LEGEND

- Property Line
- Adjoinder's Lot Line
- Building Footprint
- Unit Line
- Survey Tie Line
- Found 1/2" Rebar
- Found 5/8" Rebar
- Found Magnetic Nail & Chiseled X
- To Be Set 5/8" Rebar, P.L.S. 16670
- Calculated Point, Nothing Set
- FE Floor Elevation
- CE Ceiling Elevation
- LC Limited Common
- CA Common Area
- MAINT Maintenance Storage
- ELEV Elevator



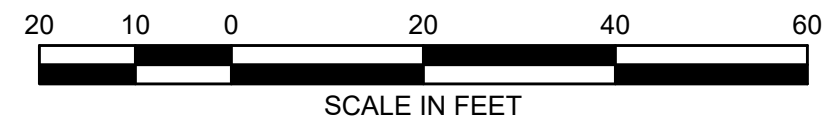
MARK E. PHILLIPS, P.L.S. 16670

THE PERRY

GALENA ENGINEERING, INC.  
HAILEY, IDAHO

SHEET 4 OF 6  
Job No. 8059-02

# A PLAT SHOWING THE PERRY



## PARKING

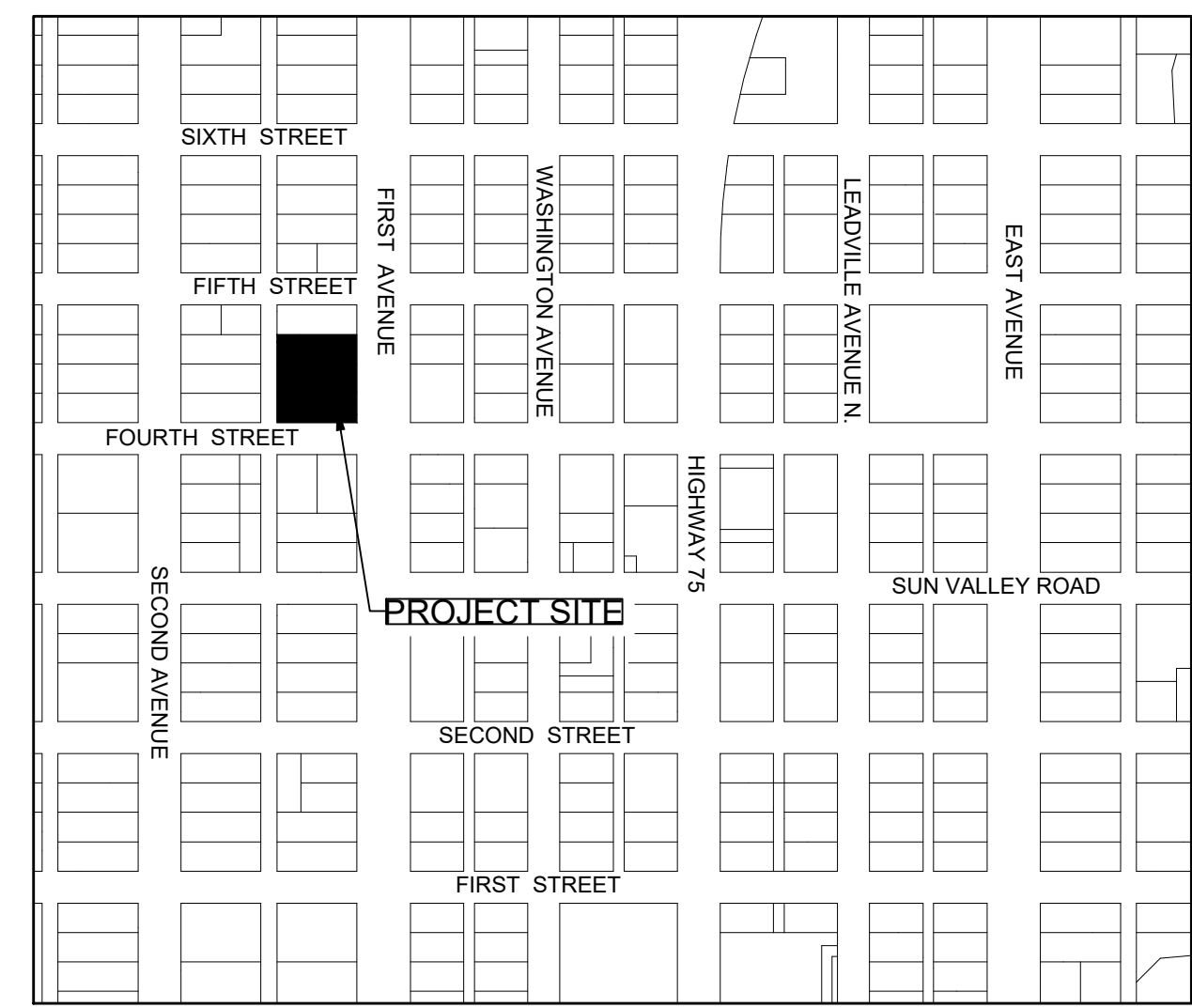
FE = 5810.63'  
CE = 5823.81' (UNLESS OTHERWISE NOTED)

SCALE: 1" = 20'



### LEGEND

- Property Line
- Adjoiner's Lot Line
- Building Footprint
- Unit Line
- Found 1/2" Rebar
- Found 5/8" Rebar
- ⊗ Found Magnetic Nail & Chiseled X
- Set 5/8" Rebar, P.L.S. 16670
- △ Calculated Point, Nothing Set
- FE Floor Elevation
- CE Ceiling Elevation
- LC Limited Common
- CA Common Area
- MECH Mechanical or Electrical Room
- ELEV Elevator



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

THE PERRY  
 GALENA ENGINEERING, INC.  
 HAILEY, IDAHO  
 SHEET 5 OF 6  
 Job No. 8059-02

**CERTIFICATE OF OWNERSHIP**

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

A parcel of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

LOT 2A OF LOT 2A, BLOCK 56, KETCHUM TOWNSITE

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements.

I do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of units shown within this plat.

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

LOT 2A, BLOCK 56, KETCHUM TOWNSITE, BLAINE COUNTY IDAHO

\_\_\_\_\_  
The Perry Building L.L.C., A Washington Limited Liability Company.  
By: Carson Palmer, Member/Manager

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

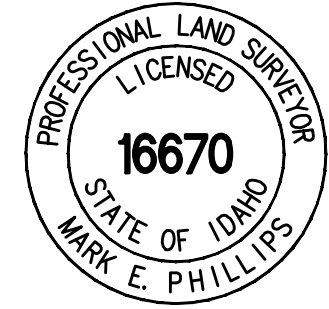
On this \_\_\_\_ day of \_\_\_\_\_ 2023, before me, a Notary Public in and for said State, personally appeared Carson Palmer, known or identified to me to be a Member/Manager of The Perry Building L.L.C., a Washington Limited Liability Company, and acknowledged to me that he executed the same in said Limited Liability Company name

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

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

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



**BLAINE COUNTY SURVEYOR'S APPROVAL**

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

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

**KETCHUM CITY COUNCIL CERTIFICATE**

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, this plat was duly accepted and approved.

\_\_\_\_\_  
Lisa Enourato, Interim City Clerk, City of Ketchum

**KETCHUM CITY ENGINEER CERTIFICATE**

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
Robyn Mattison, City Engineer, City of Ketchum

**KETCHUM CITY PLANNER CERTIFICATE**

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
Abby Rivin, Senior Planner, City of Ketchum

**BLAINE COUNTY TREASURER'S APPROVAL**

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

\_\_\_\_\_  
Blaine County Treasurer

\_\_\_\_\_  
Date

**BLAINE COUNTY RECORDER'S CERTIFICATE**

THE PERRY  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO  
SHEET 6 OF 6  
Job No. 8059-02

# Attachment G

Application Materials:  
Variance Request





**City of Ketchum  
Planning & Building**

OFFICIAL USE ONLY	
Application Number:	
Date Received:	
By:	
Fee Paid:	
Approved Date:	
By:	

**Variance Application**

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 191 5th St West, Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code.

OWNER/APPLICANT INFORMATION
Name: The Perry Building LLC
Phone: 208.718.1360
Email: broderick@silentwater.com
Mailing Address: PO Box 7146, Ketchum, ID 83340
Legal Description: RPK0000056004A: KETCHUM AM LOT 4A BLK 56 8; RPK0000056003A: KETCHUM AM LOT 3A BLK 56; RPK00000560020: KETCHUM LOT 2 BLK 56
Zoning District: CC-2 Community Core Mixed-Use
Overlay District:
ADDITIONAL INFORMATION
Requirement(s) of the Zoning Code Title 17 to be Varied: Ch. 17.08.020 - Terms Defined. Gross Floor Area as defined does not include underground parking areas. Underground Parking Area as defined is an enclosed off street parking area within the lowest floor of a building; provided, that a minimum of 75 percent of the ceiling surface area of such floor is not more than four feet above the basement invisible plane. Application is for variance to the definition as applied to this particular sloped site allowing the proposed enclosed underground parking, with ceiling area exceeding the percent allowed above the defined plane, to be excluded from gross floor area and thus FAR calculation.
Please state the undue hardship you believe would result from the strict enforcement of this requirement: If the basement parking were lowered to achieve 75% of the garage ceiling below the defined plane, unnecessary additional excavation would be required extending duration of construction and disturbance to the community with increased soil removal truck trips. The level of the garage would then require ramping down from the alley to access parking, resulting in unnecessary loss of total parking spaces provided. Since the first floor point of accessible entrance to the building remains at the same elevation in either case, unnecessary overframing of unusable structure would need to be built between the lowered level garage ceiling and the first floor level. The overall massing of the building, uses and appearance from street frontages would be exactly the same whether the basement level is lowered or not.
Please state the unique characteristics of the site, i.e. unique size, shape, topography or location of the property: The site is a corner lot with two street frontages, a side lot line, and a rear lot line along an alley. Both street frontages slope with grade differences of 8 feet and 12 feet respectively. The majority of the public sidewalk on these frontages is more steeply graded than slopes typically allowed by definition of accessible routes. There is only one level area where accessible entry can be provided from the sidewalk which is near the highest point of the site. Due to the steep grade difference, access from the alley is near the lowest point of the site, approximately 15 feet lower than the accessible point of entry from the sidewalk on the street side along 1st Avenue.
<b>Note:</b> The criteria for granting a variance are listed on the reverse side of this application form.

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

*Blak Smith*

**6/22/2022**

Applicant Signature

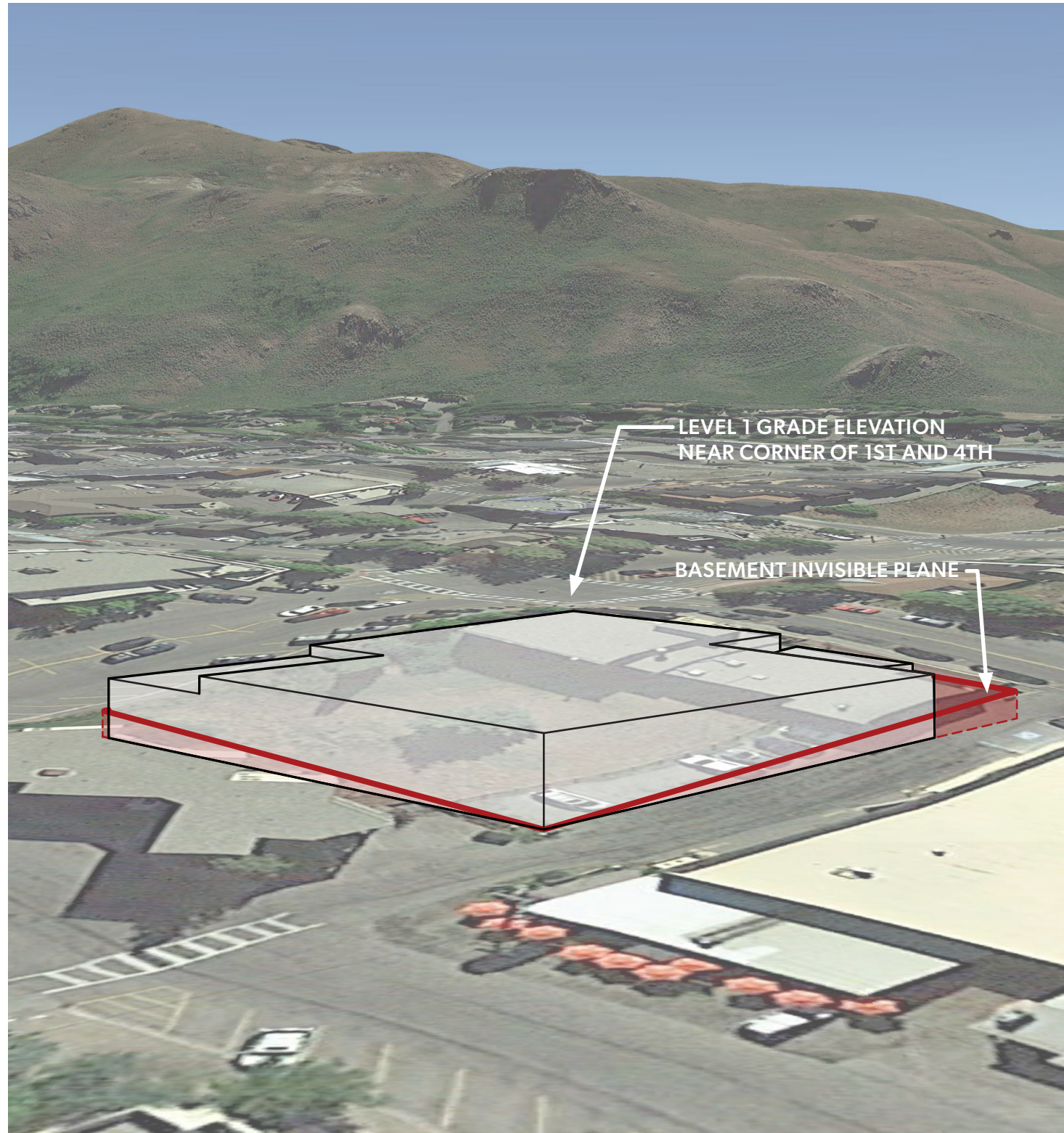
Date

Once your application has been received, we will review it and contact you with next steps. No further action is required at this time.

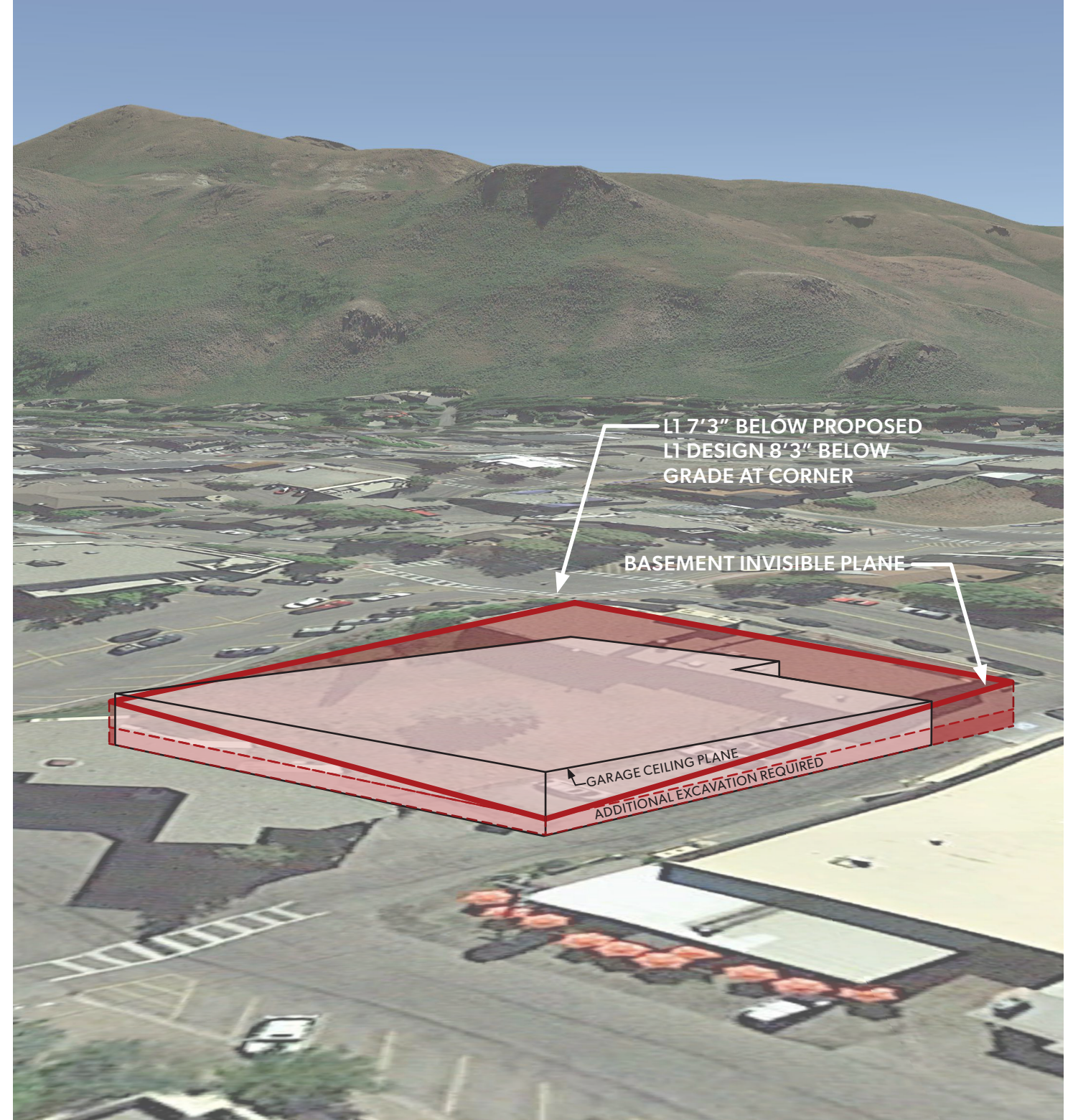
SITE CONSTRAINTS



PROPOSED GARAGE



CODE COMPLIANT GARAGE



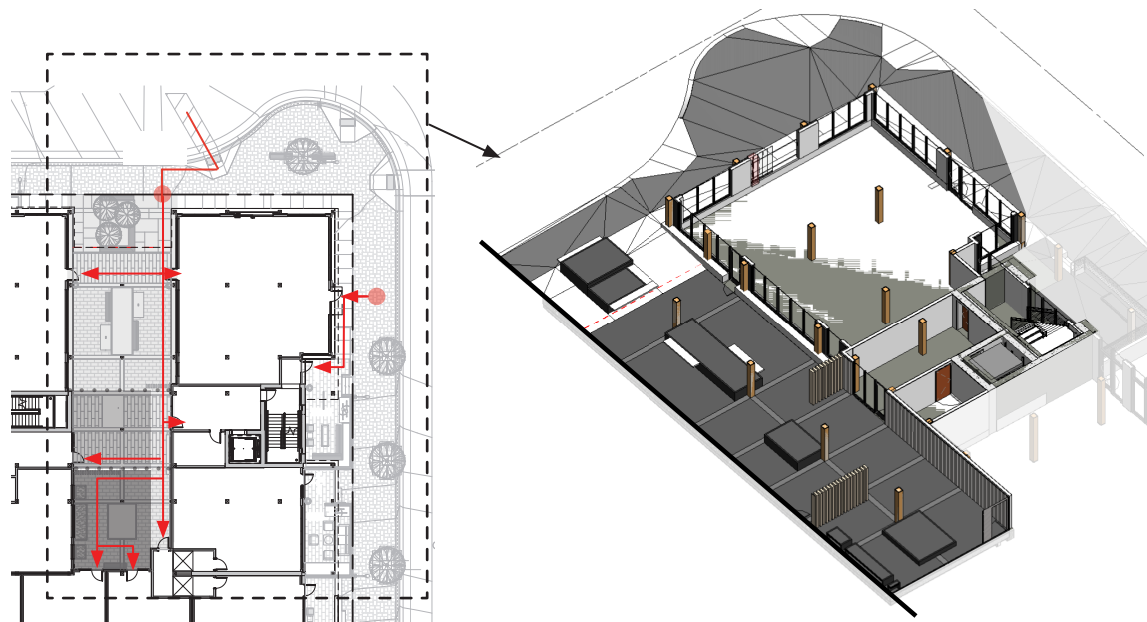
PROPOSED DESIGN



CODE COMPLIANT DESIGN

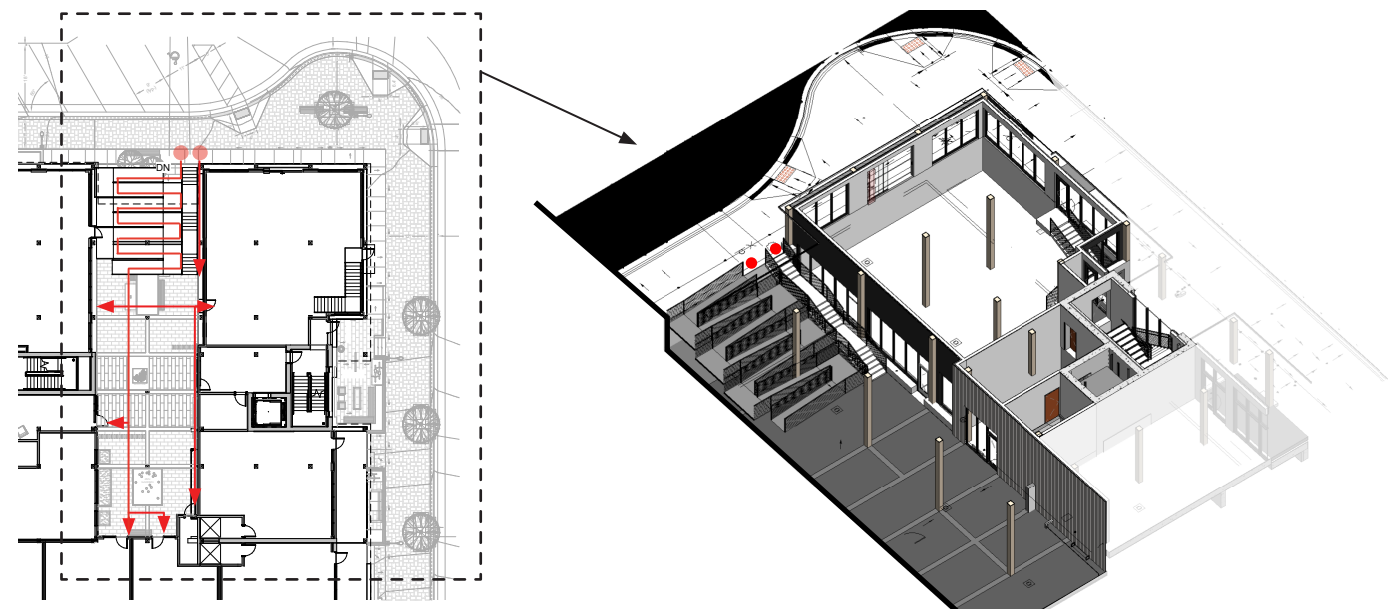


L1 CORNER RETAIL - GARAGE AT PROPOSED VARIANCE



ACCESSIBLE ROUTE FROM GRADE

L1 CORNER RETAIL - GARAGE AT CODE COMPLIANT HEIGHT



ACCESSIBLE ROUTE FROM GRADE

UNDERGROUND PARKING - DEVIATION FROM ZONING

DEFINITIONS FROM CODE OF ORDINANCES CITY OF KETCHUM, IDAHO 17.08.020

**FLOOR AREA, GROSS**

The horizontal area of the building measured along the outside walls of each floor of a building or portion of a building, including stair towers and elevators on the ground floor only, but not including basements or underground parking areas (see definition following). Parking areas covered by a roof or portion of the building and enclosed on three or more sides by building walls are included.

**UNDERGROUND PARKING**

An enclosed off street parking area within the lowest floor of a building; provided, that a minimum of 75 percent of the ceiling surface area of such floor is not more than four feet above the basement invisible plane

Seeking variance to:

1. Exceed 75 percent of ceiling surface area.
2. Exclude underground parking from FAR

No visual difference between Code Compliant version and Variance version from anywhere along the street

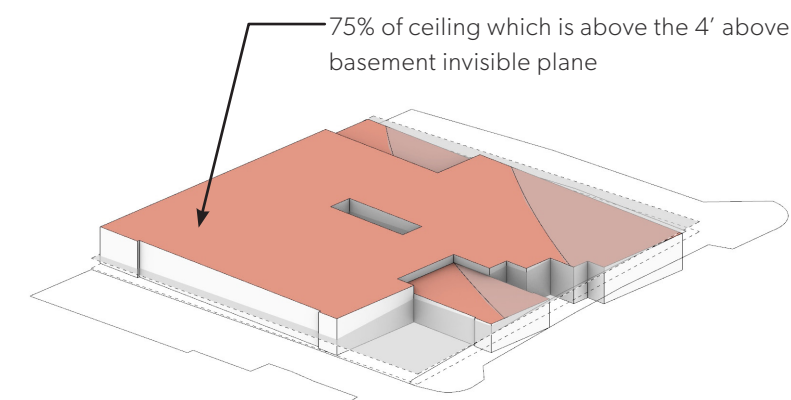
**CODE COMPLIANT OPTION:**

- **4 less parking stalls** provided on site
- **Extended 23 days** of excavation
- **613 additional dump truck loads** for soil removal (77 MJ/m<sup>3</sup> for transportation and excavation of soil, very energy intensive)

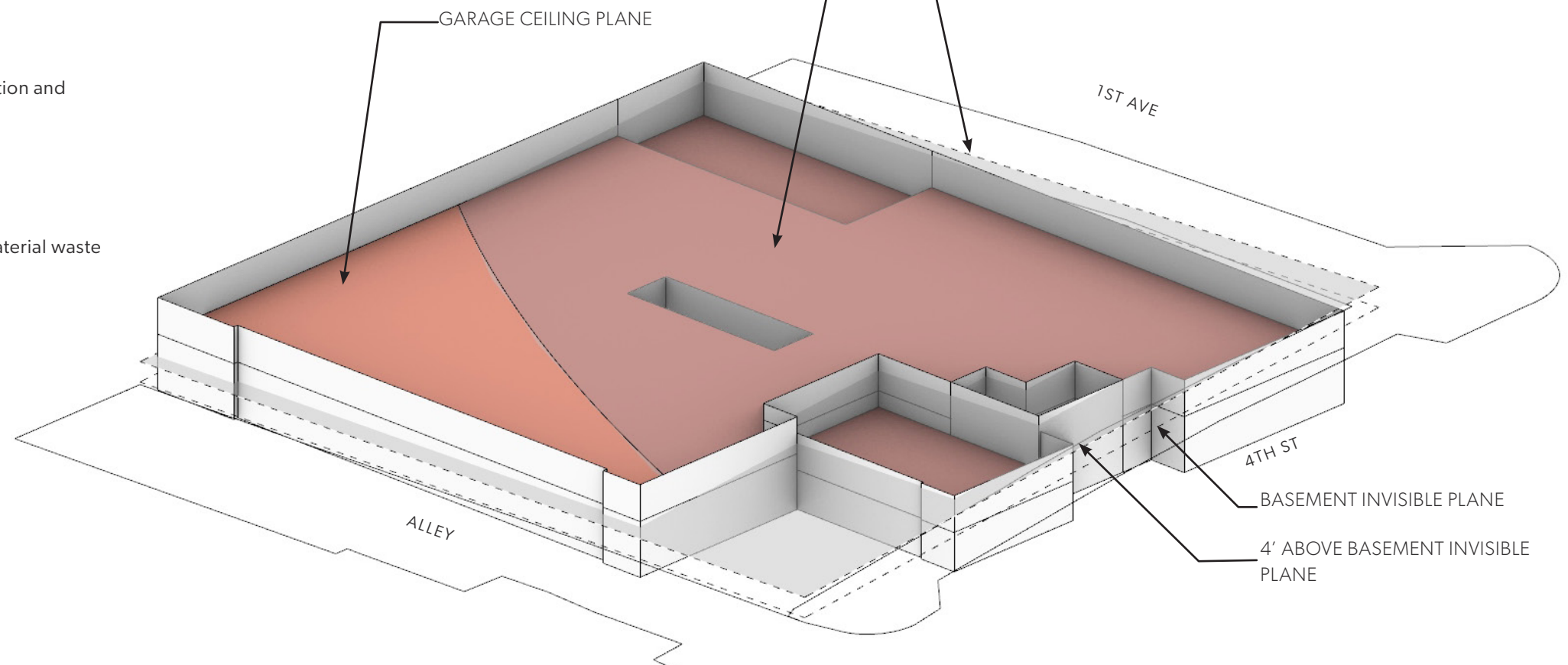
**PROPOSED DESIGN WITH VARIANCE:**

- **Minimizes** impact at grade at 1st Ave N. & 4th St.
- **Reduce** accessible route issues
- **Reduce** excavation at parking (to meet vertical clearances) and construction material waste
- Maintain height clearance in parking garage
- No dangerous precedent set due to unique site topography

Zoning code excludes underground parking from FAR, provided the underground parking meets the definition by being located at least 75% below the basement plane. The unique result of meeting this dimensional definition on this particular site with steep slopes on both frontages is that it pushes the underground parking level significantly below (over 8.5') the adjacent sidewalk grade at the limited location of primary entrance relative to the corner intersection and only flat area suited for accessing the first floor.



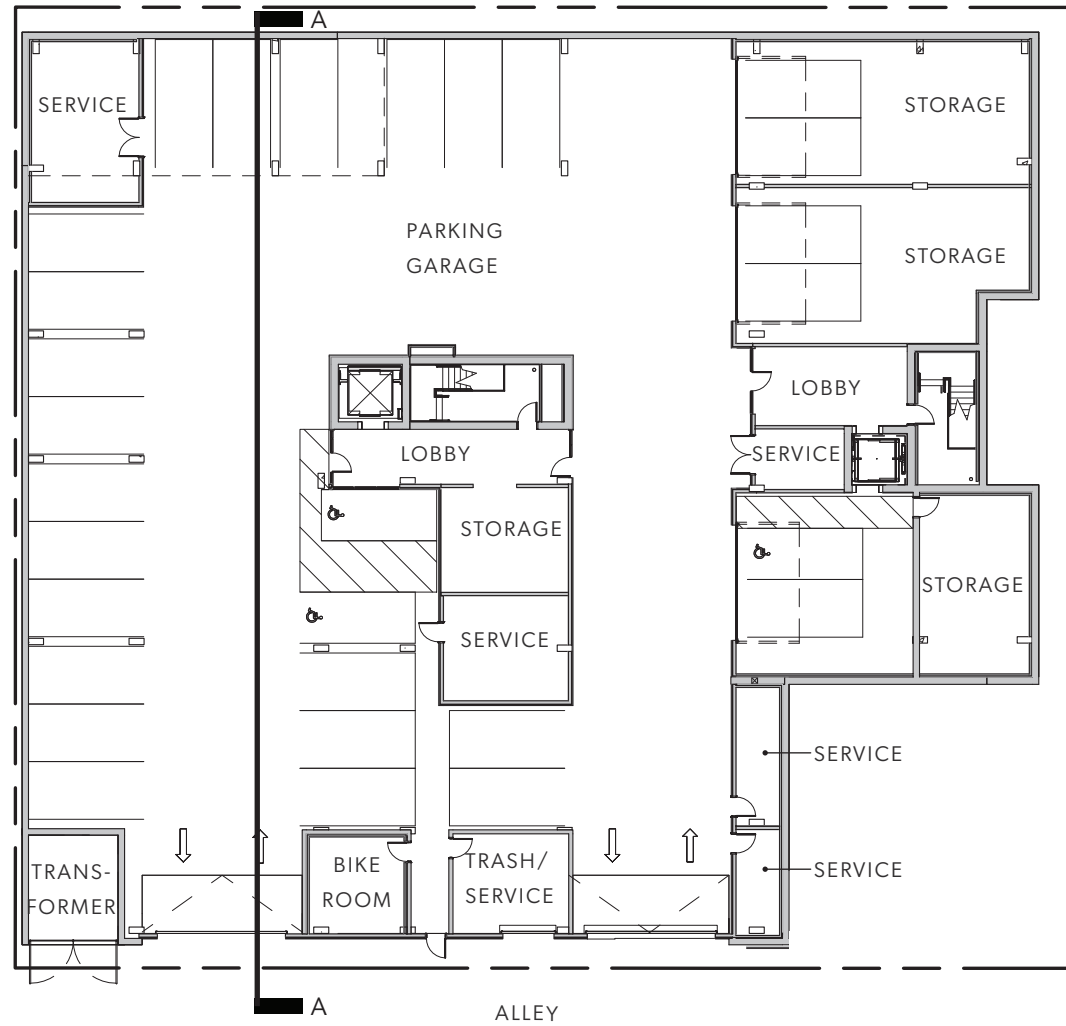
PROPOSED DESIGN



CODE COMPLIANT DESIGN

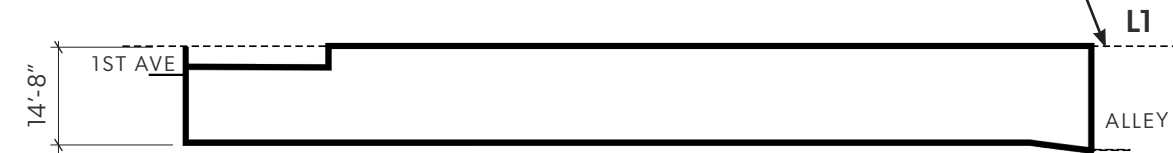
UNDERGROUND PARKING - DEVIATION FROM ZONING

PROPOSED DESIGN



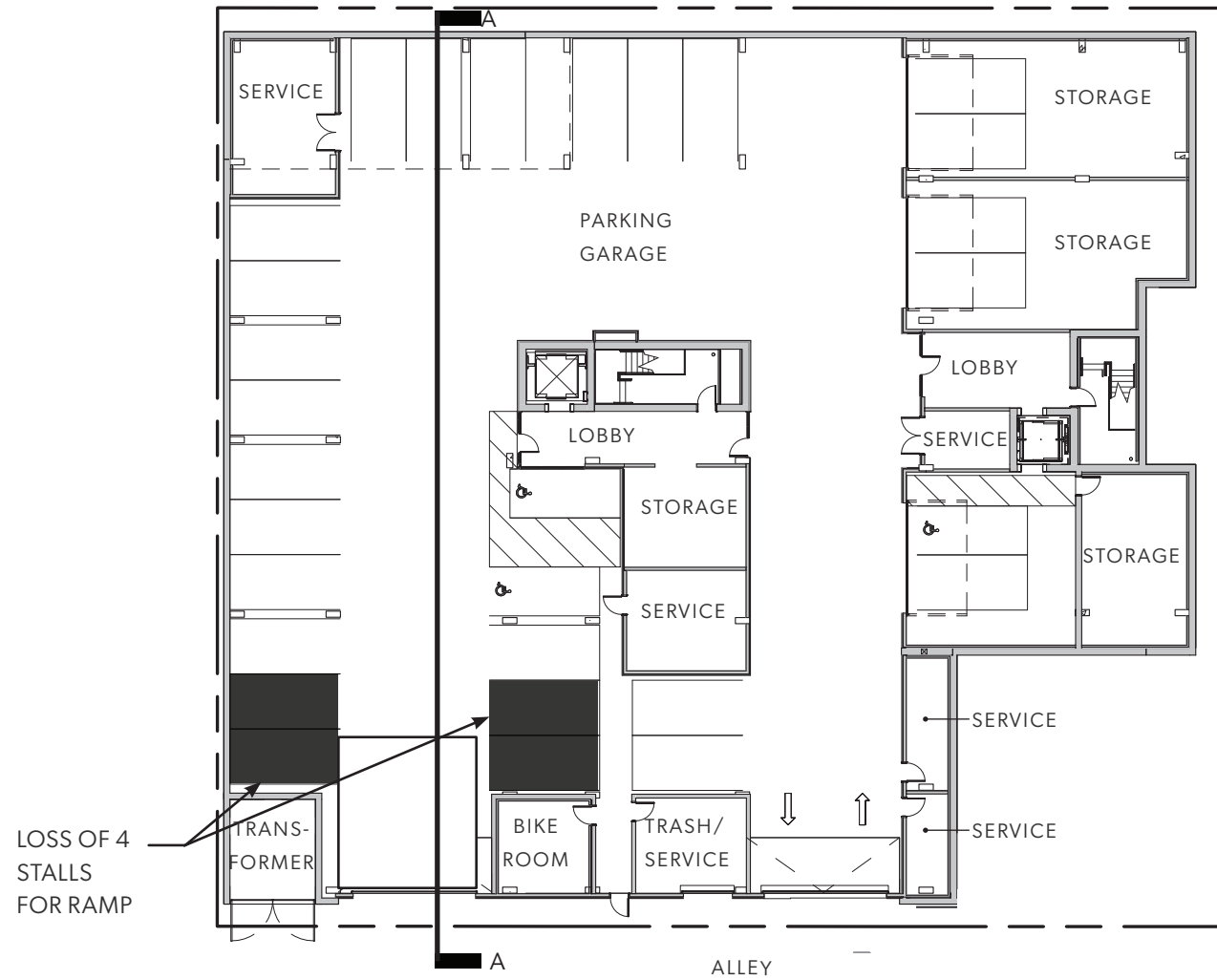
LEVEL P1 PLAN  
1" = 30'-0"

L1 IS NEAR GRADE ALONG 1ST AVE FOR ACCESSIBLE ENTRY FOR PEDESTRIANS



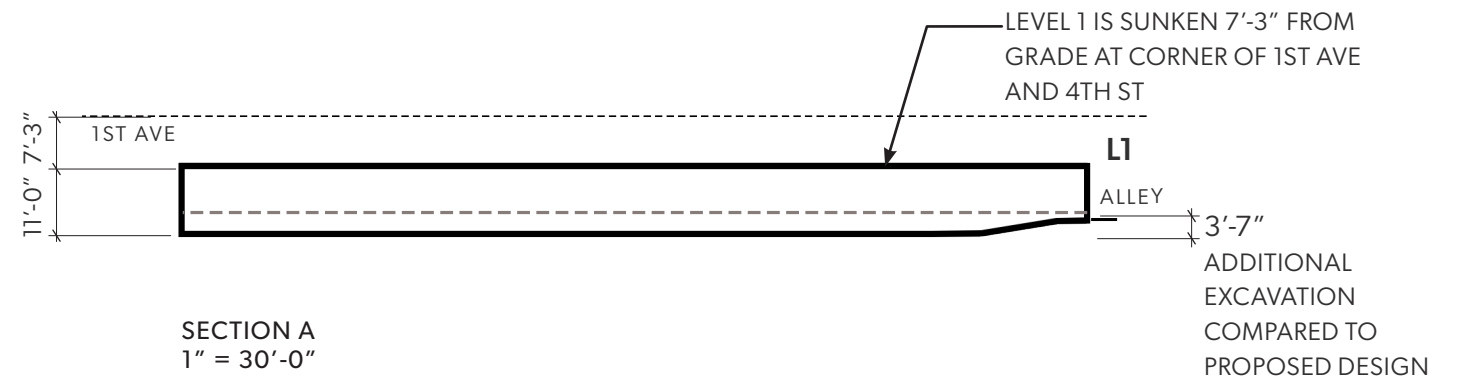
SECTION A  
1" = 30'-0"

CODE COMPLIANT DESIGN



LEVEL P1 PLAN  
1" = 30'-0"

LOSS OF 4 STALLS FOR RAMP

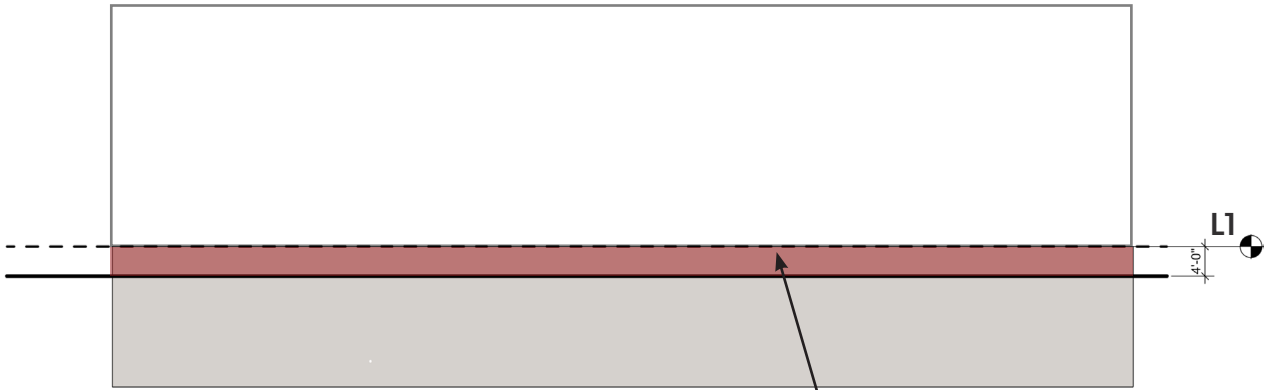


SECTION A  
1" = 30'-0"

UNDERGROUND PARKING - DEVIATION FROM ZONING

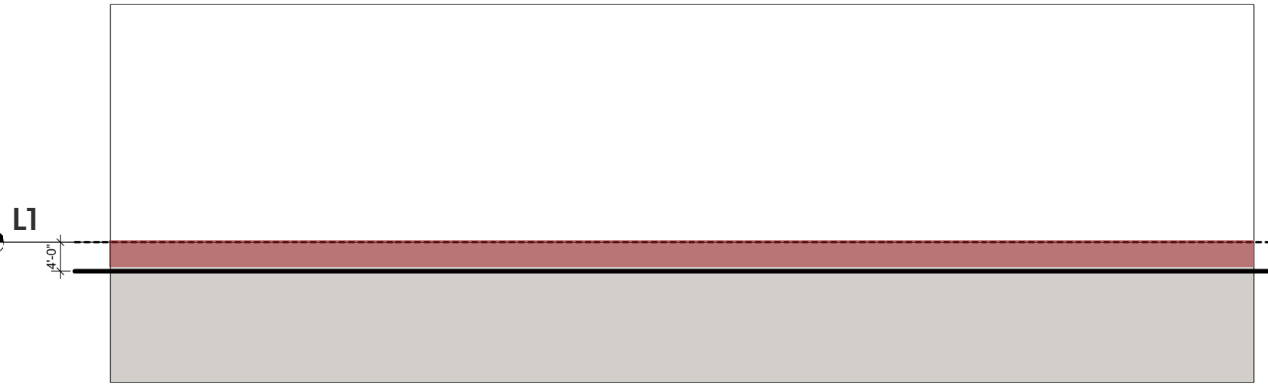
CODE COMPLIANT DESIGN

ON A TYPICAL FLAT OR MODERATELY SLOPED SITE THE UNDERGROUND PARKING DEFINITION ALLOWS 4 FEET (UP TO 33%) OF THE PARKING LEVEL BE VISIBLE ABOVE THE SIDEWALK GRADE AND CONTRIBUTE TO BULK OF STRUCTURE WHICH FAR RESTRICTIONS ARE INTENDED TO LIMIT.



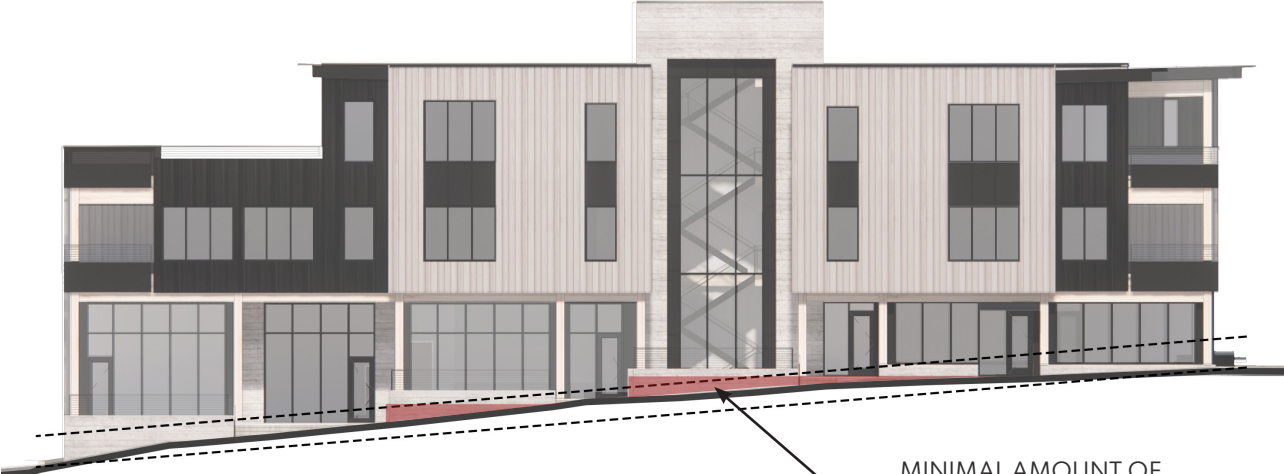
ELEVATION ALONG 4TH STREET

LARGE AMOUNT OF BASEMENT WALL VISIBLE FROM THE STREET, AND WOULD BE ALLOWED PER CODE ON A FLAT SITE



ELEVATION ALONG 1ST AVE

PROPOSED DESIGN



ELEVATION ALONG 4TH STREET

MINIMAL AMOUNT OF BASEMENT WALL VISIBLE FROM THE STREET



ELEVATION ALONG 1ST AVE

## VARIANCE EVALUATION CRITERIA

- The strict enforcement of the provisions of this Code creates an undue hardship to the property owner; however, economic feasibility shall not be considered an undue hardship.
- The variance is necessary because of the unique size, shape, topography or location of the subject property.
- The subject property is deprived, by provision of this Code, of rights and privileges enjoyed legally by other properties in the vicinity and under an identical zone.
- The need for the variance is not the result of actions of the applicant or property owner.
- The variance does not create health and safety hazards.
- The variance does not relieve an applicant from any of the procedural provisions of this Code.
- The variance does not relieve an applicant from any standard or provision that specifically states that no variance from such standard or provision is permitted.
- The variance does not relieve an applicant from conditions established during prior permit review.
- The variance does not allow establishment of a use that is not otherwise permitted in the zone in which the subject property is located.
- The variance is the minimum necessary to grant relief to the applicant.



# Attachment H

## Zoning and Dimensional Standards Evaluation



THE PERRY BUILDING  
COMPLIANCE WITH ZONING REGULATIONS

17.12.020 – District Use Matrix	Conformance
<i>Zone District: Community Core Subdistrict 2– Mixed-Use (CC-2)</i>	YES
<p><b>Finding:</b> The proposed development includes 4 ground-level retail units fronting 4<sup>th</sup> Street and 1<sup>st</sup> Avenue, 7 community housing units, and 16 market-rate multi-family dwelling units. Retail and multi-family dwelling units are permitted in the CC-2 Zone pursuant to Ketchum Municipal Code §17.12.020.</p>	

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
<i>Minimum Lot Size</i>	YES
<p><b>Finding:</b>  <u>Required:</u> 5,500 square feet   <u>Proposed:</u> 24,723 square feet</p>	

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
<i>Minimum Lot Width</i>	YES
<p><b>Finding:</b>  <u>Required:</u> Minimum lot width of an average of 55 feet is required in the CC-2 zone district.   <u>Proposed:</u> Lot 2A is 165 feet wide.</p>	

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
<i>Minimum Building Setbacks</i>	YES
<p><b>Finding:</b>  <u>Required:</u>            Front: 5 feet average            Street Side: 5 feet average            Interior Side: 0 feet            Adjacent to Alleyway: 3 feet             Non-habitable structures, fixed amenities, solar and mechanical equipment affixed to a roof must be setback 10 feet from all building facades.   <u>Proposed:</u>            The footprint of the mixed-use building is setback 4 feet from the front property line along 1<sup>st</sup> Avenue and 5 feet from the street-side property line along 4<sup>th</sup> Street. The zoning diagrams on</p>	

page 20 provide the calculations for average setbacks based on the length of the facades at each floor level.

*Proposed Setbacks for Mixed-Use Building*

Front (1<sup>st</sup> Avenue/east)

First Floor: 5.4'

Second Floor: 5.9'

Third Floor: 5.83'

Side (4<sup>th</sup> Street/south)

First Floor: 5.5'

Second Floor: 5.5'

Third Floor: 5.5'

Side (interior/north): 0 feet

Rear (alley/west): 3'-1"

*Rooftop Structures*

The roof plan on page 29 of the project plans specifies the setback from the building facades to the nonhabitable access structures and the screened mechanical area. The primary stairwell and elevator overrun is setback 49 feet from the front façade along 1<sup>st</sup> Avenue, 10 feet from the 4<sup>th</sup> Street façade, and 38.5 feet from the rear façade. The secondary elevator overrun is setback 50.5 feet from the front façade along 1<sup>st</sup> Avenue, 37.5 feet from the interior side façade, and 48 feet from the rear façade. The screened rooftop mechanical equipment area is setback 49 feet from the front façade along 1<sup>st</sup> Avenue, 12.5 feet from the 4<sup>th</sup> Street façade, 23 feet from the interior side façade, and 39 feet from the rear façade.

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
<i>Maximum Building Heights</i>	YES
<p><b>Maximum Permitted Heights</b>            Maximum Permitted Building Height: 42 feet</p> <p>Ketchum Municipal Code §17.08.020. Height of building/CC District: The greatest vertical distance of a building in the community core district measured by determining the average elevation of the front property line and rear property line. Draw a line from the average front or rear elevation up to the maximum building height allowed, and then draw a line at that height parallel to the front or rear property line. The resulting line establishes the highest elevation of the front or rear facade. The front or rear facade shall not extend above this line. Side facades may be stepped up or down to transition from the highest elevation of the front facade height to the highest elevation of the rear facade. One or multiple steps along the side facades are allowed, except no step shall occur within 40 feet of the front elevation or within 35 feet of the rear facade. The City shall establish the elevation points used to calculate the average elevation of the front and rear property lines (see illustration A on file in the office of the City Clerk).</p>	

Nonhabitable Structures on Rooftops: 10 feet  
 Rooftop Mechanical Equipment: 5 feet

**Proposed:**

Average Grade Elevation at Front Property Line: 5822'  
 Top of Front Façade Elevation: 5864'  
 Height of Front Façade: 42 feet

Average Grade Elevation at Rear Property Line: 5811.75'  
 Top of Rear Façade Elevation: 5853.75'  
 Height of Rear Façade: 42 feet

Page 36 of the project plans shows that the side façades step up to the maximum height at the front façade 35 feet from the rear property line.

Nonhabitable Access Structures on Rooftop:  
 Primary Stairwell Shaft & Elevator Overrun: 7.6 feet  
 Secondary Elevator Overrun: 5.5 feet

Rooftop Mechanical Equipment: 5 feet

17.124.040 – Floor Area Ratios and Community Housing	Conformance
<p><i>An increased FAR may be permitted subject to design review approval, and provided, that all conditions in KMC 17.124.040.B.2 are met.</i></p>	<p>YES            Conditions #1 and #2</p>
<p><b>Finding:</b>  <u>Permitted:</u>            Permitted FAR: 1.0            Permitted FAR with Community Housing: 2.25            Site Area: 24,723 square feet            Permitted Gross Floor Area (1.0 FAR): 24,723 square feet</p> <p><u>Proposed:</u>            The FAR calculation is provided on Sheet page 21 of the project plans.            Proposed Gross Floor Area: 53,756 square feet with variance exempting parking garage            Lot Area: 24,723 square feet  <b>Proposed FAR: 2.18</b></p> <p>Community Housing Mitigation Calculation:            Permitted Gross Floor Area (1.0 FAR): 24,723 square feet            Proposed Gross Floor Area: 53,756 square feet with variance exempting parking garage            Increase Above Permitted FAR: 29,033 square feet</p>	

20% of Increase: 5,087 square feet  
 Net Livable (15% Reduction): 4,936 square feet  
 Total On-Site Community Housing: 5,014 square feet

The applicant has proposed providing 7 total community housing units on the ground-floor of the mixed-use building as follows:

- One-Bedroom: 625 square feet
- One-Bedroom: 625 square feet
- One-Bedroom: 625 square feet
- One-Bedroom: 625 square feet
- One-Bedroom: 624 square feet
- Two-Bedroom: 914 square feet
- One-Bedroom: 976 square feet

Total Community Housing: 5,014 square feet

The design review is subject to Variance Application File No. P22-045D pursuant to condition #1. Pursuant to condition #2, a FAR Exceedance Agreement between the applicant and the City to memorialize the community housing contribution shall be signed and recorded prior to issuance of a building permit for the project.

17.125.030 - Off Street Parking and Loading 17.125.040 – Off Street Parking and Loading Calculations 17.125.050 – Community Core District Off Street Parking and Loading Calculations	Conformance
<i>Pursuant to Ketchum Municipal Code 17.125.020.A1, all new development must comply with the off street vehicle parking requirements.</i>	YES
<p><b>Permitted:</b>  <u>Required (KMC §17.125.040)</u>            Multi-Family Dwelling Units in CC Zone            Units 750 square feet or less: 0 parking spaces            Units 751 square feet to 2,000 square feet: 1 parking space            Units 2,001 square feet and above: 2 parking spaces</p> <p>Non-residential: 1 parking space per 1,000 gross square feet (refer to definition of gross floor area with additional exclusion of common and public areas)</p> <p><u>Exemptions in CC Zone</u></p> <ul style="list-style-type: none"> <li>• Community housing</li> <li>• The first 5,500 gross square feet of retail trade</li> </ul> <p><u>Project Parking Demand</u></p>	

*Multi-Family Dwelling Unit Parking Demand*

<b>Table 1: The Perry Building Multi-Family Residential Dwelling Units &amp; Parking</b>				
<b>Unit No.</b>	<b>Multi-Family Residential Unit Type</b>	<b>Floor Level</b>	<b>Floor Area (net livable square feet)</b>	<b>Required Parking (KMC §17.125.040)</b>
U104	Community Housing: One Bedroom	Ground Floor	573	Exempt
U107	Community Housing: One Bedroom	Ground Floor	575	Exempt
U103	Community Housing: One Bedroom	Ground Floor	572	Exempt
U105	Community Housing: One Bedroom	Ground Floor	572	Exempt
U102	Community Housing: One Bedroom	Ground Floor	575	Exempt
U106	Community Housing: One Bedroom	Ground Floor	836	Exempt
U109	Community Housing: One Bedroom	Ground Floor	910	Exempt
U101	Market-Rate: One Bedroom	Ground Floor	593	0
U108	Market-Rate: One Bedroom	Ground Floor	731	0
U110	Market-Rate: One Bedroom	Ground Floor	916	1
U111	Market-Rate: One Bedroom	Ground Floor	845	1
U201	Market-Rate: Three Bedroom	Second Floor	2,495	2
U202	Market-Rate: Three Bedroom	Second Floor	2,920	2
U203	Market-Rate: One Bedroom	Second Floor	1,423	1
U204	Market-Rate: One Bedroom	Second Floor	1,929	1
U205	Market-Rate: One Bedroom	Second Floor	1,325	1
U206	Market-Rate: One Bedroom	Second Floor	1,567	1
U207	Market-Rate: One Bedroom	Second Floor	2,020	2
U208	Market-Rate: Three Bedroom	Second Floor	2,892	2
U301	Market-Rate: Three Bedroom	Third Floor	3,096	2
U302	Market-Rate: Four Bedroom	Third Floor	3,541	2
U303	Market-Rate: Three Bedroom	Third Floor	2,880	2
U304	Market-Rate: Three Bedroom	Third Floor	2,854	2
<b>Total</b>	16 multi-family dwelling units		36,640 square feet	22

The seven community housing units are exempt from providing parking pursuant to KMC §17.125.040.C.1a. 22 parking spaces are required for the market-rate multi-family dwelling units.

*Commercial Parking Demand*

5,500 square feet of the retail space is exempt from providing parking pursuant to KMC §17.125.040.C.1c. One parking space is required for the remaining 429 square feet of retail.

*Project Total Parking Demand*

The project is required to provide 23 total parking space on site to satisfy the retail and multi-family residential parking demand pursuant KMC §17.125.040.B.

Proposed

As shown on page 26 of the project plans, 29 spaces are proposed to be provided on site within the parking garage accessed from the alley to satisfy the demand.

17.125.060 – Bicycle Parking	Conformance
<p><i>Ketchum Municipal Code §17.125.060.B: All uses, other than one family dwellings, are required to provide one bicycle rack, able to accommodate at least two bicycles, for every four parking spaces required by the proposed use.</i></p>	<p>YES</p>
<p><b>Finding:</b>  <u>Required:</u> One bicycle rack, able to accommodate at least two bicycles, shall be provided for every four parking spaces as required by the proposed use.</p> <p><u>Proposed:</u> The project is required to provide 6 bike racks. As shown on page 16 of the project plans, 6 bike racks are provided near the building entrances on the 4<sup>th</sup> Street terraces, along 1<sup>st</sup> Avenue, and within the covered courtyard.</p>	

17.127 – Signage	Conformance
<p><i>Master Signage Plan for New Construction</i></p>	<p>YES Condition #8</p>
<p><b>Finding:</b> The renderings indicate that projecting blade signs are proposed for the commercial units. Pages 30 and 31 specify the locations for the signs proposed building walls fronting 1<sup>st</sup> Avenue and 4<sup>th</sup> Street. The master signage plan on page 59 shows the types, locations, and materials for all proposed signs. Pursuant to condition #8, separate sign permits shall be required for all new signs prior to installation.</p>	

17.132 – Dark Skies	Conformance
<p><i>Compliance with Section 17.132 – Dark Skies.</i></p>	<p>YES Condition #3</p>
<p><b>Finding:</b> The project plans include two site photometric studies that show the illumination from all exterior lighting fixtures and the lighting within the covered courtyard. The proposed exterior lighting fixtures are pictured on pages 49 and 50 of the project plans and the manufacturer’s specification sheets are provided on pages 56 through 58. The proposed exterior lighting fixtures include recessed downlights and shielded wall sconces.</p> <p>The applicant has provided two site photometric studies on pages 53 and 54 of the project plans. The photometric study on page 53 measures the light levels at the ground plane. The photometric study on page 54 measures the light levels 60 inches above the ground plane. Pursuant to KMC §17.132.030.B1, “all lighting emitting from any zoning lot shall not cause the light level along any property line, as measured at a height of 60 inches above grade in a plane at any angle of inclination, to exceed the limitations listed in figure 1, ‘Light Trespass and Overlighting Matrix,’ of this subsection.” The light trespass and overlighting matrix does not provide maximum foot-candle limits for light trespass in the Community Core.</p>	

The light levels at the front and street side property lines along 1<sup>st</sup> Avenue and 4<sup>th</sup> Street are less than 0.5 footcandles. Staff believes this complies with the intent of the Dark Skies ordinance to minimize direct glare and excessive lighting and prevent light trespass. The recessed garage door lighting illuminates the parking garage entrance up to 2.3 footcandles at the alley property line. Pursuant to condition #3, the applicant shall revise the garage door lighting and submit an updated photometric study that shows zero footcandles at the rear property line for Planning staff to verify that the fixture does not shine light directly onto the public right-of-way or cause glare along the alley prior to issuance of building permit.

The lighting proposed within the interior courtyard includes LED marker lights to enhance wayfinding, recessed uplighting that illuminates the wood-slat partition walls, and soft glowing orbs in the zen garden. The proposed courtyard lighting does not comply with KMC §17.132.030.H1, which requires that, “all exterior lighting fixtures shall be full cutoff fixtures with the light source fully shielded.” The site photometric studies on pages 53 and 54 shows that no light is trespassing from the covered courtyard. While the proposed fixtures do not comply with KMC §17.132.030.H1, Staff believes the lighting complies with the intent of the Dark Skies ordinance as the lighting is contained within the enclosed courtyard and the photometric study shows that no light trespasses outside of the courtyard.



Attachment I  
Design Review  
Standards Evaluation



THE PERRY BUILDING  
DESIGN REVIEW STANDARDS ANALYSIS

17.96.060.A.1 - Streets	Conformance
<i>The applicant shall be responsible for all costs associated with providing a connection from an existing City street to their development.</i>	YES Condition #6
<p><b>Finding:</b> All improvements to the right-of-way are at the expense of the applicant.</p> <p>The project is located at the northwest corner of 4<sup>th</sup> Street and 1<sup>st</sup> Avenue. As shown on page 13 of the project plans, the alley is proposed to be graded and resurfaced with asphalt. No changes are proposed to the street design or travel-land widths along 4<sup>th</sup> Street or 1<sup>st</sup> Avenue.</p> <p>northeast corner of Main and 4th streets. As shown on Sheet C1.0, the applicant proposes to improve the asphalt roadway adjacent to the property along Main and 4<sup>th</sup> Street. The private residential garages area accessed from the alley. The applicant will improve the full width of the 20-foot-wide alleyway. The alley apron is proposed to be improved with heated pavers.</p> <p>Final civil drawings for all associated right-of-way and alley improvements shall be submitted with the building permit application to be verified, reviewed, and approved by the City Engineer and the Streets Department. Final review of all right-of-way improvements to the right-of-way will be completed prior to issuance of a building permit for the project pursuant to condition of approval #6..</p>	

17.96.060.A.2 - Streets	Conformance
<i>All street designs shall be approved by the City Engineer.</i>	YES Condition #6
<p><b>Finding:</b> No new streets or changes to the travel lanes or street designs are proposed with this project. Final civil drawings for all associated right-of-way improvements shall be submitted with the building permit application to be verified, reviewed, and approved by the City Engineer and Streets Department. Final review of all right-of-way improvements will be completed prior to issuance of a building permit for the project pursuant to condition of approval #6.</p>	

17.96.060.B.1 - Sidewalks	Conformance
<i>All projects under subsection 17.96.010.A of this chapter that qualify as a "substantial improvement" shall install sidewalks as required by the Public Works Department.</i>	YES
<p><b>Finding:</b> Ketchum Municipal Code 17.124.140 outlines the zone districts where sidewalks are required when substantial improvements are made, which include the CC, all tourist zone districts, and all light industrial districts. As the project is within the CC-2 zone district, sidewalks are required and included in the project plans. The applicant has proposed to install new heated, paver sidewalks along 1<sup>st</sup> Avenue and 4<sup>th</sup> Street.</p>	

17.96.060.B.2 - Sidewalks	Conformance
<p><i>Sidewalk width shall conform to the City's right-of-way standards, however the City Engineer may reduce or increase the sidewalk width and design standard requirements at their discretion.</i></p>	<p>YES Conditions #6 &amp; #7</p>
<p><b>Finding:</b> The project plans provided the details for the new sidewalks with the design review application, which were reviewed by the City Engineer. Preliminary review of the project plans indicates that all city right-of-way standards for width and construction are met. Final review of all right-of-way improvements will be completed prior to issuance of a building permit for the project per condition of approval #6.</p> <p>The applicant has proposed to install a new: (1) 8-foot wide, heated, paver sidewalks within the right-of-way along 1<sup>st</sup> Avenue and (2) 12-foot wide, heated, paver sidewalk along 4<sup>th</sup> Street. The applicant has also proposed to construct a new heated paver bulb-out at the street corner.</p> <p>The project requires a Right-of-Way Encroachment Permit for the snowmelt system that will be installed for the new sidewalks. The City Council has the authority to review and approval all permanent encroachments within the public right-of-way associated with a development project pursuant to Ketchum Municipal Code §17.96.030.C. Pursuant to condition #7, the applicant shall submit the ROW Encroachment Permit application for review and approval by the City Council prior to issuance of building permit.</p>	

17.96.060.B.3 - Sidewalks	Conformance
<p><i>Sidewalks may be waived if one of the following criteria is met:</i></p> <ul style="list-style-type: none"> <li><i>a) The project comprises an addition of less than 250 square feet of conditioned space.</i></li> <li><i>b) The City Engineer finds that sidewalks are not necessary because of existing geographic limitations, pedestrian traffic on the street does not warrant a sidewalk, or if a sidewalk would not be beneficial to the general welfare and safety of the public.</i></li> </ul>	<p>N/A</p>
<p><b>Finding:</b> Sidewalks are required for the project. The applicant has not requested, nor has the City Engineer granted, a waiver to the sidewalk requirement for the project.</p>	

17.96.060.B.4 - Sidewalks	Conformance
<p><i>The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.</i></p>	<p>YES</p>
<p><b>Finding:</b> The proposed sidewalk improvements are equal to the length of the property's street frontages along 1<sup>st</sup> Avenue and 4<sup>th</sup> street.</p>	

17.96.060.B.5 – Sidewalks	Conformance
<i>New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.</i>	YES
<b>Finding:</b> The new heated, paver sidewalks will connect to the existing concrete sidewalks along 1 <sup>st</sup> Avenue and 4 <sup>th</sup> Street. The proposed sidewalks connect to heated pathways on the project site providing safe pedestrian access to and around the building.	

17.96.060.B.6 - Sidewalks	Conformance
<i>The City may approve and accept voluntary cash contributions in lieu of the above described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 110 percent of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in lieu contribution shall be paid before the City issues a certificate of occupancy.</i>	N/A
<b>Finding:</b> The applicant has not requested relief from the requirement to construct sidewalks nor has the City granted any such request.	

17.96.060.C.1 - Drainage	Conformance
<i>All stormwater shall be retained on site.</i>	YES Condition #6
<p><b>Finding:</b> The drainage improvements are shown on page 13 of the project plans. The drainage system is comprised of catch basins, drywells, and storm drain pipes.</p> <p>All storm water shall be retained on site, including water from roof drains. All roof drain locations must be shown on the project plans submitted with the building permit application for final review and approval by the City Engineer</p> <p>Pursuant to condition #6, the applicant shall submit final civil drawings for all drainage improvements with the building permit application to be verified, reviewed, and approved by the City Engineer and Streets Department. The final project plans submitted with the building permit application must specify the location of all roof drains.</p>	

17.96.060.C.2 - Drainage	Conformance
<i>Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.</i>	YES Condition #6

**Finding:** See above analysis for Ketchum Municipal Code §17.96.060.C1. All drainage improvements are required to be constructed City standards. As shown on page 13 of the project plans, all stormwater is retained on-site. The project proposes to construct drainage improvements along the length of the subject property, including curb and gutter, along 1<sup>st</sup> Avenue, 4<sup>th</sup> Street, and the alley. Pursuant to condition #6, the applicant shall submit final civil drawings for all drainage improvements with the building permit application to be verified, reviewed, and approved by the City Engineer and Streets Department.

17.96.060.C.3 - Drainage	Conformance
<i>The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.</i>	YES Condition #6
<p><b>Finding:</b> The City Engineer will determine if the drainage improvements are sufficient after reviewing the final civil drawings submitted with the building permit application. The City Engineer may require additional drainage improvements if necessary. Pursuant to condition #6, the applicant shall submit final civil drawings for all drainage improvements with the building permit application to be verified, reviewed, and approved by the City Engineer and Streets Department.</p>	

17.96.060.C.4 - Drainage	Conformance
<i>Drainage facilities shall be constructed per City standards.</i>	YES Condition #6
<p><b>Finding:</b> Based on review of the project plans by the City Engineer during department review, all drainage facilities meet city standards. Final design of drainage facilities will be reviewed and approved by the City Engineer prior to issuance of a building permit per condition #6.</p>	

17.96.060.D.1 - Utilities	Conformance
<i>All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.</i>	YES
<p><b>Finding:</b> All project costs associated with the development, including the installation of utilities, are the responsibility of the applicant. The applicant has not made requests for funding to the city for utility improvements. No funds have been provided by the city for the project.</p>	

17.96.060.D.2 - Utilities	Conformance
<p><i>Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.</i></p>	<p>YES Conditions #4, #5, &amp; #6</p>
<p><b>Finding:</b> The grading, drainage, and utility plan on page 13 indicates that a new transformer will be installed within the building at the northwest corner of the property by the alley. The rear elevation on page 33 of the project plans shows that the new transformer will be sited within the building and fully screened from public view. An existing power box that serves adjacent buildings encroaches within the alley right-of-way and is proposed to be relocated. The applicant has provided recent email communications from Idaho Power stating that the existing power box may be relocated on the subject property in the vicinity of the new transformer.</p> <p>New gas meters are proposed to be installed on the rear building wall along the alley as shown on page 13 of the project plans. The applicant has provided email communication from Intermountain Gas that the proposed location of the gas meters on the rear wall of the building along the alley meets their standards. The gas meters and the required screening are not shown on the rear elevation on page 33.</p> <p>Pursuant to KMC §17.96.070.C2, “Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design.” Staff recommends the following conditions to (1) ensure that the electric and gas utilities are fully screened from public view and (2) confirm that the proposed siting and screening of these utilities complies with Idaho Power and Intermountain Gas requirements:</p> <p>Pursuant to condition #4, the applicant shall submit written confirmation that Idaho Power has reviewed and approved the proposed siting and screening of: (1) the new transformer that will be installed to serve the project and (2) the existing power box that will be removed from the alley and relocated onto the subject property prior to issuance of building permit.</p> <p>Pursuant to condition #5, the project plans submitted with the building permit application shall specify the screening proposed for the gas meters for Planning staff to verify compliance with KMC §17.96.070.C2. The applicant shall submit written confirmation that Intermountain Gas Company has reviewed and approved the proposed siting and screening of the new gas meters prior to issuance of building permit.</p> <p>Pursuant to condition #6, the applicant shall submit final civil drawings for all drainage improvements with the building permit application to be verified, reviewed, and approved by the City Engineer, Streets Department, and Utilities Department.</p>	

17.96.060.D.3 - Utilities	Conformance
<i>When extension of utilities is necessary all developers will be required to pay for and install two-inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with City of Ketchum standards and at the discretion of the City Engineer.</i>	N/A
<b>Finding:</b> The location of the subject property is already served by fiber optic cable and therefore no conduit is required in this location.	

17.96.060.E.1 – Compatibility of Design	Conformance
<i>The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.</i>	YES
<p><b>Finding:</b></p> <p>The exterior materials have been called out on the colored renderings on pages 30 through 33 of the project plans and include black metal panels, stained wood, glass, and board-formed concrete.</p> <p>The renderings indicate that projecting blade signs are proposed for the commercial units. Pages 30 and 31 specify the locations for the signs proposed building walls fronting 1<sup>st</sup> Avenue and 4<sup>th</sup> Street. The master signage plan on page 59 shows the types, locations, and materials for all proposed signs. Pursuant to condition #8, separate sign permits shall be required for all new signs prior to installation. Projecting blade signs for the retail tenants extend down from the wood beams framing the commercial units and are oriented perpendicular to pedestrian traffic to increase visibility. These design treatments highlight the retail unit at the building corner and animate the design of the ground level to create a more engaging, visually interesting, and vibrant pedestrian experience.</p> <p>Recent redevelopment projects have enhanced vibrancy in this area of downtown. The Sun Valley &amp; First Condominiums located at 311 N 1st Avenue includes Maude’s retail store and coffee shop with outdoor seating areas at the street-corner bulb-out. The office building currently under construction at the northeast corner of 1<sup>st</sup> Avenue and Sun Valley Road incorporates elements of traditional storefronts, including human-scaled glazing, transom windows, and recessed entrances, to create a welcoming and inviting pedestrian environment. The 380 N 1st Avenue mixed-use building, which has received design review approval and will be under construction this spring, is the first addition project approved under the city’s new historic preservation standards. The project will restore the existing log cabin relocating the structure closer towards the street corner to highlight its historical significance while maintaining generous setbacks from 1<sup>st</sup> Avenue and 4<sup>th</sup> Street that echo traditional single-family yard areas to create a feeling of openness.</p>	

17.96.060.E.2 – Compatibility of Design	Conformance
<i>Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.</i>	N/A
<b>Finding:</b> The subject property is not listed as a historical or cultural landmark on the city of Ketchum’s Historical Building/Site List, therefore this standard does not apply.	

17.96.060.E.3 – Compatibility of Design	Conformance
<i>Additions to existing buildings, built prior to 1940, shall be complementary in design and use similar material and finishes of the building being added to.</i>	N/A
<b>Finding:</b> The corner lot is developed with an existing building that was originally constructed as a racquetball court in 1975 and was the home of Perry’s Restaurant for 37 years and is proposed to be demolished. The two interior lots are vacant.	

17.96.060.F.1 – Architectural	Conformance
<i>Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.</i>	YES
<b>Finding:</b> The primary building entrances are well defined and provide unobstructed access to the sidewalk.	

17.96.060.F.2 – Architectural	Conformance
<i>The building character shall be clearly defined by use of architectural features.</i>	YES
<b>Finding:</b> This infill and redevelopment project provides four ground-level retail units along 4 <sup>th</sup> Street and 1 <sup>st</sup> Avenue with large storefront windows that maximize pedestrian interaction with the building. Multiple outdoor public gathering spaces are incorporated along the street frontages, including three terraces along 4 <sup>th</sup> Street and an interior courtyard along 1 <sup>st</sup> Avenue. The terraces along 4 <sup>th</sup> Street provide areas for outdoor seating with benches and site furniture. The interior courtyard includes a zen garden and sculpture to further animate the public gathering space. In addition to providing relief to building bulk and mass, these outdoor public gathering spaces will create an activated, pedestrian-friendly streetscape that will enliven this area of downtown by facilitating the social connections that build community. The applicant has addressed the design of the building corner on pages 73 and 74 of the project plans. The applicant’s summary of the proposed design changes states: <i>We agree that activation of the intersection at 1<sup>st</sup> and 4<sup>th</sup> is a priority. The design includes large expanses of glazing on both frontages, providing openness and views of active commercial spaces from the street, while also providing ample daylighting and views from the interior. In order to provide accessible entrances to both retail and residential spaces in the building, it is necessary that the floor level at the building corner is slightly lower than the sidewalk grade. This difference flattens out as you move along the sidewalk, and is significantly less than the existing condition</i>	



*which provided a highly vibrant and active former use. Tall ceilings and tall operable glazed walls further enhance the connection between the interior and exterior, visually and spatially blending the activities. Additionally, the balcony railing above the corner retail space has been re-proportioned giving additional clearance height to the retail below. The façade language on 1<sup>st</sup> Avenue has been revised to carry the warm, human-scaled wood beam expression consistently across retail storefronts, framing the large windows. Retail signage has been added at these been locations to further elevate the prominence of the retail at the corner. Note: Roof overhangs at this corner have also been adjusted in response to this recommendation. They have been adjusted to reduce the present of the residential levels above.* the applicant's design modifications to the building corner as shown in Figure 3 provide a human-scale, distinguish the ground-floor retail unit, and create a more pedestrian-friendly environment. Pursuant to KMC §17.96.070, "For nonresidential portions of buildings, front facades and facades fronting a pedestrian walkway shall be designed with ground floor storefront windows and doors with clear transparent glass." The ground-level design includes large storefront windows that provide views into the retail spaces from the sidewalk to create an engaging pedestrian environment. Warm wood beams frame the storefront windows along the street frontages. Projecting blade signs for the retail tenants extend down from these wood beams and are oriented perpendicular to pedestrian traffic to increase visibility. These design treatments highlight the retail unit at the building corner and animate the design of the ground level to create a more engaging, visually interesting, and vibrant pedestrian experience.

The mixed-use building's interior stairwell at the east elevation is setback 10 feet from the 4<sup>th</sup> Street façade and is distinguished with large rectangular windows and board-formed concrete walls. This design accentuates the stairwell as a unique architectural feature that contributes to the visual character of the mixed-use building. The interior stairwell connecting the 3 above-grade floor levels successfully breaks up the mass of the building along 4<sup>th</sup> Street.

17.96.060.F.3 – Architectural	Conformance
<i>There shall be continuity of materials, colors and signing within the project.</i>	YES
<b>Finding:</b> The project consistently uses black metal panel, stained wood siding, glazing, and board-formed concrete across all facades.	

17.96.060.F.4 – Architectural	Conformance
<i>Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.</i>	YES
<b>Finding:</b> No accessory structures are proposed; however, the project contains landscape planters along 1 <sup>st</sup> Avenue and 4 <sup>th</sup> Street. While buildings may have an average 5-foot setback from front and street-side property lines in the CC-2 Zone, the footprint of the mixed-use	

building is setback 4 feet from the front property line along 1<sup>st</sup> Avenue and 5 feet from the street-side property line along 4<sup>th</sup> Street. The zoning diagrams on page 20 provide the calculations for average setbacks based on the length of the facades at each floor level.

*Proposed Setbacks for Mixed-Use Building*

Front (1<sup>st</sup> Avenue/east)

First Floor: 5.4'

Second Floor: 5.9'

Third Floor: 5.83'

Side (4<sup>th</sup> Street/south)

First Floor: 5.5'

Second Floor: 5.5'

Third Floor: 5.5'

Board-formed concrete landscape planters have been provided within the setback area creating a buffer from the building and the sidewalk. The integration of landscape planters enhance the quality of the pedestrian experience along 1<sup>st</sup> Avenue and 4<sup>th</sup> Street

The renderings indicate that projecting blade signs are proposed for the commercial units. Pages 30 and 31 specify the locations for the signs proposed building walls fronting 1<sup>st</sup> Avenue and 4<sup>th</sup> Street. The master signage plan on page 59 shows the types, locations, and materials for all proposed signs. Pursuant to condition #8, separate sign permits shall be required for all new signs prior to installation. Projecting blade signs for the retail tenants extend down from the wood beams framing the commercial units and are oriented perpendicular to pedestrian traffic to increase visibility. These design treatments highlight the retail unit at the building corner and animate the design of the ground level to create a more engaging, visually interesting, and vibrant pedestrian experience.

17.96.060.F.5 – Architectural	Conformance
<i>Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.</i>	YES
<p><b>Finding:</b> The consolidated lot will have a total area of 24,723 square feet with 165 feet of frontage along 1<sup>st</sup> Avenue and 150 feet of frontage along 4<sup>th</sup> Street. The project employs a variety of design treatments to make the building more contextually compatible with the scale of the surrounding built environment and the traditional pattern of downtown development. On page 68 of the project plans, the applicant summarizes the modulation of building mass along 1<sup>st</sup> Avenue, stating: <i>Additional adjustments have been made to reduce overhangs and the overall scale of building massing along the façade. The revised prominent setback of the third floor at the building corners produces a variety in heights of the massing, and more prominent offsets of rooflines. This increases the variety of modulation and produces even smaller visual masses than the typical 55-foot lot, for a more dynamic frontage pattern along the street in keeping with the historic patterns of</i></p>	

*development.* The carves in building mass and varying roof-plane heights along 1<sup>st</sup> Avenue minimize the perceived size of the development.

During their review of the Pre-Application, the Commission commented that the roof overhangs along 1<sup>st</sup> Avenue appeared disproportionately heavy exacerbating the visual appearance of building bulk along 1<sup>st</sup> Avenue. The dominant roof overhangs diminished the effectiveness of the recessions in mass created by the upper-level balconies at the building corners. The applicant has provided a response to the Commission’s comments about the roof overhangs on pages 62 through 64. The applicant has removed the roof overhangs at the building corners along 1<sup>st</sup> Avenue. The removal of the roof overhangs enhances the effectiveness of the building-mass recessions at the third-level balconies and minimizes the perceived mass of the building. This change adds a human scale to the building corners and creates a more pedestrian-friendly streetscape.

During their review of the Pre-Application, the Commission commented that the uniform roof plane along 1<sup>st</sup> Avenue diminished the effectiveness of the carve in building mass created by the courtyard. The Commission recommended that the applicant vary the design and height of the roof plane along 1<sup>st</sup> Avenue. The applicant’s response to this comment is provided on pages 65 and 68 of the project plans. The applicant states:

*The setback of the floor and roof above the courtyard effectively provides relief to the overall massing of the building. The roof overhangs have been reduced significantly at both corners of the building, providing a more prominent pattern of offsets to the roofline. Viewed from various perspectives at street level a varied roofline is created reflective of the building’s massing setbacks.*

The removal of the projecting overhangs along 1<sup>st</sup> Avenue adds variety to roof-plane heights and emphasizes the recessions in building mass at the upper-level balconies. Aligning the roof form with these recessions reduces the perceived height and mass of the building.

17.96.060.F.6 – Architectural	Conformance
<i>Building(s) shall orient toward their primary street frontage.</i>	YES
<p><b>Finding:</b> The project proposes to consolidate 3 lots that were created by Ketchum’s original townsite plat map in 1948. Blocks within the original townsite were historically platted into 55-foot-wide lots oriented towards the avenue rights-of-way that run north to south. The configuration of these townsite lots enriches Ketchum’s urban fabric by providing opportunities to diversify the buildings along a block. This variety in building type, age, design and size contribute to Ketchum’s authenticity. The comprehensive plan states, “New development in the downtown will continue the traditional lot and block pattern, oriented around sidewalks and pedestrian-friendly places” (page 64). The urban pattern created by the original townsite plat map is changing as Ketchum continues to grow with new infill and redevelopment projects. The consolidated lot will have a total area of 24,723 square feet with 165 feet of frontage along 1<sup>st</sup> Avenue and 150 feet of frontage along 4<sup>th</sup> Street. The project</p>	

continues the traditional lot and block pattern of downtown development. 1<sup>st</sup> Avenue is considered the front property line and the alley is considered the rear property line for the development parcel. The project orients toward the primary street frontage along 1<sup>st</sup> Avenue.

17.96.060.F.7 – Architectural	Conformance
<i>Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.</i>	YES
<p><b>Finding:</b> The basement floor plan on page 18 of the project plans shows the trash room will be located within the parking garage accessed from the alleyway and fully screened from public view. Clear Creek Disposal has provided a letter dated October 27, 2022 stating that they can adequately serve the development.</p> <p>No satellite receivers are proposed to be installed for the project.</p>	

17.96.060.F.8 – Architectural	Conformance
<i>Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.</i>	YES
<p><b>Finding:</b> The site plan on page 19 shows that the terraces along 4<sup>th</sup> Street are covered by the second floor above. The portions of the terrace that are uncovered, including the concrete stairs, will include be heated. Snowmelt will reduce icy conditions on the terrace stairs and enhance safety for pedestrians accessing the commercial unit.</p> <p>During their review of the Pre-Application, the Commission expressed concerns with the proposed roof overhangs extending over the sidewalk along 1<sup>st</sup> Avenue and commented that roof overhangs can create snow cornices during winter that create safety hazards for pedestrians on the sidewalks below.</p> <p>All roof drainage must be retained on site. The grading, drainage, and utility plan on page 13 shows drywells that connect to the roof drain system will be installed in the parking garage.</p>	

17.96.060.G.1 – Circulation Design	Conformance
<i>Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.</i>	YES

**Finding:** As indicated on page 13 of the project plans, the new heated, paver sidewalks will connect to the existing concrete sidewalks along 1<sup>st</sup> Avenue and 4<sup>th</sup> Street. The proposed sidewalks connect to heated pathways on the project site providing safe pedestrian access to and around the building.

17.96.060.G.2 – Circulation Design	Conformance
<i>Awnings extending over public sidewalks shall extend five feet or more across the public sidewalk but shall not extend within two feet of parking or travel lanes within the right-of-way.</i>	YES Condition #7

**Finding:** Pages 28 and 29 of the project plans specify that the roof overhangs extend 3 inches and 1’-1” over the sidewalk into the 1<sup>st</sup> Avenue public right-of-way. Pursuant to condition #7, a Right-of-Way Encroachment Agreement must be review and approved by the City Council prior to issuance of a building permit for the project.

During their review of the Pre-Application, the Commission commented that the roof overhangs along 1<sup>st</sup> Avenue appeared disproportionally heavy exacerbating the visual appearance of building bulk along 1<sup>st</sup> Avenue. The dominant roof overhangs diminished the effectiveness of the recessions in mass created by the upper-level balconies at the building corners. The applicant has provided a response to the Commission’s comments about the roof overhangs on pages 62 through 64. The applicant has removed the roof overhangs at the building corners along 1<sup>st</sup> Avenue. The removal of the roof overhangs enhances the effectiveness of the building-mass recessions at the third-level balconies and minimizes the perceived mass of the building. This change adds a human scale to the building corners and creates a more pedestrian-friendly streetscape.

17.96.060.G.3 – Circulation Design	Conformance
<i>Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian and equestrian use. Consideration shall be given to adequate sight distances and proper signage.</i>	YES Condition #5

**Finding:** Vehicle access to the project is provided along 1<sup>st</sup> Avenue, 4<sup>th</sup> Street, and the alley. The parking garage is accessed from the alley. The proposed alley access will allow traffic to flow safely within the project and onto 4<sup>th</sup> Street. The new sidewalks will connect to walkways on the subject property providing safe pedestrian access to and around the building. As shown on page 16 of the project plans, 6 bike racks are provided near the building entrances on the 4<sup>th</sup> Street terraces, along 1<sup>st</sup> Avenue, and within the covered courtyard.

17.96.060.G.4 – Circulation Design	Conformance
<i>Curb cuts and driveway entrances shall be no closer than 20 feet to the nearest intersection of two or more streets, as measured along the property</i>	N/A

<i>line adjacent to the right-of-way. Due to site conditions or current/projected traffic levels or speed, the City Engineer may increase the minimum distance requirements.</i>	
<b>Finding:</b> The subject property is a corner lot with street frontage along 1 <sup>st</sup> Avenue and 4 <sup>th</sup> Street. No curb cuts or driveway entrances are proposed along 1 <sup>st</sup> Avenue or 4 <sup>th</sup> Street. The parking garage is accessed from the alley.	

<b>17.96.060.G.5 – Circulation Design</b>	<b>Conformance</b>
<i>Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.</i>	YES
<b>Finding:</b> Unobstructed access for emergency vehicles, snowplows, garbage trucks, and similar service vehicles is provided to the project from 1 <sup>st</sup> Avenue, 4 <sup>th</sup> Street, and the alley.	

<b>17.96.060.H.1 – Snow Storage</b>	<b>Conformance</b>
<i>Snow storage areas shall not be less than 30 percent of the improved parking and pedestrian circulation areas.</i>	N/A
<b>Finding:</b> Page 12 of the project plans indicates that the new sidewalks, curb, and gutter along 1 <sup>st</sup> Avenue and 4 <sup>th</sup> Street and all on-site pedestrian and vehicular circulation areas will include a snowmelt system. All improved parking and pedestrian circulation areas are heated, which is permitted as an alternative to providing on-site snow storage areas by Ketchum Municipal Code §17.96.060.H4.	

<b>17.96.060.H.2 – Snow Storage</b>	<b>Conformance</b>
<i>Snow storage areas shall be provided on site.</i>	N/A
<b>Finding:</b> The applicant has proposed to snowmelt all parking and pedestrian circulation areas, which is permitted as an alternative to providing on-site snow storage area by Ketchum Municipal Code §17.96.060.H4.	

<b>17.96.060.H.3 – Snow Storage</b>	<b>Conformance</b>
<i>A designated snow storage area shall not have any dimension less than five feet and shall be a minimum of 25 square feet.</i>	N/A
<b>Finding:</b> N/A as no snow storage areas have been provided on-site. The applicant has proposed snowmelt in lieu of providing any snow storage areas on site.	

<b>17.96.060.H.4 – Snow Storage</b>	<b>Conformance</b>
<i>In lieu of providing snow storage areas, snowmelt and hauling of snow may be allowed.</i>	YES Condition #7

**Finding:** Page 12 of the project plans indicates that the new sidewalks, curb, and gutter along 1<sup>st</sup> Avenue and 4<sup>th</sup> Street and all on-site pedestrian and vehicular circulation areas will include a snowmelt system. All improved parking and pedestrian circulation areas are heated

The project requires a Right-of-Way Encroachment Permit for the snowmelt system proposed to be installed for the new sidewalks along 1<sup>st</sup> Avenue and 4<sup>th</sup> Street. Pursuant to condition #7, the applicant shall submit the ROW Encroachment Application for review and approval by the City Council prior to issuance of building permit.

17.96.060.I.1 – Landscaping	Conformance
<i>Landscaping is required for all projects.</i>	YES
<b>Finding:</b> The vegetation species, types, and sizes for the landscaping proposed within the concrete planters along 1st Avenue and 4th Street has been specified on page 18.	

17.96.060.I.2 – Landscaping	Conformance
<i>Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation and aspect, and shall serve to enhance and complement the neighborhood and townscape.</i>	YES
<b>Finding:</b> The landscaping will complement the surrounding neighborhood and beautify the streetscape. Concrete landscape planters have been provided within the setback areas at the ground level creating a buffer from the building and the sidewalk. The integration of landscape planters enhance the quality of the pedestrian experience along 4 <sup>th</sup> Street. The landscape planters frame the building entrances. The landscape plan shall be readily adaptable to the site's microclimate, soil conditions, orientation, and aspect.	

17.96.060.I.3 – Landscaping	Conformance
<i>All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.</i>	YES
<b>Finding:</b> The autumn blaze maple tree is often used as a street tree as it provides visual interest in the fall. Although not native to the region, the maple tree and tall grasses proposed are considered to have a high drought tolerance. All trees, shrubs, grasses, and perennials shall be drought tolerant. Native species are recommended.	

17.96.060.I.4 – Landscaping	Conformance
<i>Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate, shall be encouraged.</i>	YES

**Finding:** The subject property is surrounded by compatible uses within the Community Core Zone. The vegetation will enhance the pedestrian-friendly streetscape.

17.96.060.J.1 – Public Amenities	Conformance
<p><i>Where sidewalks are required, pedestrian amenities shall be installed. Amenities may include, but are not limited to, benches and other seating, kiosks, bus shelters, trash receptacles, restrooms, fountains, art, etc. All public amenities shall receive approval from the Public Works Department prior to design review approval from the Commission.</i></p>	<p>YES Condition #6</p>

**Finding:** Multiple outdoor public gathering spaces are incorporated along the street frontages, including three terraces along 4<sup>th</sup> Street and an interior courtyard along 1<sup>st</sup> Avenue. The terraces along 4<sup>th</sup> Street provide areas for outdoor seating with benches and site furniture. The interior courtyard includes a zen garden and sculpture to further animate the public gathering space. In addition to providing relief to building bulk and mass, these outdoor public gathering spaces will create an activated, pedestrian-friendly streetscape that will enliven this area of downtown by facilitating the social connections that build community.

The placement of all street trees and streetlights require final review and approval by the City Engineer, the Streets Department, and the City arborist. Adequate clearance must be provided around all obstacles within the right-of-way, including street trees and streetlights. Final drawings prepared by an Idaho-licensed engineer for all associated right-of-way improvements shall be submitted with the building permit application to be verified, reviewed, and approved by the City Engineer, City Arborist, and Streets Department pursuant to condition #6. Final review of all improvements to the right-of-way will be completed prior to issuance of a building permit for the project.

17.96.060.K.1 – Underground Encroachments	Conformance
<p><i>Encroachments of below grade structures into required setbacks are subject to subsection 17.128.020.K of this title and shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare.</i></p>	<p>N/A</p>
<p><b>Finding:</b> N/A</p>	

17.96.060.K.2 – Underground Encroachments	Conformance
<p><i>No below grade structure shall be permitted to encroach into the riparian setback.</i></p>	<p>N/A</p>
<p><b>Finding:</b> N/A</p>	



**FINDINGS REGARDING DESIGN REVIEW STANDARDS – COMMUNITY CORE**

17.96.070.A.1 – Streets	Conformance
<i>Street trees, streetlights, street furnishings, and all other street improvements shall be installed or constructed as determined by the Public Works Department.</i>	YES Conditions #6 & #7
<p><b>Finding:</b> The placement of all street trees and streetlights require final review and approval by the City Engineer, the Streets Department, and the City arborist. Adequate clearance must be provided around all obstacles within the right-of-way, including street trees and streetlights. Final drawings prepared by an Idaho-licensed engineer for all associated right-of-way improvements shall be submitted with the building permit application to be verified, reviewed, and approved by the City Engineer, City Arborist, and Streets Department pursuant to condition #6. Final review of all improvements to the right-of-way will be completed prior to issuance of a building permit for the project.</p> <p>The project requires a Right-of-Way Encroachment Permit for the snowmelt system proposed to be installed for the new sidewalks along 1<sup>st</sup> Avenue and 4<sup>th</sup> Street. Pursuant to condition #7, the applicant shall submit the ROW Encroachment Application for review and approval by the City Council prior to issuance of building permit.</p>	

17.96.070.A.2 – Streets	Conformance
<i>Street trees with a minimum caliper size of three inches, shall be placed in tree grates.</i>	YES
<p><b>Finding:</b> City Departments have internally reviewed the right-of-way standard requiring tree grates for all street trees. The City Arborist prefers that street trees on sloped sidewalks be installed in raised planters to support healthy vegetation. Pursuant to KMC §17.96.070.A.3, due to site constraints, the requirements of subsection A may be modified by the Public Works Department. The City Arborist recommends that the 3 new street trees proposed along the 4<sup>th</sup> Street sidewalk be installed within planters. The planters shall not exceed 6" in height at the upslope side. The width and length of the planters should not exceed 4 feet. The first 6-feet of the sidewalk adjacent to the property line must remain free of obstructions to provide a clear path for pedestrians. Six feet of clearance is required around all planters. Planning staff and the City Arborist recommend that the street trees installed within the planters along 4<sup>th</sup> Street be larger in size (caliper size of approximately 6 inches). Larger street trees will help soften the building wall along 4<sup>th</sup> Street. The City Arborist will review the final specifications for the street trees prior to issuance of building permit.</p>	

17.96.070.A.3 – Streets	Conformance
<i>Due to site constraints, the requirements of this subsection A may be modified by the Public Works Department.</i>	YES
<p><b>Finding:</b> City Departments have internally reviewed the right-of-way standard requiring tree grates for all street trees. The City Arborist prefers that street trees on sloped sidewalks be</p>	

installed in raised planters to support healthy vegetation. Pursuant to KMC §17.96.070.A.3, due to site constraints, the requirements of subsection A may be modified by the Public Works Department. The City Arborist recommends that the 3 new street trees proposed along the 4<sup>th</sup> Street sidewalk be installed within planters. The planters shall not exceed 6" in height at the upslope side. The width and length of the planters should not exceed 4 feet. The first 6-feet of the sidewalk adjacent to the property line must remain free of obstructions to provide a clear path for pedestrians. Six feet of clearance is required around all planters.

17.96.070.B.1 - Architectural	Conformance
<i>Facades facing a street or alley or located more than five feet from an interior side property line shall be designed with both solid surfaces and window openings to avoid the creation of blank walls and employ similar architectural elements, materials, and colors as the front facade.</i>	YES
<p><b>Finding:</b> All four facades facing 1<sup>st</sup> Avenue, 4<sup>th</sup> Street, the alley, and interior side are designed with both solid surfaces and window openings to avoid the creation of blank walls. The project design incorporates black metal panels, wood siding, concrete, and glazing on all facades of the building.</p>	

17.96.070.B.2 - Architectural	Conformance
<i>For nonresidential portions of buildings, front building facades and facades fronting a pedestrian walkway shall be designed with ground floor storefront windows and doors with clear transparent glass. Landscaping planters shall be incorporated into facades fronting pedestrian walkways.</i>	N/A
<p><b>Finding:</b> The ground-level design includes large storefront windows that provide views into the retail spaces from the sidewalk to create an engaging pedestrian environment. Warm wood beams frame the storefront windows along the street frontages. Projecting blade signs for the retail tenants extend down from these wood beams and are oriented perpendicular to pedestrian traffic to increase visibility. These design treatments highlight the retail unit at the building corner and animate the design of the ground level to create a more engaging, visually interesting, and vibrant pedestrian experience.</p> <p>While buildings may have an average 5-foot setback from front and street-side property lines in the CC-2 Zone, the footprint of the mixed-use building is setback 4 feet from the front property line along 1<sup>st</sup> Avenue and 5 feet from the street-side property line along 4<sup>th</sup> Street. The zoning diagrams on page 20 provide the calculations for average setbacks based on the length of the facades at each floor level.</p> <p style="text-align: center;"><i>Proposed Setbacks for Mixed-Use Building</i></p> <p style="text-align: center;">Front (1<sup>st</sup> Avenue/east)</p> <p style="text-align: center;">First Floor: 5.4'</p> <p style="text-align: center;">Second Floor: 5.9'</p> <p style="text-align: center;">Third Floor: 5.83'</p>	

Side (4th Street/south)  
 First Floor: 5.5'  
 Second Floor: 5.5'  
 Third Floor: 5.5'

Board-formed concrete landscape planters have been provided within the setback area creating a buffer from the building and the sidewalk. The integration of landscape planters enhance the quality of the pedestrian experience along 1<sup>st</sup> Avenue and 4<sup>th</sup> Street.

17.96.070.B.3 - Architectural	Conformance
<i>For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows.</i>	N/A
<p><b>Finding:</b> See above analysis for Ketchum Municipal Code §17.96.070.B2. The project provides four ground-level retail units along 4<sup>th</sup> Street and 1<sup>st</sup> Avenue with large storefront windows that maximize pedestrian interaction with the building.</p>	

17.96.070.B.4 - Architectural	Conformance
<i>Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited.</i>	YES
<p><b>Finding:</b> The roof form and material is compatible with the overall style of the building. During their review of the Pre-Application, the Commission commented that the uniform roof plane along 1<sup>st</sup> Avenue diminished the effectiveness of the carve in building mass created by the courtyard. The Commission recommended that the applicant vary the design and height of the roof plane along 1<sup>st</sup> Avenue. The applicant’s response to this comment is provided on pages 65 and 68 of the project plans. The applicant states:</p> <p style="padding-left: 40px;"><i>The setback of the floor and roof above the courtyard effectively provides relief to the overall massing of the building. The roof overhangs have been reduced significantly at both corners of the building, providing a more prominent pattern of offsets to the roofline. Viewed from various perspectives at street level a varied roofline is created reflective of the building’s massing setbacks.</i></p> <p>The removal of the projecting overhangs along 1<sup>st</sup> Avenue adds variety to roof-plane heights and emphasizes the recessions in building mass at the upper-level balconies. Aligning the roof form with these recessions reduces the perceived height and mass of the building.</p> <p>No reflective materials are proposed.</p>	

17.96.070.B.5 - Architectural	Conformance
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<i>All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters, and downspouts.</i>	N/A
<b>Finding:</b> The project does not include pitched roofs.	

<b>17.96.070.B.6 - Architectural</b>	<b>Conformance</b>
<i>Roof overhangs shall not extend more than three feet over a public sidewalk. Roof overhangs that extend over the public sidewalk shall be approved by the Public Works Department.</i>	YES Condition #7

**Finding:** Pages 28 and 29 of the project plans specify that the roof overhangs extend 3 inches and 1'-1" over the sidewalk into the 1<sup>st</sup> Avenue public right-of-way. Pursuant to condition #7, a Right-of-Way Encroachment Agreement must be review and approved by the City Council prior to issuance of a building permit for the project.

During their review of the Pre-Application, the Commission commented that the roof overhangs along 1<sup>st</sup> Avenue appeared disproportionately heavy exacerbating the visual appearance of building bulk along 1<sup>st</sup> Avenue. The dominant roof overhangs diminished the effectiveness of the recessions in mass created by the upper-level balconies at the building corners. The applicant has provided a response to the Commission’s comments about the roof overhangs on pages 62 through 64. The applicant has removed the roof overhangs at the building corners along 1<sup>st</sup> Avenue. The removal of the roof overhangs enhances the effectiveness of the building-mass recessions at the third-level balconies and minimizes the perceived mass of the building. This change adds a human scale to the building corners and creates a more pedestrian-friendly streetscape.

<b>17.96.070.B.7 - Architectural</b>	<b>Conformance</b>
<i>Front porches and stoops shall not be enclosed on the ground floor by permanent or temporary walls, windows, window screens, or plastic or fabric materials.</i>	N/A
<b>Finding:</b> The project does not include front porches or stoops on the front façade of the building.	

17.96.070.C.1 – Service Areas and Mechanical/Electrical Equipment	Conformance
<i>Trash disposal areas and shipping and receiving areas shall be located within parking garages or to the rear of buildings. Trash disposal areas shall not be located within the public right-of-way and shall be screened from public views.</i>	YES
<p><b>Finding:</b> The basement floor plan on page 18 of the project plans shows the trash room will be located within the parking garage accessed from the alleyway and fully screened from public view. Clear Creek Disposal has provided a letter dated October 27, 2022 stating that they can adequately serve the development.</p>	

17.96.070.C.2 – Service Areas and Mechanical/Electrical Equipment	Conformance
<i>Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design.</i>	YES Conditions #4, #5, & #6
<p><b>Finding:</b> The roof plan on page 29 includes a note that states the rooftop mechanical equipment area will be screened with perforated metal panels. The location and height of the mechanical screening is shown on the front and rear elevations on pages 34 and 25. Pages 30 through 33 include a colored exterior material sample image of the black, perforated metal screening proposed to screen the rooftop mechanical and electrical equipment.</p> <p>The grading, drainage, and utility plan on page 13 indicates that a new transformer will be installed within the building at the northwest corner of the property by the alley. The rear elevation on page 33 of the project plans shows that the new transformer will be sited within the building and fully screened from public view. An existing power box that serves adjacent buildings encroaches within the alley right-of-way and is proposed to be relocated. The applicant has provided recent email communications from Idaho Power stating that the existing power box may be relocated on the subject property in the vicinity of the new transformer.</p> <p>New gas meters are proposed to be installed on the rear building wall along the alley as shown on page 13 of the project plans. The applicant has provided email communication from Intermountain Gas that the proposed location of the gas meters on the rear wall of the building along the alley meets their standards. The gas meters and the required screening are not shown on the rear elevation on page 33.</p> <p>Pursuant to KMC §17.96.070.C2, “Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the</p>	

overall building design.” Staff recommends the following conditions to (1) ensure that the electric and gas utilities are fully screened from public view and (2) confirm that the proposed siting and screening of these utilities complies with Idaho Power and Intermountain Gas requirements:

Pursuant to condition #4, the applicant shall submit written confirmation that Idaho Power has reviewed and approved the proposed siting and screening of: (1) the new transformer that will be installed to serve the project and (2) the existing power box that will be removed from the alley and relocated onto the subject property prior to issuance of building permit.

Pursuant to condition #5, the project plans submitted with the building permit application shall specify the screening proposed for the gas meters for Planning staff to verify compliance with KMC §17.96.070.C2. The applicant shall submit written confirmation that Intermountain Gas Company has reviewed and approved the proposed siting and screening of the new gas meters prior to issuance of building permit.

Pursuant to condition #6, the applicant shall submit final civil drawings for all drainage improvements with the building permit application to be verified, reviewed, and approved by the City Engineer, Streets Department, and Utilities Department.

17.96.070.D.1 - Landscaping	Conformance
<i>When a healthy and mature tree is removed from a site, it shall be replaced with a new tree. Replacement trees may occur on or off site.</i>	N/A
<p><b>Finding:</b> The existing site survey on page 11 of the project plans shows 5 existing trees on the subject property. These trees are proposed to be removed to accommodate the mixed-use development. The City Arborist conducted a site inspection on January 25, 2023 and determined that the existing trees are not healthy or mature, and therefore, do not require replacement.</p>	

17.96.070.D.2 - Landscaping	Conformance
<i>Trees that are placed within a courtyard, plaza, or pedestrian walkway shall be placed within tree wells that are covered by tree grates.</i>	Requirement Modified Per KMC §17.96.070.A.3
<p><b>Finding:</b> City Departments have internally reviewed the right-of-way standard requiring tree grates for all street trees. The City Arborist prefers that street trees on sloped sidewalks be installed in raised planters to support healthy vegetation. Pursuant to KMC §17.96.070.A.3, due to site constraints, the requirements of subsection A may be modified by the Public Works Department. The trees within the courtyard are proposed to be installed within a raised concrete planter. The City Arborist recommends that the 3 new street trees proposed along the 4<sup>th</sup> Street sidewalk be installed within planters. The planters shall not exceed 6" in height</p>	

at the upslope side. The width and length of the planters should not exceed 4 feet. The first 6-feet of the sidewalk adjacent to the property line must remain free of obstructions to provide a clear path for pedestrians. Six feet of clearance is required around all planters. Planning staff and the City Arborist recommend that the street trees installed within the planters along 4<sup>th</sup> Street and trees installed within the courtyard be larger in size (caliper size of approximately 6 inches). Larger street trees will help soften the building wall along 4<sup>th</sup> Street. The City Arborist will review the final specifications for the street trees prior to issuance of building permit.

17.96.070.D.3 - Landscaping	Conformance
<i>The City arborist shall approve all parking lot and replacement trees.</i>	N/A
<b>Finding:</b> N/A as no replacement trees are required (see analysis for KMC §17.96.070.D1 above) and the project does not propose a surface-parking lot.	

17.96.070.E.1 – Surface Parking Lots	Conformance
<i>Surface parking lots shall be accessed from off the alley and shall be fully screened from the street.</i>	N/A
<b>Finding:</b> N/A. No surface parking lot is proposed.	

17.96.070.E.2 – Surface Parking Lots	Conformance
<i>Surface parking lots shall incorporate at least one tree and one additional tree per ten on site parking spaces. Trees shall be planted in landscaped planters, tree wells and/or diamond shaped planter boxes located between parking rows. Planter boxes shall be designed so as not to impair vision or site distance of the traveling public.</i>	N/A
<b>Finding:</b> N/A. The project does not include a surface parking lot. On-site parking is provided within the enclosed garage accessed from alley.	

17.96.070.E.3 – Surface Parking Lots	Conformance
<i>Ground cover, low lying shrubs, and trees shall be planted within the planters and planter boxes. Tree grates or landscaping may be used in tree wells located within pedestrian walkways.</i>	N/A
<b>Finding:</b> N/A as no surface parking lots are proposed for the project.	

17.96.070.F.1 – Bicycle Parking	Conformance
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<i>One bicycle rack, able to accommodate at least two bicycles, shall be provided for every four parking spaces as required by the proposed use. At a minimum, one bicycle rack shall be required per development.</i>	YES
<b>Finding:</b> Six bike racks accommodating at least two bicycles are required to be provided for the project. As shown on page 16 of the project plans, 6 bike racks are provided near the building entrances on the 4 <sup>th</sup> Street terraces, along 1 <sup>st</sup> Avenue, and within the covered courtyard.	

<b>17.96.070.F.2 – Bicycle Parking</b>	<b>Conformance</b>
<i>When the calculation of the required number of bicycle racks called for in this section results in a fractional number, a fraction equal to or greater than one-half shall be adjusted to the next highest whole number.</i>	YES
<b>Finding:</b> 25 parking spaces are required to be provided on-site to satisfy the project’s parking demand and six bike racks are required.	

<b>17.96.070.F.3 – Bicycle Parking</b>	<b>Conformance</b>
<i>Bicycle racks shall be clearly visible from the building entrance they serve and not mounted less than 50 feet from said entrance or as close as the nearest non-ADA parking space, whichever is closest. Bicycle racks shall be located to achieve unobstructed access from the public right-of-way and not in areas requiring access via stairways or other major obstacles.</i>	YES
<b>Finding:</b> As shown on page 16 of the project plans, 6 bike racks are provided near the building entrances on the 4 <sup>th</sup> Street terraces, along 1 <sup>st</sup> Avenue, and within the covered courtyard.	



# Attachment J

## Variance Criteria Analysis

## THE PERRY BUILDING COMPLIANCE WITH VARIANCE CRITERIA

The applicant has requested a variance for the proposed parking garage. KMC §17.08.020 defines underground parking as, "an enclosed off street parking area within the lowest floor of a building; provided, that a minimum of 75 percent of the ceiling surface area of such floor is not more than four feet above the basement invisible plane." Underground parking that meets the dimensional requirements specified in KMC §17.08.020 is not included in the gross floor area calculation. The proposed parking garage does not meet the required dimensional standards. As shown in Figure 1, most of the garage's ceiling surface area is more than 4 feet above the invisible plane. The applicant has requested a variance seeking relief from the dimensional standards required for underground parking because the strict application of the code results in undue hardship that would significantly impact the building design resulting in a sunken hole at the street corner.

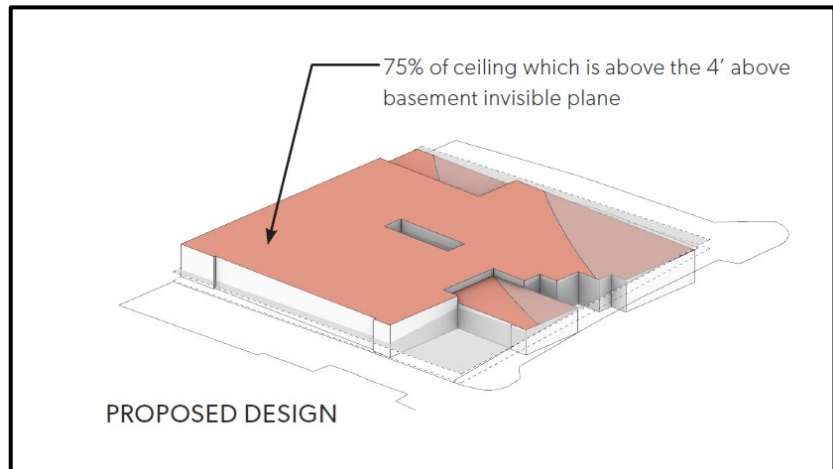


Figure 1: Proposed Parking Garage Ceiling Plane (Project Plans Page 46)

Pursuant to Ketchum Municipal Code §17.148.010, a variance shall not be considered a right or special privilege but may be granted to an applicant only upon a showing of undue hardship because of unique characteristics of the site and that the variance is not in conflict with the public interest. A variance may be granted by the Planning & Zoning Commission only if the applicant demonstrates compliance with all of the variance criteria as outlined in Ketchum Municipal Code §17.148.010 and listed with associated Staff analysis below. The applicant's variance request is detailed on pages 43 through 48 of the project plans.

- A. *The strict enforcement of the provisions of this title creates an undue hardship to the property owner; however, economic feasibility shall not be considered an undue hardship.*

Additional excavation would be required to lower the garage to meet the definition of underground parking. Lowering the garage utilizing standard construction practices would significantly impact the building design resulting in a sunken hole at the street corner—the retail unit's ground-level finished floor would be 8 feet below sidewalk grade. The applicant explains on page 46 of the project plans that, "the unique result of meeting this dimensional definition on this particular site with steep slopes on both frontages is that it pushes the underground parking significantly below (over 8.5') the

adjacent sidewalk grade at the limited location of primary entrance relative to the corner intersection and the only flat area suited for accessing the first floor." The sunken hole would significantly diminish the quality of the pedestrian experience, activation of the ground floor, and vibrancy at the street corner (See Figure 2).

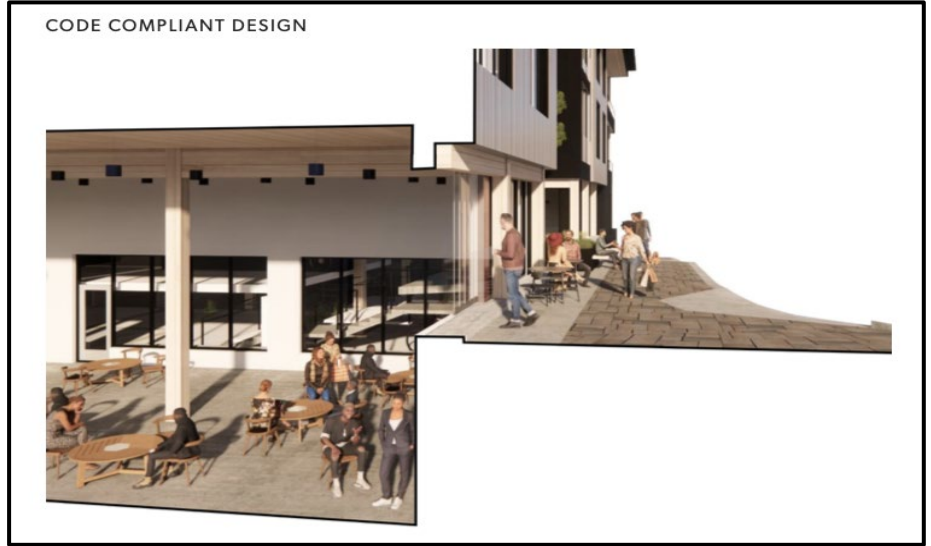


Figure 2: Sunken Hole at Street Corner (Project Plans Page 45)



The proposed parking garage does not add to the visual appearance of building mass along the street frontage. As shown in Figure 3, the portion of the parking garage extending above finished grade along 4<sup>th</sup> Street and 1<sup>st</sup> Avenue is screened by landscaped planters.

Figure 3: Parking Garage Wall Street at Frontages (Project Plans Page 48)

significant visual impact along the interior side and alley facades. The exposed parking garage wall extends almost 14.5 feet above finished grade at the northwest corner of the property. The exposed parking garage wall at the interior side façade is comprised of board-formed concrete with no window openings or exterior material differentiation. During their review of the Pre-Application, the

The parking garage has the most significant visual impact along the interior side and alley facades. The exposed parking garage

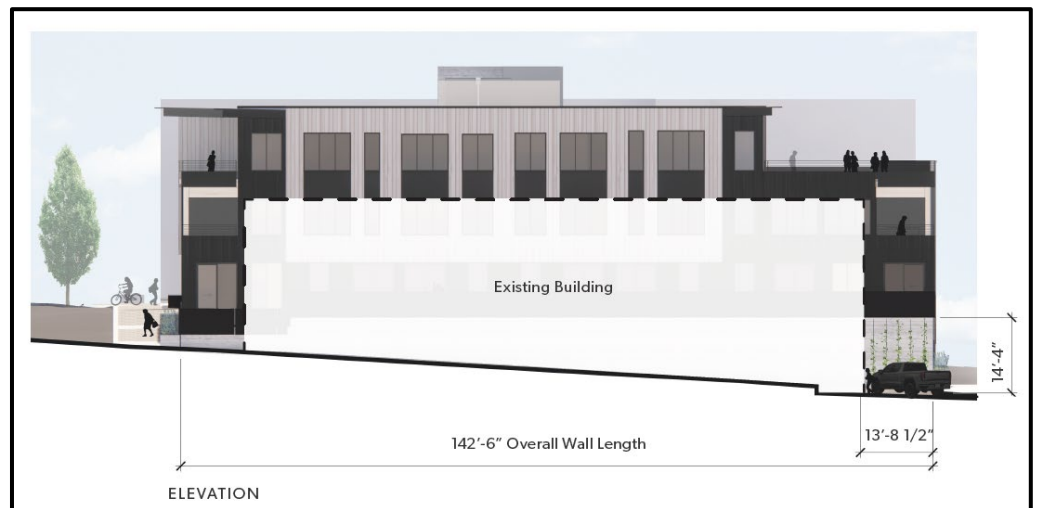


Figure 4: Interior Side Wall with Adjacent Office Building (Project Plans Page 66)

Commission requested that the applicant provide an exhibit showing the interior side wall within the context of the adjacent Westside Office Condominiums. The exhibit provided on page 66 of the project plans shows that the West Side Office Condominiums building covers most of the parking garage wall leaving only 14 linear feet exposed (See Figure 4). The applicant has proposed installing Virginia Creeper vines to soften the exposed parking garage wall.

B. *The variance is necessary because of the unique size, shape, topography or location of the subject property.*

As shown on page 43 of the project plans, the subject property is characterized by topographical constraints with steep slopes along both street frontages (See Figure 5). From the street corner, the grade drops 8 feet down 1<sup>st</sup> Avenue and 12 feet down 4<sup>th</sup> Street. Along the alley property line, the grade drops 4 feet down from 4<sup>th</sup>

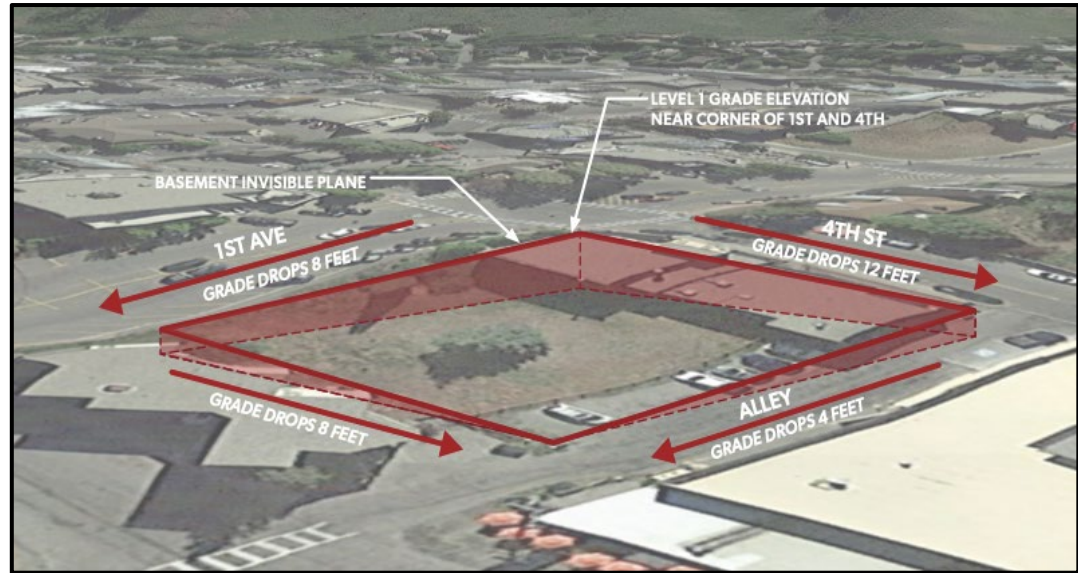


Figure 5: Site Slopes & Cross Slopes (Project Plans Page 43)

Street. Along the interior side property line, the grade drops 8 feet from 1<sup>st</sup> Avenue to the alley. The project site slopes approximately 17 feet from its highest grade at the street corner (elevation: 5826.30') to its lowest grade at the northwest corner of the property (elevation 5809.50'). The strict application of the underground parking dimensional requirements on this steeply-sloped parcel creates a hardship that impedes the construction of a parking garage that complies with the required dimensional standards.

C. *The subject property is deprived, by provision of this title, of rights and privileges enjoyed legally by other properties in the vicinity and under an identical zone.*

The subject property is denied the same rights and privileges enjoyed by other properties in the vicinity within the Community Core as the topography of the subject property precludes the construction of a parking garage that complies with the dimensional requirements for underground parking.

The zoning code allows a portion of the garage ceiling surface area to extend above finished grade, which increases visible building mass. The above-grade portions of the parking garage are exempt from the gross floor area calculation. On page 48 of the project plans, the applicant explains that, “On a typical flat or moderately sloped site the underground parking definition allows 4 feet (up to 33%) of the parking level be visible above the sidewalk grade and contribute to the bulk of structure which FAR restrictions are intended to limit.”

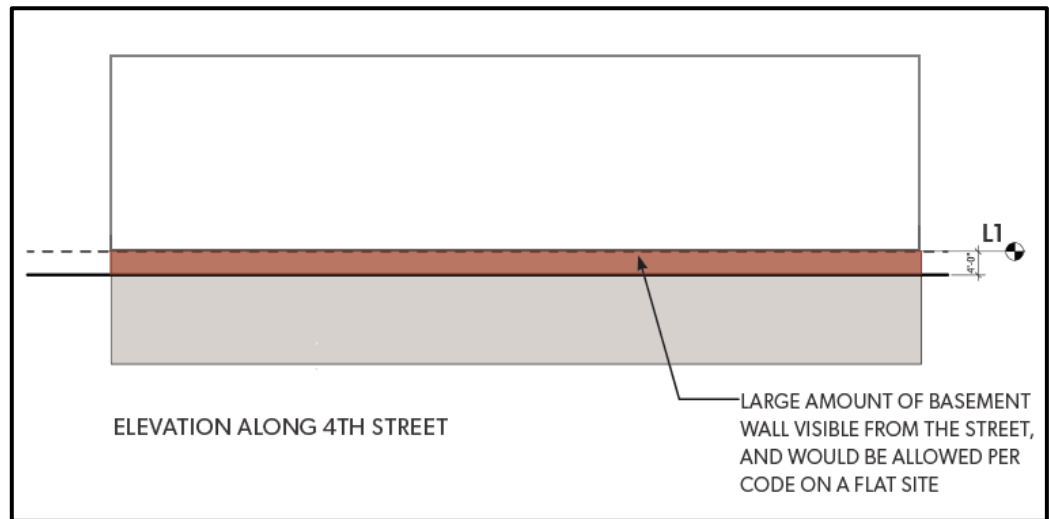


Figure 6: Parking Garage Ceiling Plane (Project Plans Page 46)

D. *The need for the variance is not the result of actions of the applicant or property owner.*

The need for the variance is not the result of actions by the applicant or property owner. While the consolidation of the three Ketchum townsite lots exacerbates these topographical challenges, the hardship is not self-created by the applicant as the subdivision code allows for the consolidation of multiple lots and the subject property meets the required dimensions for lots located in the CC-2 Zone.

FAR and underground parking have historically been inextricably linked in Ketchum’s zoning code. The regulation of building size and mass through FAR was first introduced into Ketchum's zoning code in 1985 through the adoption of Ordinance 396. This ordinance added the definition for underground parking as, "a space with less than one-half of its floor-to-ceiling height above the average finished grade for at least 75% of the total area." The permitted FAR in the B-1 Business Shopping Zoning District, which was the precursor to the Community Core, was 1.4, and a bonus of 0.6 gross FAR was given to developments that provided underground parking. In addition, developments that provided underground parking were also eligible for a 5-foot height bonus. Ordinance 652 permitted 1.4 gross FAR by right with incentive options to increase the gross FAR subject to design review approval. Developments that provided underground parking could increase the gross FAR up to a maximum of 2.0. Adopted in 2003, Ordinance 912 amended the gross floor area calculation to exempt underground parking areas and include parking areas covered by a roof and enclosed on three or more sides by building walls. The underground parking regulations added to Ketchum’s zoning code in 1985

were crafted for single Ketchum townsite developments on flat or slightly sloped sites. The standards did not contemplate the topographical challenges that may result from the consolidation of multiple Ketchum townsite lots.

- E. *The variance does not create health and safety hazards.*

The parking garage is accessed from the alley and meets the circulation design standards specified in KMC §17.96.060. Vehicular traffic will flow safely within the parking and onto adjacent streets. The variance does not create health or safety hazards.

- F. *The variance does not relieve an applicant from any of the procedural provisions of this title.*

The variance request does not relieve the applicant from any of the procedural provisions of the zoning code (Title 17 of Ketchum Municipal Code). Excepting relief from dimensional requirements required for underground parking as requested through the variance, the project complies with all applicable zoning code standards.

- G. *The variance does not relieve an applicant from any standard or provision that specifically states that no variance from such standard or provision is permitted.*

A variance provides relief from the requirements of the zoning code, including lot dimensional standards, building coverage, setbacks, building height, parking space and parking area standards, affecting the size of a structure or the placement of the structure upon a lot. The applicant's variance requests for relief from the underground parking dimensional requirements. The variance does not relieve the applicant from any standard or provision that specifically states that no variance from such standard or provision is permitted.

- H. *The variance does not relieve an applicant from conditions established during prior permit review.*

The variance does not relieve the applicant from any conditions established during prior permit review. The Pre-Application Design Review is the only prior application that has been submitted for this project. The Planning and Building Department received the Pre-Application Design Review for the project on July 1, 2022. The Planning and Zoning Commission reviewed the Pre-Application on August 9, 2022 and unanimously advanced the project to final Design Review. During their review of the Pre-Application, the Commission provided feedback to the applicant but did not establish conditions for the project.

- I. *The variance does not allow establishment of a use that is not otherwise permitted in the zone in which the property is located.*

The variance does not allow the establishment of a prohibited use within the Community Core. The proposed development includes 4 ground-level retail units fronting 4th Street and 1st Avenue, 7 community housing units, and 16 market-rate multi-family dwelling units. Retail and multi-family dwelling units are permitted in the CC-2 Zone pursuant to Ketchum Municipal Code §17.12.020.

- J. *The variance is the minimum necessary to grant relief to applicant.*

Additional excavation would be required to lower the garage to meet the definition of underground parking. Lowering the garage utilizing standard construction practices would significantly impact the building design resulting in a sunken hole at the street corner—the retail unit's ground-level finished floor would be 8 feet below sidewalk grade.



Attachment K

Lot Consolidation

Preliminary Plat:

Subdivision Standards Analysis



THE PERRY BUILDING  
LOT CONSOLIDATION PRELIMINARY PLAT STANDARDS ANALYSIS

Preliminary Plat Requirements (Ketchum Municipal Code §16.04.030)				
Compliant				
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Findings</i>	<i>The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on November 28, 2022. The applications were reviewed concurrently by planning staff and city departments. Staff review comments were provided to the applicant on February 1, 2023. The applications were deemed complete on February 17, 2023.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.
			<i>Findings</i>	<i>The subdivision application was deemed complete on February 17, 2023.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.
			<i>Findings</i>	<i>This standard is met as shown on Sheet 1 of the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			<i>Findings</i>	<i>As shown on Sheet 1 of the preliminary plat, the plat is titled "Lot 2A, Block 56, Ketchum Townsite" which is not the same as any other subdivision in Blaine County, Idaho.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Findings</i>	<i>The name of the owner and surveyor is shown on Sheet 1 of the plat. The plat was prepared by Mark E. Phillips of Galena Engineering.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.4	Legal description of the area platted.
			<i>Findings</i>	<i>The legal description of the area platted is shown on page 1 of the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	<i>The preliminary plat shows adjacent properties within block 56 of the original Ketchum townsite, including Lot 6A, the Sundance Condominiums, D-K condominiums, and the West Side Office Condominiums.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Findings</i>	<i>Existing site conditions, including topography, are included on the project plans submitted with Design Review Application File No. P22-045C.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Findings</i>	<i>Sheet 1 of the preliminary plat shows the location of the adjacent streets and block 56 alley. The property does not contain any public or private easements. The corner lot is developed with an existing building that was originally constructed as a racquetball court in 1975 and was the home of Perry's Restaurant for 37 years that is proposed to be demolished. The project plans submitted with Design Review Application File No. P22-045C showed the scaled location of the existing building. The two interior lots are vacant.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.8	<b>Boundary description and the area of the tract.</b>
			<i>Findings</i>	<i>Sheet 1 provides the boundary description of the area. The total area of Lot 2A is 24,723 as noted on the preliminary plat map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.9	<b>Existing zoning of the tract.</b>
			<i>Findings</i>	<i>Plat note #5 on Sheet 1 of the preliminary plat specifies the existing zoning of the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			<i>Findings</i>	<i>The preliminary plat shows the location and property lines for consolidated Lot 2A. No new streets or blocks are being proposed with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			<i>Findings</i>	<i>This standard is not applicable as there is no requirement or proposal for land dedicated to public use. The condominium subdivision preliminary plat for the project shows the land that will be dedicated for common use of all future property owners.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			<i>Findings</i>	<i>This standard does not apply as this preliminary plat proposes to consolidate two existing lots within the original Ketchum townsite. No utility, drainage, or right-of-way improvements are proposed or required</i>

				<i>for the lot consolidation preliminary plat application. The project plans submitted with Design Review Application File No. P22-045C show the proposed utility, drainage, or right-of-way improvements proposed for the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.13</b>	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<i>Findings</i>	<i>This standard does not apply as no new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.14</b>	<b>The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.</b>
			<i>Findings</i>	<i>This standard does not apply as no new drainage canals or structures are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.15</b>	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<i>Findings</i>	<i>This standard does not apply as no additional tests are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.16</b>	<b>A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.</b>
			<i>Findings</i>	<i>This standard does not apply to the subdivision application for the lot consolidation. The applicant has provided a draft copy of the articles of incorporation, bylaws, and declarations with the condominium subdivision preliminary plat application submittal.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.17</b>	<b>Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.</b>
			<i>Findings</i>	<i>Sheet 1 of the preliminary plat includes a vicinity map.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.18</b>	<b>The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.</b>
			<i>Findings</i>	<i>The subject property is not within a floodplain, floodway, or avalanche zone district.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.19</b>	<b>Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.</b>
			<i>Findings</i>	<i>A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.20</b>	<b>Lot area of each lot.</b>
			<i>Findings</i>	<i>Sheet 1 of the preliminary plat shows the area of Lot 1A.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.21</b>	<b>Existing mature trees and established shrub masses.</b>
			<i>Findings</i>	<i>The existing site survey on page 11 of the project plans shows 5 existing trees on the subject property. These trees are proposed to be removed to accommodate the mixed-use development. The City Arborist conducted a site inspection on January 25, 2023 and determined that the existing trees are not healthy or mature, and therefore, do not require replacement.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.22</b>	<b>A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.</b>
			<i>Findings</i>	<i>The applicant submitted a title commitment issued by Stewart Title Guarantee Company, and a warranty deed with the preliminary plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.23</b>	<b>Three (3) copies of the preliminary plat shall be filed with the administrator.</b>
			<i>Findings</i>	<i>The City of Ketchum received digital copies of the preliminary plat at the time of application.</i>

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant				
Yes	No	N/A	City Code	City Standards
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.A</b>	<b>Required Improvements:</b> The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>This standard is not applicable as this project combines three lots within the original Ketchum townsite. No improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.B</b>	<b>Improvement Plans:</b> Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	<i>This standard is not applicable as this project combines three lots within the original Ketchum townsite. No additional improvements are proposed or required for the lot consolidation.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.C</b>	<p>Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			<i>Findings</i>	<p><i>This standard is not applicable as this project combines three lots within the original Ketchum townsite. No additional improvements are proposed or required for the lot consolidation.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.D</b>	<p><b>As Built Drawing:</b> Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			<i>Findings</i>	<p>This standard is not applicable as this project combines three lots within the original Ketchum townsite. No additional improvements are proposed or required for the lot consolidation.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.E</b>	<p><b>Monumentation:</b> Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> </ol>

				<p>2. All street intersections, points within and adjacent to the final plat.</p> <p>3. All street corner lines ending at boundary line of final plat.</p> <p>4. All angle points and points of curves on all streets.</p> <p>5. The point of beginning of the subdivision plat description.</p>
			<i>Findings</i>	<i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p><b>Lot Requirements:</b></p> <p>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</p> <p>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p>

				<p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<i>Findings</i>	<p><i>Standard #1 has been met as the size, width, depth, shape, and orientation of Lot 2A comply with the dimensional standards required in the Community Core Zone. Pursuant to Ketchum Municipal Code §17.12.040, lots in the Community Core Zone must have a minimum size of 5,500 square feet and minimum width of 55 feet average. The consolidated lot will have a total area of 24,723 square feet with 165 feet of frontage along 1st Avenue and 150 feet of frontage along 4th Street. Standard #2 is not applicable is not located in the floodplain and does not contain land with slopes of 25%. Standard #3 through #6 are not applicable as the preliminary plat consolidates two existing lots and no new lots will be created.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p><b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</li> <li>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<i>Findings</i>	<p><i>N/A. This standard is not applicable as this project proposes to combine three existing lots within the original Ketchum townsite. This application does not create a new block.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</li> </ol>



			<p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p> <p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p>
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			<p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
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			<i>Findings</i>	<i>This standard is not applicable as this application proposes to combine three existing lots within the Ketchum townsite. This proposal does not create a new street, private road, or bridge.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.
			<i>Findings</i>	<i>This standard is not applicable as this project combines three existing lots within the original Ketchum townsite. The project proposes alley improvements, including grading and resurfacing the alley with asphalt. These improvements are shown on the project plans submitted with Design Review Application File No. P22-045C.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p>

				<p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	<i>This standard is not applicable as no easements are proposed or required for this project. The project does not create a new private street. This property is not adjacent to Warm Springs Road. The property does not border a watercourse, drainageway, channel, or stream.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p><b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine three existing lots within the original Ketchum townsite. Sewer system improvements are not required for this lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p><b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating</p>

				bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine three existing lots within the original Ketchum Townsite. Water system improvements are not required for this lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine three existing lots within the original Ketchum townsite. Planting strip improvements are not required for this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</li> <li>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or</li> </ol>

			<p>hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</li> <li>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</li> </ul>
		<i>Findings</i>	<p><i>This standard is not applicable as this project proposes to combine three existing lots within the original Ketchum townsite. No grading improvements are proposed or required for the lot consolidation. The grading improvements are shown the project plans submitted with Design Review Application File No. P22-045C.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.O</b> Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating</p>

				<p>efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	<p><i>This standard is not applicable as this project proposes to combine three existing lots within the original Ketchum townsite. No drainage improvements are proposed or required for the lot consolidation. The drainage improvements are shown on the project plans approved with Design Review Application File No. P22-045C.</i></p>
			16.04.040.P	<p><b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>Findings</i>	<p><i>This standard is not applicable as this project proposes to combine three existing lots within the original Ketchum townsite. No utility improvements are proposed or required for the lot consolidation. The drainage improvements are shown on the project plans approved with Design Review Application File No. P22-045C.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p><b>Off Site Improvements:</b> Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>
			<i>Findings</i>	<p><i>This standard is not applicable as this project proposes to combine three existing lots within the original Ketchum townsite. Off-site improvements are not required or proposed with this project.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	<p><b>Avalanche And Mountain Overlay:</b> All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.</p>
			<i>Findings</i>	<p><i>N/A as this property is not located within the Avalanche Zone or Mountain Overlay.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	<p>Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.</p>

			<i>Findings</i>	The existing site survey on page 11 of the project plans shows 5 existing trees on the subject property. These trees are proposed to be removed to accommodate the mixed-use development. The City Arborist conducted a site inspection on January 25, 2023 and determined that the existing trees are not healthy or mature, and therefore, do not require replacement.
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# Attachment L

Condominium Subdivision

Preliminary Plat:

Subdivision Standards Analysis



THE PERRY BUILDING  
CONDOMINIUM SUBDIVISION PRELIMINARY PLAT STANDARDS ANALYSIS

Preliminary Plat Requirements (Ketchum Municipal Code §16.04.030)					
Compliant			City Code	City Standards	
Yes	No	N/A			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.	
			<i>Findings</i>	<i>The Planning and Building Department received the final design review, variance request, lot consolidation preliminary plat, and condominium subdivision preliminary plat applications on November 28, 2022. The applications were reviewed concurrently by planning staff and city departments. Staff review comments were provided to the applicant on February 1, 2023. The applications were deemed complete on February 17, 2023.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.	
			<i>Findings</i>	<i>The subdivision application was deemed complete on February 17, 2023.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.	
			<i>Findings</i>	<i>This standard is met as shown on Sheet 1 of the preliminary plat.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.	
			<i>Findings</i>	<i>As shown on Sheet 1 of the preliminary plat, the plat is titled "The Perry" which is not the same as any other subdivision in Blaine County, Idaho.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.	
			<i>Findings</i>	<i>The name of the owner and surveyor is shown on Sheet 1 of the plat. The plat was prepared by Mark E. Phillips of Galena Engineering.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.4	Legal description of the area platted.	
			<i>Findings</i>	<i>The legal description of the area platted is shown on page 1 of the preliminary plat.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.	
			<i>Findings</i>	<i>The preliminary plat shows adjacent properties within block 56 of the original Ketchum townsite, including Lot 6A, the Sundance Condominiums, and the West Side Office Condominiums.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon	

				the United States geodetic survey data, or other data approved by the city engineer.
			<i>Findings</i>	<i>Existing site conditions, including topography, are shown on the project plans submitted with Design Review Application File No. P22-045C.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.7	<b>The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.</b>
			<i>Findings</i>	<i>Sheet 1 of the preliminary plat shows the location of the adjacent streets and block 56 alley. The property does not contain any public or private easements. The corner lot is developed with an existing building that was originally constructed as a racquetball court in 1975 and was the home of Perry's Restaurant for 37 years that is proposed to be demolished. The project plans submitted with Design Review Application File No. P22-045C showed the scaled location of the existing building. The two interior lots are vacant.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.8	<b>Boundary description and the area of the tract.</b>
			<i>Findings</i>	<i>Sheet 1 provides the boundary description of the area. The total area of Lot 2A is 24,723 as noted on the preliminary plat map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.9	<b>Existing zoning of the tract.</b>
			<i>Findings</i>	<i>Plat note #10 on Sheet 2 of the preliminary plat specifies the existing zoning of the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.10	<b>The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.</b>
			<i>Findings</i>	<i>The preliminary plat shows the locations and lot lines for the master lot and lot lines of condominium units. No new streets or blocks are being proposed with this application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.11	<b>The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.</b>
			<i>Findings</i>	<i>The plat shows all common area elements within the condominium subdivision. Plat note #12 states, "All accessible areas outside of units that is not designated as limited common is common area."</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.12	<b>The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.</b>
			<i>Findings</i>	<i>The project plans submitted with Design Review Application File No. P22-045C show the proposed drainage and right-of-way improvements proposed for the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.13	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<i>Findings</i>	<i>This standard does not apply as no new streets are proposed.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			<i>Findings</i>	<i>This standard does not apply as no new drainage canals or structures are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Findings</i>	<i>This standard does not apply as no additional tests are required.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			<i>Findings</i>	<i>The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Findings</i>	<i>Sheet 5 of the preliminary plat includes a vicinity map.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Findings</i>	<i>The subject property is not within a floodplain, floodway, or avalanche zone district.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Findings</i>	<i>A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.20	Lot area of each lot.
			<i>Findings</i>	<i>The preliminary plat shows the area of the overall lot and the area of each condominium unit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.21	Existing mature trees and established shrub masses.
			<i>Findings</i>	<i>The existing site survey on page 11 of the project plans shows 5 existing trees on the subject property. These trees are proposed to be removed to accommodate the mixed-use development. The City Arborist conducted a site inspection on January 25, 2023 and determined that the existing trees are not healthy or mature, and therefore, do not require replacement.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Findings</i>	<i>The applicant submitted a title commitment issued by Stewart Title Guarantee Company, and a warranty deed with the preliminary plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	<i>The City of Ketchum received digital copies of the preliminary plat at the time of application.</i>

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant				
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>The project plans submitted with Design Review Application File No. P22-045C show the proposed utility, drainage, or right-of-way improvements proposed for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	<i>This standard is not applicable to the preliminary plat application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required

				<p>improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			<i>Findings</i>	<i>This standard is not applicable to the preliminary plat application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			<i>Findings</i>	<i>This standard is not applicable to the preliminary plat application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<i>Findings</i>	<i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> <li>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the</li> </ol>

			<p>property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</p> <p>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
		<i>Findings</i>	<p><i>This standard is not applicable as no new lots are created with the condominium subdivision. The development parcel, Lot 2A, is created by Lot Consolidation Subdivision Preliminary Plat Application File No. P22-045A.</i></p>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p>	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</li> <li>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
<p><i>Findings</i></p>			<p><i>This standard is not applicable as no new lots or blocks are proposed with the condominium subdivision preliminary plat.</i></p>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.H</p>	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> <li>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</li> <li>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</li> <li>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</li> <li>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way</li> </ol>



			<p>when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p>
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				<p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<i>Findings</i>	<i>The project plans submitted with Design Review Application File No. P22-045C show the right-of-way improvements proposed for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.I	<p><b>Alley Improvement Requirements:</b> Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Findings</i>	<i>The project proposes alley improvements, including grading and resurfacing the alley with asphalt. These improvements are shown on the project plans submitted with Design Review Application File No. P22-045C. . The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p><b>Required Easements:</b> Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide</p>

			<p>adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<p><i>Findings</i></p> <p><i>This standard is not applicable as no easements are proposed or required for this project. The project does not create a new private street. This property is not adjacent to Warm Springs Road. The property does not border a watercourse, drainage way, channel, or stream.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.040.K</b></p> <p><b>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider.</b></p> <p><b>Construction plans and specifications for central sanitary sewer extension</b></p>

				<p>shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Findings</i>	<p><i>The project plans submitted with Design Review Application File No. P22-045C show the proposed sewer improvements for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer and Wastewater Department.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p><b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Findings</i>	<p><i>The project plans submitted with Design Review Application File No. P22-045C show the proposed water service improvements for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer and Utilities Department.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p><b>Planting Strip Improvements:</b> Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>

			<i>Findings</i>	<i>This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</li> <li>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</li> <li>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</li> <li>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American</li> </ol> </li> </ol>

				<p>Association of State Highway Officials) and ASTM D698 (American standard testing methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	<i>This standard does not apply as this application does not create a new subdivision. The preliminary plat proposed to subdivide the mixed-use building into condominium units. There are no incompatible uses adjacent to the proposed condominium subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p><b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	<i>The project plans submitted with Design Review Application File No. P22-045C show the proposed drainage improvements for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer and Streets Department.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p><b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the</p>

				subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Findings</i>	<i>The project plans submitted with Design Review Application File No. P22-045C show the proposed utility improvements for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer and Utilities Department.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<b>Off Site Improvements:</b> Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Findings</i>	<i>The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	<b>Avalanche And Mountain Overlay:</b> All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<i>Findings</i>	<i>N/A as this property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	<b>Existing natural features</b> which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>The existing site survey on page 11 of the project plans shows 5 existing trees on the subject property. These trees are proposed to be removed to accommodate the mixed-use development. The City Arborist conducted a site inspection on January 25, 2023 and determined that the existing trees are not healthy or mature, and therefore, do not require replacement.</i>

Condominium Plat Requirements (Ketchum Municipal Code §16.04.070)				
Compliant			City Code	Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B	The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws 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.

			<i>Findings</i>	<i>The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.</i>
☒	☐	☐	16.04.070.D	<b>All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.</b>
			<i>Findings</i>	<i>As shown on Sheet 5 of the preliminary plat, the open parking area within the garage is designated as common area and the private garages are designated as limited common elements and specifically referenced to a unit number.</i>
☒	☐	☐	16.04.070.E	<b>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.</b>
			<i>Findings</i>	<p>The applicant addressed storage in their response to the completeness review comments stating:  <i>Adequate storage is provided as follows:</i></p> <ul style="list-style-type: none"> <li>• <i>Interior Storage Space within residential units: Residential units were thoughtfully designed with an abundance of internal storage space options per the floor plans.</i> <ul style="list-style-type: none"> <li>○ <i>L1 Units: Interior closet @ entry to each unit for storage. Large closet in primary bedrooms. Patio areas provide additional storage options for bicycles and other recreational equipment.</i></li> <li>○ <i>L2 Units: Large closets throughout all units.</i></li> <li>○ <i>L3 Units: Large closets throughout all units.</i></li> </ul> </li> <li>• <i>Interior Storage space within detached storage areas:</i> <ul style="list-style-type: none"> <li>○ <i>PARKING STALL STORAGE SYSTEM: L1 &amp; L2 units may install “Urban Storage Unit” like systems on the wall adjacent to their parking stall(s). The Developer has successfully utilized these types of systems on other residential projects.</i></li> <li>○ <i>L3 LIMITED COMMON AREA STORAGE: L3 Units own storage rooms within the parking garage for ski and cycle storage, among other items.</i></li> <li>○ <i>SKI LOCKER ROOM: Designated ski storage room on level P1.</i></li> <li>○ <i>BICYCLE ROOM: Designated bike storage on level P1.</i></li> <li>○ <i>ABOVE STALL STORAGE: Given the higher than typical parking garage ceiling height, the Developer is planning for systems that allow occupants to store items above their parking stall.</i></li> </ul> </li> </ul>
☒	☐	☐	16.04.070.F	<b>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.</b>
			<i>Findings</i>	Rooms designated for maintenance equipment and supplies have been noted on the preliminary plat as well as the floor plans submitted with Design Review Application File No. P22-045C.



☒	☐	☐	16.04.070.G	The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.
			<i>Findings</i>	<i>The preliminary plat designates the balconies as limited common area assigned to a specific dwelling unit. The terrace in front of the stairwell and elevator feature along 4<sup>th</sup> Street is designated as common area. The covered courtyard is designated as common area. The terraces in front of the two retail spaces fronting 4<sup>th</sup> Street are designated as limited common area designated to the commercial retail units.</i>
☒	☐	☐	16.04.070.H	All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.
			<i>Findings</i>	<i>The project has been reviewed for compliance with all other section of the subdivision standards. The project conforms with all subdivision regulations as discussed above.</i>

# Attachment M

Interim Ordinance Analysis—  
Information Only



### THE PERRY BUILDING COMPLIANCE WITH INTERIM ORDINANCE 1234

Interim Ordinance 1234 was approved by the Ketchum City Council on October 17, 2022 and published in the paper on October 19, 2022 (the effective date). The Pre-Application Design Review for The Perry Building was deemed complete and reviewed by the Planning and Zoning Commission prior to the effective date; therefore, Interim Ordinance 1234 does not apply to the project. However, as this is an interim ordinance, staff is providing the analysis below for information only so the Commission can see how the ordinance would apply to projects within the Community Core. This analysis is provided to reference as information only and does not represent the criteria by which the development should or can be evaluated.

- **Minimum Residential Densities (Section 3)—Met:** The application would be subject to the minimum density requirements as the development exceeds the base permitted FAR of 1.0:
  - The proposed development has a gross floor area of 53,756 square feet with 5,929 square feet of retail commercial space. This equates to 11% of the development dedicated to commercial space.
  - Based on the percent of commercial space, the development would be required to provide 18 residential dwelling units. The development proposes twenty-three multi-family dwelling units, 7 of which will be deed-restricted as community housing rentals and would comply with this requirement.
- **Consolidation of Lots (Section 4)—Met:** The application would be subject to the additional standards and review process for lot consolidations. The project complies with subsection D as the preliminary plat application for the lot consolidation was submitted concurrently with the design review application for the proposed development. The project would comply with subsections F1 and F2 as: (1) the preliminary plat application is in conformance with all applicable land use approvals, and (2) the preliminary plat application is in conformance with all applicable Zoning Regulations contained within Title 17—Zoning Regulations. The criteria specified in subsection F3 states, “The preliminary plat application is found to be in conformance with the comprehensive plan in effect at the time the application was deemed complete.” An analysis of the project’s conformance with the comprehensive plan is provided in section III of the staff report.
- **No Net Loss of Units (Section 5)—Met:** The subject property is comprised of 3 lots located at the northwest corner of 1st Avenue and 4th Street. The corner lot is developed with an existing building that was originally constructed as a racquetball court in 1975 and was the home of Perry’s Restaurant for 37 years. The two interior lots are vacant. The existing building on the project site is a commercial development comprised of business offices and a restaurant. The demolition of this building results in no net loss of units and complies with section 5.

- **Parking for Retail (Section 6):** The proposed development is benefiting from the retail exemption as the square footage of each unit is less than 5,500 square feet.
- **Parking for Office (Section 7):** The office-parking exemption may be applicable as one of the commercial units is listed as retail/office.
- **Development Standards within the CC-2 (Section 10):**
  - **% of gross floor area for commercial (Section 10.a) – Not Met:** The gross floor area of the ground floor is 19,589 square feet. The commercial space on the ground floor is 19,589 square feet. 31% of the ground floor is proposed for commercial use; therefore, the development would not meet this standard. To meet the standard, the applicant would need to dedicate an additional 10,774 square feet to commercial uses on the ground floor.
  - **Community Housing in basement (Section 10.B)–Met:** The project would comply with this standard as the seven community housing units are located on ground floor.
  - **Size of residential units (Section 10.C) –Not Met:** The proposed development includes six multi-family dwelling units that exceed the 3,000-square-foot maximum size for residential units.
- **Parking Maximums (Section 10.D) –Not Met:** The project is required to provide 23 total parking spaces on site to satisfy the retail and multi-family residential parking demand pursuant to KMC §17.125.040.B. As shown on page 26 of the project plans, 29 spaces are proposed to be provided on site within the parking garage accessed from the alley to satisfy the demand.
- **Comprehensive Plan Conformance (Section 12):**
  - Staff believes this project meets the goals and policies of the comprehensive plan. Please see the staff report for further analysis.