



City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
SPECIAL MEETING OF NOVEMBER 29, 2022

- PROJECT:** The 208 Condos
- FILE NUMBER:** P22-035 and P22-035A
- APPLICATION TYPE:** Final Design Review and Subdivision – Condominium Preliminary Plat
- APPLICANT:** Nicole Ramey, Medici Architects (Architect)
- PROPERTY OWNER:** 755 S Broadway, LLC
- REQUEST:** Final Design Review and Condominium Preliminary Plat application for the development of a new, 11,663 square foot, three-story mixed-use building
- LOCATION:** 200 N Leadville Avenue - Ketchum Townsite: Block 23: Lot 1
- ZONING:** Community Core – Subdistrict 2 – Mixed Use (CC-2)
- REVIEWER:** Morgan R. Landers, AICP – 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 November 7, 2022. The public hearing notice was published in the Idaho Mountain Express on November 9, 2022. A notice was posted on the project site and the city’s website on November 7, 2022. Story poles were verified on the subject property on November 22, 2022.

I. EXECUTIVE SUMMARY:



Figure 1: Conceptual Rendering of “The 208 Condos”

The Applicant is proposing an 11,663 square foot three-story mixed-use development known as The 208 Condominiums (the “project”), located at 200 N Leadville Avenue (the “subject property”). The development is not subject to the interim ordinance as the applications were deemed complete prior to the effective date of the ordinance.

The subject property is a vacant corner lot zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) just southeast of the Kneadery and VP Companies offices, across from Vintage restaurant and another vacant lot on the opposite corner.

As proposed, the project includes 1,306 square feet of ground floor retail, and four residential dwelling units as follows:

- One dwelling unit in the basement – 704 net square feet (NSF)

- Two dwelling units on the second floor – 749 NSF and 2,587 NSF
- One dwelling unit on the third floor – 3,514 NSF

Based on the size of the units, a total of 4 parking spaces are required for the residential units. The project proposes two two-car garages. The retail space and the two residential units less than 750 net square feet are exempt from parking requirements. Please see Attachment B for floor plans of each floor and corresponding square footage calculations.

The project proposes to take advantage of the Floor Area Ratio (FAR) bonus in exchange for community housing, mitigating the additional floor area by making a community housing in-lieu payment of \$421,650. The total FAR for the project is 2.0, where 1.0 is permitted by right. An FAR Exceedance Agreement for the in-lieu payment was approved by City Council on November 21, 2022. See Attachment E for the FAR calculations for the project.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards including, three streetlights, asphalt alley, curb and gutter, and 8-foot sidewalks. The project proposes to snowmelt the sidewalks adjacent to the project. The city engineer and streets department has conducted a preliminary review all improvements and believes the improvements to meet the city's standards. Final review of all improvements to the right-of-way will be conducted by the City Engineer and Streets Department prior to issuance of a building permit. An encroachment permit approved by the City Council will be required for the snow melt system.

Staff believes the project conforms to the zoning and dimensional standard requirements and most of the design review criteria. Staff also believes the project conforms with the subdivision preliminary plat and condominium preliminary plat requirements. However, staff has concerns related to the placement of the transformer and the activation of the 2nd Street façade. Staff recommends the Commission review the application and provide feedback to the applicant on potential revisions to address staff's concerns.

II. BACKGROUND:

The City of Ketchum received the application for Final Design Review and condominium preliminary plat on July 1, 2022. The Final Design and Preliminary Plat applications have been reviewed concurrently and were deemed complete on October 14, 2022. Department comments were provided to the applicant on July 27, 2022, and additional comments provided on October 14, 2022. As of the date of this report, most comments have been resolved or are addressed by conditions of approval. Staff has outstanding concerns related to the location of the proposed transformer and 2nd Street façade as outlined further below.

III. CONFORMANCE WITH ZONING AND DESIGN REVIEW STANDARDS:

Per Ketchum Municipal Code (KMC) §17.96.010.A – *Applicability*, design review is required for all new mixed-use buildings. 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).

Conformance with Zoning Regulations

During department review, city staff reviewed the project for conformance with all applicable zoning code requirements including uses, dimensional limitations, signage, parking, development standards, and dark skies. The project follows all applicable zoning code requirements. Please see Attachment E for a full review of dimensional standards.

The proposed development is not subject to the interim ordinance as the application was deemed complete prior to the effective date of the ordinance. However, for information only, staff has provided an overview of

how the project would conform to the interim ordinance as Attachment H. This is for information and reference only and does not represent criteria by which the development should or can be evaluated.

Staff believes the proposed development meets all zoning and dimensional standards as outlined in the applicable sections of the KMC.

Conformance with Design Review Improvements and Standards

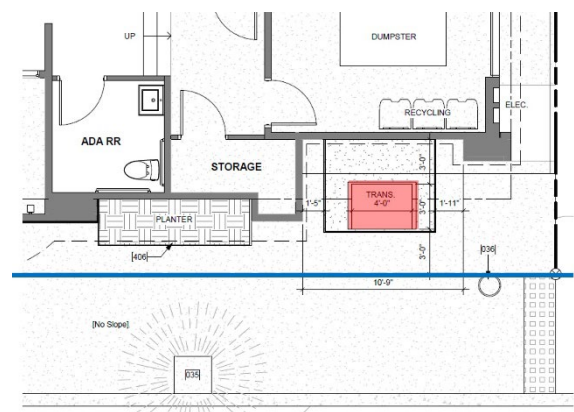
During department review, city staff reviewed the project for conformance with all applicable design review improvements and standards outlined in KMC §17.96.060 – *Improvements and Standards*. Staff also reviewed the development for conformance with KMC §17.96.070 – *Community Core (CC) Projects*. Finally, staff reviewed the development for conformance with all corresponding city code requirements related to right-of-way improvements including but not limited to sidewalks, street lighting, alleys, and on-street parking.

Staff believes that either a requirement is not applicable due to the scope of the project, or requirements are met, except for the placement of the transformer and activation of the 2nd Street façade and further discussed below. Please see Attachment F for a review of all design review improvements and standards.

Transformer Location

Per Section 17.96.060.D.2 “Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view”. Additionally, Criteria 17.96.060.C.2 states “Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design.” The subject property was previously served by an above ground power line that crossed the alley from the north to a power pole on the subject property as shown on the Sheet titled “ALTA” of Attachment B. At the owner’s expense, the above ground lines have already been removed. The applicant proposes to serve the development by below grade power from the alley to a transformer at the rear of the building adjacent to the sidewalk as shown in Figure 2 to the right.

Figure 2: Proposed Transformer Location.

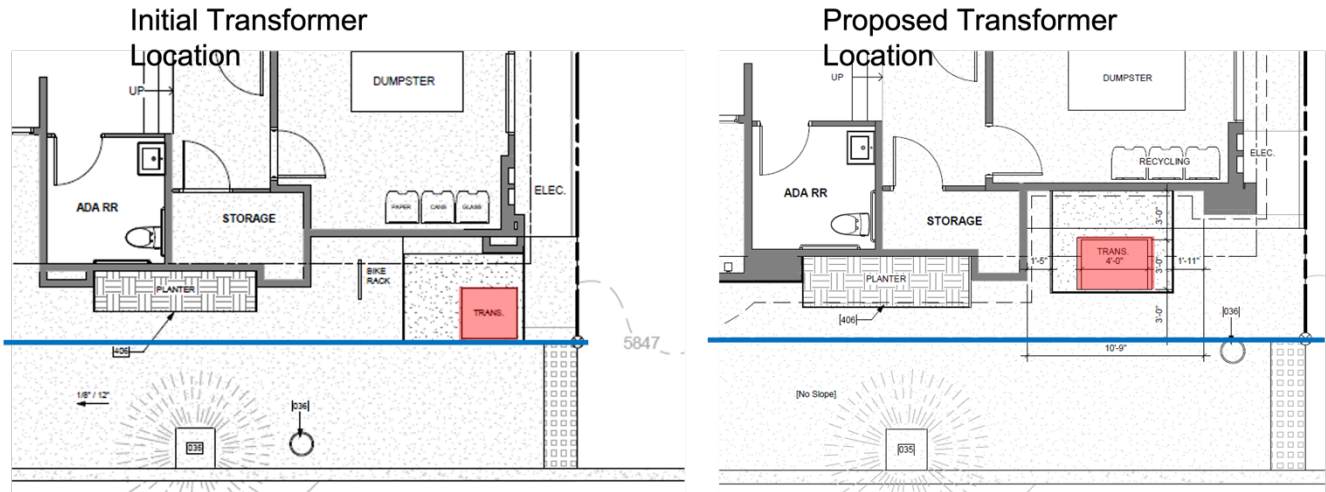


Staff is not supportive of the current location as it does not meet the criteria outlined above specific to screening. Staff also believes the location to be contradictory to the placement of transformers in recent projects within the downtown that have effectively screened transformers. Many projects place this equipment within the rear of the building, opposite pedestrian walkways, and concealed by the building or other substantial screening. Approval of this location would be a departure from what many projects in the community core have designed to and accommodated. The currently proposed location is an improvement from the initial application submittal; however, staff does not believe the placement and screening to be sufficient.

For context, during department review of the initial application, planning staff expressed concern that the location of the transformer did not meet setback and clearance requirements and was not fully screened from public view with the proposed metal screening. Staff recommended the applicant team evaluate relocation of the transformer to the northern property boundary to provide more separation and screening between the sidewalk and the equipment. Staff also recommended the applicant consider open tuck-under parking as that would allow for a more flexible use of the limited space off the alley. Enclosed garage space requires square foot allocation for walls, doors, access and circulation.

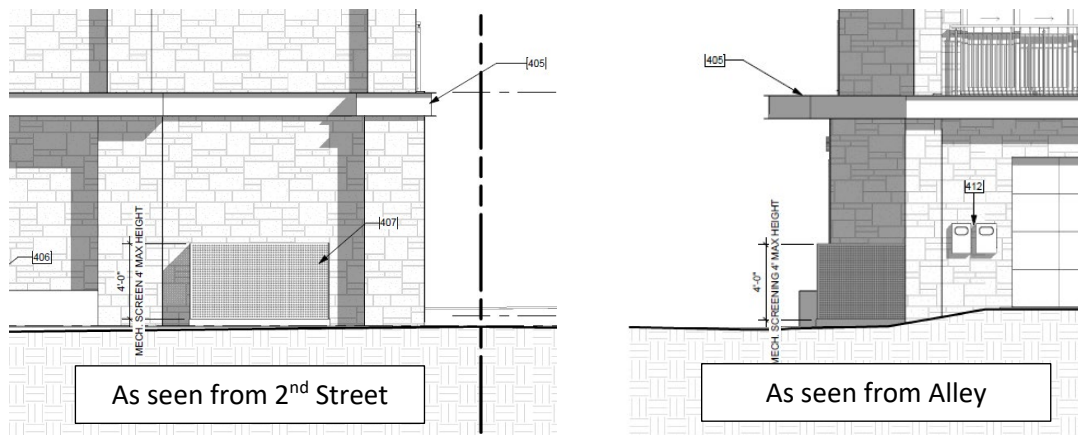
Upon resubmittal of the application materials, the applicant team made some changes to the transformer placement by setting it back to meet clearance requirements but did not move the transformer from the general location. The applicant represents that all options were evaluated and that no other location for the transformer is feasible based on clearance requirements, the applicant’s desire to have enclosed parking, and the constrained space allocated to various uses on the ground floor. Figure 3 below shows the initial transformer location on the left and the proposed transformer location on the right. The transformer is highlighted in red and the subject property boundary adjacent to the 2nd Street sidewalk is shown in blue.

Figure 3: Initial and Proposed Transformer Locations



The proposed screening is a 4-foot-high metal mesh panel as shown below in Figure 4 below.

Figure 4: Proposed Screening of Transformer



Staff believes the current location is preferable to the initial application, however, the transformer will still be visible by the public at all times of year due to the proximity to the public sidewalk. Staff also has concerns about the metal screening. This screening is seen in other areas of downtown with little practical success. Metal paneling is prone to freezing in the wintertime, causing Idaho Power to break the panels to get access to transformers. Often, repair of the screens by the property management or homeowner’s association takes an extended period of time resulting in either no screening, or broken screening that may obstruct alleys or sidewalks.

Staff believes that consistent application of the design review criteria is important as the city has made positive progress in the placement of equipment over the past couple of years from previous practice. If allowed to place the transformer in the proposed location, the project is setting an example that would be considered

acceptable to the city and will likely be employed on other projects. Based on these concerns, staff recommends the following alternatives to what is currently proposed:

- Evaluate the configuration of ground floor parking and uses to create an adequate space for the transformer in the rear of the property along the northern property boundary
- Screen the transformer with landscaping that will soften the aesthetic of the transformer and adequately screen the equipment year-round. Staff recommends shrubs rather than tall grasses as the grasses are cut down during the winter and will expose the equipment.

Activation of Ground Floor at Corner

Per Section 17.96.070.B.2, “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.” During department review, staff expressed concerns about the placement of the entrance to the basement residential unit and the recessed nature of the retail and residential entrance on 2nd Ave. Although the façade along the stairwell includes storefront type windows with associated landscape planters, the placement of the stairwell at the prominent corner of the building and the recessed nature of the main entrance takes away opportunities to maximize activation of the street along 2nd Street. On many corner lot developments in the downtown, the focus of activating the street should be at the corner with facades becoming less activated toward the alley where there is usually parking, utilities, trash, and other back of house uses. As shown in Figures 5 and 6 below, only a small portion of the 2nd Street façade will have activation at the street level adjacent to the sidewalk. Figure 5 is a plan view of the uses adjacent to the 2nd Street façade and Figure 6 shows how those uses translate to the building’s elevation. See the paragraph below for a description of the color coding.

Figure 5: 2nd Street Facade (plan view)

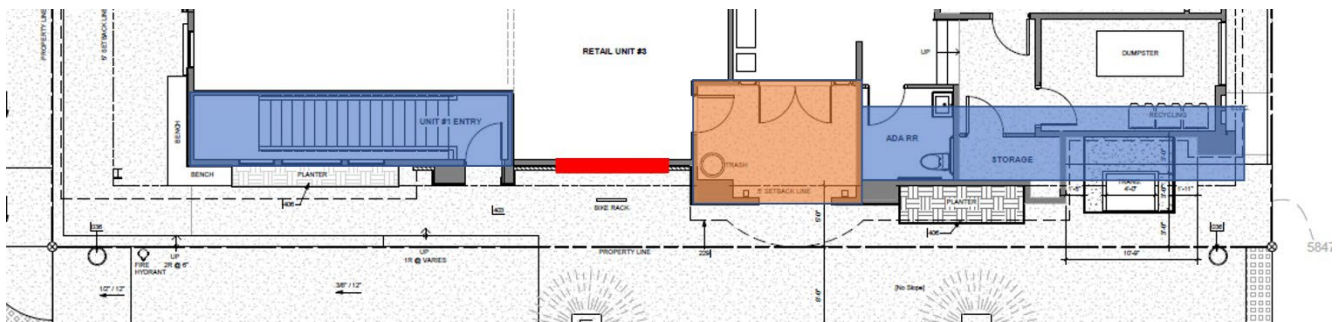


Figure 6: 2nd Street Facade (elevation)



The blue shading notates the stairwell to the basement on the corner and the back of house uses along the façade toward the alley. The orange notes the recessed entry to the building which includes a side entrance to the retail space and the primary entrance for the upper-level residential uses. The red line notates the portion of the façade with direct visibility into the retail space. The intent of the design review criteria is to ensure activation of the street by providing interest for pedestrians. Retail uses rely heavily on “window shopping” potential, which is not supported by the placement of the stairwell in its currently location. Staff recommended the applicant review alternative placement of the stairwell; however the applicant team

represents this is the best location for the purpose of bringing in natural light into the basement unit. The applicant also represents a desire to create a prominent entrance to the upper floor residential units that sets this portion of the building apart from the other uses.

Although staff understands these desires, staff believes the placement of these features diminishes the activation of the street and closes the building off from the pedestrian realm. Staff recommends the applicant consider the following alternatives:

- Relocate the stairwell to the basement residential unit to allow for full visibility of the retail space.
- Reduce the size of the recessed entry to allow for the relocation of the retail entrance to be placed directly onto 2nd Street.

Exposed Wall on North Facade

The north facade of the proposed building faces toward the Kneadery, adjacent to the VP Companies office and has a zero-foot setback from the property line. Section 17.96.070.B.1 states “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 façade”. Although this standard does not directly apply to this façade as it is not set back from the property line, the adjacent building is a one-story building with a pitched roof and has significant setbacks from property lines. Some vegetation is present, although sparse. As shown in the southwest perspective on Sheet A4.4, the north façade will be visible until redevelopment of the adjacent property. As shown in the renderings on Sheet A4.4 and elevation on Sheet A4.3, the development proposes some horizontal banding and a mural to add interest to the building and to reduce the perceived mass of the structure.

In general, staff believes the proposed development meets the design review criteria except for the placement of the transformer and potential activation of the 2nd Street facade. Staff requests the Commission review the proposed development and provide feedback to the applicant on the transformer location and 2nd Street activation.

IV. CONFORMANCE WITH SUBDIVISION STANDARDS

During Department Review, staff reviewed the preliminary plat application for conformance with KMC 16.04.030 – *Procedures for subdivision approval*, KMC 16.04.040 – *Development and Design*, and KMC 16.04.070 – *Condominiums*. Please see Attachment G for the review of all requirements and standards. Where “N/A” is checked, the standard is not applicable for one of three reasons:

- The standard applies to the creation of new subdivisions, not the subject property, which is an existing platted lot within the original Ketchum Townsite.
- The standard applies to action that shall be taken at the final plat stage of the process and this application is for a preliminary plat.
- Per provisions of the standard, the City Engineer has determined that the standard does not apply.

The alley between N Leadville Ave and East Ave meets the city’s minimum width requirement of 20 feet. The proposed building is set back 3 feet from the alley, allowing adequate turning movements for vehicles entering and exiting the enclosed garages. The development will reconstruct the alley as shown in the right-of-way improvements plan on Sheet C2.0 of Attachment B. Reconstruction of the alley will include regrading of the alley to meet slope requirements, address drainage issues for the length of the subject property, and tie into the existing sidewalk to the east across the alley.

Staff believes the proposed preliminary plat meets all the subdivision requirements and standards for a preliminary plat and condominium map.

V. STAFF RECOMMENDATION

Staff requests the Commission review the Design Review application and provided feedback to the applicant on the transformer location and the 2nd Street façade activation.

ATTACHMENTS:

- A. Application Materials – Design Review application and supplemental materials
- B. Application Materials - Design Review Plan Set
- C. Application Materials – Preliminary Plat application and supplemental materials
- D. Application Materials – Preliminary Plat Plan Set
- E. Zoning and Dimensional Standards Analysis
- F. Design Review Criteria Analysis
- G. Condominium Preliminary Plat Analysis
- H. Interim Ordinance Analysis – Information Only



City of Ketchum
Planning & Building

LOT 1, BLOCK 23 OF THE VILLAGE OF KETCHUM, BLAINE COUNTY,
IDAHO, ACCORDING TO THE
OFFICIAL PLAT THEREOF, RECORDED AS INSTRUMENT NO. 302967,
RECORDS OF BLAINE COUNTY, IDAHO

Design Review Application

OFFICIAL USE ONLY
File Number:
Date Received:
By:
Pre-Application Fee Paid:
Design Review Fee Paid:
Approved Date:
Denied Date:
By:
ADRE: Yes <input type="checkbox"/> No <input type="checkbox"/>

APPLICANT INFORMATION			
Project Name: The 208 - Mix-use (Residential & Retail)	Phone: 206.383.4526		
Owner: 755 South Broadway, LLC	Mailing Address: 2667 South Tacoma Way, Tacoma, WA 98409		
Email: jonathandesign0007@gmail.com	206.383.4526		
Project Representative: Jonathan Sherman	Phone: 208.726.0194		
Architect License Number: AR 1937	Mailing Address: 200 West River Street, Ketchum, ID 83340		
Medici Architects - Nicole Ramey	Suite: 301 or PO Box 6156, Ketchum, ID 83340		
Engineer of Record: Ellipse Engineering			
Email: sratterman@eeimt.com	Phone: 513.265.2869		
Engineer License Number: ID PE 16816 – Exp. 3/31/2023	Mailing Address: 365 NE Quimby Ave, Bend, OR 97701		
<i>All design review plans and drawings for public commercial projects, residential buildings containing more than four (4) dwelling units and development projects containing more than four (4) dwelling units shall be prepared by an Idaho licensed architect or an Idaho licensed engineer.</i>			
PROJECT INFORMATION			
Legal Land Description:	Lot1, block 23 of the village of Ketchum, Blaine county, Idaho.		
Street Address:	200 North Leadville Ave, Ketchum, ID 83340		
Lot Area (Square Feet):	5496.49 SF (.13 acre) - Site undeveloped		
Zoning District:	CC - Community Core		
Overlay District:	<input type="checkbox"/> Floodplain <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain		
Type of Construction:	<input checked="" type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Remodel <input type="checkbox"/> Other		
Anticipated Use:	Retail + Residential Number of Residential Units: 4		
TOTAL FLOOR AREA			
	Proposed	Existing	
Basements	2,797 Sq. Ft.	0 Sq. Ft.	
1 st Floor	3,906 Sq. Ft.	0 Sq. Ft.	
2 nd Floor	3,780 Sq. Ft.	0 Sq. Ft.	
3 rd Floor	3,733 Sq. Ft.	0 Sq. Ft.	
Mezzanine	0 Sq. Ft.	0 Sq. Ft.	
Total	14,216 Sq. Ft.	0 Sq. Ft.	
FLOOR AREA RATIO			
Community Core: 2.07	Tourist:	General Residential-High:	
BUILDING COVERAGE/OPEN SPACE			
Percent of Building Coverage: 71%			
DIMENSIONAL STANDARDS/PROPOSED SETBACKS			
Front: 10 feet	Side: Varies - average 5'-0"	Side: 0' - 3"	Rear: 3 feet
Building Height: 39' - 7" feet			
OFF STREET PARKING			
Parking Spaces Provided: 4 (ground level - closed garage)			
Curb Cut: 0 Sq. Ft.	%		
WATER SYSTEM			
<input checked="" type="checkbox"/> Municipal Service	<input type="checkbox"/> Ketchum Spring Water		

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.

Jonathan S. Sherman (JS SHERMAN, LLC)

05.26.2022

Signature of Owner/Representative

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

April 21, 2022

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

Re: 200 Leadville Ave N

To whom it may concern,

Please allow this letter to serve that Tim Pavolka and Jonathan Sherman have engaged in conversations with me regarding the above-mentioned site. The conversations have been to the following:

This site will provide enough space for dumpster(s) for garbage and cardboard & carts for recycling. There is enough space and access to service this dumpster adequately, utilizing a "Garbage Glider" as indicated on the enclosed plan and a portion of the alley. Should the owners choose only to have a dumpster for garbage and eliminate the cardboard; the scenario still works. Either scenario will only work with a mechanized mode of transporting the dumpster(s) to the alley for servicing. (Snow, Ice, Weight) The Dumpster will be transported to the alley for servicing as per the enclosed plan.

This site when finished as per the plans will satisfy any and all concerns for the safe and efficient removal of garbage. I would like to mention that this is an example of high-quality planning that will benefit the owner(s) of this site, building, 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. Tim Pavolka, Jonathan Sherman

.200 Leadville Ave N - 2



October 24, 2022



755 SOUTH BROADWAY A COI
755 SOUTH BROADWAY
DENVER, CO 80209

To whom it may concern,

Thank you for your inquiry about electrical service at 200 N LEADVILLE AVE
KETCHUM, ID 83340

The property is located within Idaho Power's service area in the state of Idaho

Idaho Power will provide electrical service to this location once any required easement or right of way are obtained by Idaho Power and/or the Customer, and in compliance with the statutes of the State of Idaho/Oregon and the Idaho Power tariffs on file with our regulators. Tariffs include the General Rules and Regulations that covers new service attachments and distribution line installations or alterations.

Idaho Power Company has reviewed the revised transformer location, still at the southeast property corner, but with additional clearance from back of sidewalk to transformer. There will be new underground power lines required to be installed in the public right of way to serve this single phase transformer.

The attached site plan dated 10_19_22 reflecting the revised transformer location.

Sincerely,

Cyndi Bradshaw

Cyndi Bradshaw
PO Box 3909
Hailey ID 83333

THE 208



NOTE: 3D RENDERINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY. NOT TO BE USED FOR CONSTRUCTION.

ZONING REQUIREMENTS

JURISDICTION: CITY OF KETCHUM, ID
ZONING: CC COMMUNITY CORE, SUBDISTRICT 2-MIXED USE
PARCEL ASSESSOR'S #: RPK00000230010
LOT SIZE: 5,504 SF = 0.13 ACRE

LEGAL DESCRIPTION:
 LOT 1, BLOCK 23 OF THE VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AS INSTRUMENT NO. 302967, RECORDS OF BLAINE COUNTY, IDAHO.

MAXIMUMS:
 MAX. FAR: 2.25 WITH INCLUSIONARY HOUSING INCENTIVE
 REFER TO SHEET A0.3
 MAX. BUILDING COVERAGE: 75% (SF)
 MAX. HEIGHT: 42' ABOVE ABE

SETBACKS:
 -FRONT AND STREET SIDE 5' AVERAGE
 -ADJACENT TO ALLEYWAY 3'
 -NON-HABITABLE STRUCTURES LOCATED ON BUILDING ROOF-TOPS 10'

CODE INFORMATION

ALL MATERIALS, WORKMANSHIP, DESIGN AND CONSTRUCTION SHALL CONFORM TO THE DRAWINGS, SPECIFICATIONS, AND THE FOLLOWING APPLICABLE CODES USED IN THIS DESIGN FOR CITY OF KETCHUM.

- 2018 INTERNATIONAL BUILDING CODE (IBC)
- 2018 INTERNATIONAL FIRE CODE
- 2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
- 2018 INTERNATIONAL FIRE CODE (IFC)
- 2018 CITY OF KETCHUM MUNICIPAL CODE
- 2018 INTERNATIONAL FUEL GAS CODE (IFGC)
- 2018 INTERNATIONAL MECHANICAL CODE (IMC)
- 2018 NATIONAL ELECTRIC CODE (NEC)
- 2018 IDAHO STATE PLUMBING CODE (ISPC)

ACCESSIBLE UNITS

PROJECT CONTAINS (4) UNITS TOTAL:
 (3)TYPE B UNITS PROVIDED, PER IBC CHAPTER 11

PARKING:
 RETAIL: EXEMPT LESS THAN 5,500 SF 0 SPACES
 RESIDENTIAL: 4 SPACES

INDEX OF DRAWINGS

A0.0 TITLE SHEET & SYMBOLS
CIVIL SHEET INDEX
 1 OF 4 PRELIMINARY PLAT
 2 OF 4 PRELIMINARY PLAT
 3 OF 4 PRELIMINARY PLAT
 4 OF 4 PRELIMINARY PLAT

C0.10 COVER SHEET
ALTA EXISTING SITE CONDITIONS
C1.00 SITE GEOMETRY PLAN
C2.00 SITE GRADING, DRAINAGE, AND UTILITY PLAN
C2.10 DETAIL SHEET
C2.11 DETAIL SHEET

LANDSCAPE SHEET INDEX

L1.00 LANDSCAPE SITE PLAN
L1.01 ROOFTOP LAYOUT PLAN

ARCHITECTURAL SHEET INDEX

A0.1 SITE PLAN
A0.3 DESIGN REVIEW FLOOR AREA DIAGRAM
A2.0 LOWER LEVEL PLAN
A2.1 1ST FLOOR PLAN
A2.2 2ND FLOOR PLAN
A3.0 ROOF PLAN
A4.0 ELEVATIONS
A4.1 ELEVATIONS
A4.2 ELEVATIONS
A4.3 ELEVATIONS
A4.4 PERSPECTIVES
A5.0 SECTION
A5.1 EXTERIAL MATERIALS
A5.2 EXTERIOR LIGHTING PLAN
A5.3 SPEC SHEET

ELECTRICAL SHEET INDEX

E0.1 PHOTOMETRIC LIGHTING
E0.2 SITE PHOTOMETRICS BUILDING

DESIGN REVIEW APPLICATION REQUIREMENTS

TITLE 17 - CHAPTER 17.96 DESIGN REVIEW:
 17.96.040.C.2.f. FLOOR PLAN. LIST GROSS AND NET SQUARE FOOTAGE FOR EACH FLOOR. LIST OCCUPANCY CLASSIFICATION AND TYPE OF CONSTRUCTION.

OCCUPANCY CLASSIFICATION:
 M MERCANTILE (RETAIL AREAS)
 R-2 RESIDENTIAL
 S-2 PARKING AREAS

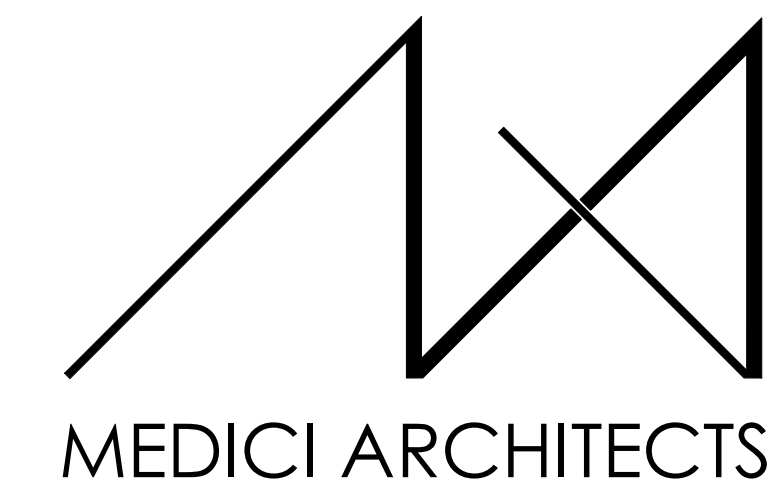
TYPE OF CONSTRUCTION:

V-B
 NOTE: METHOD FOR MEASURING FLOOR AREA (GROSS) PER CHAPTER 17.08 DEFINITIONS:
 THE SUM OF 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, AND 50 PERCENT OF ATRIUMS OVER 18 FEET PLATE HEIGHT, BUT NOT INCLUDING BASEMENTS, UNDERGROUND PARKING AREAS OR OPEN UNENCLOSED DECKS. PARKING AREAS COVERED BY A ROOF OR PORTION OF THE BUILDING AND ENCLOSED ON THREE OR MORE SIDES BY BUILDING WALLS ARE INCLUDED. FOUR PARKING STALLS FOR DEVELOPMENTS ON SINGLE KETCHUM TOWN SITE LOTS OF 5,600 SF IN SIZE OR LESS ARE NOT INCLUDED IN THE GROSS FLOOR AREA CALCULATION.

NOTE: METHOD FOR MEASURING FLOOR AREA (NET) PER CHAPTER 17.08 DEFINITIONS:
 THE SUM OF 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.

PROJECT DATA

PROJECT DESCRIPTION: NEW CONSTRUCTION OF MIXED USE AND COMMERCIAL BUILDING
OWNER: MICHAEL CARR
 2667 SOUTH TACOMA WAY
 TACOMA, WA 98409
 P:206.423.3121
 E:MIKEC@PERFORMANCERADIATOR.COM
ARCHITECT: MEDICI ARCHITECTS
 SHERMAN, JONATHAN
 200 WEST RIVER STREET #301
 KETCHUM, ID 83340
 P: 208.726.0194
 E: EMILY@MEDICIARCHITECTS.COM
DESIGNER: EXECUTIVE DESIGN SERVICES
 SHERMAN, JONATHAN
 FRIDAY HARBOR, WA 98250
 P:206.383.4526
 E:JONATHANDESIGN007@GMAIL.COM
CIVIL ENGINEER: GALENA ENGINEERING, INC
 317 N. RIVER STREET
 HAILEY, IDAHO 83333
 P: 208.788.1705
 E:GALENA@GALENA-ENGINEERING.COM
LANDSCAPE ARCHITECT: LYON LANDSCAPE ARCHITECTS
 126 SOUTH MAIN STREET, SUITE B1
 HAILEY, IDAHO 83333
 P:253.209.4053
 E:MOGHAN@LYONLA.COM
GENERAL CONTRACTOR: CONRAD BROTHERS
 105 LEWIS ST SUITE 101
 KETCHUM, IDAHO 83340
 P:208.309.1200
 E:PAUL@CONRADBROTHERSCONSTRUCTION.COM
ELECTRICAL ENGINEER: ABOSSEIN ENGINEERING
 18465 NE 68TH STREET #22
 REDMOND, WA 98052
 P:425.462.9441
 E:CSERVICE@ABOSSEIN.COM
CITY OF KETCHUM LIGHTING CONSULTANT: THE MH COMPANIES
 2995 N COLE RD SUITE 115
 BOISE, IDAHO 83704
 P:208.609.3722
 E:CARSON@MHLIGHTING.COM



11711 SE 8TH STREET SUITE 100
 BELLEVUE, WA 98005
 TEL: (425) 453-9298
 200 W. RIVER ST. SUITE 301
 KETCHUM, ID 83340
 TEL: (208) 726-0194

REGISTRATION:

LICENSED ARCHITECT AR 1937

Emily D. Buchwalter
 STATE OF IDAHO

INTAKE DATE: 10/12/22

REVISIONS: DATE:

NO.	DESCRIPTION	DATE

PROJECT / CLIENT:

THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM
 IDAHO, 83340
 PARCEL #RPK00000230010

SYMBOL LEGEND

ⓐ	GRID LINES	—	EXISTING WALL
①	PROJECT BASE POINT	—	EXISTING WALL TO DEMO
Ⓧ	REFERENCE ELEVATION POINT	—	2X WALLS
Ⓧ	PROPERTY CORNER	—	FOUNDATION WALL
Ⓧ	PROPERTY LINE	—	CONCRETE SURFACE
Ⓧ	CENTER LINE	—	CAST IN PLACE CONCRETE
T.O.W. 119.12'	TOP OF WALL ELEVATION	—	STRUCTURAL POST-SIZE AND TYPE PER STRUCTURAL PLAN
N 90°00'00" E Distance	PROPERTY LINE TAG	—	GAS OUTLET
Ⓧ	SECTIONS FOUND ON SHEET A101	—	GAS
Ⓧ	DETAIL SECTION FOUND ON SHEET A101	—	GAS METER
Ⓧ	INTERIOR ELEVATION FOUND ON SHEET A1.0	—	HOSE BIB
Ⓧ	METER	—	DOWNSPOUT
Ⓧ	ELECTRICAL METER	—	DS
Ⓧ	ELECTRICAL PANEL	—	METER
Ⓧ	EXIT DIRECTION	—	EP
Ⓧ	SMOKE DETECTOR	—	ELECTRICAL PANEL
Ⓧ	SMOKE & CARBON MONOXIDE DETECTOR	—	UNDISTURBED EARTH
Ⓧ	DOOR TAG NUMBER	—	COMPACTED FILL
Ⓧ	DOOR SIZE	—	GRAVEL
Ⓧ	WINDOWS TAG NUMBER	—	RIGID OR SPRAY INSULATION
Ⓧ	WHOLE HOUSE FAN CONTROL	—	BIBS BLOW-IN INSULATION
Ⓧ		—	STONE
Ⓧ		—	BATT INSULATION
Ⓧ		—	EXHAUST FAN
Ⓧ		—	VENT TO OUTSIDE
Ⓧ		—	WATER METER
Ⓧ		—	STEP DOWN / ELEVATION CHANGE
Ⓧ		—	KEY NOTES

ABBREVIATIONS

AFF	ABOVE FINISH FLOOR	PICT	PICTURE
A/C	AIR CONDITIONING	PLAM	PLASTIC LAMINATE
AHU	AIR HANDLING UNIT	PSF	POUNDS PER SQUARE FOOT
ALT	ALTERNATE	PSI	POUNDS PER SQUARE INCH
ALUM	ALUMINUM	PL	PROPERTY LINE
ANOD	ANODIZED	PNA	PROTECTED NATURAL AREA
BSMT	BASEMENT	QTY	QUANTITY
BLK	BLOCK	REF	REFRIGERATOR
BS	BOTH SIDES	REQD	REQUIRED
BLDG	BUILDING	REV	REVISION
CAB	CABINET	R	RISER
CB	CATCH BASIN	RM	ROOM
CLG	CEILING	RO	ROUGH OPENING
CLR	CLEAR	SG	SAFETY GLASS
CL	CLOSET	SM	SMILAR
CONC	CONCRETE	SH	SINGLE HUNG
CMU	CONCRETE MASONRY UNIT	SOG	SLAB ON GRADE
CONT	CONTINUOUS	SPEC	SPECIFICATION
CJ	CONTROL JOINT	SF	SQUARE FOOT
CPT	CARPET	SS	STAINLESS STEEL
CSMT	CASSEMENT	STD	STANDARD
CF	CUBIC FOOT	STL	STEEL
DIA	DIAMETER	STOR	STORAGE
DBH	DIAMETER BREST HEIGHT	S2	STORM DRAIN
DIM	DIMENSION	SUP	SUPPLEMENTAL
DW	DISHWASHER	TV	TELEVISION
DH	DOUBLE HUNG	TEMP	TEMPORARY
DN	DOWN	TP	TOILET PAPER DISPENSER
DS	DOWNSPOUT	T&G	TONGUE & GROOVE
D	DRYER	TO	TOP OF
EA	EACH	TOW	TOP OF WALL
ELEC	ELECTRICAL PANEL	TB	TOWEL BAR
EP	ELECTRICAL PANEL	T	TREAD
ELEV	ELEVATOR	TPZ	TREE PROTECTION ZONE
EQ	EQUAL	TYP	TYPICAL
EXT	EXTERIOR	UNO	UNLESS NOTED OTHERWISE
EXIST	EXISTING	VB	VAPOR BARRIER
FFE	FINISH FLOOR ELEVATION	VTOS	VENT TO OUTSIDE
FRD	FIRE RATE DOOR	VF	VERIFY IN FIELD
FRW	FIRE RATE WINDOW	VF	VERTICAL
FXD	FIXED	VC	VERTICAL GRAIN
FXT	FIXTURE	WC	WATER CLOSET
FAR	FLOOR AREA RATIO	WH	WATER HEATER
FTG	FOOTING	WRB	WATER RESISTANT BARRIER
FAU	FORCED AIR UNIT	W	WASHER
FDN	FOUNDATION	WHF	WHOLE HOUSE FAN
FURN	FURNACE	W	WINDOW
GFA	GROSS FLOOR AREA	WI	WITH
HWD	HARDWOOD	W/O	WITHOUT
HDR	HEADER	WP	WATER PROOFING
HVAC	HEATING, VENTILATION & A/C	YD	YARD
HT	HEIGHT		
HRZ	HORIZONTAL		
HR	HOUR		
INCL	INCLUDE (ED/ING)		
INT	INTERIOR		
LED	LIGHT EMITTING DIODE		
LOD	LIMIT OF DISTURBANCE		
LF	LINEAR FEET		
MANUF	MANUFACTURER		
MAX	MAXIMUM		
MECH	MECHANICAL		
MED	MEDIUM		
MIN	MINIMUM		
MISC	MISCELLANEOUS		
NIC	NOT IN CONTRACT		
NTS	NOT TO SCALE		
NO	NUMBER		
OC	ON CENTER		
PERF	PERFORATED		

DRAWING NAME:

TITLE SHEET

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

This drawing is the exclusive property of MEDICI ARCHITECTS, and can be reproduced only with the permission of the Architect. Variations and modifications to work shown on this drawing shall not be carried out without written permission from the Architect.

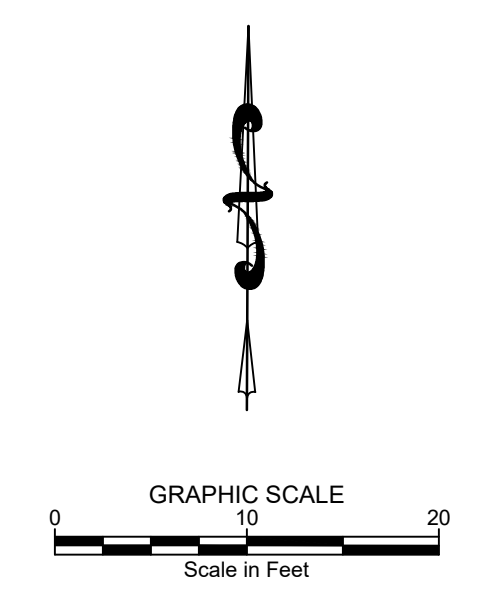
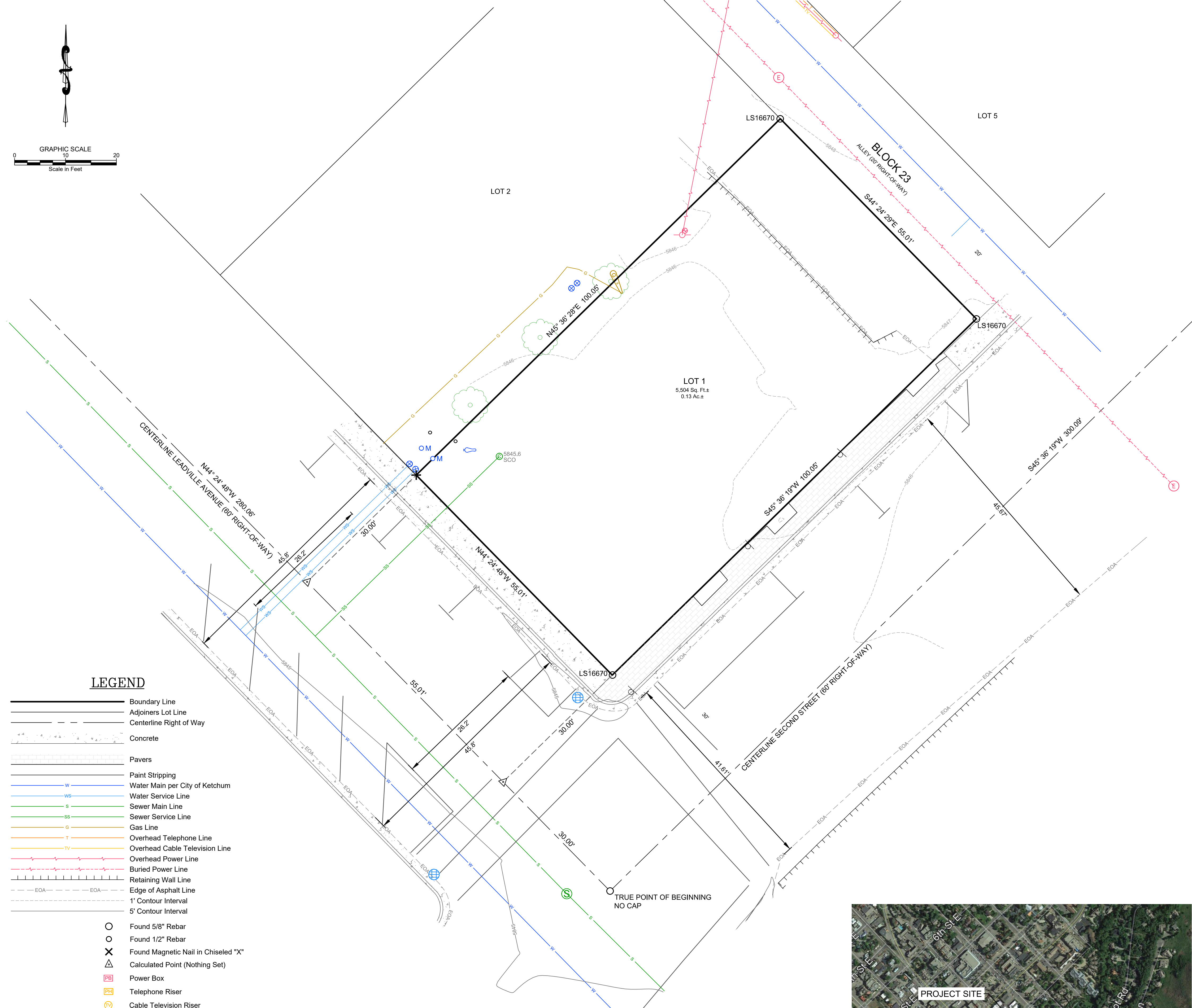
APPROVED FOR CONSTRUCTION:

PROJECT No.: A21-198

DATE: 11/10/2022
 4:03:22 PM

PLOT SCALE: 1:1

A0.0



- LEGEND**
- Boundary Line
 - Adjoiners Lot Line
 - Centerline Right of Way
 - Concrete
 - Pavers
 - Paint Stripping
 - Water Main per City of Ketchum
 - Water Service Line
 - Sewer Main Line
 - Sewer Service Line
 - Gas Line
 - Overhead Telephone Line
 - Overhead Cable Television Line
 - Overhead Power Line
 - Buried Power Line
 - Retaining Wall Line
 - Edge of Asphalt Line
 - 1' Contour Interval
 - 5' Contour Interval
 - Found 5/8" Rebar
 - Found 1/2" Rebar
 - Found Magnetic Nail in Chiseled "X"
 - Calculated Point (Nothing Set)
 - Power Box
 - Telephone Riser
 - Cable Television Riser
 - Sewer Manhole
 - Fire Hydrant
 - Water Valve
 - Catch Basin
 - Sign
 - Power Pole
 - Power Meter
 - Power Manhole
 - Gas Marker
 - Deciduous Tree

LEGAL DESCRIPTIONS PER TITLE REPORT
 LOT 1, BLOCK 23 OF THE VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AS INSTRUMENT NO. 302967, RECORDS OF BLAINE COUNTY, IDAHO.

PROPERTY ADDRESS PER TITLE REPORT
 200 N. LEADVILLE, KETCHUM, IDAHO 83340

PROJECT NUMBER
 7000-02



VICINITY MAP
 SCALE: 1" = 500'

SURVEY NARRATIVE & NOTES

1. Galena Engineering, Inc. makes no representations as to the existence of any other record documents that may affect this parcel other than those shown in the exceptions of Schedule B-2 as shown hereon.
2. The purpose of this survey is to show the monuments found during the boundary retracement of Lot 1, Block 23, Ketchum Townsite. The boundary shown is based on found lot corner monuments and the Amended Record of Survey of Lot 1, Block 23, Ketchum Townsite, Instrument Number 682212, records of Blaine County, Idaho. All found monuments have been accepted. As listed in the Survey Narrative & Notes on said Record of Survey and previously recorded survey under Instrument Number 673065, the missing lot corner monuments were set by block breakdown and proportioning record distances. Vertical Datum is NAVD 1988. Additional documents used in the course of this survey include the plat of the Village of Ketchum, Instrument Number 302967, records of Blaine County, Idaho.
3. The bearings and distances shown are measured. Refer to the above referenced documents for previous record information.
4. This map makes no assumptions as to any unwritten rights that may exist by and between the adjoining land owners.
5. The Surveyor did not abstract property. Survey is based on the Legal Description above.
6. Nothing in this survey is intended to express an opinion regarding ownership or title.
7. The word "Certify" is understood to be an expression of Professional judgement by the surveyor, which is based on his best knowledge, information and belief.
8. This survey is certified for this transaction only.
9. The findings and opinions of Galena Engineering, Inc., reflected hereon are privileged, confidential and intended for the use of the individual or entity for whom the work was prepared, it is understood that the use of, reliance on, or reproduction of same, in whole or in part, by others without the express written consent of Galena Engineering, Inc., is prohibited and without warranty, express or implied. Galena Engineering, Inc., shall be held harmless against damages or expenses resulting from such unauthorized use, reliance or reproduction. Copyright 2021. All rights reserved.
10. Utility locations shown hereon are based on above ground appurtenances, City of Ketchum utility maps, and Magic Valley Utility Locating. Digline services should be called prior to any excavation.
11. Evidence of earth moving work was observed in the process of conducting the fieldwork. A building within the property was demolished in October of 2020. It appears that utility services have been installed within the last few months, however, the specific date is unknown. No evidence of building construction was observed in the process of conducting the fieldwork.
12. No markers indicating a field delineation of wetlands by a qualified specialist were observed in the process of conducting the fieldwork.
13. No evidence of cemeteries or burial grounds were observed during the course of the survey work.
14. The property has access along N. Leadville Avenue, Second Street, and the Alley within Block 23. There are currently no curb cuts along N. Leadville and 2nd Street and the main access is from the alley. Approximate pavement widths are shown hereon.
15. No Delineated parking spaces currently exist on the site. There are 2 parking spaces within the Leadville Road Right of Way and 2 parking spaces within the 2nd Street Right of Way and are shown hereon.
16. At the time of this survey there is no evidence of recent street or sidewalk construction or repairs.
17. The current Zoning is CC Community Core, Subdistrict 2-Mixed Use. No zoning report or letter was provided to the surveyor by the client.
18. The property described hereon is the same as the property described in the title policy provided by TitleOneCorporation dba Sun Valley Title, authorized agent for Steward Title Guaranty Company, issuing office file number 20378964, commitment date of August 31, 2020, and that all easements, covenants and restrictions referenced in said title commitment are apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property.
19. No visible evidence of the location of any underground or above ground storage tanks, wells, railroad tracks, spur tracks or sidings were observed during the course of the survey work.
20. During the course of this survey, it was observed that the water valve for the water service to Lot 1 is within Lot 2 as shown hereon. Additionally, it has been observed that the gas service line for Lot 1 is within Lot 2 as shown hereon and the overhead power line to Lot 1 also passes over Lot 2 as shown hereon.

TITLE INFORMATION AND LIST OF EXCEPTIONS

This survey does not constitute a title search by the Surveyor. All information regarding record easements and other documents that might affect the quality of title to parcel shown hereon was gained from issuing office file number 20378964, issued by TitleOneCorporation dba Sun Valley Title, authorized agent for Steward Title Guaranty Company, commitment date of August 31, 2020.

The following exceptions are per title policy provided by TitleOneCorporation dba Sun Valley Title, issuing office file number 20378964, Commitment Date: August 31, 2020, Schedule B, Part II Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met. - AFFECTS PROPERTY, NOT PLOTTABLE.
2. Rights or claims of parties in possession not shown by the public records. - AFFECTS PROPERTY, NOT PLOTTABLE. NOT OBSERVED WITHIN SURVEYED BOUNDARY AT TIME OF SURVEY.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records. - AFFECTS PROPERTY, NOT PLOTTABLE. NOT OBSERVED WITHIN SURVEYED BOUNDARY AT TIME OF SURVEY.
4. Easements, or claims of easements, not shown by the public records. - AFFECTS PROPERTY, NOT PLOTTABLE.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records. - AFFECTS PROPERTY, NOT PLOTTABLE.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records. - AFFECTS PROPERTY, NOT PLOTTABLE. NOT OBSERVED WITHIN SURVEYED BOUNDARY AT TIME OF SURVEY.
7. Taxes or special 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. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records. - AFFECTS PROPERTY, NOT PLOTTABLE.
8. Taxes for the year 2019 are paid in full.
 Parcel Number: RPK00000230010
 Original Amount: \$5,449.28
 Without homeowner's exemption - AFFECTS PROPERTY, NOT PLOTTABLE.
9. Taxes, including any assessments collected therewith, for the year 2020 which are a lien not yet due and payable - AFFECTS PROPERTY, NOT PLOTTABLE.
10. Water and sewer charges, if any, for the City of Ketchum - AFFECTS PROPERTY, NOT PLOTTABLE.
11. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite. - AFFECTS PROPERTY, NOT PLOTTABLE.
12. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded April 12, 1937 as Instrument No. 75052. - AFFECTS PROPERTY, NOT PLOTTABLE.
13. 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. - AFFECTS PROPERTY, NOT PLOTTABLE.

SURVEY CERTIFICATION:

To: 755 S Broadway LLC

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 8, 11, and 14 of Table A thereof. The field work was completed on 04/10/2021.

Date of Map: 05/04/2021
 Mark E. Phillips
 Professional Land Surveyor No. 16670
 State of Idaho



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

AN ALTANSPS LAND TITLE SURVEY SHOWING
LOT 1, BLOCK 23, KETCHUM TOWNSITE
 LOCATED WITHIN SECTION 18, T. 4N., R. 18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PROJECT INFORMATION
 P:\sd\proj\7000-02\mg\Boundary-Plat\7000-02ALTA.dwg 04/29/21 11:11:11 AM
 PREPARED FOR TIM PAVOLKA

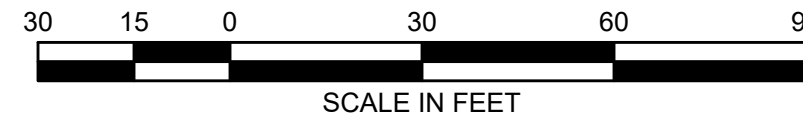
MEP DRAWN BY
 SMF CHECKED BY

GALENA
 ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 317 N. River Street
 Hailey, Idaho 83433
 (208) 788-1705
 email galena@galena-engineering.com

PURPOSE:	NO.	DATE	BY	REVISIONS

ALTA

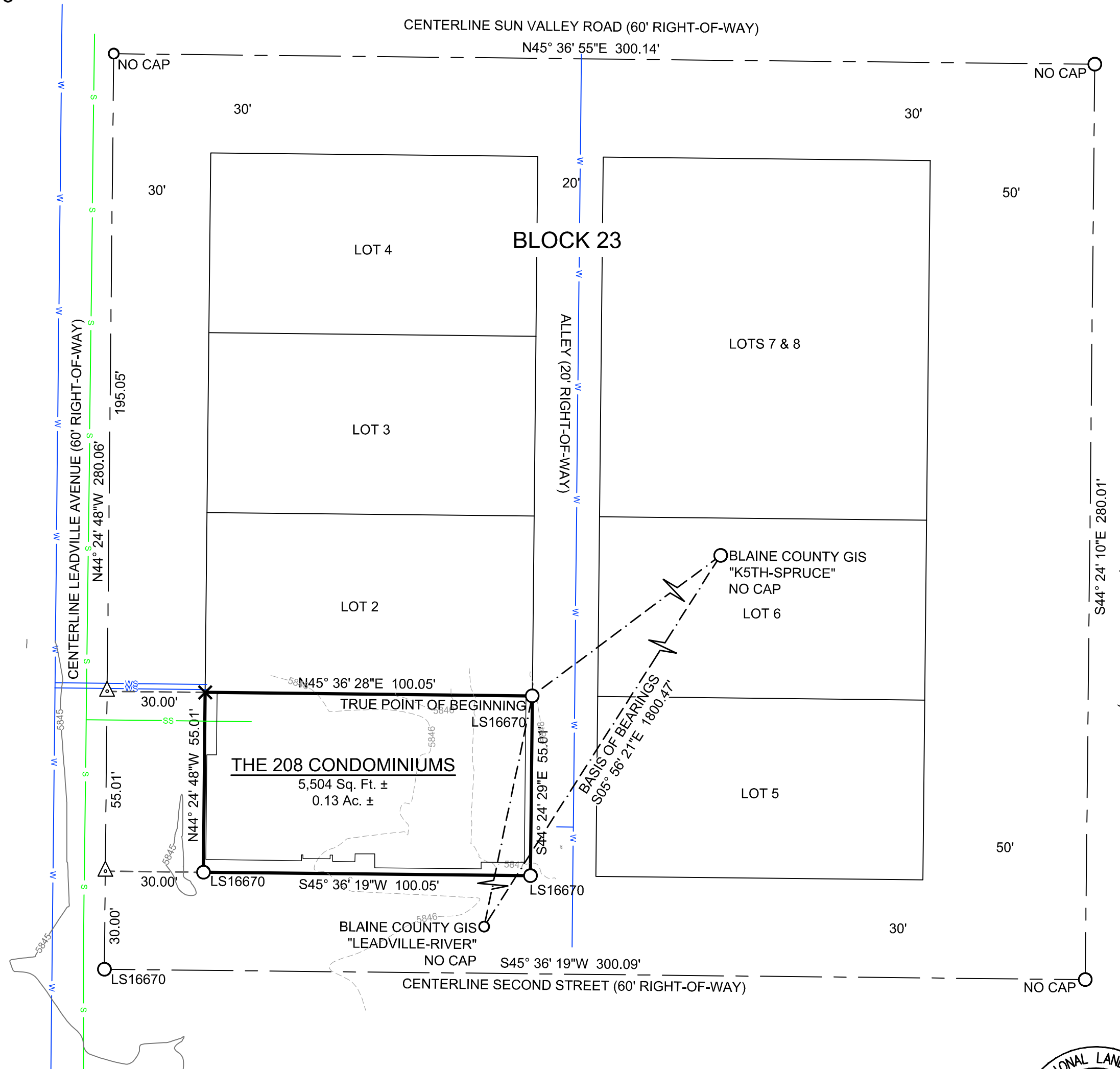
A PRELIMINARY CONDOMINIUM PLAT SHOWING
THE 208 CONDOMINIUMS
 WHEREIN LOT 1, BLOCK 23, KETCHUM TOWNSITE IS CONVERTED INTO CONDOMINIUMS
 LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 NOVEMBER 2022



LEGEND

	Property Line
	Adjoiner's Lot Line
	Centerline of Right of Way
	Building Footprint
	GIS Tie Line
	Survey Tie Line
	Water Main
	Water Service Line
	Sewer Main Line
	Sewer Service Line
	5' Contour Interval
	1' Contour Interval
	Found 5/8" Rebar
	Found 1/2" Rebar
	Found Magnetic Nail & Chiseled X
	Calculated Point, Nothing Set

SCALE: 1" = 30'



SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found during the boundary retracement of Lot 1, Block 23, Ketchum Townsite and to condominiumize said property as shown hereon. The boundary shown is based on found centerline monumentation, the Amended Record of Survey of Lot 1, Block 23, Ketchum Townsite, Instrument Number 682212, and the Official Map of the Village of Ketchum, Instrument No. 302967, both records of Blaine County, Idaho. All found monuments have been accepted. An additional document used in the course of this survey is the Record of Survey of Lot 1, Block 23, Ketchum Townsite, Instrument Number 673065, records of Blaine County, Idaho.
- 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.
- A Title Commitment for the property has been issued by Stewart Title Guaranty Company, File Number 20378964, with a Date of Policy of August 31, 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. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired.
- Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling; vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
- 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.
- The current zoning is CC - Mixed Use. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
- The owner of Lot 1 is 755 S Broadway LLC., 2667 S Tacoma Way, Tacoma, Washington 98409. The surveyor/representative is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.

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

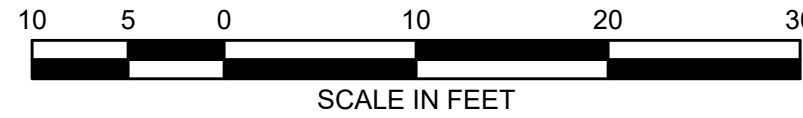
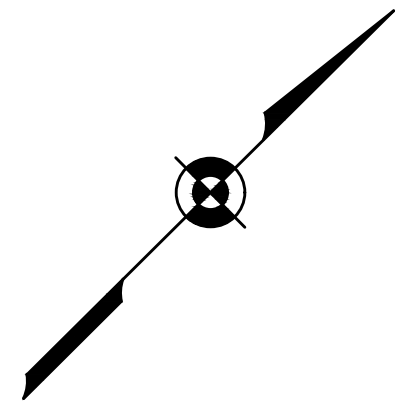
THE 208
 CONDOMINIUMS

GALENA ENGINEERING, INC.
 HAILEY, IDAHO

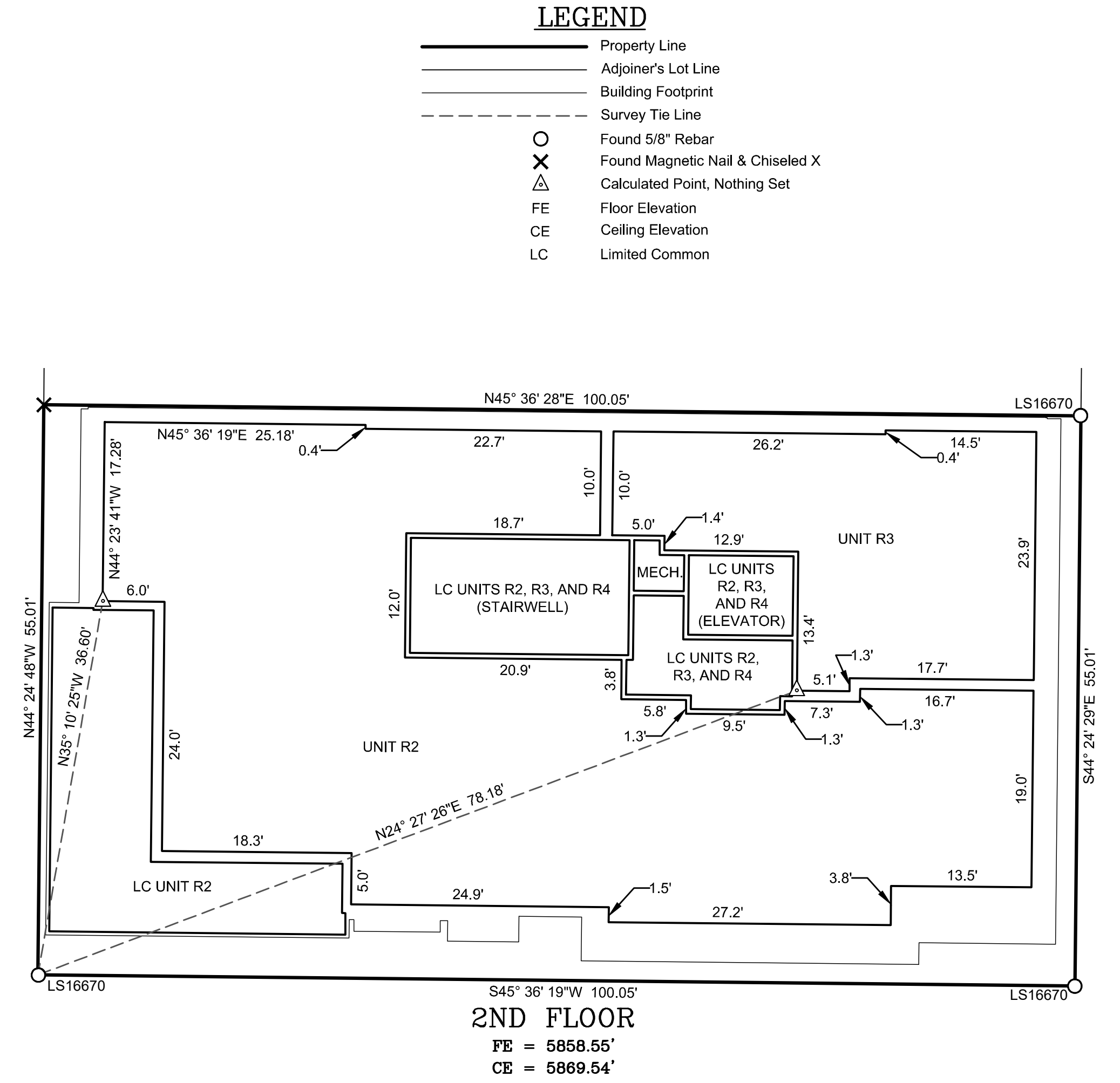
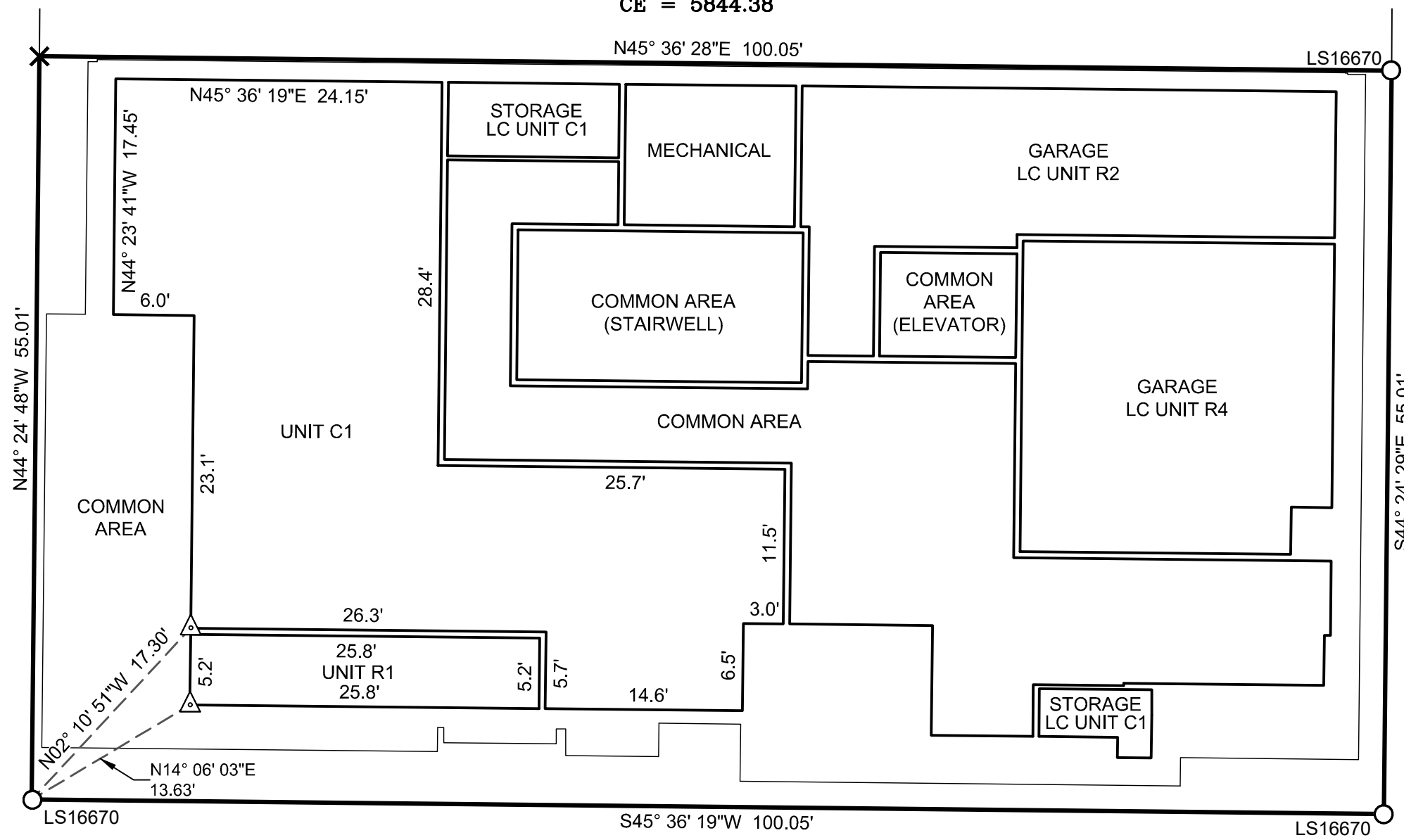
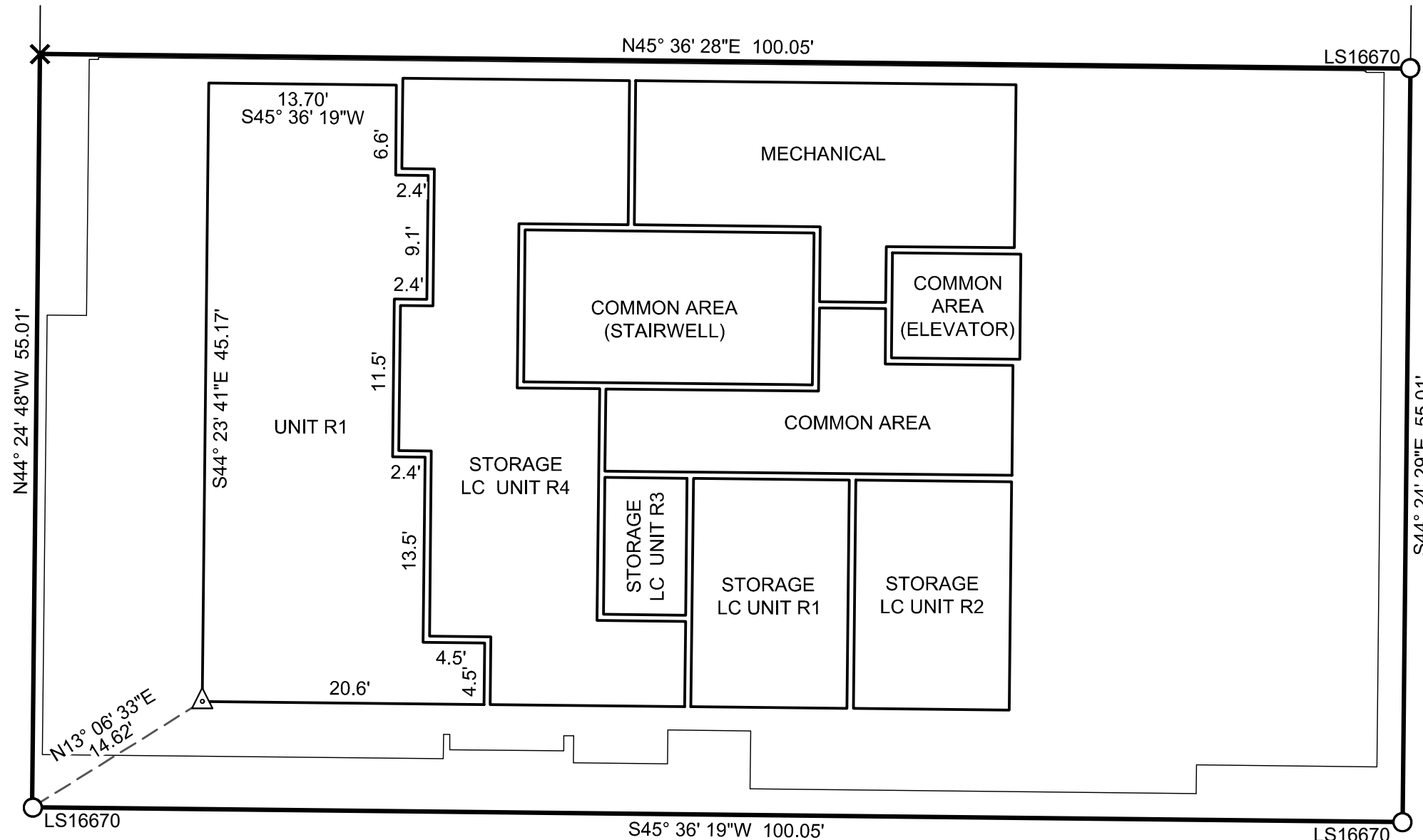
1 OF 4
 Job No. 7000-03

A PRELIMINARY CONDOMINIUM PLAT SHOWING THE 208 CONDOMINIUMS

WHEREIN LOT 1, BLOCK 23, KETCHUM TOWNSITE IS CONVERTED INTO CONDOMINIUMS
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
NOVEMBER 2022

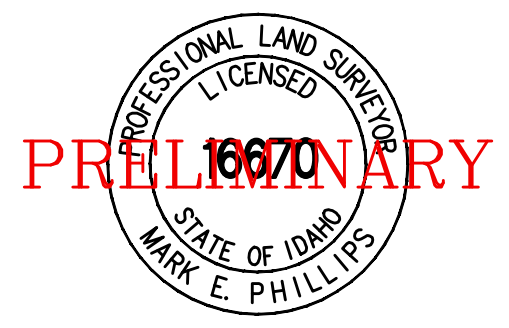


SCALE: 1" = 10'



LEGEND

- Property Line
- Adjoiner's Lot Line
- Building Footprint
- - - Survey Tie Line
- Found 5/8" Rebar
- ✕ Found Magnetic Nail & Chiseled X
- △ Calculated Point, Nothing Set
- FE Floor Elevation
- CE Ceiling Elevation
- LC Limited Common



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

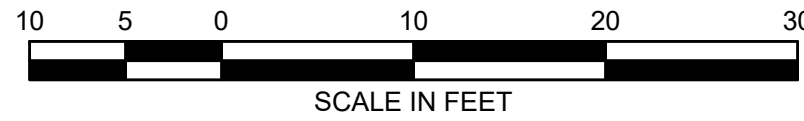
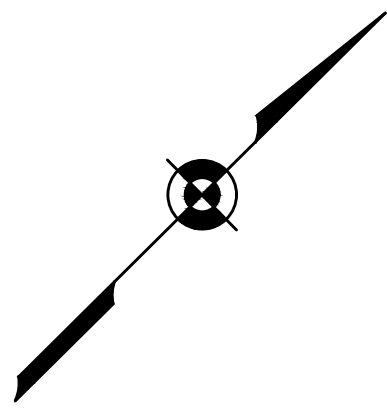
THE 208
CONDOMINIUMS

GALENA ENGINEERING, INC.
HAILEY, IDAHO

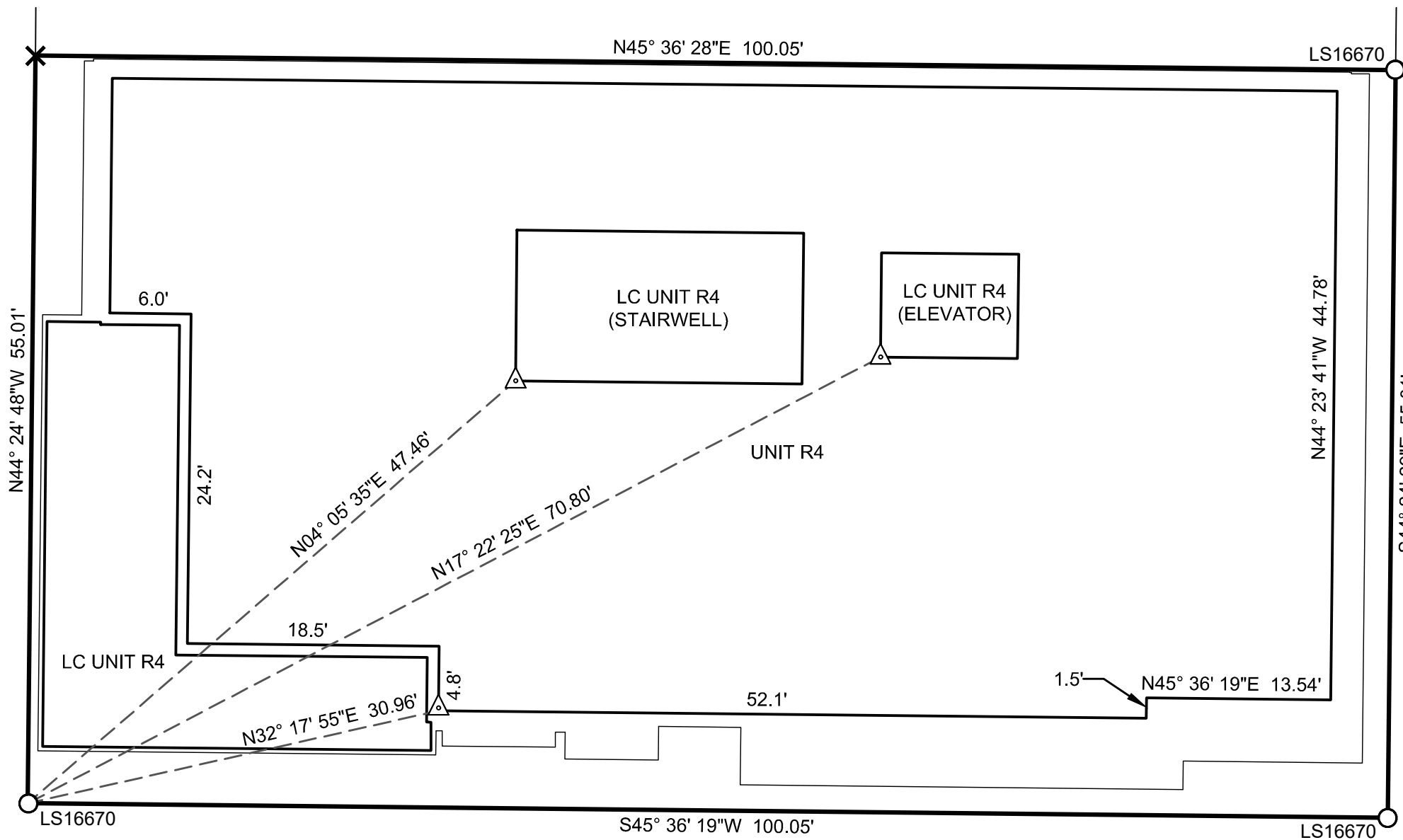
2 OF 4
Job No. 7000-03

A PRELIMINARY CONDOMINIUM PLAT SHOWING THE 208 CONDOMINIUMS

WHEREIN LOT 1, BLOCK 23, KETCHUM TOWNSITE IS CONVERTED INTO CONDOMINIUMS
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
NOVEMBER 2022

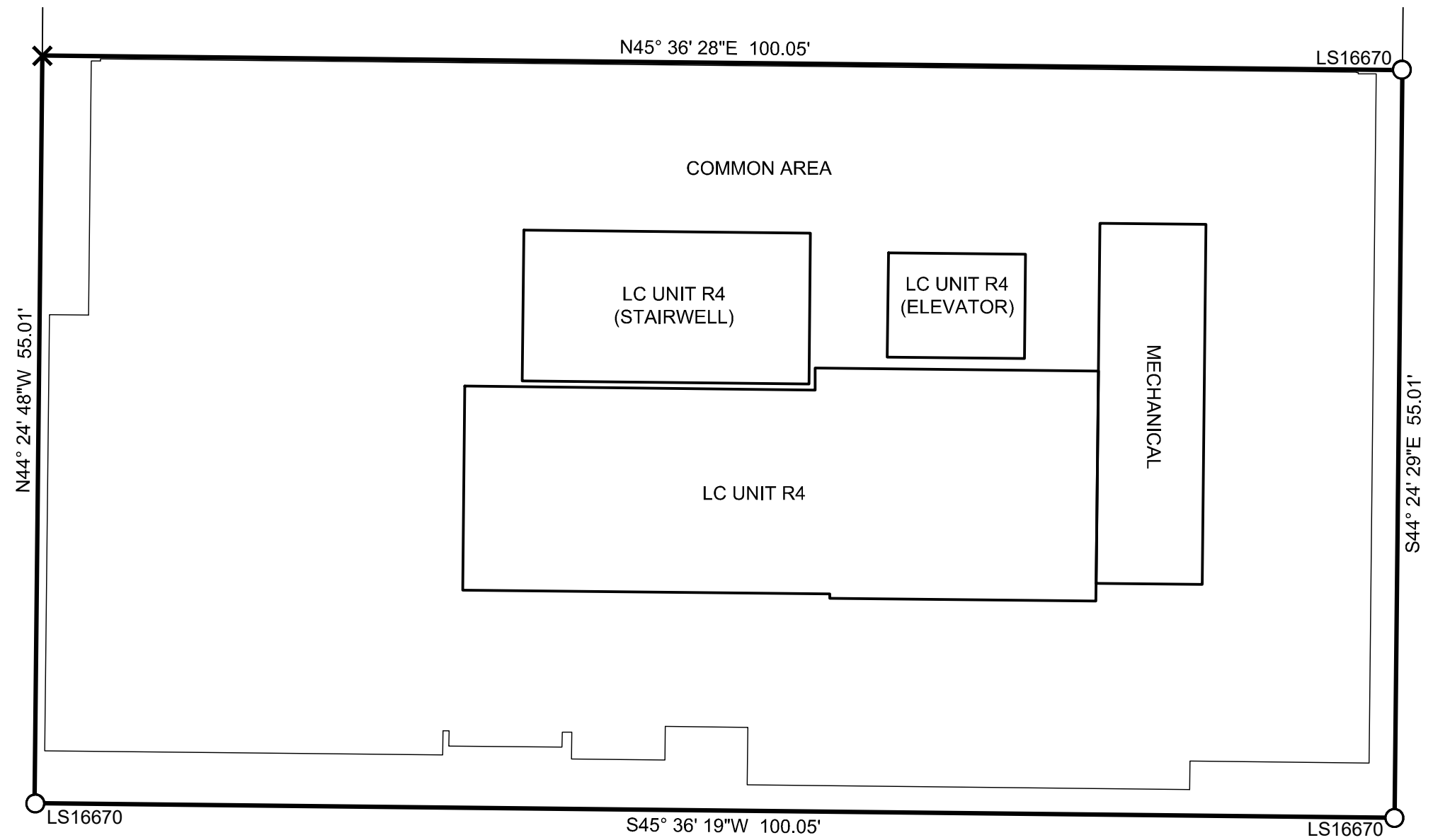


SCALE: 1" = 10'



3RD FLOOR

FE = 5871.38'
CE = 5884.00'



ROOF

FE = 5885.84'

LEGEND

- Property Line
- Adjoiner's Lot Line
- Building Footprint
- Survey Tie Line
- Found 5/8" Rebar
- Found Magnetic Nail & Chiseled X
- Calculated Point, Nothing Set
- FE Floor Elevation
- CE Ceiling Elevation
- LC Limited Common



VICINITY MAP
NOT TO SCALE



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

THE 208
CONDOMINIUMS

GALENA ENGINEERING, INC.
HAILEY, IDAHO

3 OF 4
Job No. 7000-03

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned are the owners in fee simple of the following described condominium property:

A parcel of land located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lot 1, Block 23, 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 units within this condominium 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 owners to hereby include said condominium property in this plat.

755 S. Broadway LLC, An Idaho Limited Liability Company

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared 755 S. Broadway LLC, known or identified to me to be the manager of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

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

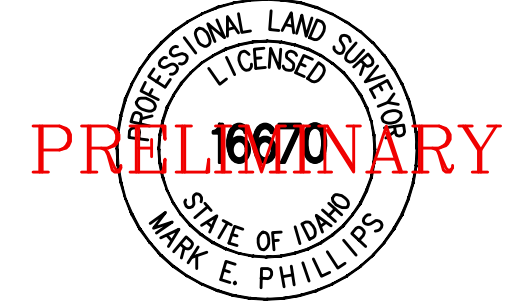
PROJECT ENGINEER'S CERTIFICATE

I, the undersigned, project engineer for 208 Condominiums, certify that the subdivision is in accordance with the City of Ketchum Subdivision standards.

Jeff C. Loomis, PE 7986, Galena Engineering, INC

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 _____, 2022, this plat was duly accepted and approved.

Trent Donat, 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 _____, 2022, 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 _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Morgan Landers, 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 208
CONDOMINIUMS

GALENA ENGINEERING, INC.
HAILEY, IDAHO

4 OF 4
Job No. 7000-03

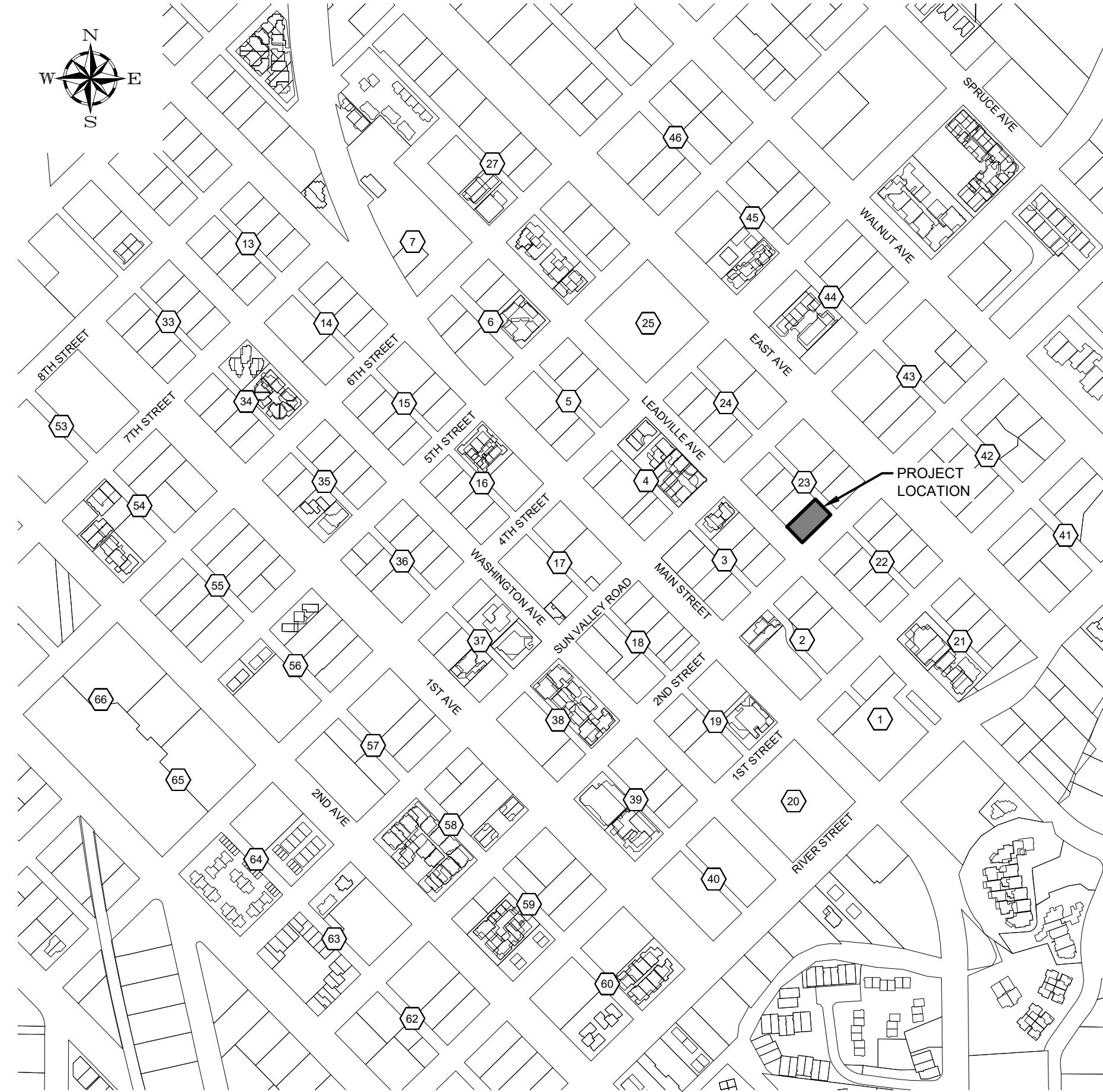
200 N. LEADVILLE AVENUE - THE 208 BUILDING

KETCHUM, IDAHO

OCTOBER 2022

CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS," THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPMC), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPMC ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
- CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSINSF STD. 61 COMPLIANT.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
- THE CONTRACTOR SHALL USE ANSINSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
- CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPMC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPMC SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPMC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPMC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPMC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPMC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPMC SECTION 805.
- ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL CONCRETE FORM WORK SHALL CONFORM TO ISPMC SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPMC SECTION 703, TABLE 1.C.
- ALL TRENCHING SHALL CONFORM TO ISPMC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- TOPOGRAPHIC, SITE, AND BOUNDARY SURVEYS SHOWN HEREON WERE CONDUCTED BY GALENA ENGINEERING, INC., 5/04/2021. REFER TO TOPOGRAPHIC MAP FOR NOTES.
- PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.



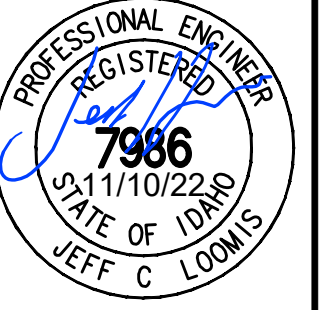
SHEET INDEX

SHEET#	DESCRIPTION
C0.10	COVER SHEET
ALTA	EXISTING SITE CONDITIONS
C1.00	SITE GEOMETRY PLAN
C2.00	SITE GRADING, DRAINAGE, AND UTILITY PLAN
C2.10	DETAIL SHEET
C2.11	DETAIL SHEET

SITE IMPROVEMENT PLAN
200 N. LEADVILLE AVENUE
THE 208 BUILDING

LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR JONATHAN SHERMAN, J. S. SHERMAN, LLC

PROJECT INFORMATION
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DESIGNED BY _____
 CT
 DRAWN BY _____
 JCL
 CHECKED BY _____

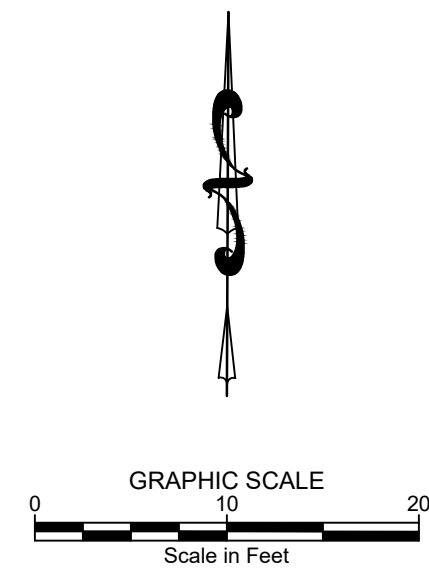
GALENA
ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 317 N. River Street
 Hailey, Idaho 83433
 (208) 788-1705
 email: galena@galena-engineering.com

PURPOSE: ISSUE FOR BUILDING PERMIT (10/11/2022)

NO.	DATE	BY	REVISIONS

C0.10

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extensions of this project except by agreement in writing with Galeana Engineering, Inc.

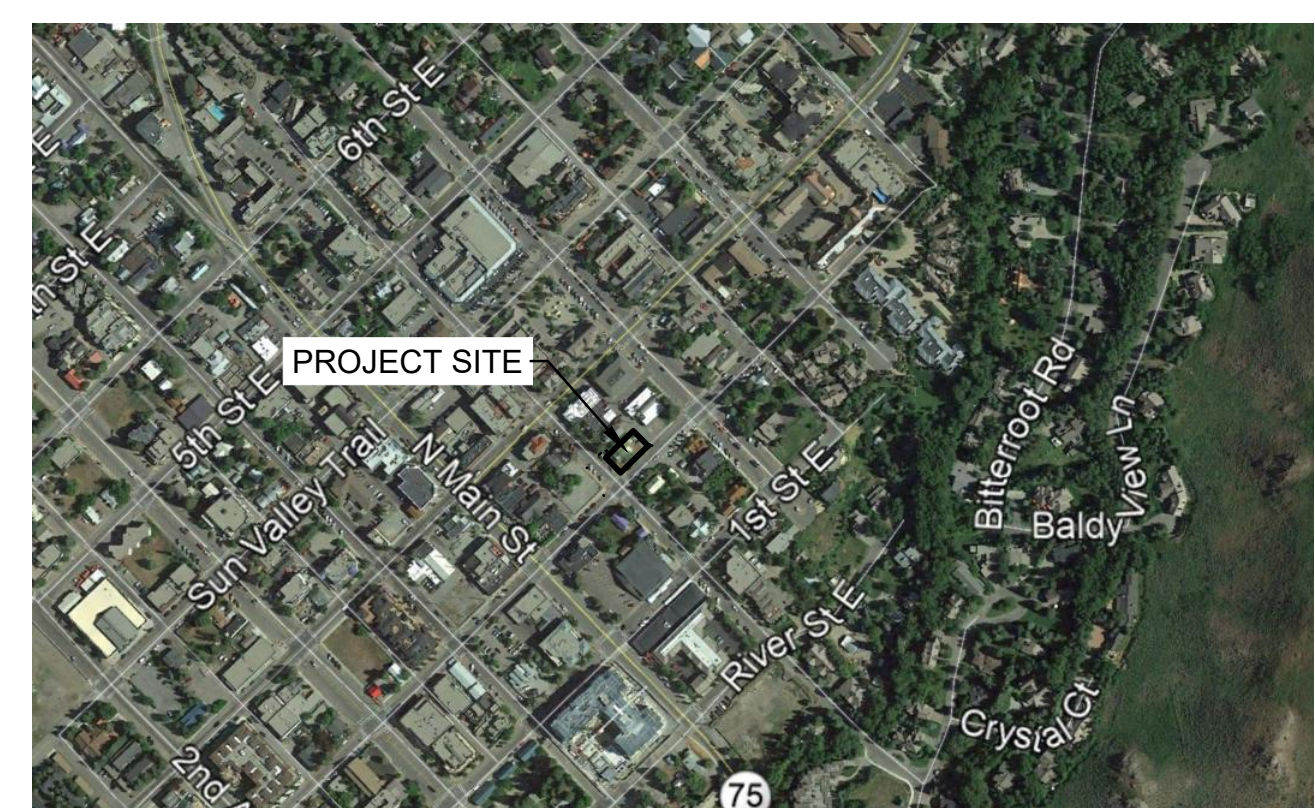


- LEGEND**
- Boundary Line
 - Adjainers Lot Line
 - - - Centerline Right of Way
 - ▨ Concrete
 - ▨ Pavers
 - Paint Stripping
 - W Water Main per City of Ketchum
 - WS Water Service Line
 - S Sewer Main Line
 - SS Sewer Service Line
 - G Gas Line
 - T Overhead Telephone Line
 - TV Overhead Cable Television Line
 - Overhead Power Line
 - Buried Power Line
 - Retaining Wall Line
 - EOA Edge of Asphalt Line
 - 1' Contour Interval
 - 5' Contour Interval
 - Found 5/8" Rebar
 - Found 1/2" Rebar
 - ✕ Found Magnetic Nail in Chiseled "X"
 - △ Calculated Point (Nothing Set)
 - Power Box
 - Telephone Riser
 - Cable Television Riser
 - Sewer Manhole
 - Fire Hydrant
 - Water Valve
 - Catch Basin
 - Sign
 - Power Pole
 - Power Meter
 - Power Manhole
 - Gas Marker
 - Deciduous Tree

LEGAL DESCRIPTIONS PER TITLE REPORT
 LOT 1, BLOCK 23 OF THE VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AS INSTRUMENT NO. 302967, RECORDS OF BLAINE COUNTY, IDAHO.

PROPERTY ADDRESS PER TITLE REPORT
 200 N. LEADVILLE, KETCHUM, IDAHO 83340

PROJECT NUMBER
 7000-02



VICINITY MAP
 SCALE: 1" = 500'

SURVEY NARRATIVE & NOTES

- Galena Engineering, Inc., makes no representations as to the existence of any other record documents that may affect this parcel other than those shown in the exceptions of Schedule B-2 as shown hereon.
- The purpose of this survey is to show the monuments found during the boundary retracement of Lot 1, Block 23, Ketchum Townsite. The boundary shown is based on found lot corner monuments and the Amended Record of Survey of Lot 1, Block 23, Ketchum Townsite, Instrument Number 682212, records of Blaine County, Idaho. All found monuments have been accepted. As listed in the Survey Narrative & Notes on said Record of Survey and previously recorded survey under Instrument Number 673065, the missing lot corner monuments were set by block breakdown and proportioning record distances. Vertical Datum is NAVD 1988. Additional documents used in the course of this survey include the plat of the Village of Ketchum, Instrument Number 302967, records of Blaine County, Idaho.
- The bearings and distances shown are measured. Refer to the above referenced documents for previous record information.
- This map makes no assumptions as to any unwritten rights that may exist by and between the adjoining land owners.
- The Surveyor did not abstract property. Survey is based on the Legal Description above.
- Nothing in this survey is intended to express an opinion regarding ownership or title.
- The word "Certify" is understood to be an expression of Professional judgement by the surveyor, which is based on his best knowledge, information and belief.
- This survey is certified for this transaction only.
- The findings and opinions of Galena Engineering, Inc., reflected hereon are privileged, confidential and intended for the use of the individual or entity for whom the work was prepared, it is understood that the use of, reliance on, or reproduction of same, in whole or in part, by others without the express written consent of Galena Engineering, Inc., is prohibited and without warranty, express or implied. Galena Engineering, Inc., shall be held harmless against damages or expenses resulting from such unauthorized use, reliance or reproduction. Copyright 2021. All rights reserved.
- Utility locations shown hereon are based on above ground appurtenances, City of Ketchum utility maps, and Magic Valley Utility Locating. Digline services should be called prior to any excavation.
- Evidence of earth moving work was observed in the process of conducting the fieldwork. A building within the property was demolished in October of 2020. It appears that Utility services have been installed within the last few months, however, the specific date is unknown. No evidence of building construction was observed in the process of conducting the fieldwork.
- No markers indicating a field delineation of wetlands by a qualified specialist were observed in the process of conducting the fieldwork.
- No evidence of cemeteries or burial grounds were observed during the course of the survey work.
- The property has access along N Leadville Avenue, Second Street, and the Alley within Block 23. There are currently no curb cuts along N Leadville and 2nd Street and the main access is from the alley. Approximate pavement widths are shown hereon.
- No Delineated parking spaces currently exist on the site. There are 2 parking spaces within the Leadville Road Right of Way and 2 parking spaces within the 2nd Street Right of Way and are shown hereon.
- At the time of this survey there is no evidence of recent street or sidewalk construction or repairs.
- The current Zoning is CC Community Core, Subdistrict 2-Mixed Use. No zoning report or letter was provided to the surveyor by the client.
- The property described hereon is the same as the property described in the title policy provided by TitleOneCorporation dba Sun Valley Title, authorized agent for Steward Title Guaranty Company, issuing office file number 20378964, commitment date of August 31, 2020, and that all easements, covenants and restrictions referenced in said title commitment are apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property.
- No visible evidence of the location of any underground or above ground storage tanks, wells, railroad tracks, spur tracks or sidings were observed during the course of the survey work.
- During the course of this survey, it was observed that the water valve for the water service to Lot 1 is within Lot 2 as shown hereon. Additionally, it has been observed that the gas service line for Lot 1 is within Lot 2 as shown hereon and the overhead power line to Lot 1 also passes over Lot 2 as shown hereon.

TITLE INFORMATION AND LIST OF EXCEPTIONS

This survey does not constitute a title search by the Surveyor. All information regarding record easements and other documents that might affect the quality of title to parcel shown hereon was gained from issuing office file number 20378964, issued by TitleOneCorporation dba Sun Valley Title, authorized agent for Steward Title Guaranty Company, commitment date of August 31, 2020.

The following exceptions are per title policy provided by TitleOneCorporation dba Sun Valley Title, issuing office file number 20378964, Commitment Date: August 31, 2020, Schedule B, Part II Exceptions:

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met. - AFFECTS PROPERTY, NOT PLOTTABLE.
- Rights or claims of parties in possession not shown by the public records. - AFFECTS PROPERTY, NOT PLOTTABLE. NOT OBSERVED WITHIN SURVEYED BOUNDARY AT TIME OF SURVEY.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records. - AFFECTS PROPERTY, NOT PLOTTABLE. NOT OBSERVED WITHIN SURVEYED BOUNDARY AT TIME OF SURVEY.
- Easements, or claims of easements, not shown by the public records. - AFFECTS PROPERTY, NOT PLOTTABLE.
- Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records. - AFFECTS PROPERTY, NOT PLOTTABLE.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records. - AFFECTS PROPERTY, NOT PLOTTABLE. NOT OBSERVED WITHIN SURVEYED BOUNDARY AT TIME OF SURVEY.
- Taxes or special 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. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records. - AFFECTS PROPERTY, NOT PLOTTABLE.
- Taxes for the year 2019 are paid in full.
 Parcel Number: RPK00000230010
 Original Amount: \$5,449.28
 Without homeowner's exemption - AFFECTS PROPERTY, NOT PLOTTABLE.
- Taxes, including any assessments collected therewith, for the year 2020 which are a lien not yet due and payable - AFFECTS PROPERTY, NOT PLOTTABLE.
- Water and sewer charges, if any, for the City of Ketchum - AFFECTS PROPERTY, NOT PLOTTABLE.
- Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite. - AFFECTS PROPERTY, NOT PLOTTABLE.
- Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded April 12, 1937 as Instrument No. 75052. - AFFECTS PROPERTY, NOT PLOTTABLE.
- 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. - AFFECTS PROPERTY, NOT PLOTTABLE.

SURVEY CERTIFICATION:

To: 755 S Broadway LLC

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 8, 11, and 14 of Table A thereof. The field work was completed on 04/10/2021.

Date of Map: 05/04/2021
 Mark E. Phillips
 Professional Land Surveyor No. 16670
 State of Idaho



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

**AN ALTANSPS LAND TITLE SURVEY SHOWING
 LOT 1, BLOCK 23, KETCHUM TOWNSITE**
 LOCATED WITHIN SECTION 18, T. 4N., R. 18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PROJECT INFORMATION
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 PREPARED FOR TIM PAVOLKA

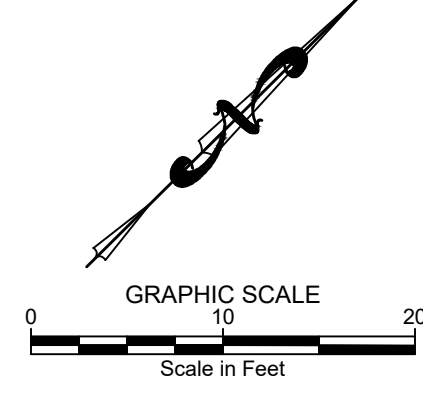
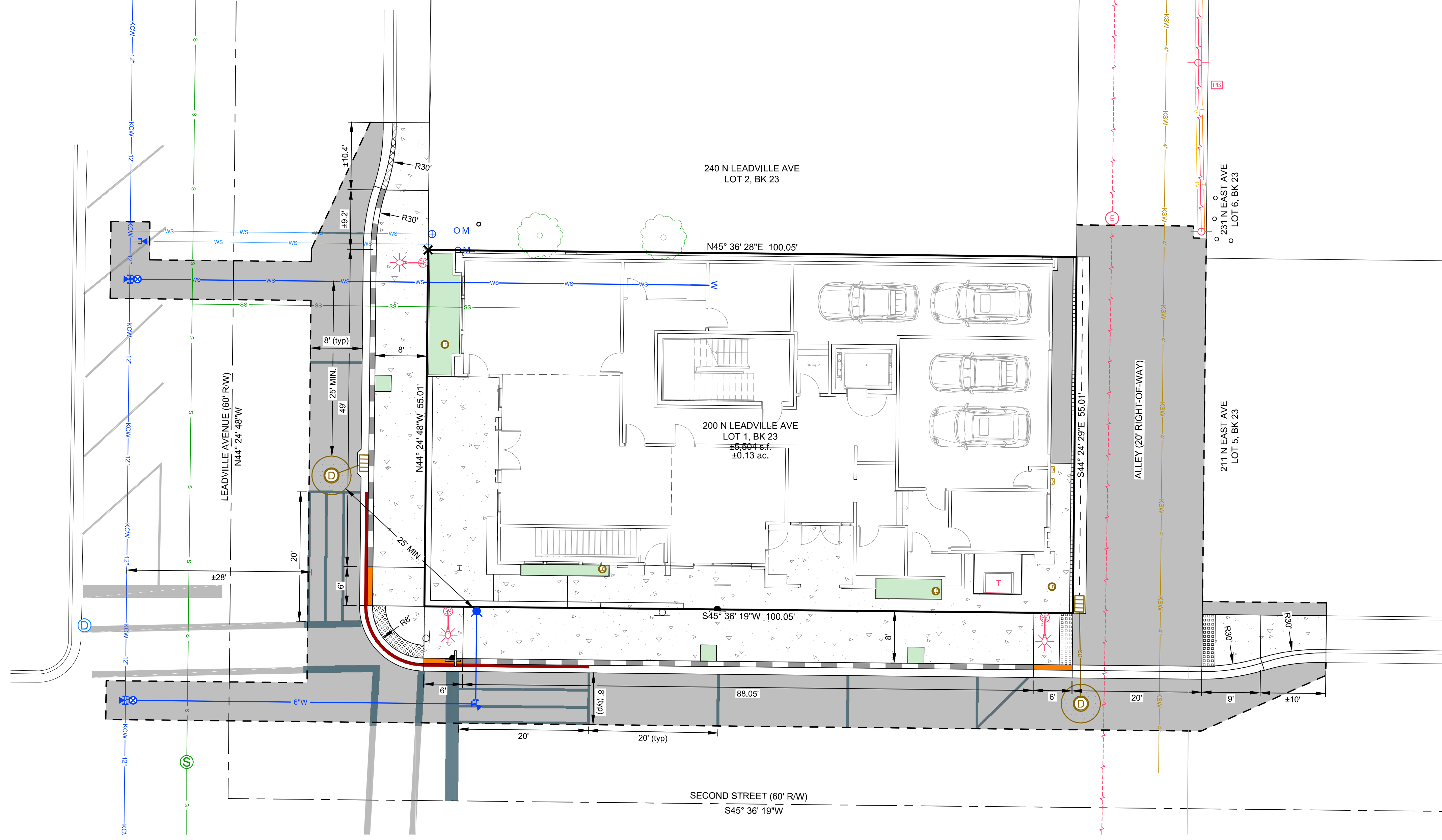
MEP DRAWN BY
 SMF CHECKED BY

GALENA
 ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 317 N. River Street
 Hailey, Idaho 83433
 (208) 788-1705
 email: galena@galena-engineering.com

PURPOSE:	NO.	DATE	BY	REVISIONS

ALTA

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extensions of this project except by agreement in writing with Galena Engineering, Inc.



PURPOSE: ISSUE FOR BUILDING PERMIT (10/11/2022)

NO.	DATE	BY	REVISIONS

GALENA
ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Halley, Idaho 83333
(208) 768-1705
email: galena@galena-engineering.com

DESIGNED BY
CT
DRAWN BY
JCL
CHECKED BY

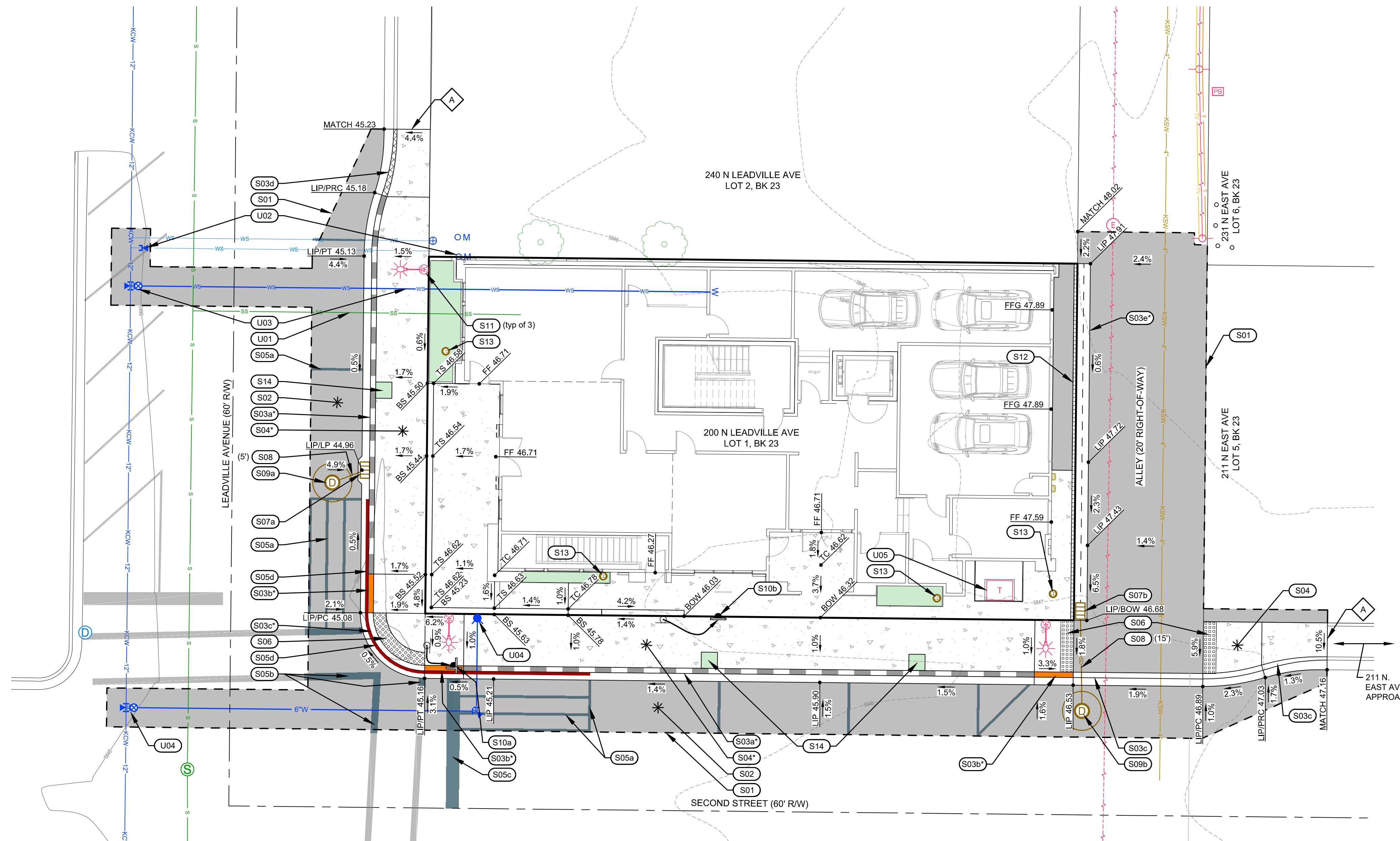


GEOMETRY PLAN
200 N. LEADVILLE AVENUE
THE 208 BUILDING
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR JONATHAN SHERMAN, J. S. SHERMAN, LLC

PROJECT INFORMATION
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REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this project except by agreement in writing with Galena Engineering, Inc.



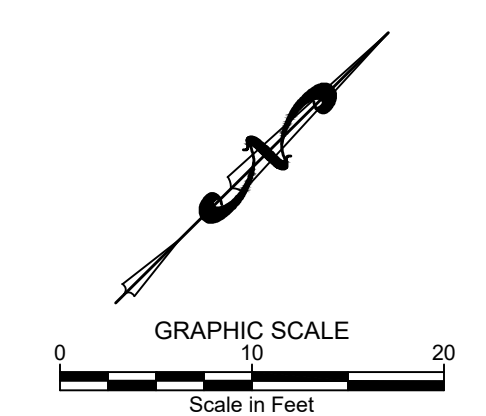
ABBREVIATIONS
 BOW = Back of Walk
 BS = Bottom of Steps
 FF = Finished Floor Elevation
 FG = Finished Grade
 GFF = Garage Finished Floor
 LIP = Lip of Gutter
 LP = Low Point
 PC = Point of Curvature
 PRC = Point of Reverse Curb
 PT = Point of Tangent
 TC = Top of Concrete
 TS = Top of Steps

SITE IMPROVEMENT KEY NOTES

- S01 SAWCUT ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
- S02 CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. REFER TO DETAIL 1 / C2.10.
- S03 CONSTRUCT CONCRETE CURB AND GUTTER. *radiant heating shall be along City Rights-of-way adjacent property.
 - a. 6" ROLLED C&G PER DETAIL 2 / C2.10.
 - b. CURB TRANSITION PER DETAIL 3 / C2.10.
 - c. ZERO REVEAL CURB AND GUTTER PER DETAIL 3 / C2.10.
 - d. CURB TRANSITION (BETWEEN 6" VERTICAL C&G AND 6" ROLLED C&G).
 - e. 2' WIDE CONCRETE VALLEY GUTTER PER DETAIL 4 / C2.10.
- S04 CONSTRUCT CONCRETE SIDEWALK. WIDTH AS SHOWN HEREON. REFER TO DETAIL 5 / C2.10. *radiant heating shall be along City Rights-of-way adjacent property.
- S05 INSTALL ROAD STRIPING / PAINT
 - a. YELLOW ASPHALT PARKING STRIPING (4" WIDE). MATCH CITY PATTERNS.
 - b. WHITE CROSSWALK STRIPING (12" WIDE).
 - c. WHITE STOP BAR STRIPING (24" WIDE).
 - d. RED "NO PARKING" STRIPING ON CURB. MATCH CITY PATTERNS.
- S06 INSTALL CITY OF KETCHUM APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING PLATE. REFER TO DETAIL 6 / C2.10.
- S07 INSTALL CATCH BASIN. REFER TO DETAIL 7 / C2.10.
 - a. RIM = 5844.76
I.E.(OUT) = 5841.76
 - b. RIM = 5846.48
I.E.(OUT) = 5843.48
- S08 INSTALL 12" ADS N-12 STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. SEE DETAIL 7 / C2.11 FOR POTABLE AND NON-POTABLE WATER LINE SEPARATION AND DETAIL 1 / C2.11 FOR TRENCHING.
- S09 INSTALL DRYWELL. REFER TO DETAIL 3 / C2.11.
 - a. RIM = 5845.17
I.E.(N) = 5841.6
 - b. RIM = 5846.60
I.E.(N) = 5843.1
- S10 SIGNS. REFER TO DETAIL 4 / C2.11 FOR SIGN BASE INFORMATION.
 - a. RELOCATE STOP / STREET SIGN. COORDINATE FINAL LOCATION WITH CITY OF KETCHUM.
 - b. RELOCATE PARKING REGULATORY SIGN. COORDINATE FINAL LOCATION WITH CITY OF KETCHUM.
- S11 INSTALL STREET LIGHT. LOCATIONS SHOWN HEREON ARE FOR GRAPHICAL REPRESENTATION ONLY. ACTUAL STREET LIGHT LOCATIONS SHALL BE VERIFIED FROM AN ILLUMINATION ANALYSIS FROM MH COMPANIES. REFER TO THE CITY OF KETCHUM STANDARD STREET LIGHT DETAIL.
- S12 INSTALL TRENCH DRAIN. REFER TO DETAIL 6 / C2.11.
- S13 INSTALL LANDSCAPE DRYWELL. CONNECT ROOF DRAIN AND TRENCH DRAIN SYSTEMS INTO DRYWELL. REFER TO DETAIL 8 / C2.10.
- S14 INSTALL STREET TREE. SEE DETAIL 5 / C2.11.
- A MATCH EXISTING LINES AND GRADES

UTILITY KEY NOTES

- U01 UTILIZE EXISTING SEWER SERVICE. THE CONTRACTOR SHALL VERIFY THAT THE SEWER TAP MEETS CITY STANDARDS.
- U02 CUT AND CAP EXISTING SERVICE AT THE MAIN. REMOVE METER BOX.
- U03 INSTALL NEW FIRE LINE WITH STAINLESS STEEL TAPPING SADDLE, GATE VALVE, AND THRUST BLOCKING. PLUMB DOMESTIC OFF NEW FIRE LINE IN RISER ROOM. INSTALL 1 METER FOR COMMERCIAL AND 1 METER FOR RESIDENTIAL. REFER TO PLUMBING PLAN FOR WATER LINE SIZING DATA. REFER TO DETAIL 2 / C2.11 FOR POTABLE / NON-POTABLE WATER LINE SEPARATION AND DETAIL 7 / C2.11 FOR THRUST BLOCK REQUIREMENTS.
- U04 INSTALL FIRE HYDRANT ASSEMBLY (SEE DETAIL 9 / C2.10). INSTALL 12"x6" STAINLESS STEEL TAPPING SADDLE
 6" GATE VALVE
 6" 90° D.I. BEND
 W/ THRUST BLOCKS
 ±88 L.F. OF 6" PVC WATER MAIN.
 CITY TO PROVIDE MOUNTAIN EXTENSION. CONTRACTOR TO COORDINATE WITH WATER AND FIRE DEPARTMENTS. REFER TO DETAIL 2 / C2.11 FOR POTABLE / NON-POTABLE WATER LINE SEPARATION AND DETAIL 7 / C2.11 FOR THRUST BLOCK REQUIREMENTS.
- U05 INSTALL POWER TRANSFORMER. REFER TO ARCHITECTURAL AND ELECTRICAL PLANS FOR DETAILS.



SITE GRADING, DRAINAGE, AND UTILITY PLAN
200 N. LEADVILLE AVENUE
THE 208 BUILDING
 LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR JONATHAN SHERMAN, J. S. SHERMAN, LLC



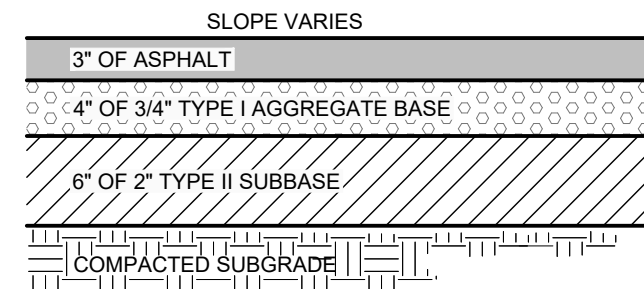
DESIGNED BY
 CT
 DRAWN BY
 JCL
 CHECKED BY

GALENA
ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 317 N. River Street
 Halley, Idaho 83333
 (208) 768-1705
 email: galena@galena-engineering.com

PURPOSE: ISSUE FOR BUILDING PERMIT (10/11/2022)

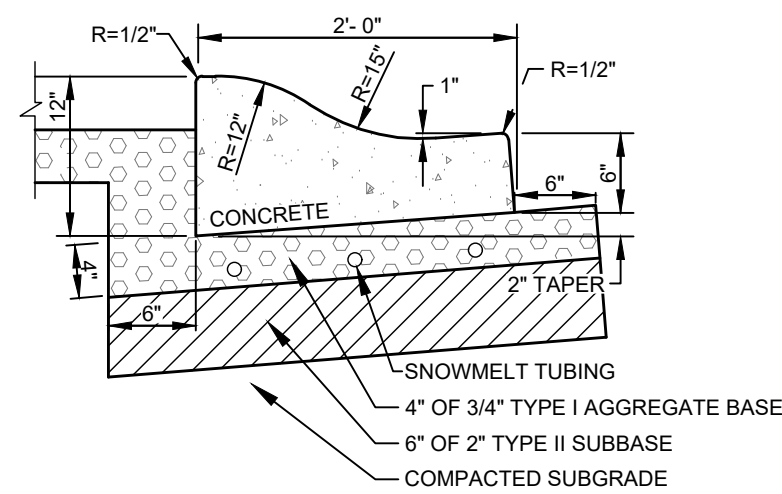
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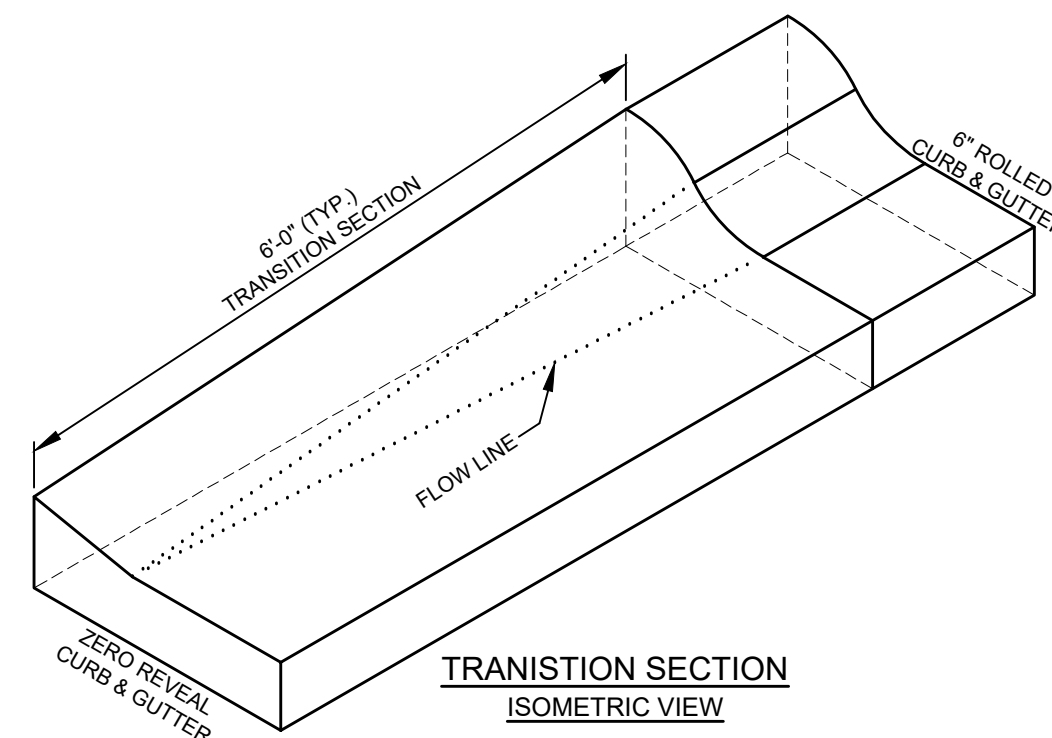
- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
 - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
 - 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
 - CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET WISIDEWALK).
 - REFER TO ARCHITECTURAL PLANS FOR RADIANT HEATING DESIGN.

1
C2.10 **TYPICAL ASPHALT SECTION**
N.T.S.



- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
 - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
 - 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
 - CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET WISIDEWALK).
 - REFER TO ARCHITECTURAL PLANS FOR RADIANT HEATING DESIGN.

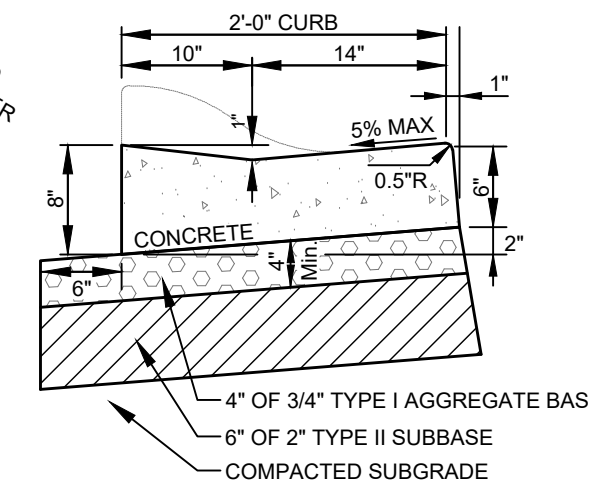
2
C2.10 **HEATED 6" CONCRETE ROLLED CURB & GUTTER**
N.T.S.



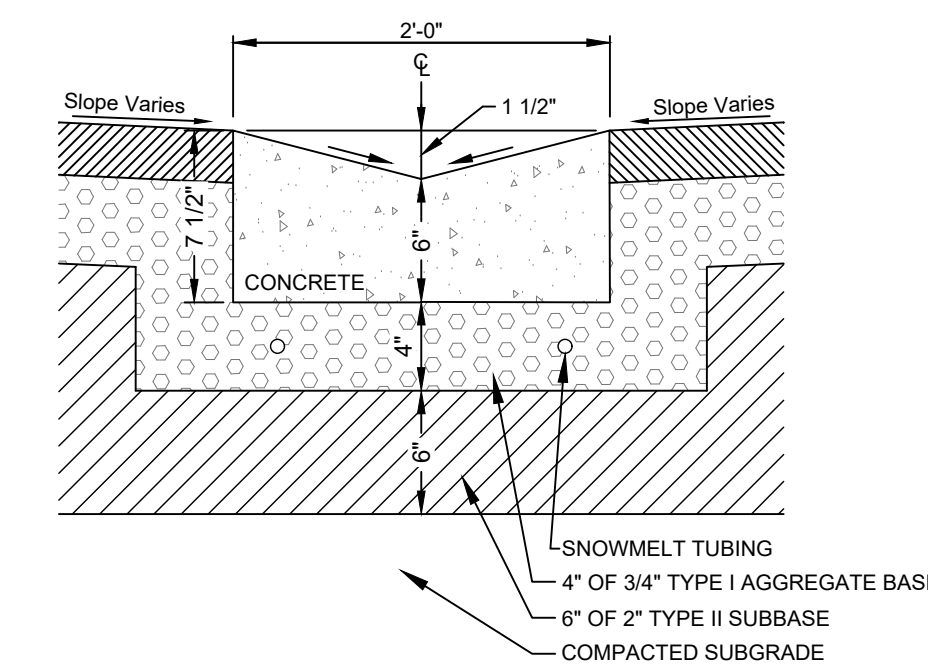
TRANSITION SECTION
ISOMETRIC VIEW

- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
 - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
 - 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
 - CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET WISIDEWALK).

3
C2.10 **TYPICAL CURB TRANSITION DETAIL**
N.T.S.

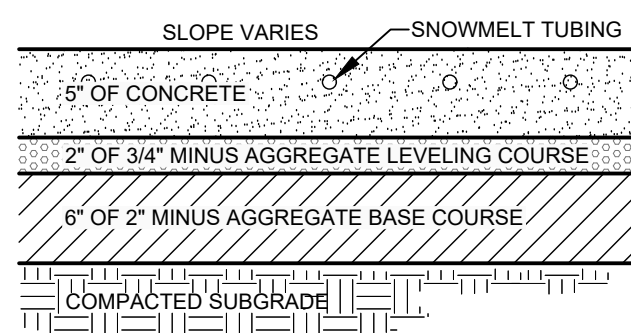


ZERO REVEAL CURB & GUTTER



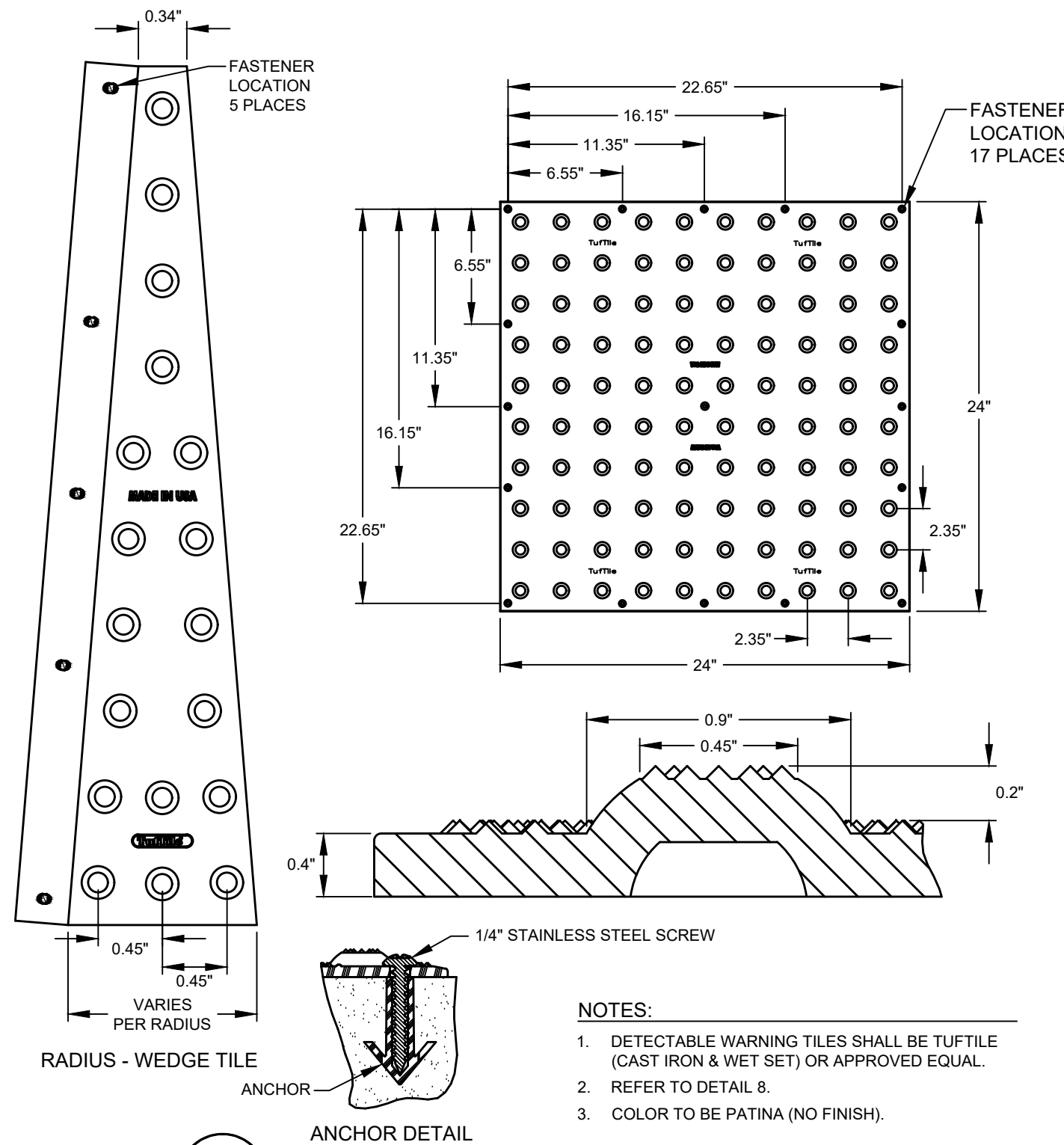
- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
 - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
 - 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
 - CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET WISIDEWALK).
 - REFER TO ARCHITECTURAL PLANS FOR RADIANT HEATING DESIGN.

4
C2.10 **24" WIDE HEATED CONCRETE VALLEY GUTTER**
N.T.S.



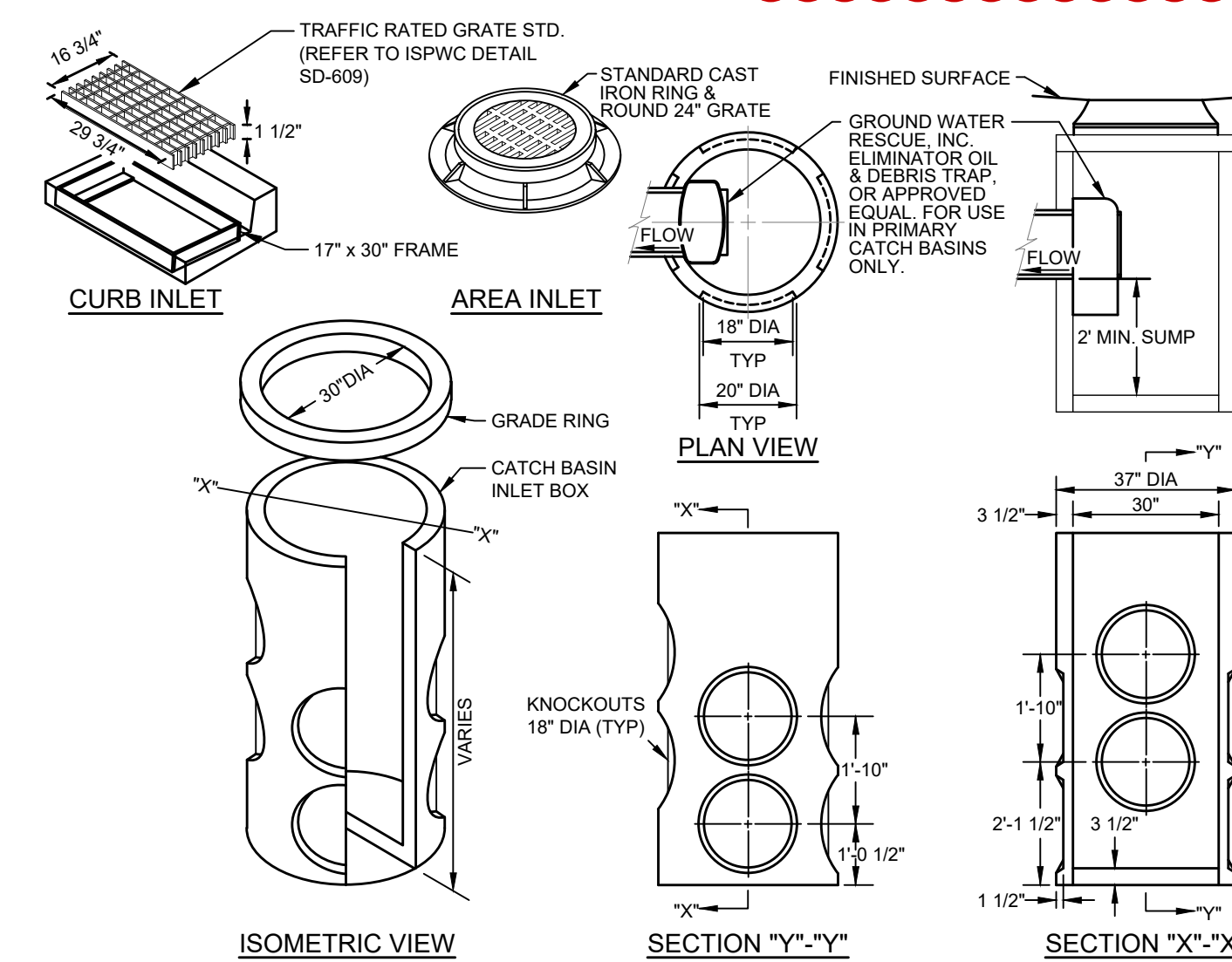
- NOTES:**
- 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
 - CONTINUOUS PLACEMENT PREFERRED. SCORE AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING.
 - 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS.
 - MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPC SPECIFICATIONS.
 - SURFACING MATERIAL FOR THE NEW SIDEWALKS SHALL BE TITAN CONCRETE MIX OR APPROVED EQUAL.
 - REFER TO ARCHITECTURAL PLANS FOR RADIANT HEATING DESIGN.

5
C2.10 **TYPICAL HEATED CONCRETE SIDEWALK SECTION**
N.T.S.



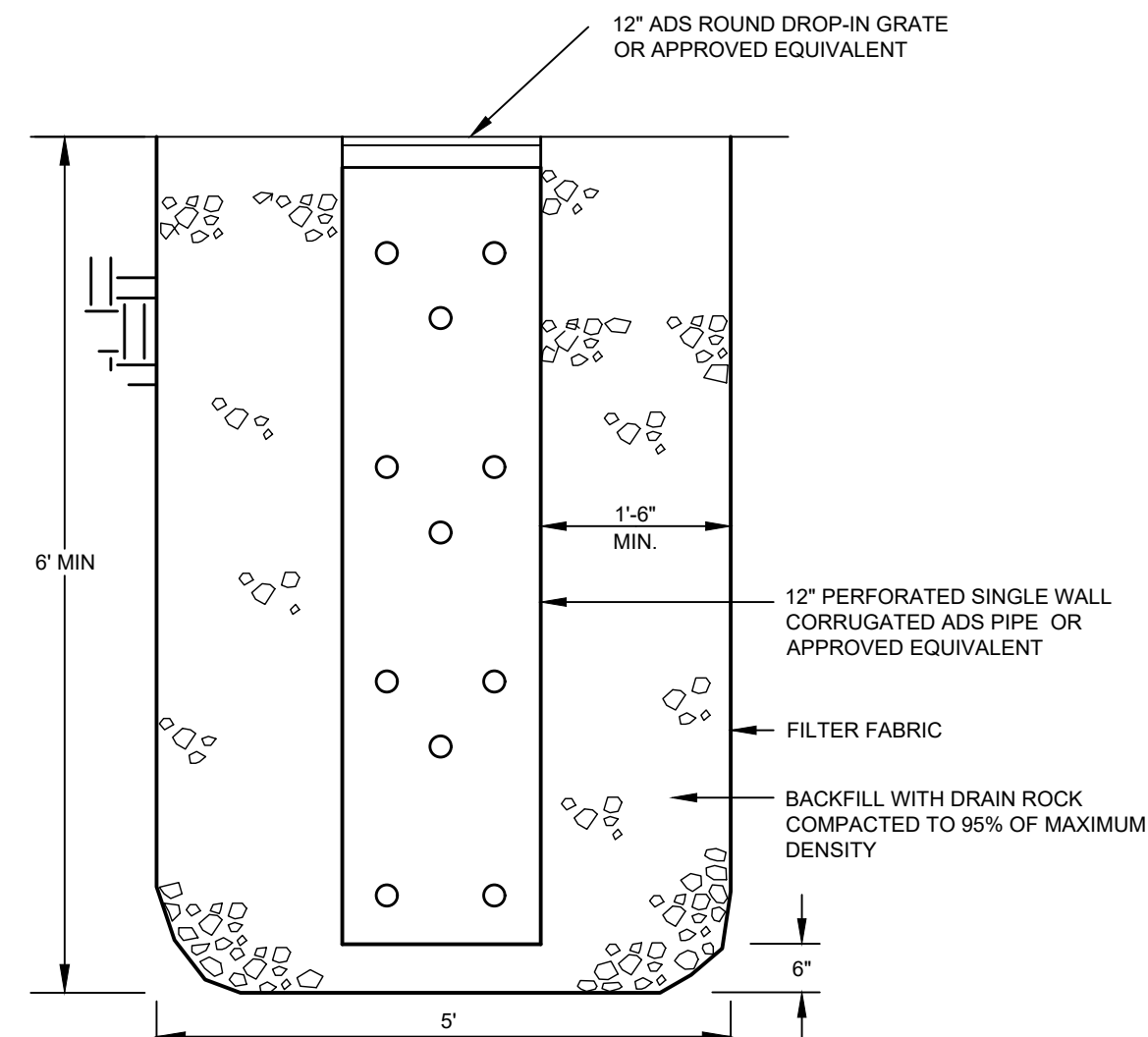
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C2.10 **DETECTABLE WARNING PLATE**
N.T.S.

- NOTES:**
- DETECTABLE WARNING TILES SHALL BE TUFFILE (CAST IRON & WET SET) OR APPROVED EQUAL.
 - REFER TO DETAIL 8.
 - COLOR TO BE PATINA (NO FINISH).

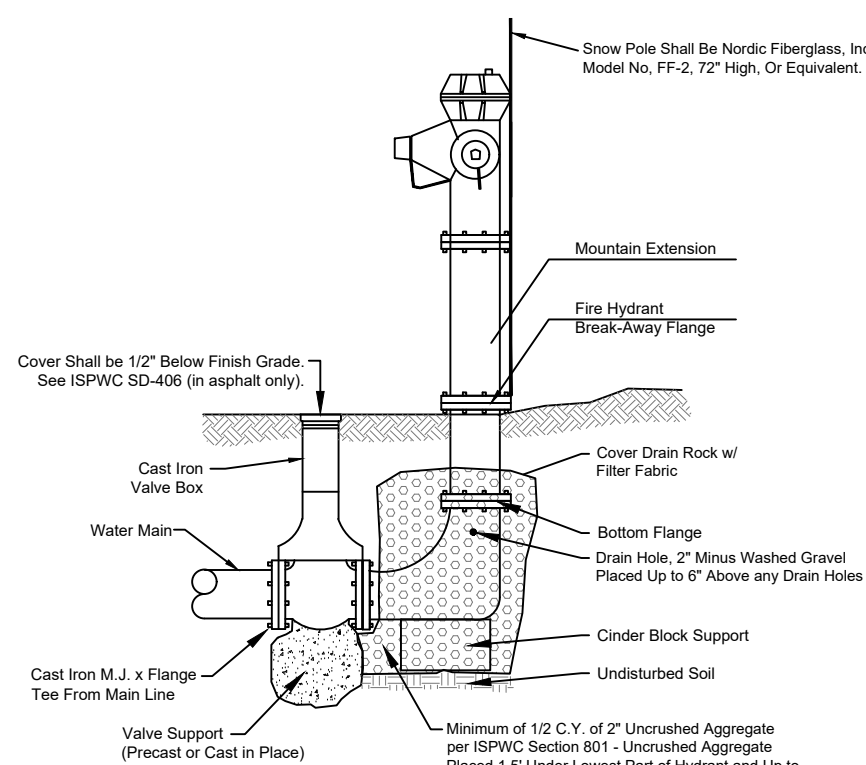


- CATCH BASIN INSTALLATION NOTES:**
- A PRIMARY CATCH BASIN IS DEFINED AS THE FIRST STORM STRUCTURE UPSTREAM OF A DRYWELL. A SATELLITE CATCH BASIN IS DEFINED AS THE STORM STRUCTURE UPSTREAM OF THE PRIMARY CATCH BASIN.
 - THE OIL & DEBRIS TRAP SHALL BE INSTALLED ON THE OUTLET OF THE PRIMARY CATCH BASIN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

7
C2.10 **30" DIAMETER CATCH BASIN**
N.T.S.



8
C2.10 **LANDSCAPE DRYWELL**
N.T.S.



- HYDRANT VEHICULAR PROTECTION**
- Fire hydrants which may be exposed to vehicular damage or obstruction shall have an approved array of bollards or guard post installed to protect them from damage and maintain the minimum distance required for proper operation.
- When they are installed, they shall be:
- Constructed of steel not less than (4) inches in diameter and concrete filled.
 - Spaced not more than four (4) feet between posts on center.
 - Set not less than three (3) feet deep in a concrete footing not less than (15) inches in diameter.
 - Set with the top of the posts not less than (3) feet above the ground.
 - The post shall be painted bright red, reflective markings are recommended.
 - Located at least three feet from any portion of the hydrant and located so as not to create an obstruction to its use.

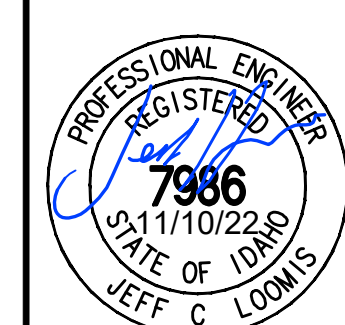
- Idaho Code 49-660: Stopping, Standing or Parking is prohibited, except momentarily to pick up or discharge a passenger or passengers, within fifteen (15) feet of a fire hydrant.
- NOTES:**
- Hydrants shall have a 6' foot bury.
 - Hydrants shall be 5 1/4" Waterous Pacer Model WB-67U-250 or Mueller Super Centurion 250 and conform to the following:
 - 2 ea. 2-1/2" NST threaded nozzles
 - 1 ea. 4-1/2" NST threaded nozzles
 - Dry Barrel type 6" barrel
 - Red in color
 - Traffic "breakaway" design
 - 250 PSI rated
 - UL Listed
 - Main valve size 5-1/4"
 - Mechanical Restraints shall be used. Restraints shall be Romac Industries RomaGrip or approved equivalent. No lug or set screw type restraints are to be used on PVC pipe.
 - City shall approve location and elevation of all Fire Hydrants.
 - Auxiliary Gate Valve shall meet AWWA C509 (Total rubber encapsulated, resilient seat, waterous series or approved equal).
 - Valve Box shall be Tyler 664A or approved equal.
 - Hydrant break away flange elevation equal to street centerline or 4" to 8" above finished grade as approved.
 - Fire hydrant assemblies located on the opposite side of the roadway from the watermain shall have 2" Dow Board installed over the pipeline leading to the hydrant. The Dow Board shall extend from auxiliary gate valve to the hydrant.

9
C2.10 **FIRE HYDRANT ASSEMBLY**
N.T.S.

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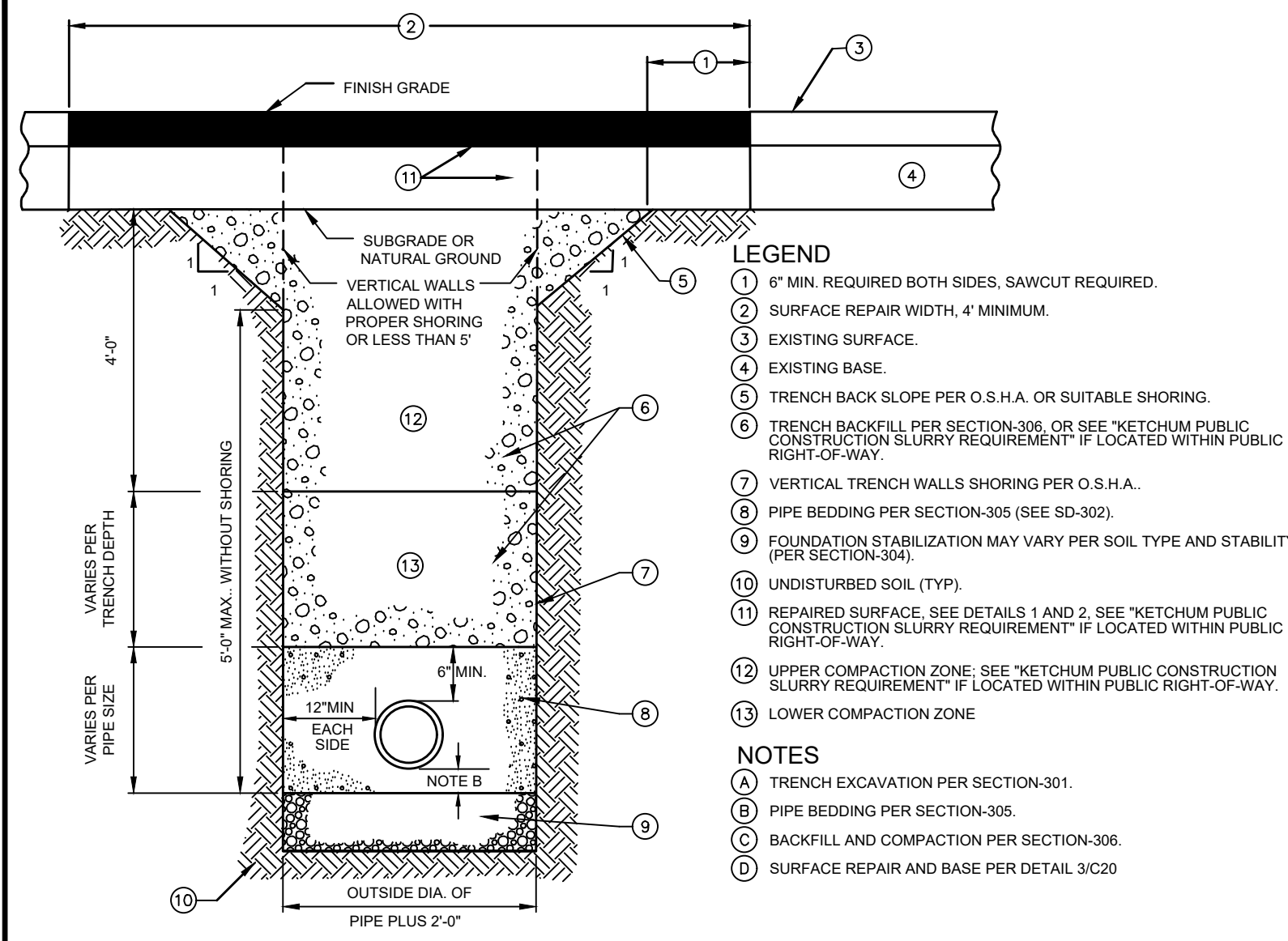
DETAIL SHEET
200 N. MAIN STREET
THE 208 BUILDING
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR JONATHAN SHERMAN, J.S. SHERMAN, LLC



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CT
DRAWN BY
JCL
CHECKED BY
JCL

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C2.10



- LEGEND**
- 1" MIN. REQUIRED BOTH SIDES, SAWCUT REQUIRED.
 - SURFACE REPAIR WIDTH, 4" MINIMUM.
 - EXISTING SURFACE.
 - EXISTING BASE.
 - TRENCH BACK SLOPE PER O.S.H.A. OR SUITABLE SHORING.
 - TRENCH BACKFILL PER SECTION 306, OR SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - VERTICAL TRENCH WALLS SHORING PER O.S.H.A.
 - PIPE BEDDING PER SECTION 305 (SEE SD-302).
 - FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (PER SECTION 304).
 - UNDISTURBED SOIL (TYP.).
 - REPAIRED SURFACE. SEE DETAILS 1 AND 2. SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - UPPER COMPACTION ZONE. SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - LOWER COMPACTION ZONE.
- NOTES**
- TRENCH EXCAVATION PER SECTION 301.
 - PIPE BEDDING PER SECTION 305.
 - BACKFILL AND COMPACTION PER SECTION 306.
 - SURFACE REPAIR AND BASE PER DETAIL 3/C2.11

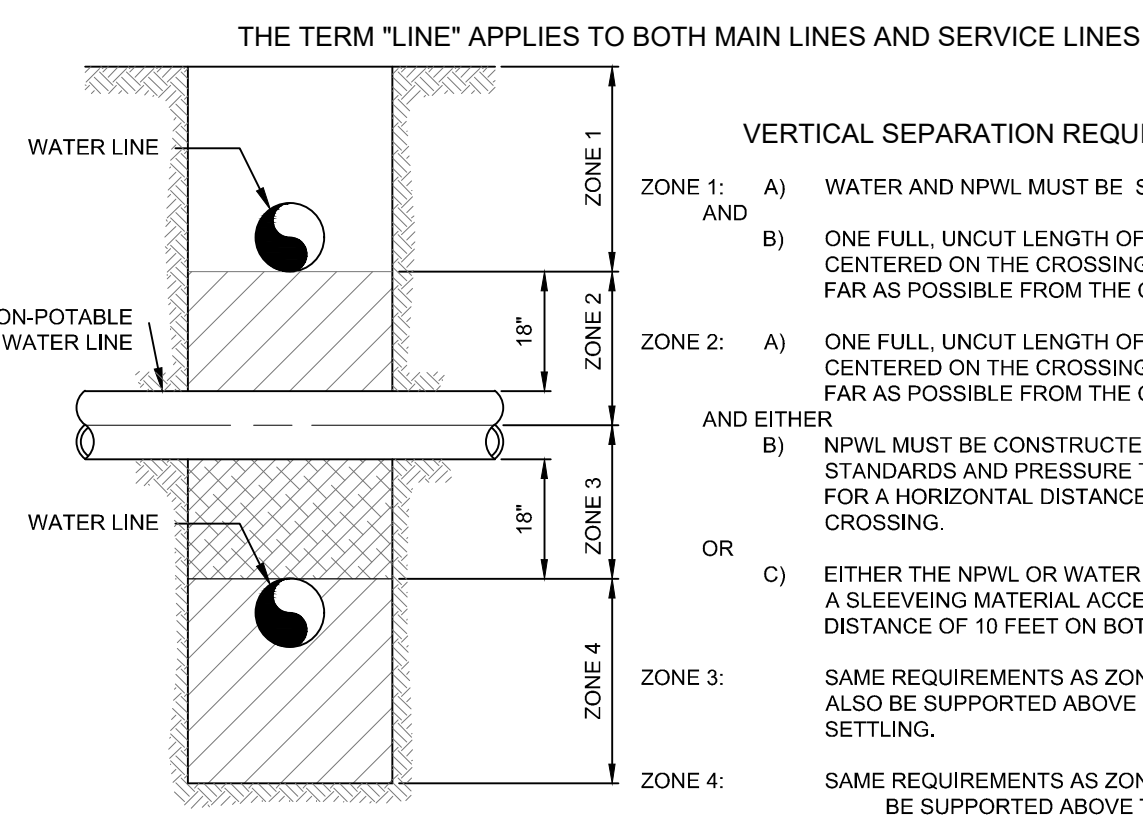
KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT
 IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT, CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL, WITH THE FOLLOWING PROPORTIONS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

COARSE AGGREGATE (3/4" MINUS) 2,600 LBS.
 SAND 800 LBS.
 PORTLAND CEMENT 94 LBS.
 WATER 11 GAL (MAX.)

WATER CONTENT IS MAXIMUM AND MAY BE REDUCING DOWNWARD. CARES SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.

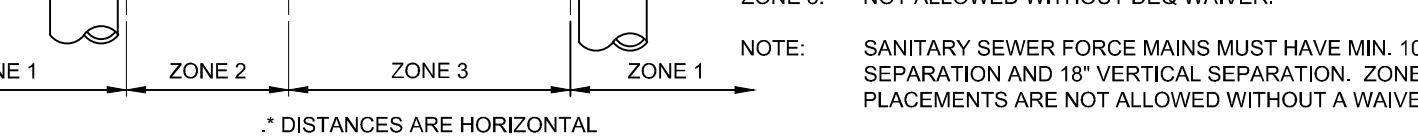
NO COMPACTION, VIBRATION OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANT MIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANT MIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. 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 C2.11 TYPICAL TRENCH SECTION
 N.T.S.

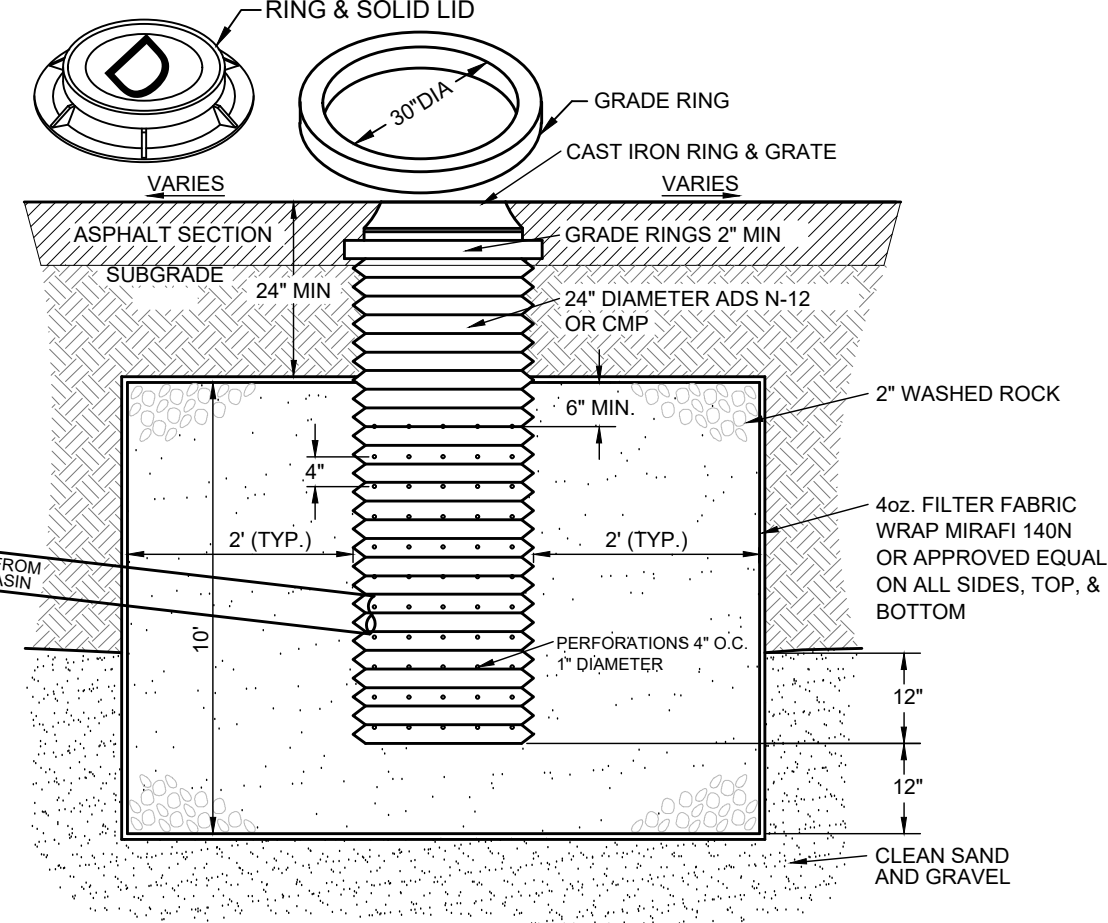


- VERTICAL SEPARATION REQUIREMENTS**
- THE TERM "LINE" APPLIES TO BOTH MAIN LINES AND SERVICE LINES
- ZONE 1: A) WATER AND NPWL MUST BE SEPARATED BY AT LEAST 18" AND B) ONE FULL, UNCUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.
- ZONE 2: A) ONE FULL, UNCUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING. AND EITHER B) NPWL MUST BE CONSTRUCTED TO WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF CROSSING. OR C) EITHER THE NPWL OR WATER LINE OR BOTH MUST BE ENCASED WITH A SLEEVEING MATERIAL ACCEPTABLE TO DEQ FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING.
- ZONE 3: SAME REQUIREMENTS AS ZONE 2 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.
- ZONE 4: SAME REQUIREMENTS AS ZONE 1 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

- HORIZONTAL SEPARATION REQUIREMENTS**
- ZONE 1: A) NO SPECIAL REQUIREMENTS.
- ZONE 2: A) NO SPECIAL REQUIREMENTS FOR POTABLE OR NON-POTABLE SERVICES. B) WATER AND NPWL SEPARATED BY AT LEAST 6 FEET AT OUTSIDE WALLS. AND C) WATER AT LEAST 18 INCHES HIGHER IN ELEVATION THAN THE NPWL. AND EITHER D) NPWL CONSTRUCTED TO POTABLE WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS. OR E) SITE SPECIFIC REQUIREMENTS APPROVED BY DEQ.
- ZONE 3: NOT ALLOWED WITHOUT DEQ WAIVER.
- NOTE: SANITARY SEWER FORCE MAINS MUST HAVE MIN. 10" HORIZONTAL SEPARATION AND 18" VERTICAL SEPARATION. ZONE 2 AND ZONE 3 PLACEMENTS ARE NOT ALLOWED WITHOUT A WAIVER GRANTED BY DEQ.

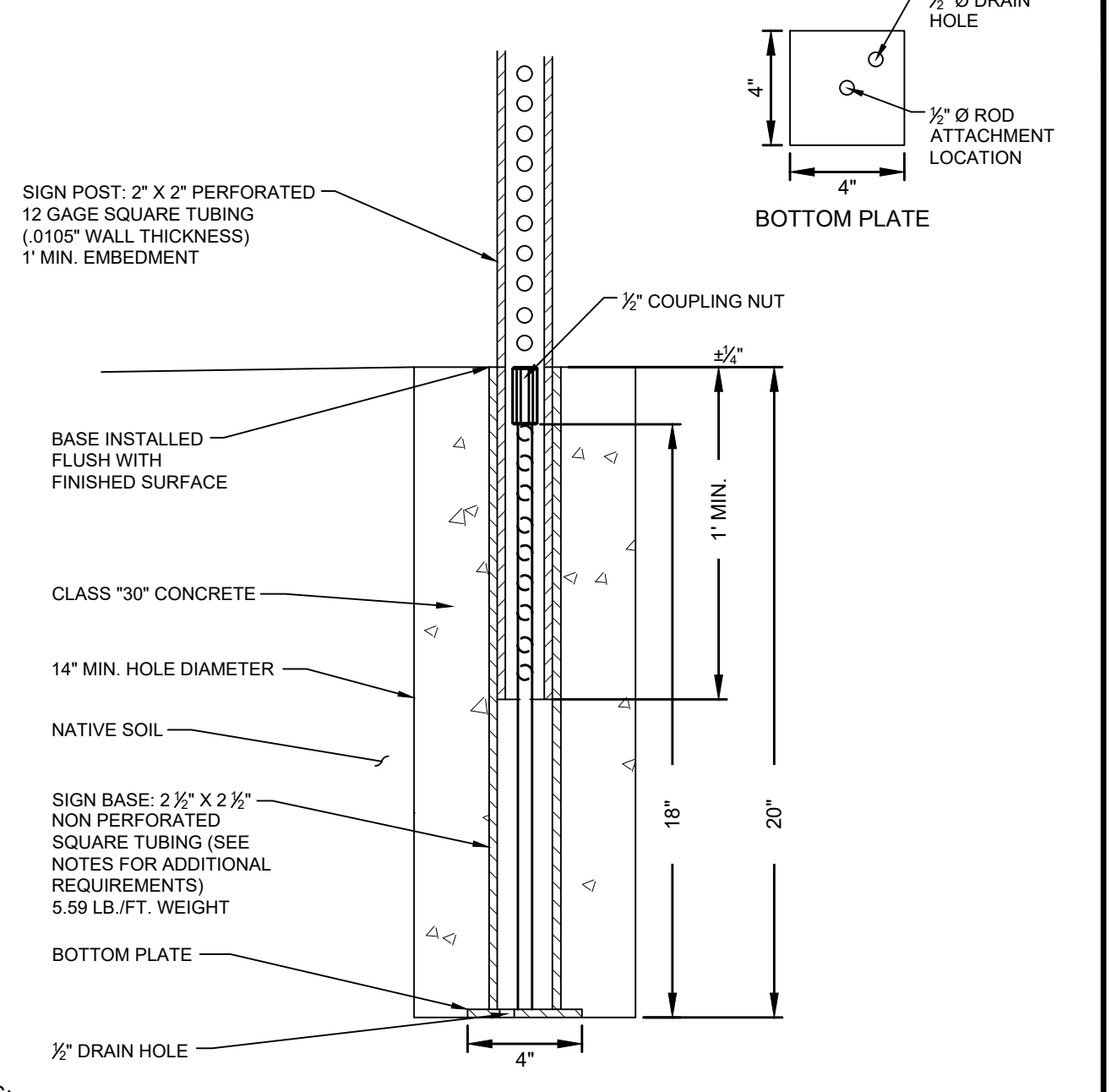


2 C2.11 POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION
 N.T.S.



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

3 C2.11 DRYWELL DETAIL (6")
 N.T.S.

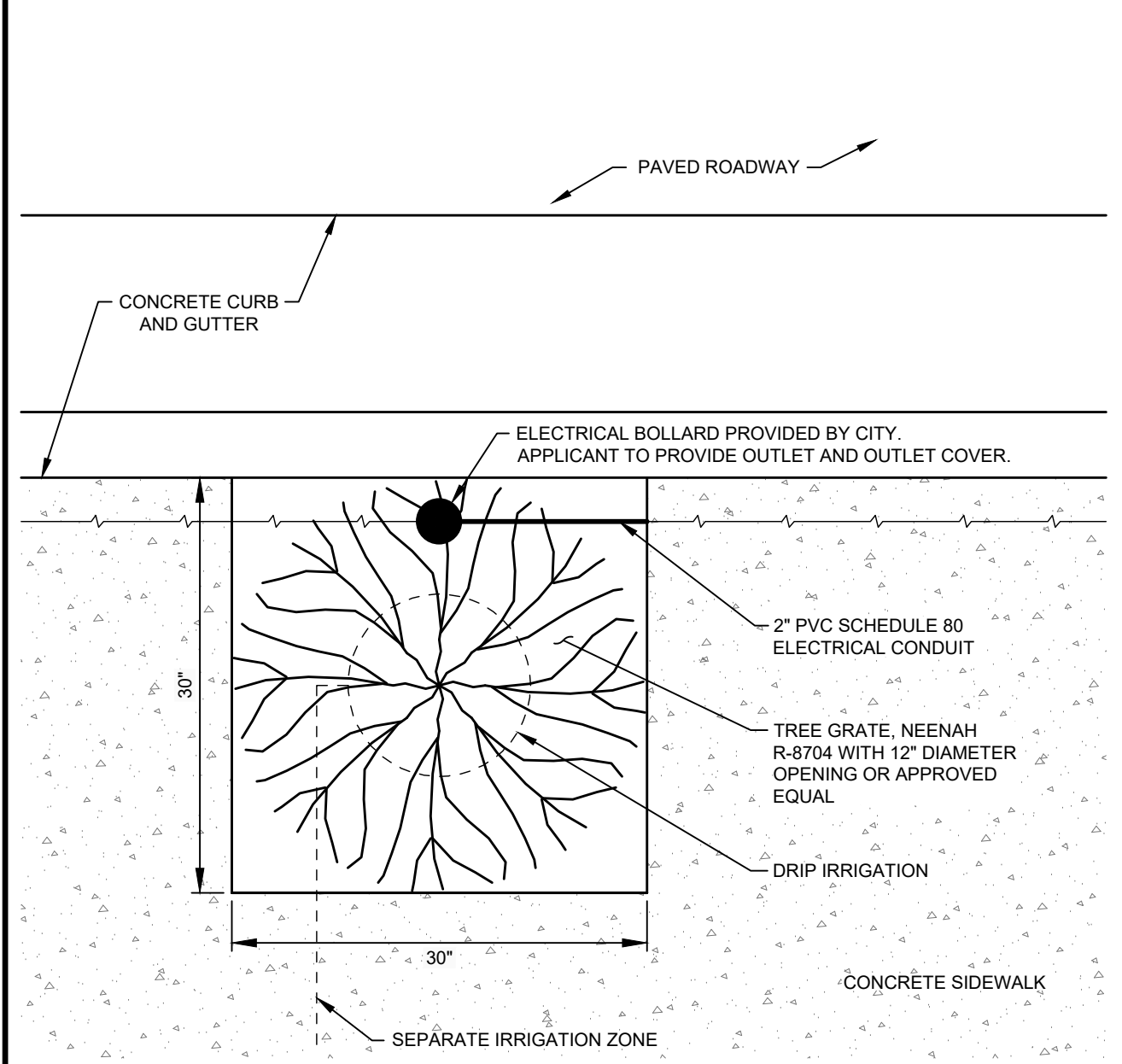


- NOTES:**
- BASES SHALL BE INSTALLED TO BE FLUSH WITH SURFACE.
 - ALL INSTALLATIONS SHALL HAVE 14" Ø MINIMUM FOUNDATION OR GROUTED INTO SOLID ROCK.
 - ALL STREET SIGNS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE MUTCD.
 - SIGN PLACEMENT SHALL BE APPROVED BY THE CITY OF KETCHUM.
 - CITY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

SIGN BASE MATERIAL & DIMENSION REQUIREMENTS

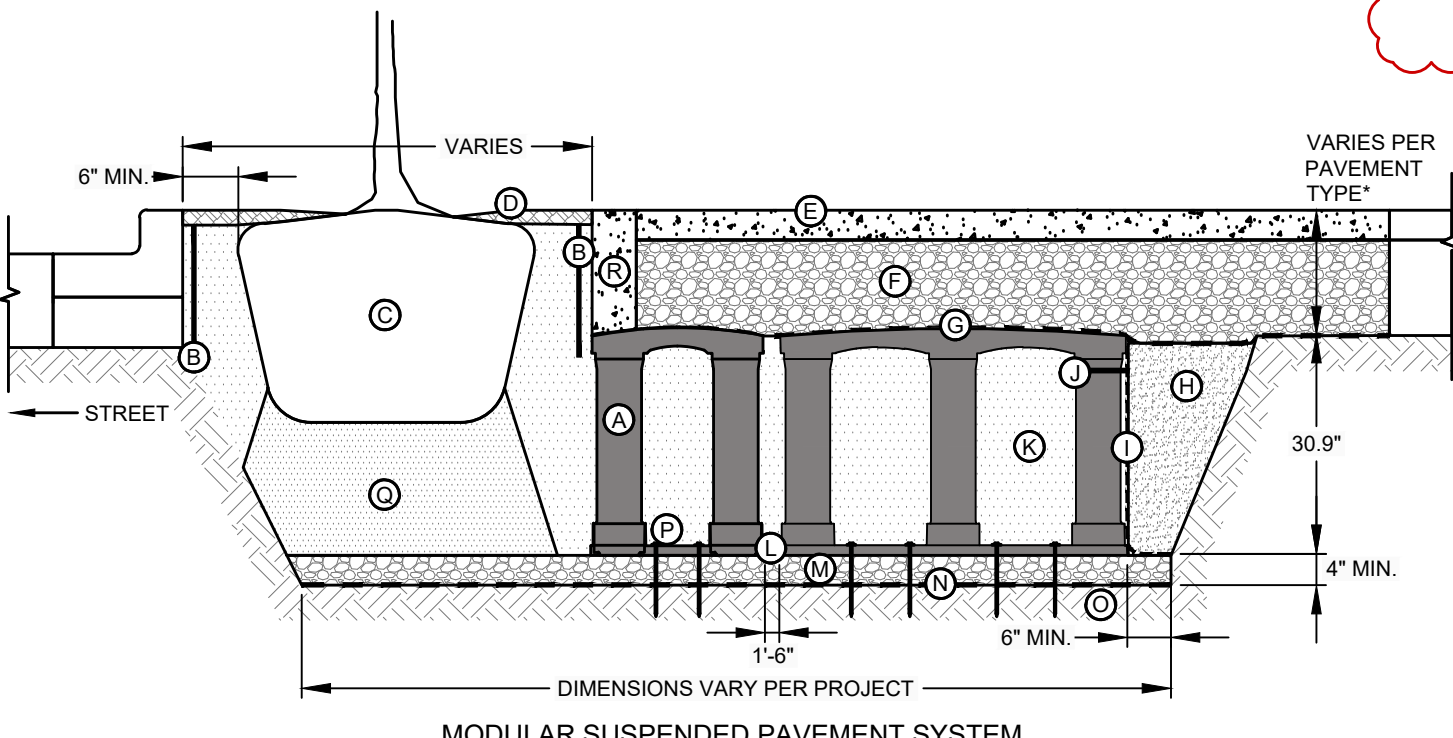
2 1/2" OUTSIDE TUBE STEEL (20" LENGTH)
 2 1/2" INSIDE TUBE STEEL
 3/4" THICK
 INTERNAL ROD MATERIAL & DIMENSION REQUIREMENTS
 1/2" COLD ROLLED ROD (18" LENGTH)
 1/2" COUPLING NUTS
 BOTTOM PLATE MATERIAL & DIMENSION REQUIREMENTS
 4" X 4" X 1/2" STEEL STRAP

4 C2.11 TYPICAL SIGN BASE
 N.T.S.



- NOTES:**
- TREE TO BE 3" MINIMUM CALIPER AUTUMN BLAZE MAPLE OR APPROVED EQUAL.
 - CITY OF KETCHUM REQUIRES DRIP IRRIGATION TO BE ON A SEPARATE ZONE WITH HUNTER-RAINWISE SMART CLOCK, OR APPROVED EQUAL, FOR REMOTE ACCESS BY CITY.
 - APPLICANT TO CONNECT AND PROVIDE CONDUITS, WIRING, AND SEPARATE CIRCUIT, OR TIE TO A CITY CIRCUIT FOR POWER.
 - NO DIRECT BURIAL WIRE PERMITTED.
 - TREE INSTALLATION TO BE MODULAR SUSPENDED PAVEMENT SYSTEM. SEE TREE WELL SECTION VIEW, DETAIL 2.

5 C2.11 TREE WELL DETAILS
 N.T.S.



- NOTES:**
- 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.
 - THE FRAME AND GRATE IS SUITABLE FOR PEDESTRIAN AND BICYCLE TRAFFIC AND RATED FOR H-25 AND HS-25 LOADS.
 - CONCRETE THICKNESS, TYPE, AND AMOUNT OF REINFORCEMENT TO BE SAME AS ADJACENT PAVEMENT OR GREATER. PERFORM STRUCTURAL ANALYSIS TO DETERMINE REQUIREMENTS FOR APPLICATION.
 - TOP OF GRATE TO BE INSTALLED FLUSH TO 1/8 IN BELOW FINISHED GRADE. BEVEL CONCRETE TO TOP OF GRATE IF BELOW FLUSH.

6 C2.11 TRENCH DRAIN DETAIL
 (ABT INTERCEPTOR LINE DRAIN OR APPROVED EQUAL)
 N.T.S.

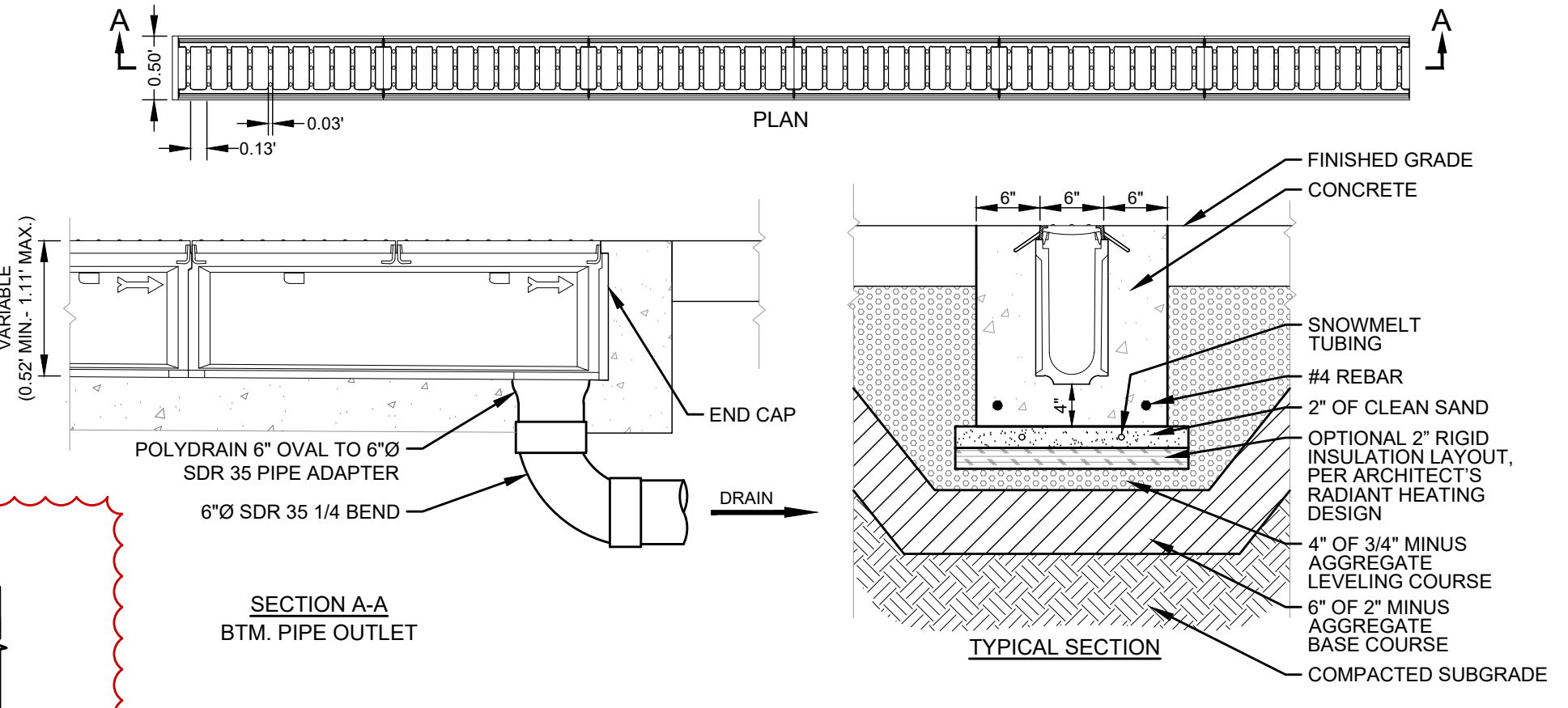


TABLE 1
 THRUST AREA FOR HORIZONTAL BENDS**

PIPE SIZE	TEE, PLUG OF VALVE	90° BEND	45° BEND	22.5°/11.25° BENDS OR REDUCER
3"	0.8	1.1	0.6	0.3
4"	1.4	2.0	1.1	0.6
6"	3.2	4.5	2.4	1.2
8"	5.7	8.0	4.3	2.2
10"	8.8	12.5	6.8	3.4
12"	12.7	18.0	9.7	5.0
14"	17.3	24.5	13.3	6.8
16"	22.6	32.0	17.3	8.8
18"	28.6	40.5	21.9	11.2

* MUST BE INCREASED BASED ON DIFFERENT CONDITIONS (HIGHER WORKING PRESSURE OR LOWER SOIL BEARING STRENGTH).
 ** OR TEE ACTING AS A 90° BEND
 ***THRUST BLOCK DEPTH TO BE A MINIMUM PF 12" FOR PIPE SIZES 3"-8" AND 18" FOR PIPE SIZES 10"-18" OR THE SQUARE ROOT OF THE REQUIRED BEARING AREA, WHICHEVER IS GREATER.

- LEGEND**
- FOR HORIZONTAL PIPE BENDS BEARING THRUST BLOCKS MUST PROVIDE 2500 PSI CONCRETE POURED AGAINST UNDISTURBED EARTH PER TABLE 1.
 - 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.
 - NO. 12 COPPER FINDER WIRE. SEE SD-514 FOR SPLICING.
 - C.I. VALVE BOX WITH COVER.
 - C.I. GATE VALVE (M.J.).
 - PRECAST BLOCK FOR CUT IN TEE AND VALVE OR CAST IN PLACE WITH 2-12# MIN REBAR.
 - TRENCH SIDE.
 - PIPE.
 - PLUG.
 - HAMMERHEAD THRUST BLOCKING.
 - ANCHOR BARS (12" Ø MIN)
- NOTES:**
- ANCHOR ALL VALVES CONNECTED TO P.V.C. PIPE AS SHOWN.
 - COVER BOLTS AND FLANGES WITH PLASTIC TO PROTECT FROM CONCRETE ADHERENCE DURING CONSTRUCTION OF THRUST BLOCKS.
 - SEE CHART FOR MIN THRUST BLOCKS BEARING AREAS.
 - ALL CONCRETE TO BE 2500 P.S.I. STRENGTH POURED AGAINST UNDISTURBED EARTH.
 - PROVIDE 5 MIL POLYPROPYLENE BETWEEN FITTINGS AND CONCRETE.
 - NOTIFY ENGINEER FOR ANY CONDITION OR PIPE SIZE NOT INDICATED.
 - ALL BLOCKS TO BE CENTERED AROUND PIPE SPRING LINE.

7 C2.11 THRUST BLOCK AND ANCHOR DETAILS
 N.T.S.

DETAIL SHEET
 200 N. MAIN STREET
 THE 208 BUILDING
 LOCATED WITHIN SECTION 18, T. 4N., R. 18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
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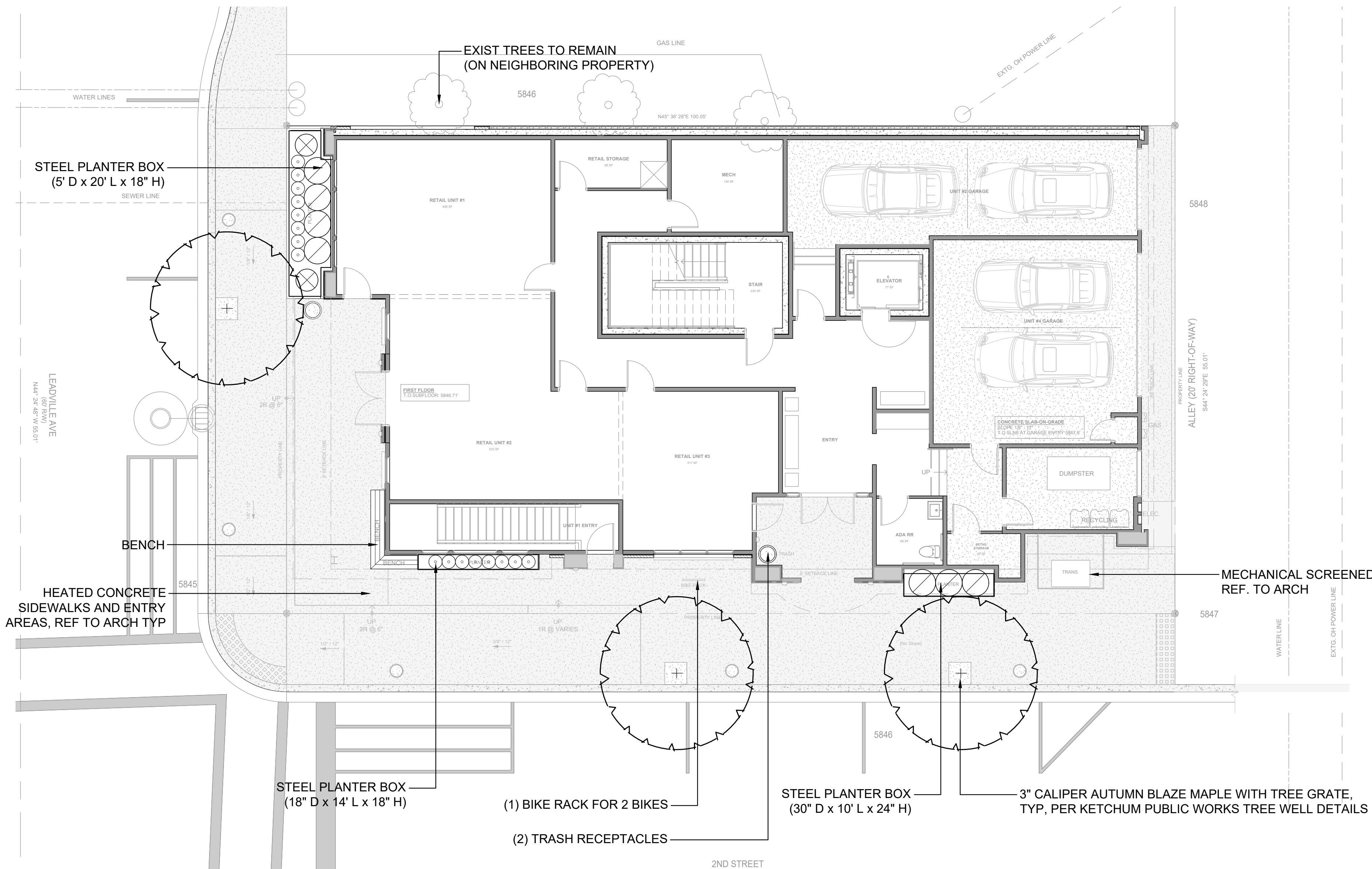
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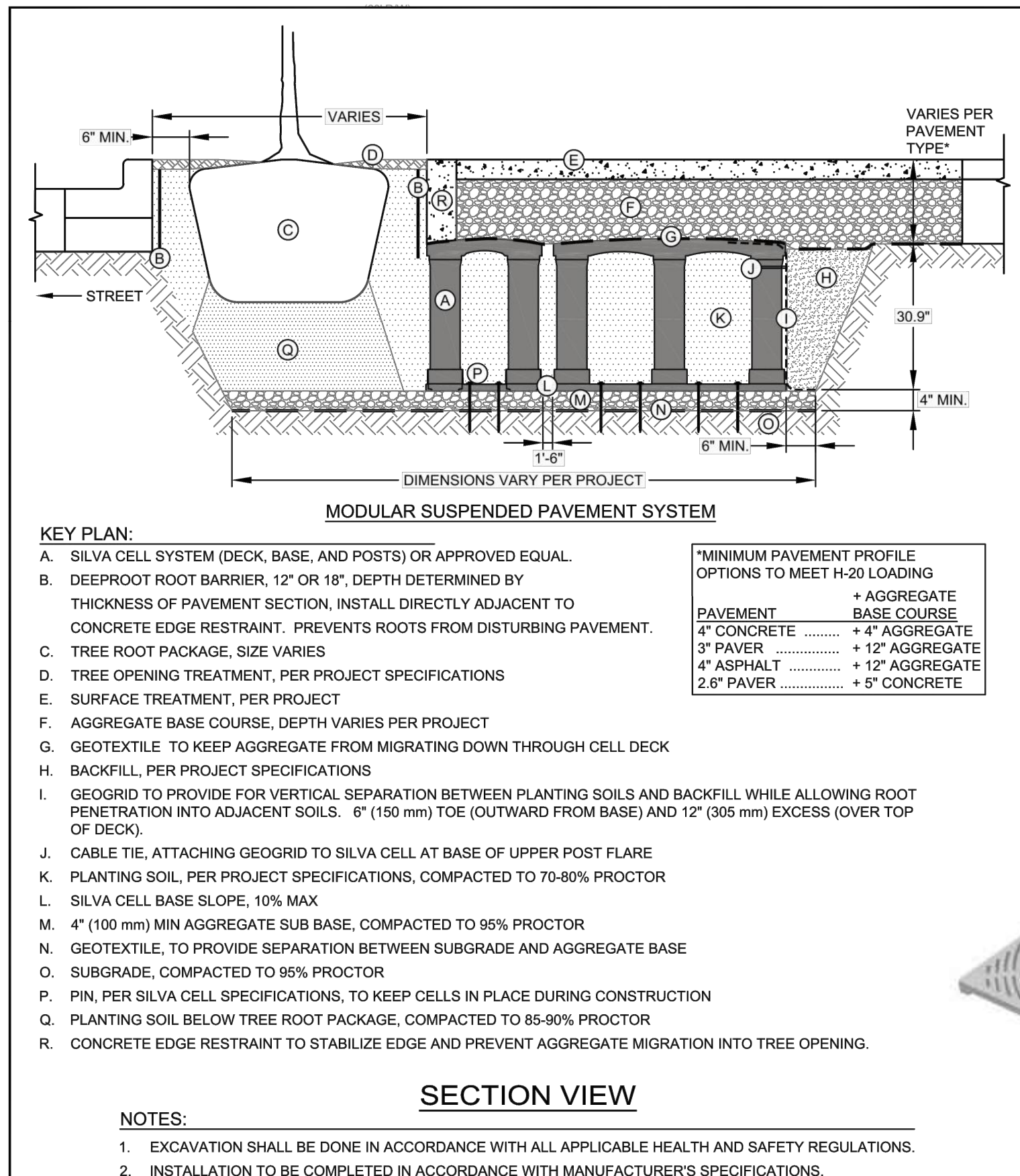
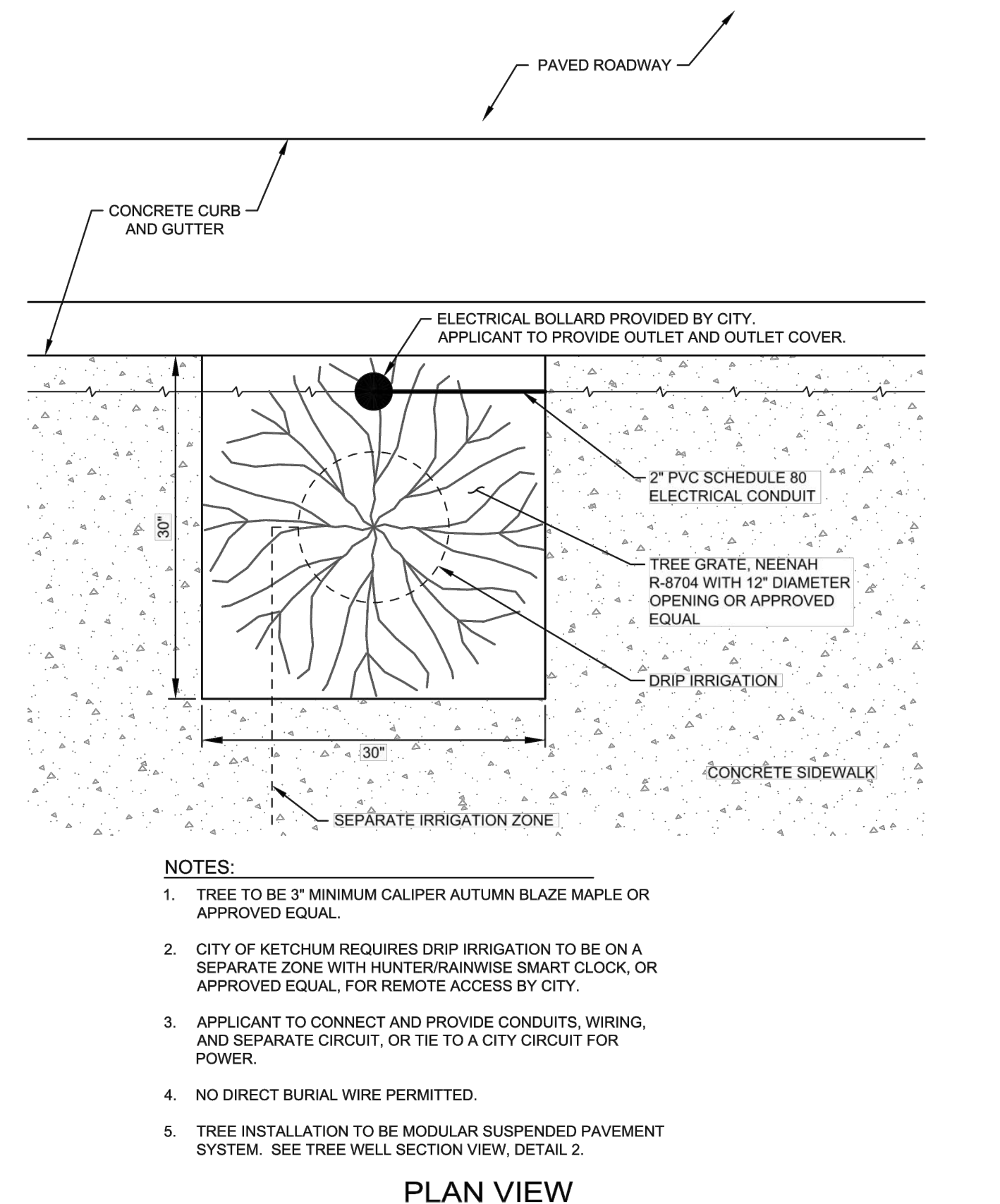
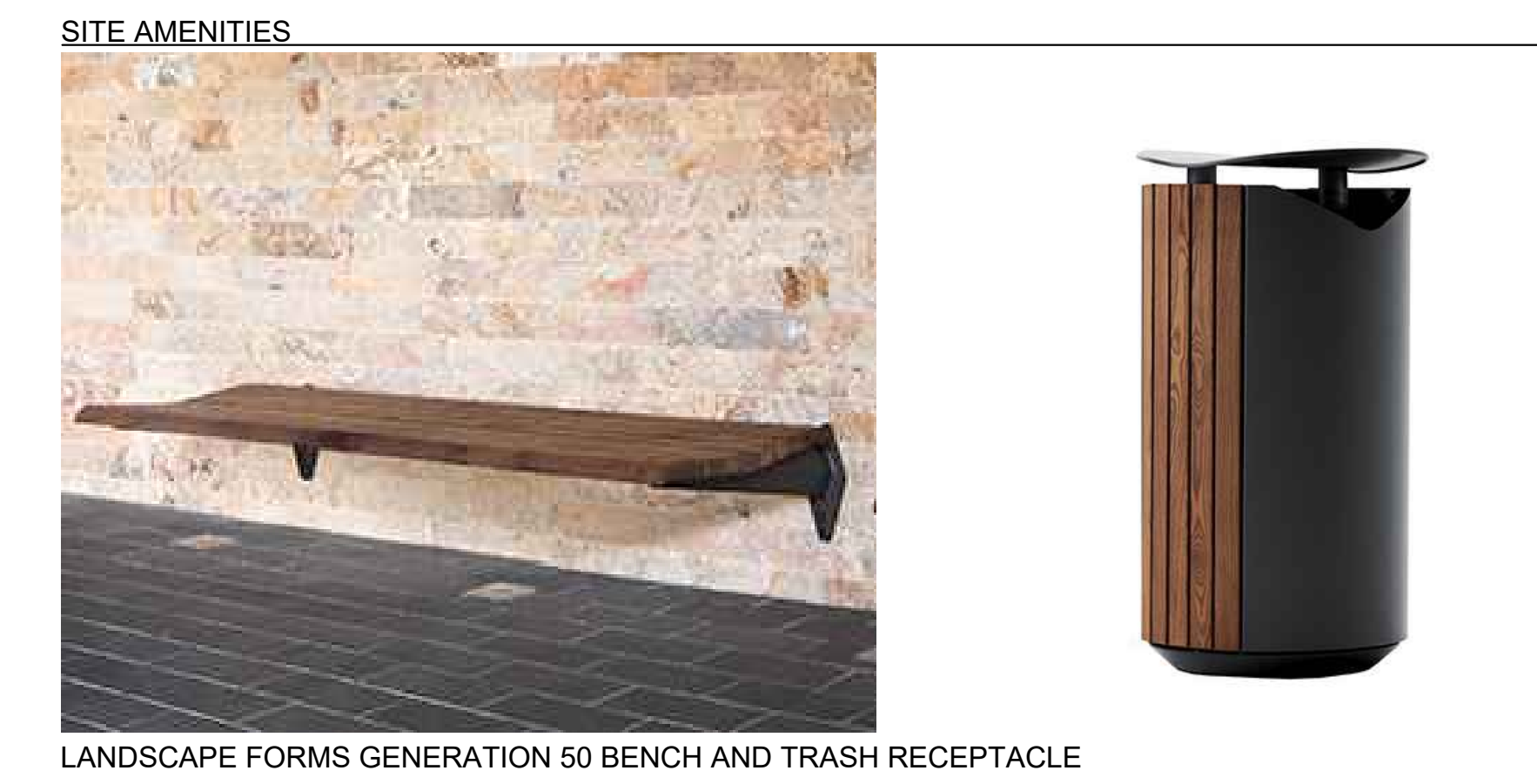
NO.	DATE	BY	REVISIONS

C2.11



- LANDSCAPE LEGEND**
- TRASH RECEPTACLE
 - BIKE RACK
 - INTEGRATED BENCHES
 - HEATED CONCRETE SIDEWALKS

- LANDSCAPE NOTES**
- STREET TREES**
- 1 STREET TREE / 40 LF OF STREET FRONTAGE
 - 100' LF OF FRONTAGE / 40 LF = 3 (2.5) STREET TREES REQUIRED
- BIKE RACKS**
- 1 BIKE RACK PROVIDED FOR 4 PARKING SPACES
 - INVERTED U SHAPE FOR 2 BIKES
- BENCHES & TRASH**
- 1 BENCH AND 1 TRASH RECEPTACLE PROVIDED ALONG EACH FRONTAGE OF 2ND ST AND LEADVILLE AVE
- SNOW STORAGE**
- HEATED CONCRETE SIDEWALKS AND ENTRY AREAS PROVIDED, ELIMINATING REQUIREMENT FOR SNOW STORAGE

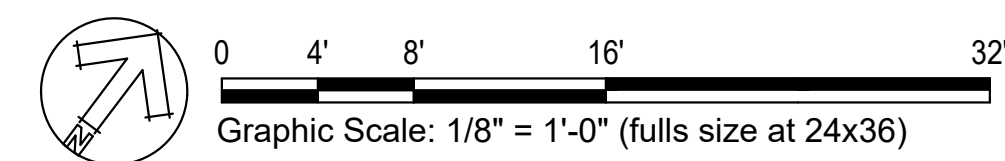


PLANT SCHEDULE - FIRST FLOOR

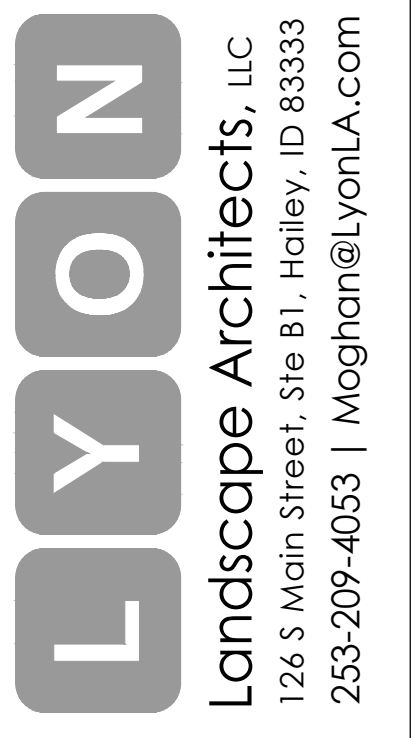
QTY. TREES	BOTANICAL NAME	COMMON NAME	SIZE & SPACING, NOTES
3	Acer x freemanii	Autumn Blaze Maple	3" caliper, full & uniform, B&B
2	Salvia sylvestris 'May Night'	May Night Salvia	1 gal @ 30" oc
7	Spiraea betulifolia 'Tor'	Birch Tor Spirea	3 gal @ 3' OC
16	Festuca glauca 'Elijah Blue'	Blue Fescue	1 gal @ 18" OC

REVISION	APPROVED	DATE	CITY OF KETCHUM STANDARD DRAWING	DRAWING NO.
REV. 1	CITY	10/2019	TREE WELL DETAIL	1

REVISION	APPROVED	DATE	CITY OF KETCHUM STANDARD DRAWING	DRAWING NO.
REV. 1	CITY	10/2019	TREE WELL DETAIL	2



Design Review Re-Submittal



DRAWING SET:
3.18.22 Pre-Application Submittal
5.31.22 Design Review Submittal

REVISIONS:
REV 1:
REV 2:
REV 3:

PROJECT ADDRESS:

The 208
 200 N Leadville
 Ketchum, Idaho 83340

DESIGN: ML
DRAWN: ML
CHECKED: EW

DATE: September 28, 2022

PROJECT: 200 Leadville

NUMBER: LLA0292.21

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

TITLE:

LANDSCAPE SITE PLAN

SHEET:

L1.00



DRAWING SET:
 3.18.22 Pre-Application Submittal
 5.31.22 Design Review Submittal

REVISIONS:
 REV 1:
 REV 2:
 REV 3:

PROJECT ADDRESS:

The 208
 200 N Leadville
 Ketchum, Idaho 83340

DESIGN: ML
 DRAWN: ML
 CHECKED: EW

DATE: September 28, 2022

PROJECT: 200 Leadville

NUMBER: LLA0292.21

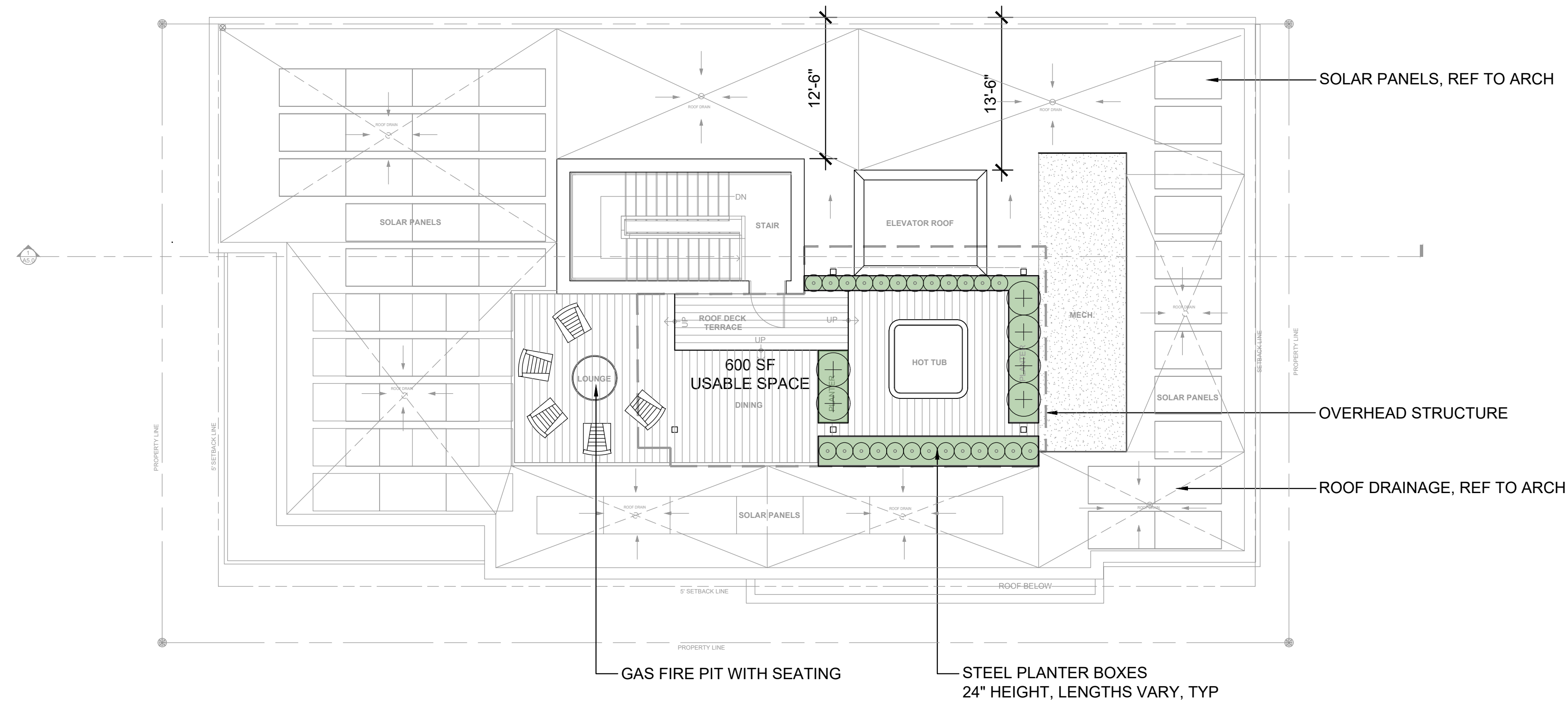
SCALE: 1/8" = 1'-0"

TITLE:

**ROOFTOP
 LAYOUT PLAN**

SHEET:

L1.01



ROOF DECK NOTES

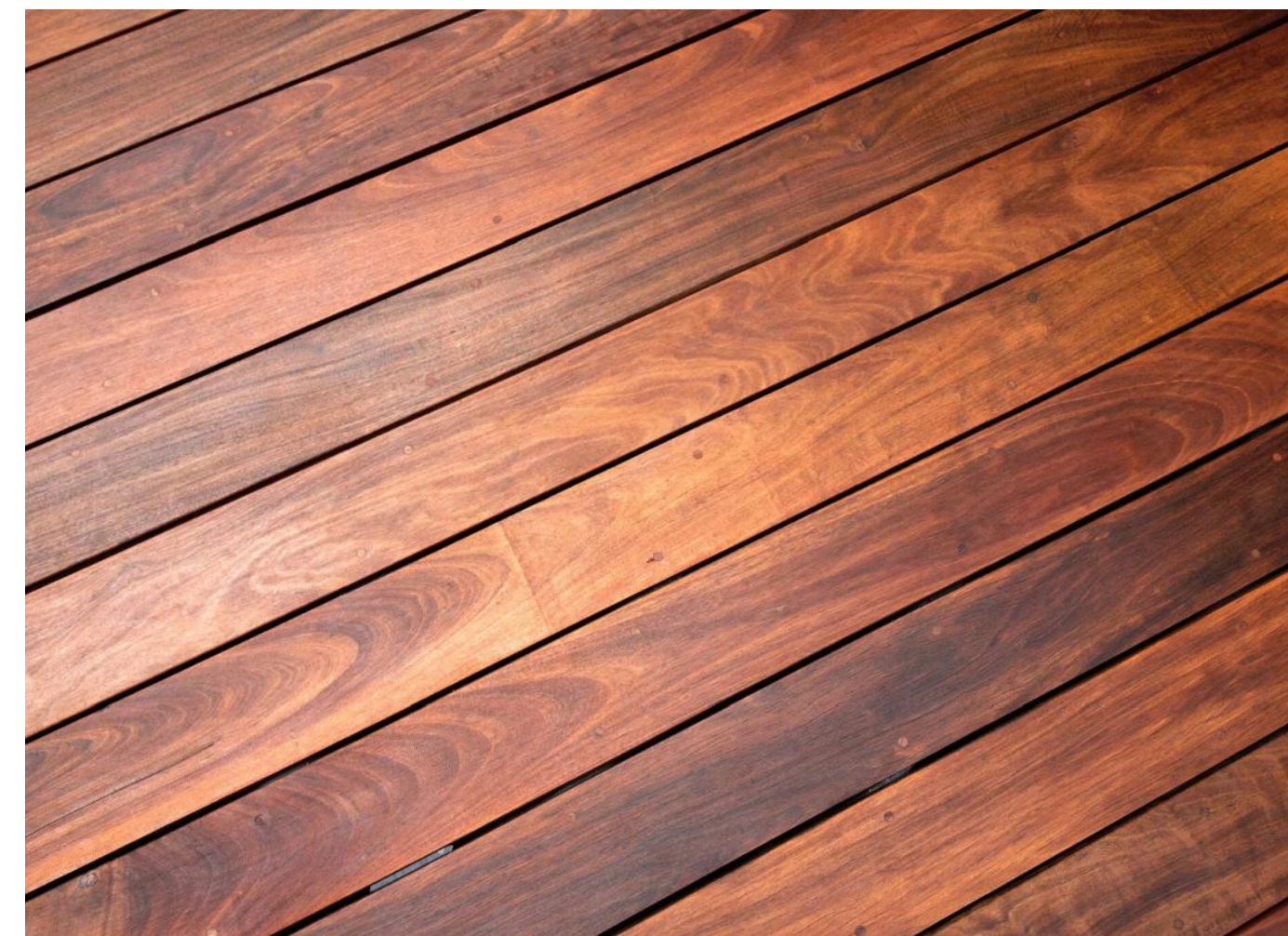
- Landscape planters, tables, chairs & hot tub are not permanently affixed in place
- Gas Fire Pit - May be a permanent structure, requiring a min 10' setback from building facade.

PLANT SCHEDULE - ROOF DECK

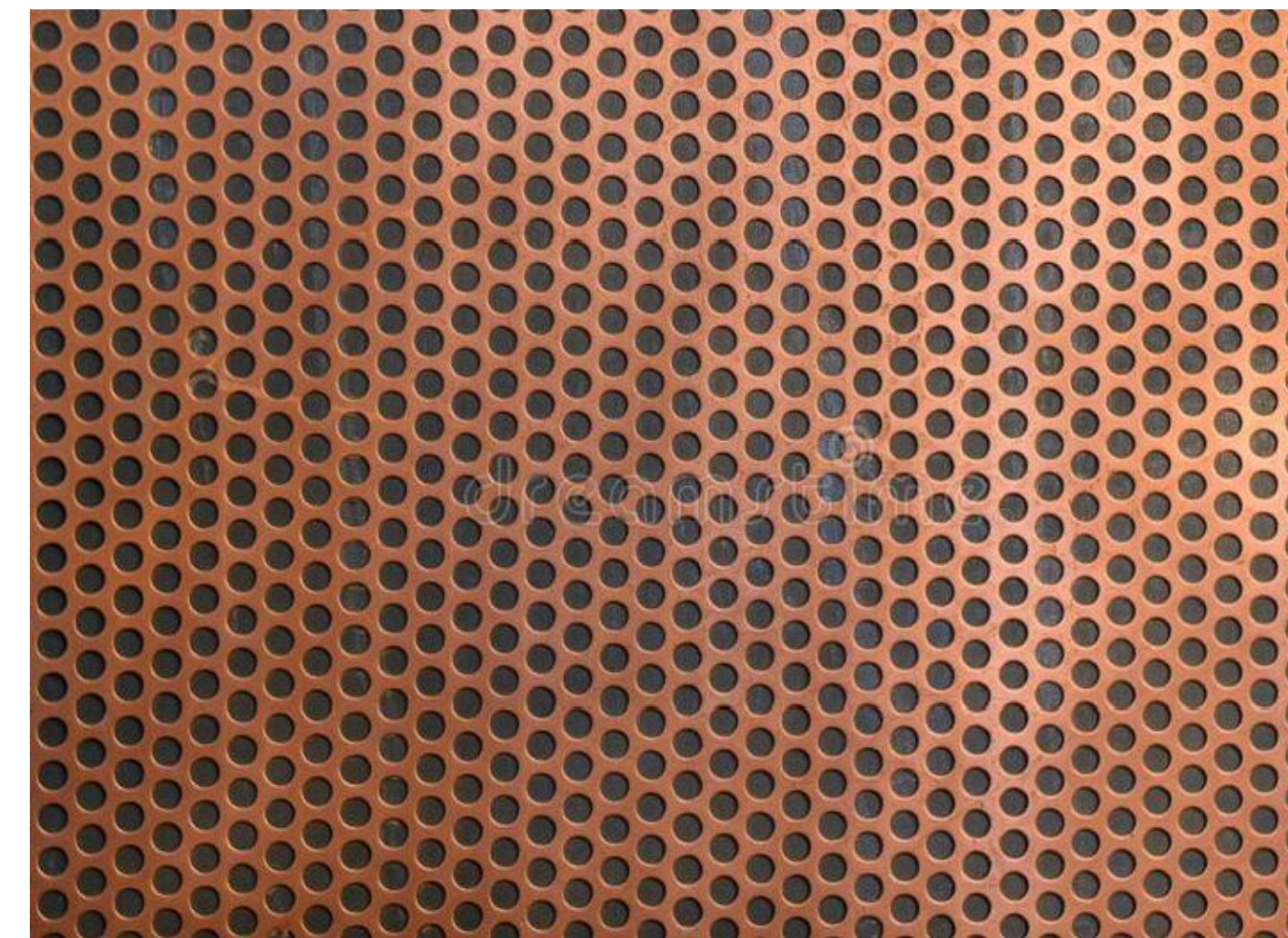
QTY.	BOTANICAL NAME	COMMON NAME	SIZE & SPACING, NOTES
GRASSES			
6	Calamagrostis acutiflora	Karl Foerster Grass	2 gal @ 36" OC
25	Festuca glauca 'Elijah Blue'	Blue Fescue	1 gal @ 18" OC



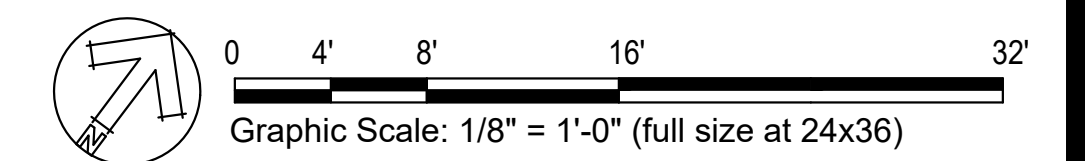
ROOFTOP & AT GRADE STEEL PLANTERS

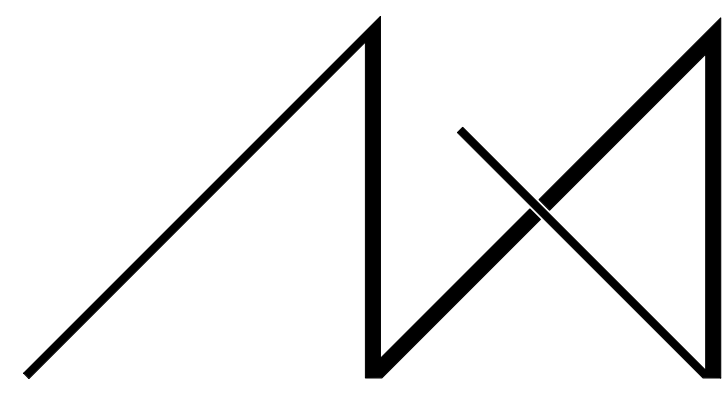


ROOFTOP DECKING MATERIAL



METAL MESH SCREENING OF UTILITIES





MEDICI ARCHITECTS

11711 SE 8TH STREET SUITE 100 BELLEVUE, WA 98005 TEL: (425) 453-9298
200 W. RIVER ST. SUITE 301 KETCHUM, ID 83340 TEL: (208) 726-0194

REGISTRATION:

LICENSED ARCHITECT AR 1937

Emily D. Buchwalter
Emily D. Buchwalter
STATE OF IDAHO

INTAKE DATE: 10/12/22

REVISIONS: DATE:

NO.	DESCRIPTION	DATE

PROJECT / CLIENT:

THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340
PARCEL #RPK00000230010

DRAWING NAME:

SITE PLAN

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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APPROVED FOR CONSTRUCTION:

PROJECT No.: A21-198

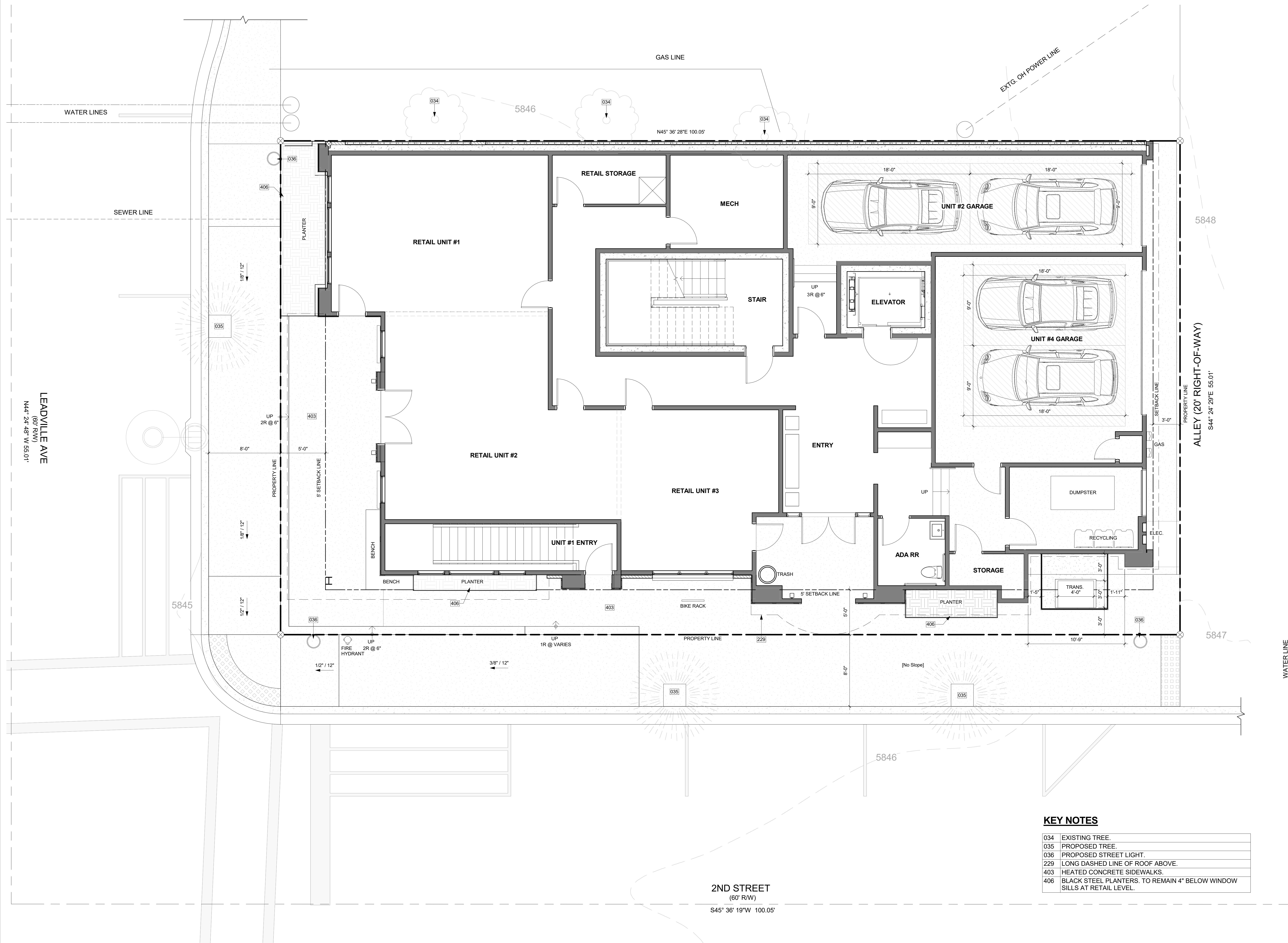
DATE: 11/18/2022

2:16:51 PM

SITE PLAN
1/4" = 1'-0" 1

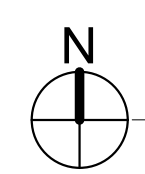
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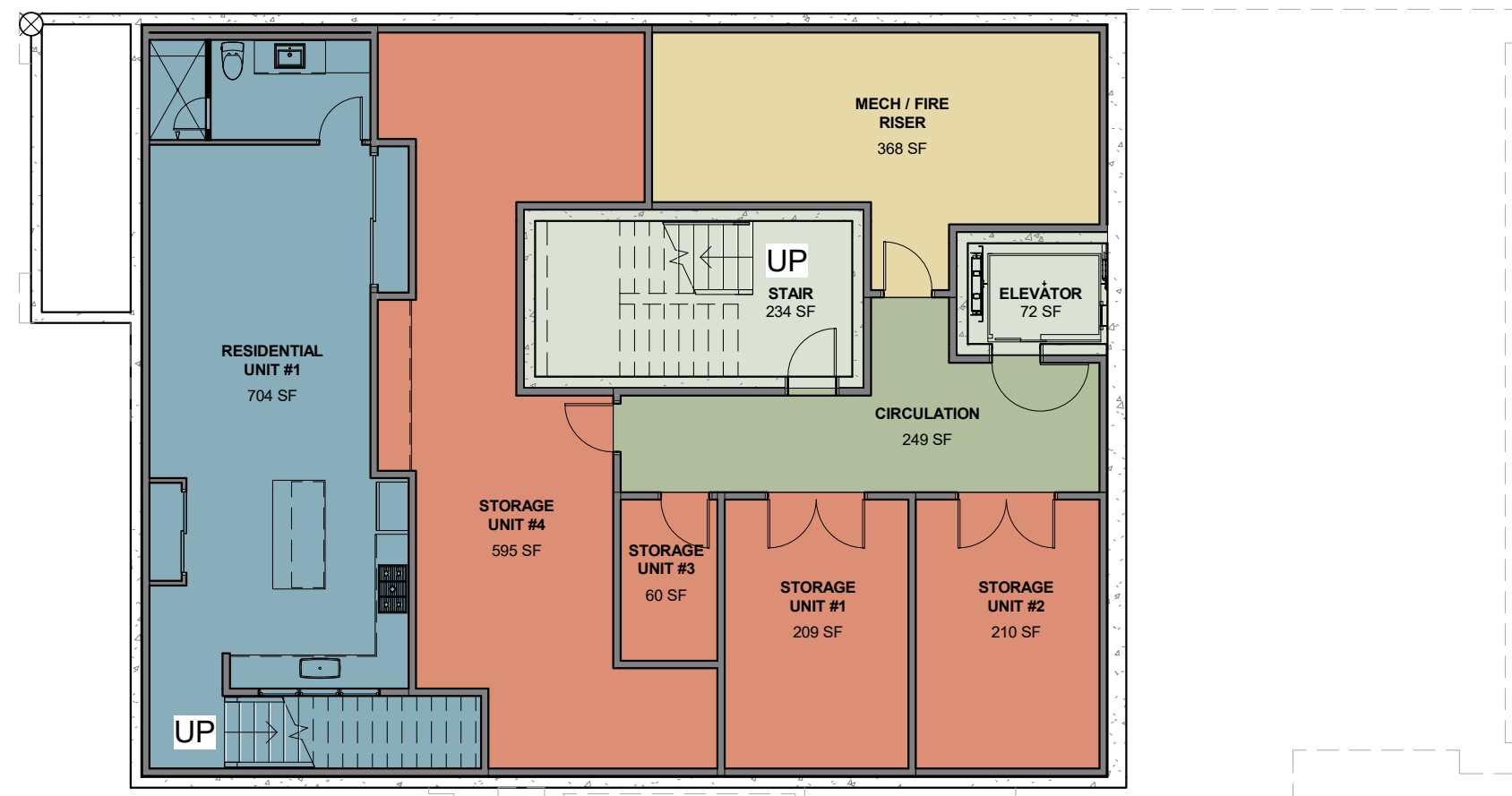
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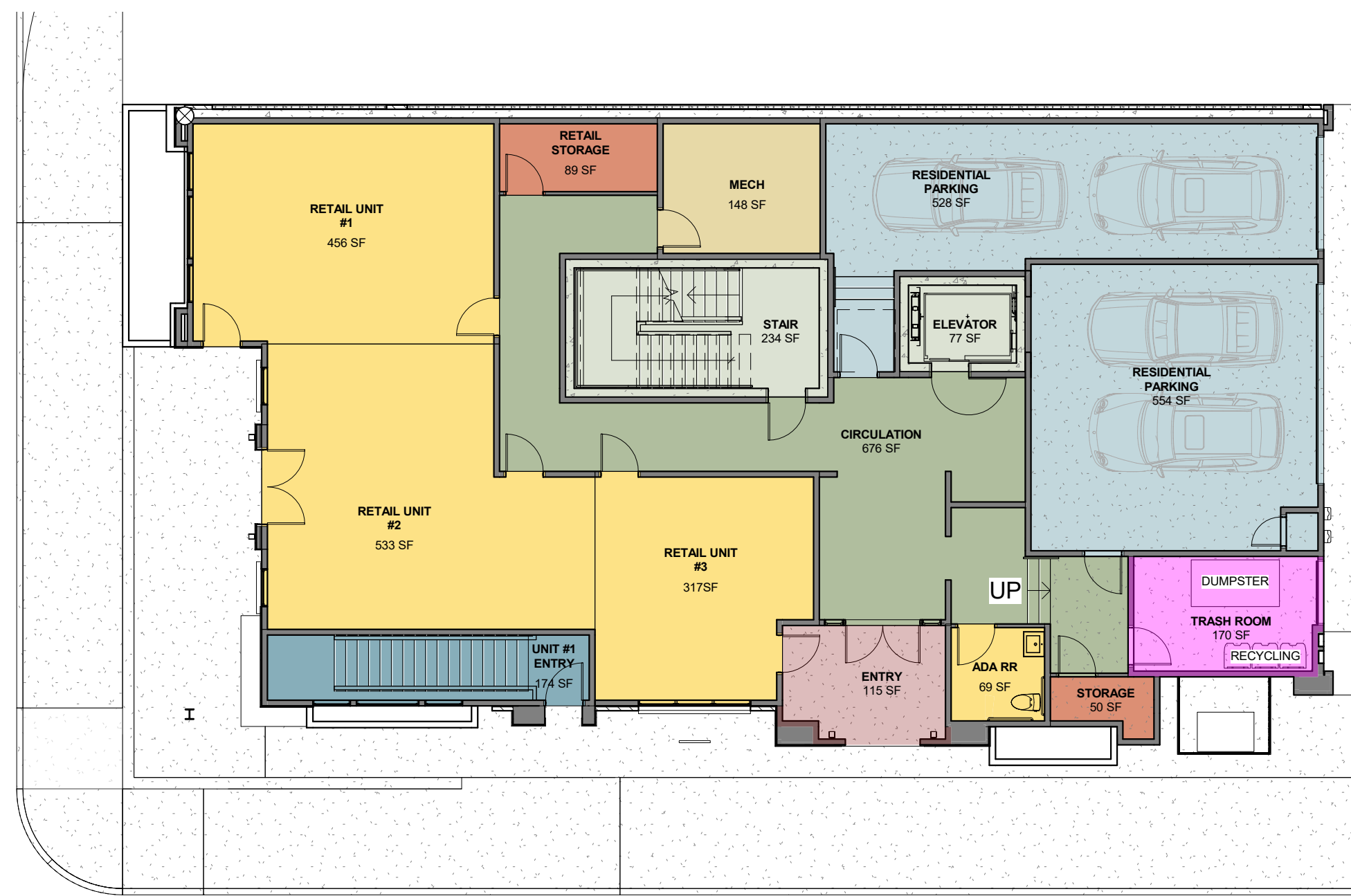
KEY NOTES

034	EXISTING TREE.
035	PROPOSED TREE.
036	PROPOSED STREET LIGHT.
229	LONG DASHED LINE OF ROOF ABOVE.
403	HEATED CONCRETE SIDEWALKS.
406	BLACK STEEL PLANTERS. TO REMAIN 4" BELOW WINDOW SILLS AT RETAIL LEVEL.

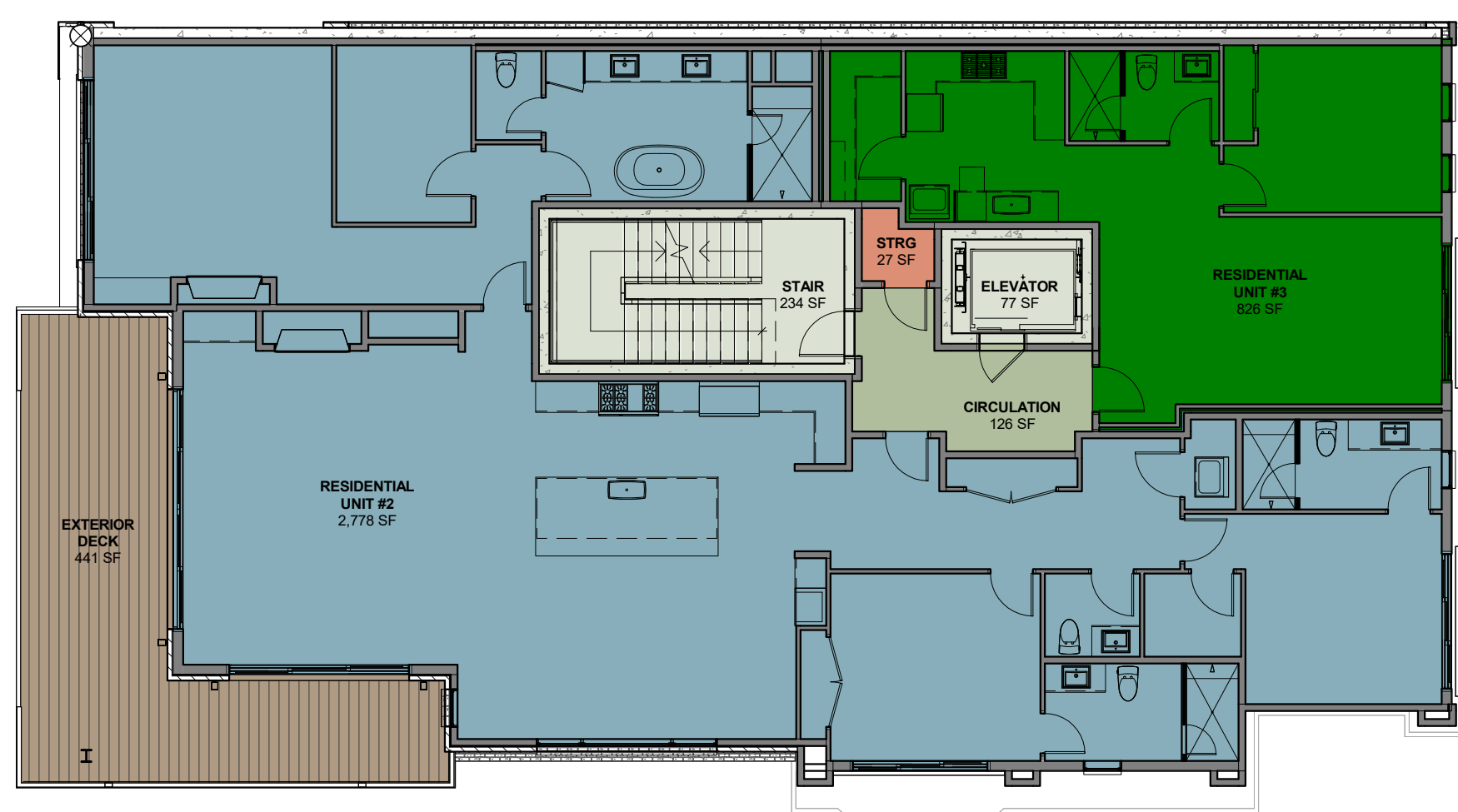




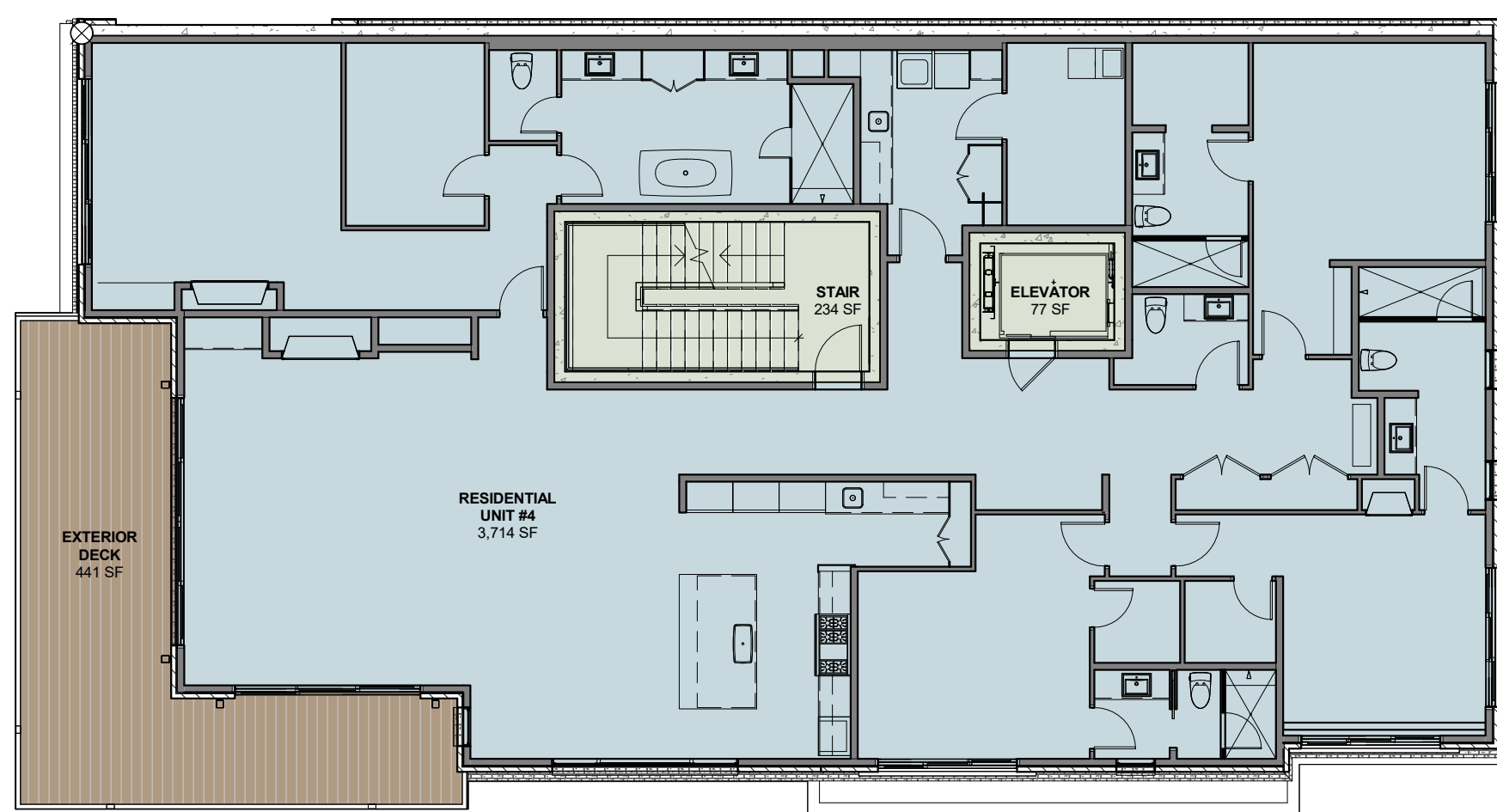
LOWER LEVEL PLAN
3/32" = 1'-0"



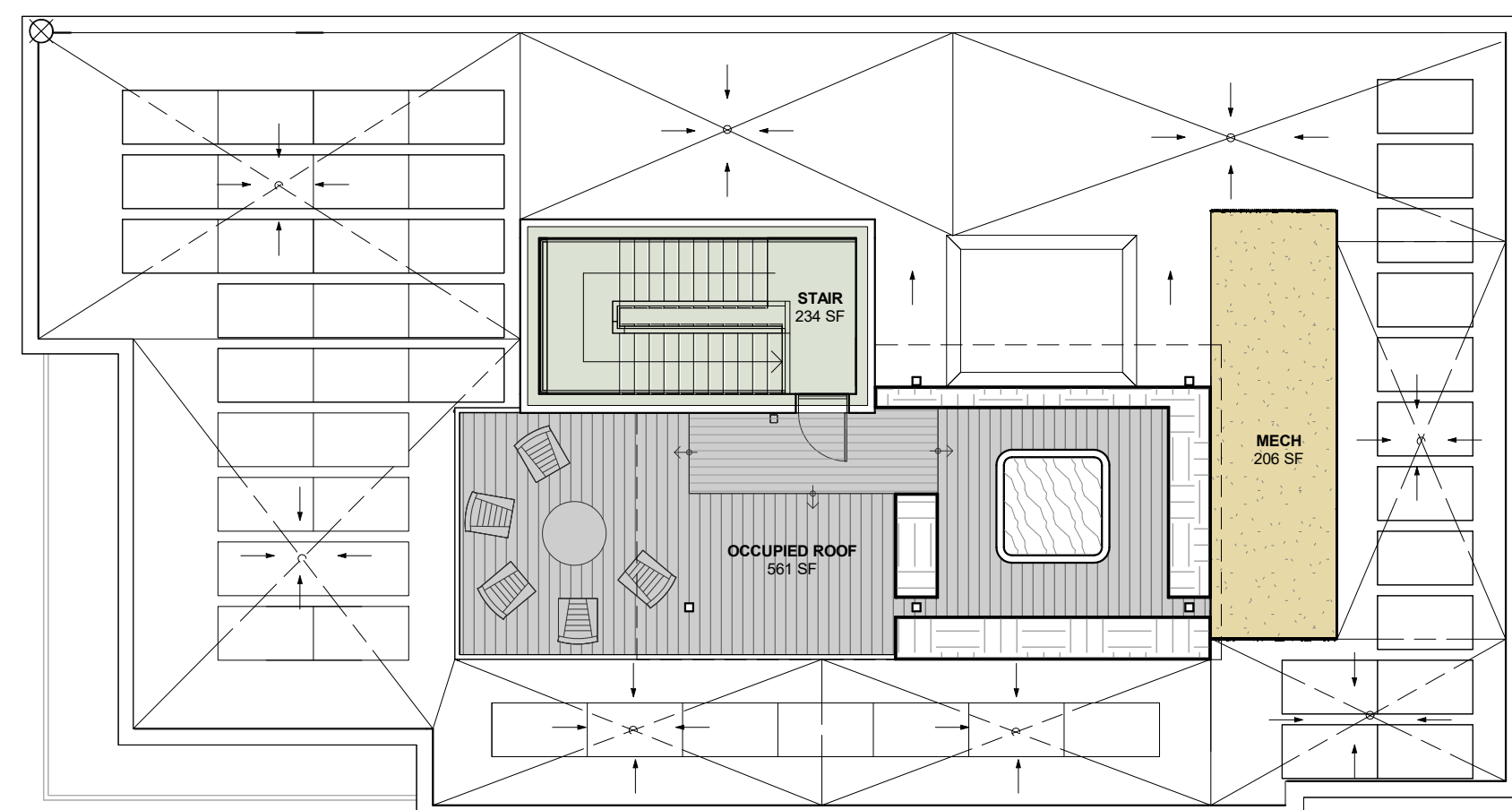
1ST FLOOR PLAN
3/32" = 1'-0"



2ND FLOOR PLAN
3/32" = 1'-0"



3RD FLOOR PLAN
3/32" = 1'-0"

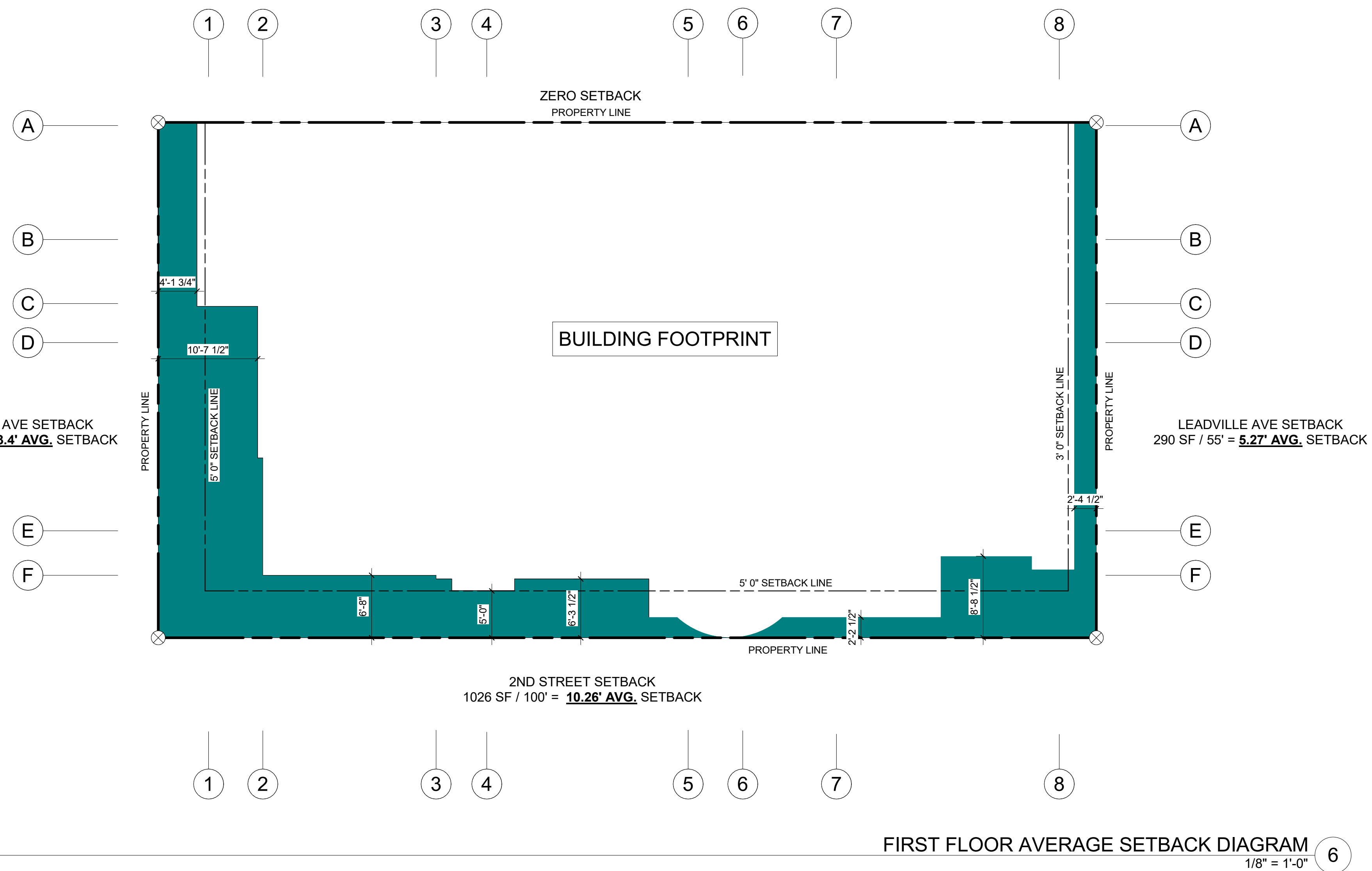


ROOF PLAN
3/32" = 1'-0"

FLOOR AREA LEGEND	
	STORAGE AREA
	RESIDENTIAL PARKING
	RESIDENTIAL AREA
	EXTERIOR AMENITY AREA
	MECHANICAL / FIRE
	COMMERCIAL AREA
	CIRCULATION
	VERTICAL CIRCULATION

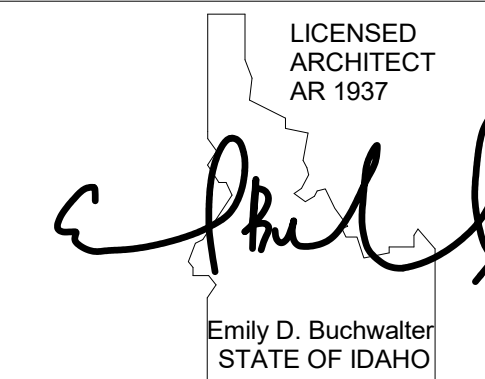
DESIGN REVIEW APPLICATION REQUIREMENTS

BUILDING AREA SQUARE FOOTAGES				
FLOOR PLAN	AREA USE	GROSS AREA SF	NET AREA SF	EXCLUDED AREA SF
LOWER LEVEL	RESIDENTIAL UNIT #1		704 SF	
	STORAGE UNIT #4			595 SF
	STORAGE UNIT #1			209 SF
	STORAGE UNIT #2			210 SF
	STORAGE UNIT #3			60 SF
	MECH / FIRE RISER ROOM			368 SF
	CIRCULATION			246 SF
	STAIR			234 SF
ELEVATOR			77 SF	
TOTALS:		0 SF	704 SF	1999 SF
FLOOR PLAN	AREA USE	GROSS AREA SF	NET AREA SF	EXCLUDED AREA SF
1ST FLOOR	COMMERCIAL UNIT #1	456 SF	421 SF	
	COMMERCIAL UNIT #2	533 SF	520 SF	
	COMMERCIAL UNIT #3	317 SF	295 SF	
	COMMERCIAL RESTROOM	69 SF		
	RESIDENTIAL UNIT#1 STAIR	174 SF		
	RESIDENTIAL PARKING	528 SF		
	RESIDENTIAL PARKING	554 SF		
	STORAGE	89 SF	69 SF	
	STORAGE	50 SF		33 SF
	MECHANICAL	150 SF		
	CIRCULATION	676 SF		
	STAIR	234 SF		
	ELEVATOR	77 SF		
	TRASH ROOM	170 SF		
ELEVATOR	115 SF			
TOTALS:		4192 SF	1338 SF	0 SF
FLOOR PLAN	AREA USE	GROSS AREA SF	NET AREA SF	EXCLUDED AREA SF
2ND FLOOR	RESIDENTIAL UNIT #2	2778 SF	2587 SF	
	RESIDENTIAL UNIT #3	826 SF	749 SF	
	STORAGE	27 SF	20 SF	
	EXTERIOR DECK			441 SF
	CIRCULATION	126 SF		
	STAIR			234 SF
	ELEVATOR			77 SF
TOTALS:		3757 SF	3356 SF	752 SF
FLOOR PLAN	AREA USE	GROSS AREA SF	NET AREA SF	EXCLUDED AREA SF
3RD FLOOR	RESIDENTIAL UNIT #4	3714 SF	3514 SF	
	EXTERIOR DECK			441 SF
	STAIR			234 SF
TOTALS:		3714 SF	3514 SF	675 SF
FLOOR PLAN	AREA USE	GROSS AREA SF	NET AREA SF	EXCLUDED AREA SF
ROOF DECK	OCCUPIED ROOF			561 SF
	MECHANICAL			206 SF
	STAIR			234 SF
TOTALS:		0 SF	0 SF	1001 SF
	GROSS AREA SF	NET AREA SF	EXCLUDED AREA SF	
TOTAL BUILDING:	11663 SF	8912 SF	4427 SF	
PARKING CREDIT:			648 SF	
	GROSS AREA SF	SITE AREA SF	FAR	
FAR:	11663 SF	8912 SF	2.00	



REVISIONS:	DATE:

REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS:	DATE:

PROJECT / CLIENT:
THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:
 200 N LEADVILLE KETCHUM
 IDAHO, 83340
 PARCEL #RPK00000230010

DRAWING NAME:

LOWER LEVEL PLAN

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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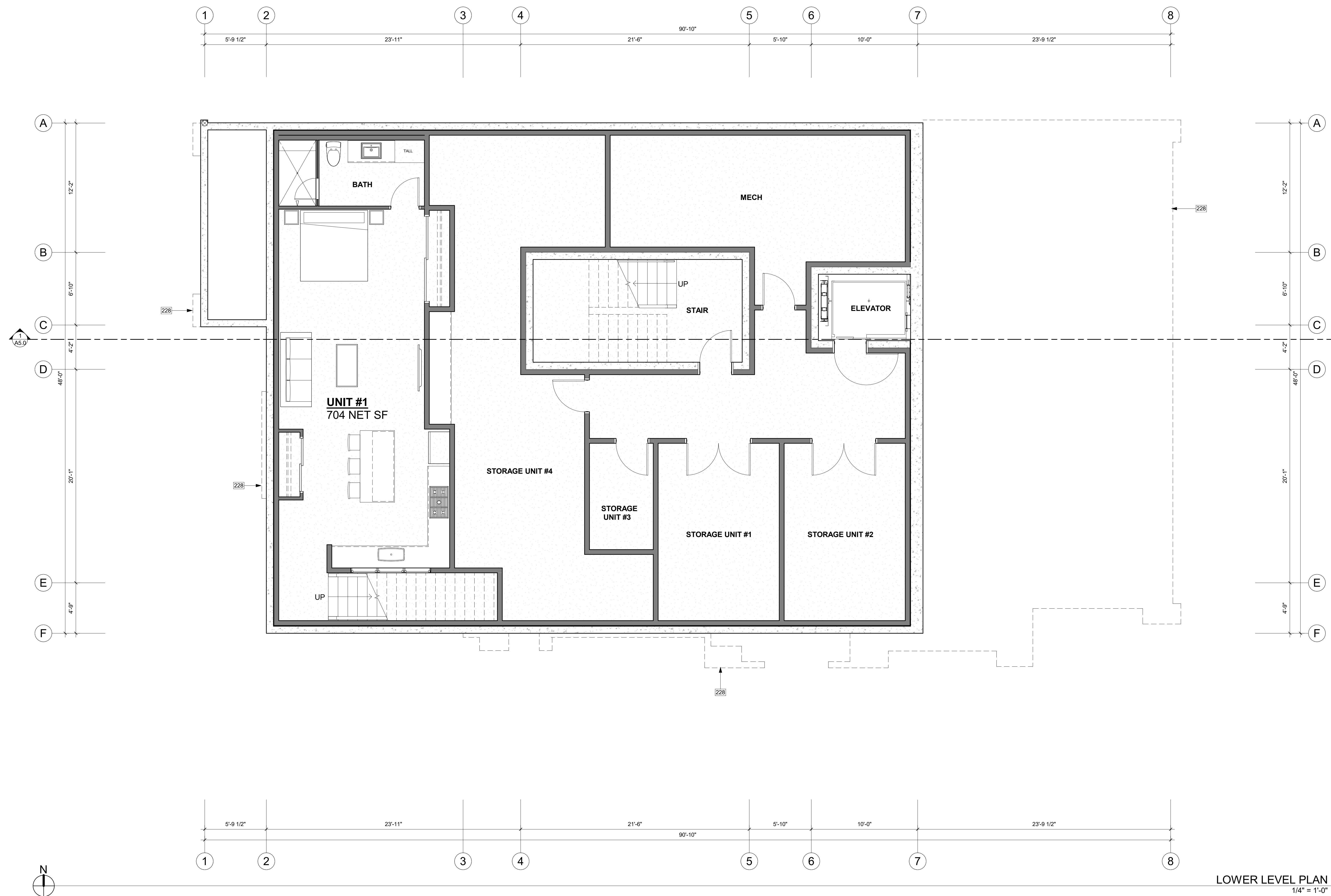
APPROVED FOR CONSTRUCTION:

PROJECT No.: A21-198

DATE: 11/18/2022
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PLOT SCALE: 1:1

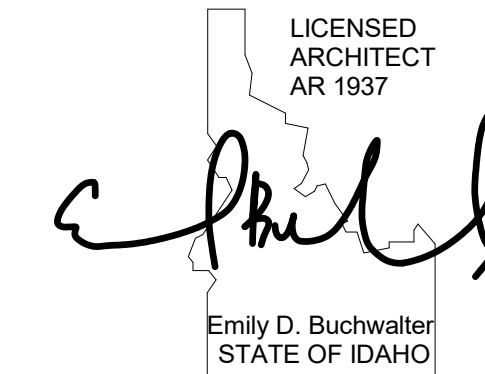
A2.0



KEY NOTES

228 DASHED LINE OF BUILDING ABOVE.

REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS: DATE:

REVISIONS:	DATE:

PROJECT / CLIENT:

THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340
 PARCEL #RPK00000230010

DRAWING NAME:

1ST FLOOR PLAN

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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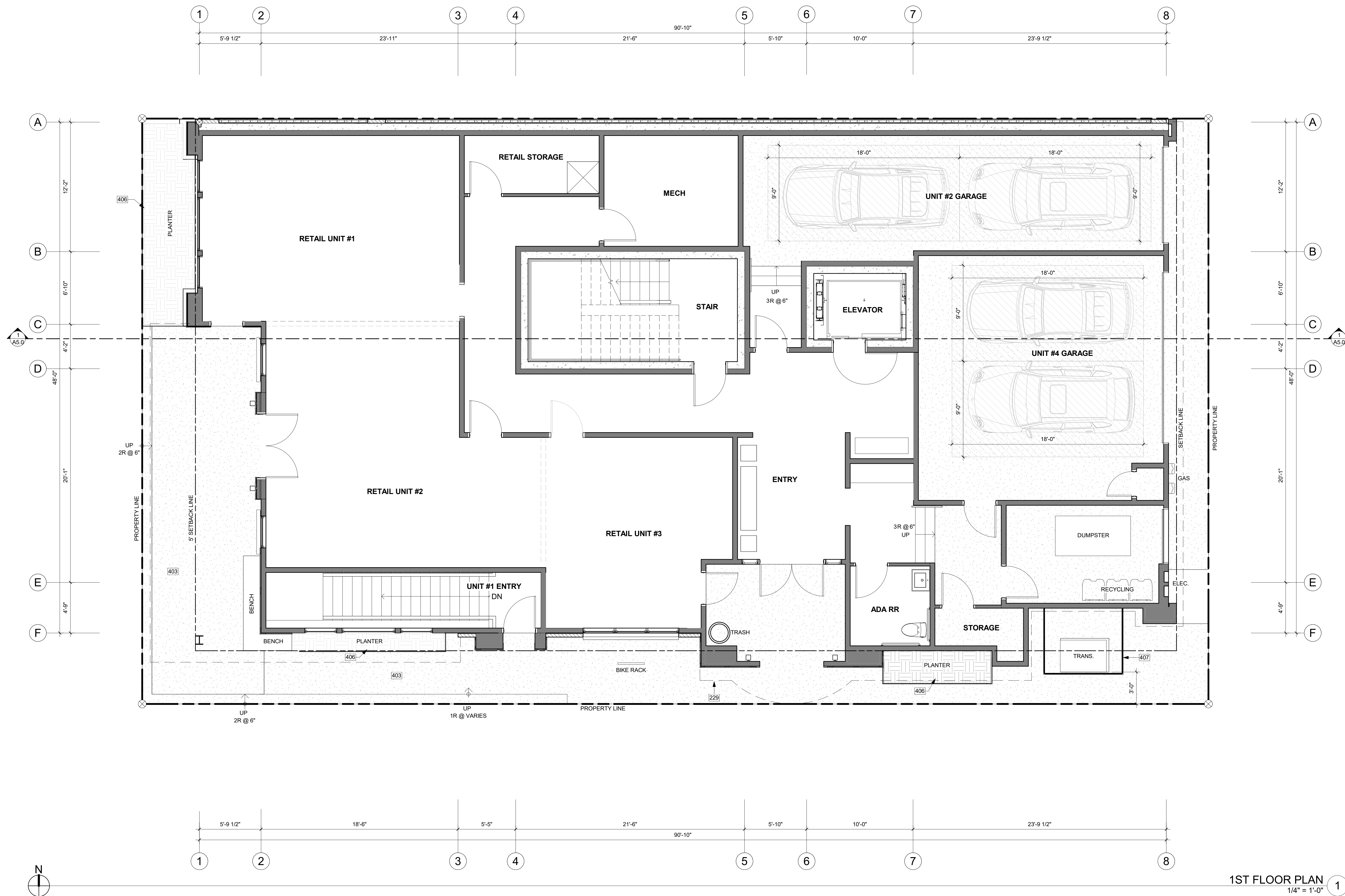
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DATE: 11/18/2022

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A2.1

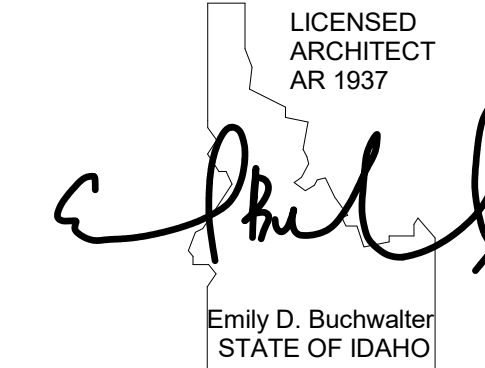
PLOT SCALE: 1:1



KEY NOTES

- 229 LONG DASHED LINE OF ROOF ABOVE.
- 403 HEATED CONCRETE SIDEWALKS.
- 406 BLACK STEEL PLANTERS. TO REMAIN 4" BELOW WINDOW SILLS AT RETAIL LEVEL.
- 407 METAL MESH SCREEN.

REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS: DATE:

REVISIONS:	DATE:

PROJECT / CLIENT:

THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340
 PARCEL #RPK00000230010

DRAWING NAME:

2ND FLOOR PLAN

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

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APPROVED FOR CONSTRUCTION:

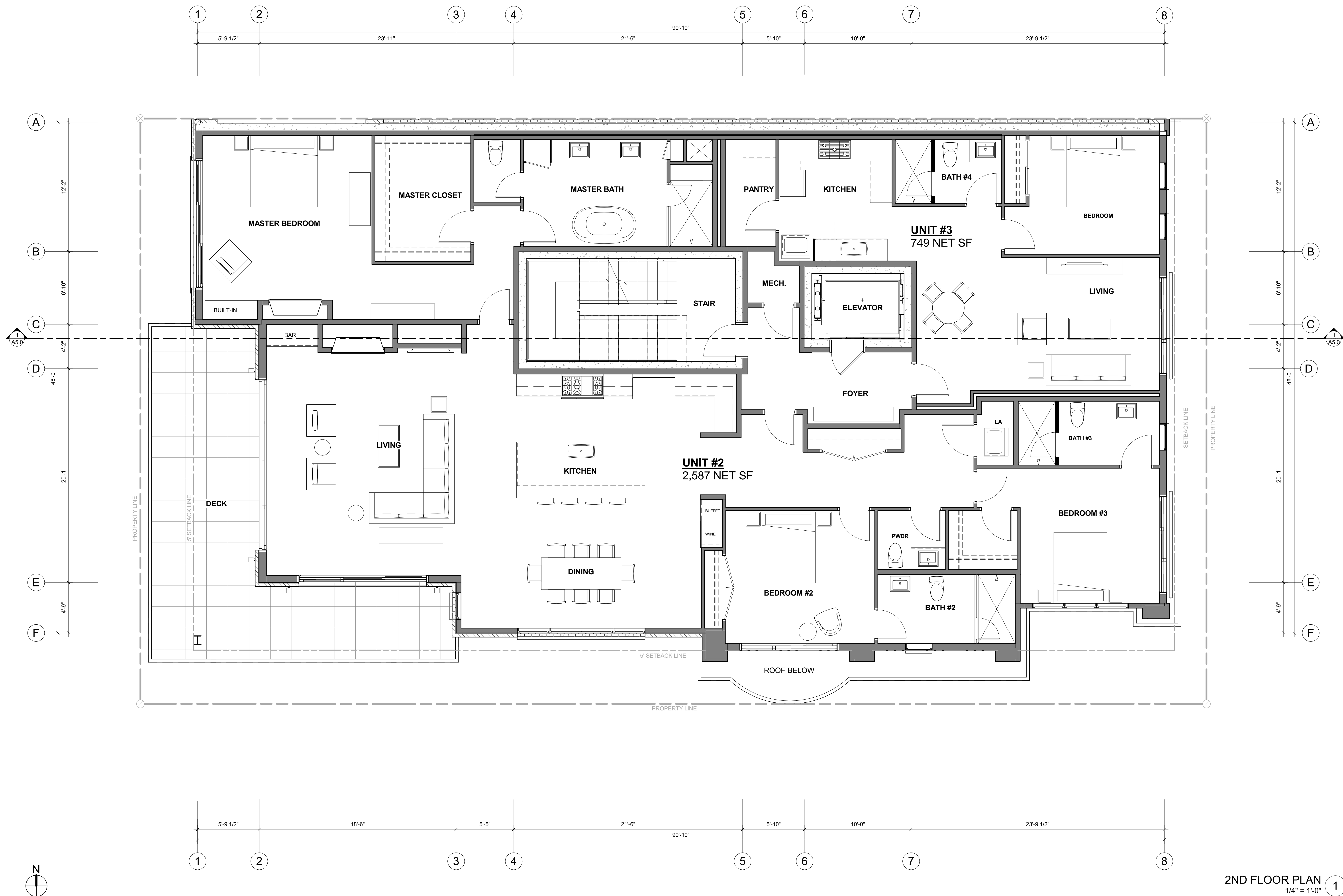
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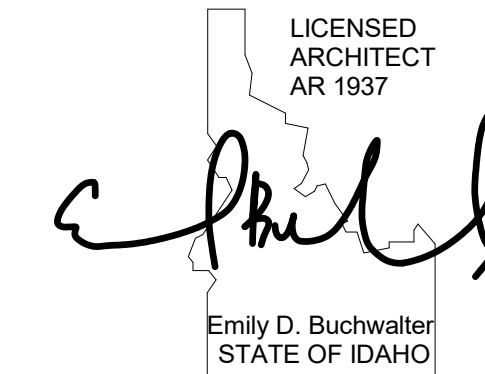
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A2.2

PLOT SCALE: 1:1



REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS:	DATE:

PROJECT / CLIENT:

THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340
 PARCEL #RPK00000230010

DRAWING NAME:

3RD FLOOR PLAN

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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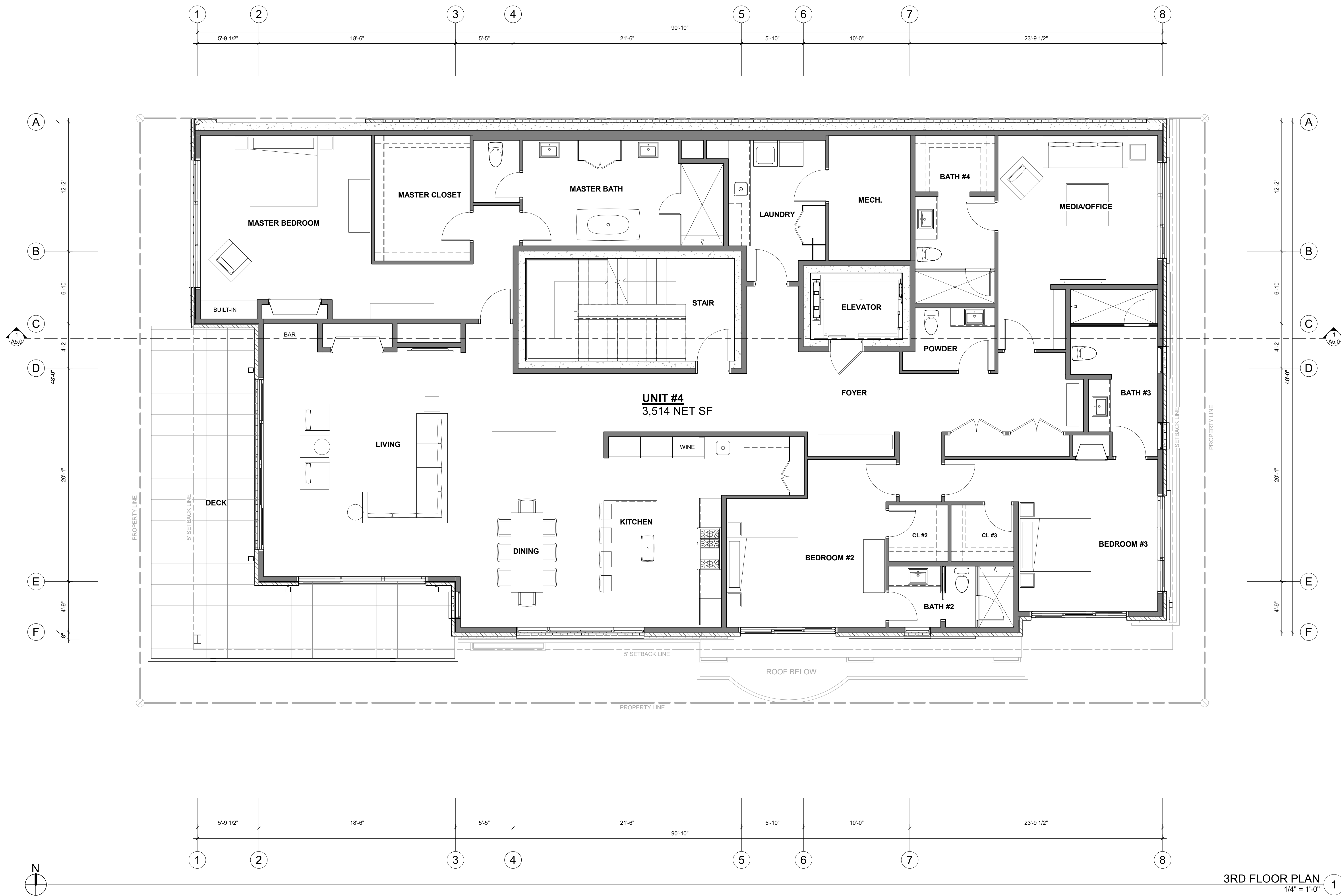
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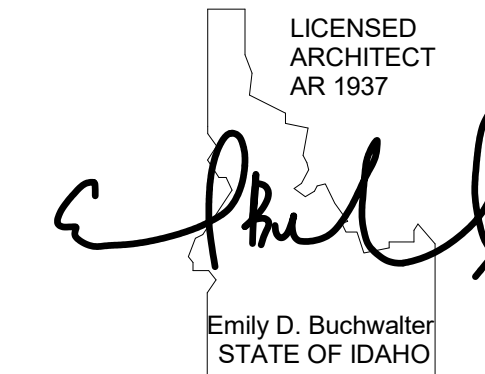
A2.3

PLOT SCALE: 1:1



3RD FLOOR PLAN
 1/4" = 1'-0" 1

REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS: DATE:

REVISIONS:	DATE:

PROJECT / CLIENT:

THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340 PARCEL #RPK00000230010

DRAWING NAME:

ROOF PLAN

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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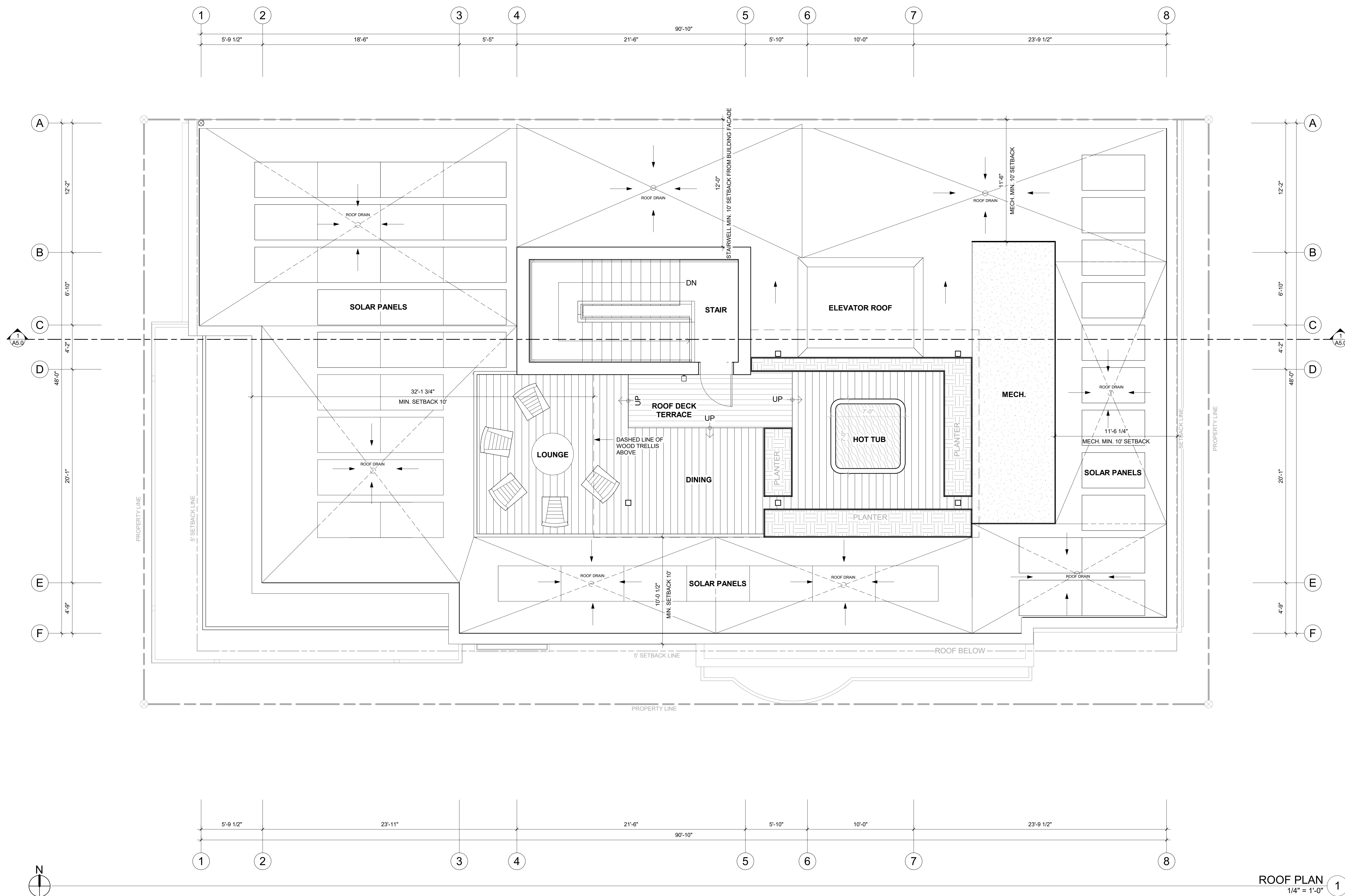
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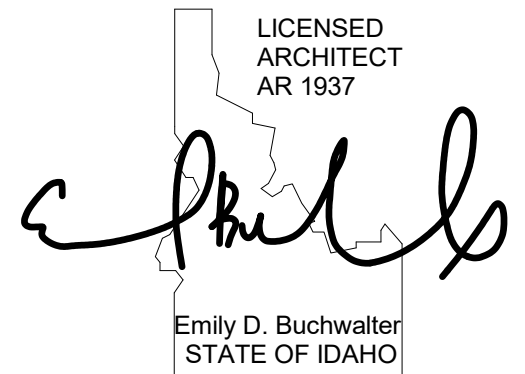
PLOT SCALE: 1:1

A3.0



ROOF PLAN 1
1/4" = 1'-0"

REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS:	DATE:

PROJECT / CLIENT:

THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340
 PARCEL #RPK00000230010

DRAWING NAME:

ELEVATIONS

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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PROJECT No.: A21-198

DATE: 11/18/2022
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A4.0

PLOT SCALE: 1:1

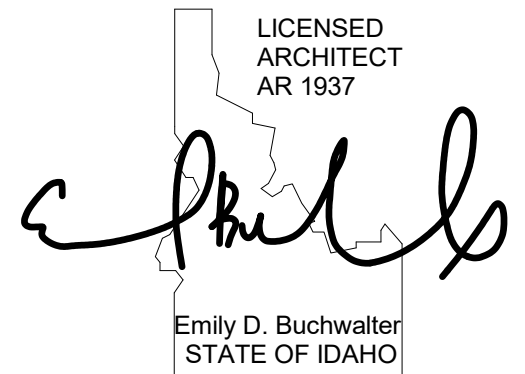


SOUTH ELEVATION 1
 1/4" = 1'-0"

KEY NOTES

400	NATURAL STONE VENEER.
401	BRICK VENEER.
404	WOOD SIDING.
405	BLACK STEEL C-CHANNEL.
406	BLACK STEEL PLANTERS. TO REMAIN 4" BELOW WINDOW SILLS AT RETAIL LEVEL.
407	METAL MESH SCREEN.
408	BLACK STEEL GUARD. MIN. 75% TRANSPARENT AT ROOFTOP.
409	BLACK METAL COPING OVER PARAPET WALL.
410	METAL CLAD WOOD WINDOWS AND DOORS.
411	PRE CAST CONCRETE LINTEL.
413	BLACK STEEL FRAMED TRELLIS W/ BLACK STAINED WOOD CANOPY.

REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS:	DATE:

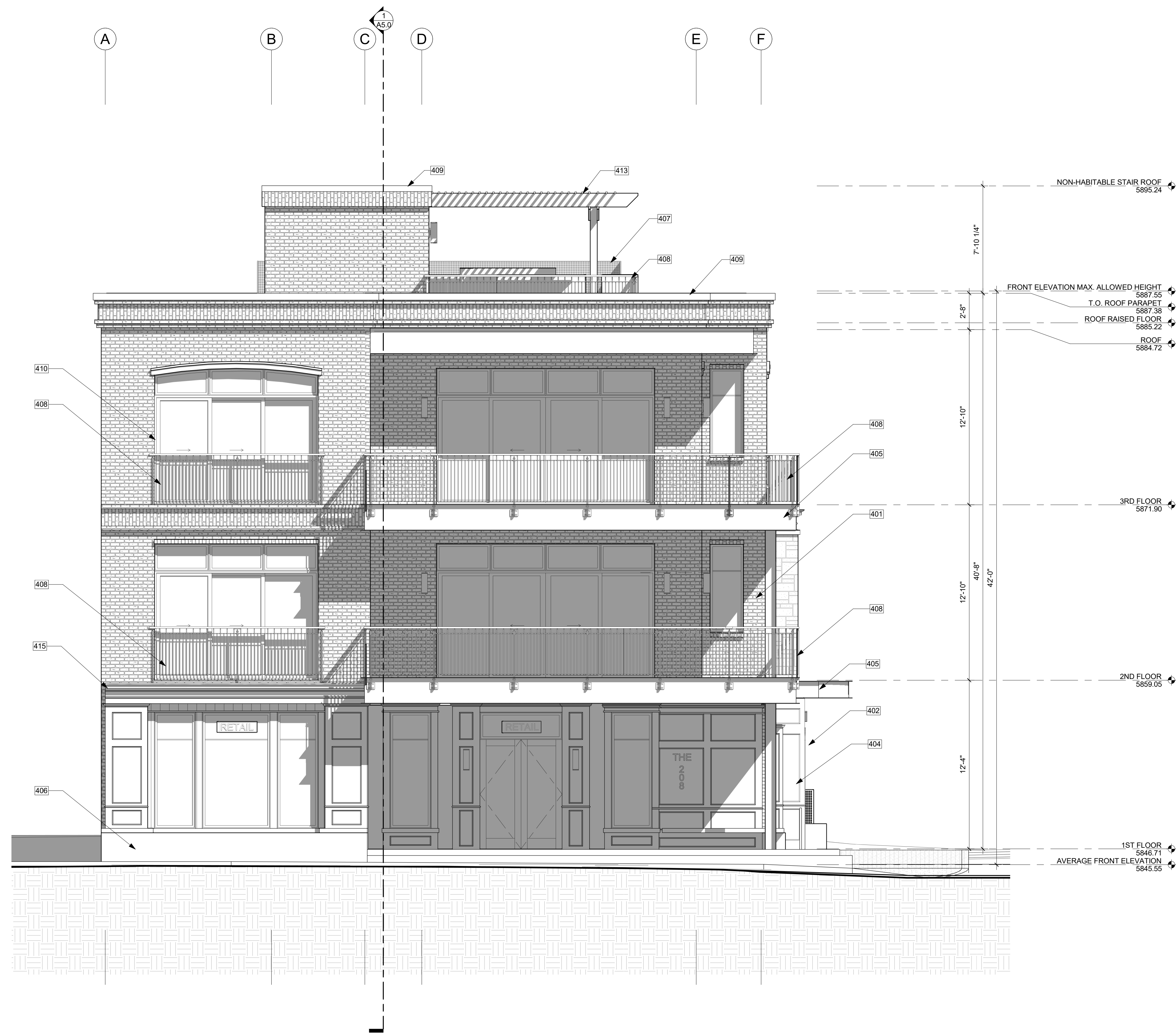
PROJECT / CLIENT:

THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340 PARCEL #RPK00000230010



WEST ELEVATION 2
 1/4" = 1'-0"

KEY NOTES

401	BRICK VENEER.
402	LIGHTING @ ALL EXTERIOR DOORS INSTALLED PER MANUFACTURER, TYP. REFER TO SHEET A5.2 FOR LIGHTING SPECS. ALL LIGHTS SHALL COMPLY WITH CITY OF KETCHUM MUNICIPAL CODE 17.132.
404	WOOD SIDING.
405	BLACK STEEL C-CHANNEL.
406	BLACK STEEL PLANTERS. TO REMAIN 4" BELOW WINDOW SILLS AT RETAIL LEVEL.
407	METAL MESH SCREEN.
408	BLACK STEEL GUARD. MIN. 75% TRANSPARENT AT ROOFTOP.
409	BLACK METAL COPING OVER PARAPET WALL.
410	METAL CLAD WOOD WINDOWS AND DOORS.
413	BLACK STEEL FRAMED TRELLIS W/ BLACK STAINED WOOD CANOPY.
415	BLACK WOOD LINTEL.

DRAWING NAME:

ELEVATIONS

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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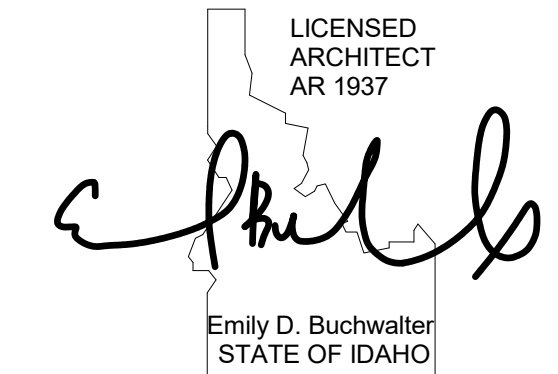
PROJECT No.: A21-198

DATE: 11/18/2022
 2:18:24 PM

PLOT SCALE: 1:1

A4.1

REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS:	DATE:

PROJECT / CLIENT:

THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340
 PARCEL #RPK00000230010

DRAWING NAME:

ELEVATIONS

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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APPROVED FOR CONSTRUCTION:



EAST ELEVATION
 1/4" = 1'-0" 1

KEY NOTES

400	NATURAL STONE VENEER.
401	BRICK VENEER.
405	BLACK STEEL C-CHANNEL.
407	METAL MESH SCREEN.
408	BLACK STEEL GUARD. MIN. 75% TRANSPARENT AT ROOFTOP.
409	BLACK METAL COPING OVER PARAPET WALL.
410	METAL CLAD WOOD WINDOWS AND DOORS.
411	PRE CAST CONCRETE LINTEL.
412	ELECTRICAL/ GAS METERS.
413	BLACK STEEL FRAMED TRELLIS W/ BLACK STAINED WOOD CANOPY.

PROJECT No.: A21-198

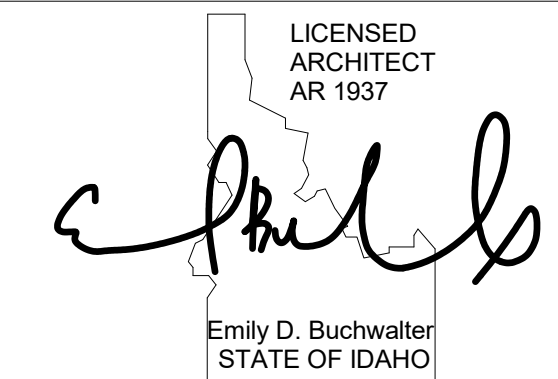
DATE: 11/18/2022

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PLOT SCALE: 1:1

A4.2

REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS: DATE:

REVISIONS:	DATE:

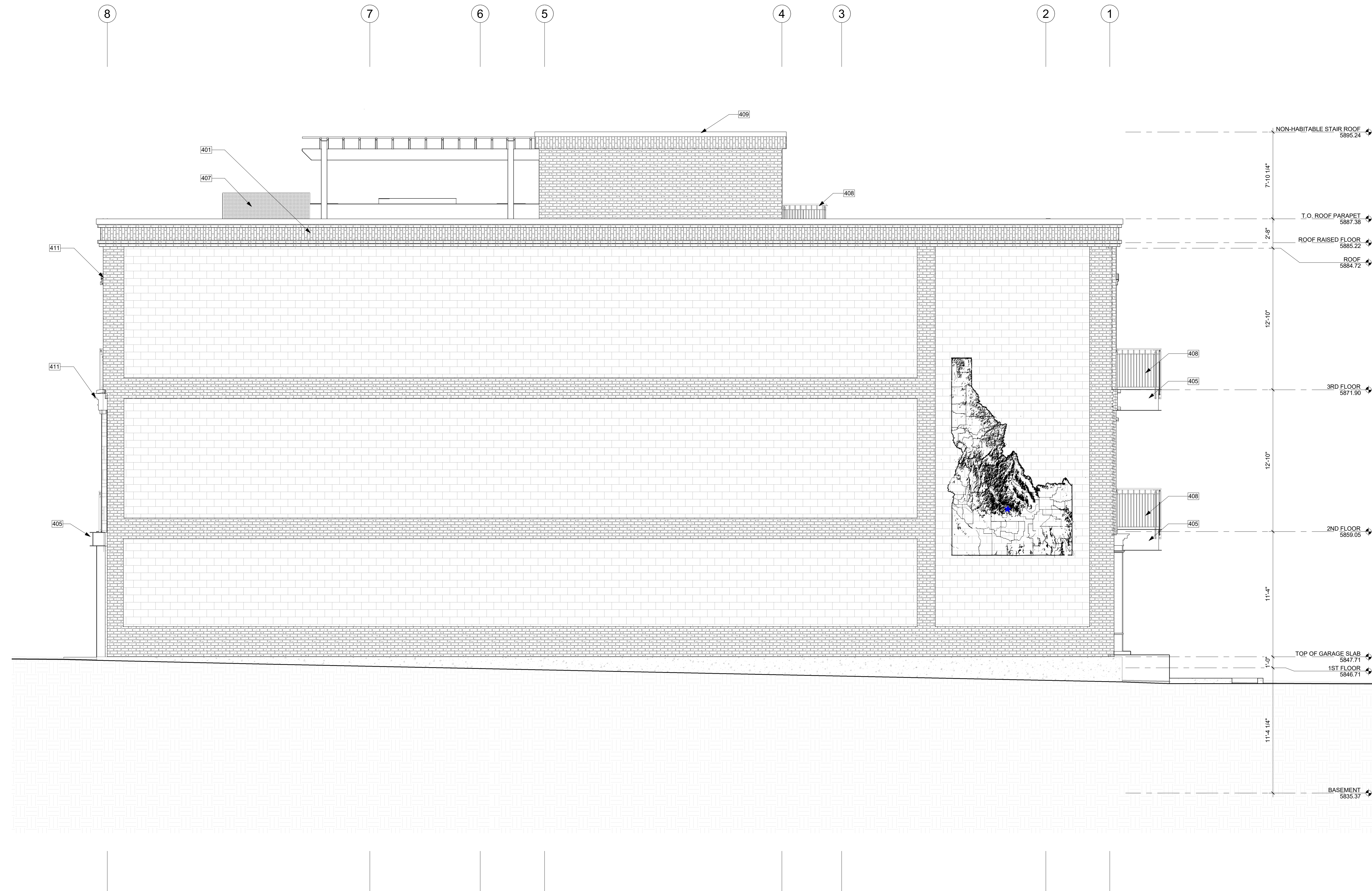
PROJECT / CLIENT:

THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340
 PARCEL #RPK00000230010



NORTH ELEVATION 1
 1/4" = 1'-0"

KEY NOTES

401	BRICK VENEER.
405	BLACK STEEL C-CHANNEL.
407	METAL MESH SCREEN.
408	BLACK STEEL GUARD. MIN. 75% TRANSPARENT AT ROOFTOP.
409	BLACK METAL COPING OVER PARAPET WALL.
411	PRE CAST CONCRETE LINTEL.

DRAWING NAME:

ELEVATIONS

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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PROJECT No.: A21-198
 DATE: 11/18/2022 2:18:47 PM

PLOT SCALE: 1:1

A4.3



SOUTH EAST PERSPECTIVE 1

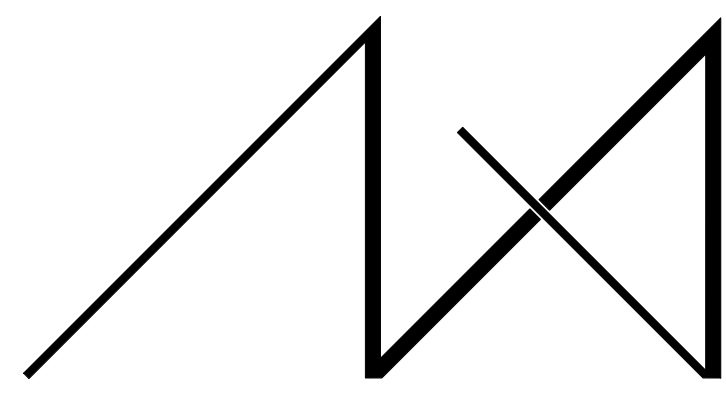


NORTH EAST PERSPECTIVE 2



SOUTH WEST PERSPECTIVE 1

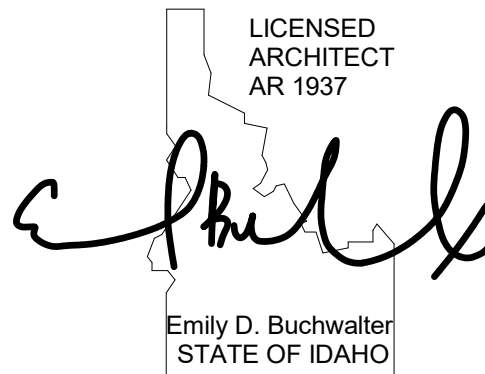
NOTE: 3D RENDERINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY. NOT TO BE USED FOR CONSTRUCTION.



MEDICI ARCHITECTS

11711 SE 8TH STREET SUITE 100 BELLEVUE, WA 98005 TEL: (425) 453-9298
 200 W. RIVER ST. SUITE 301 KETCHUM, ID 83340 TEL: (208) 726-0194

REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS: DATE:

REVISIONS:	DATE:

PROJECT / CLIENT:

THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:
 200 N LEADVILLE KETCHUM
 IDAHO, 83340
 PARCEL #RPK00000230010

DRAWING NAME:

PERSPECTIVES

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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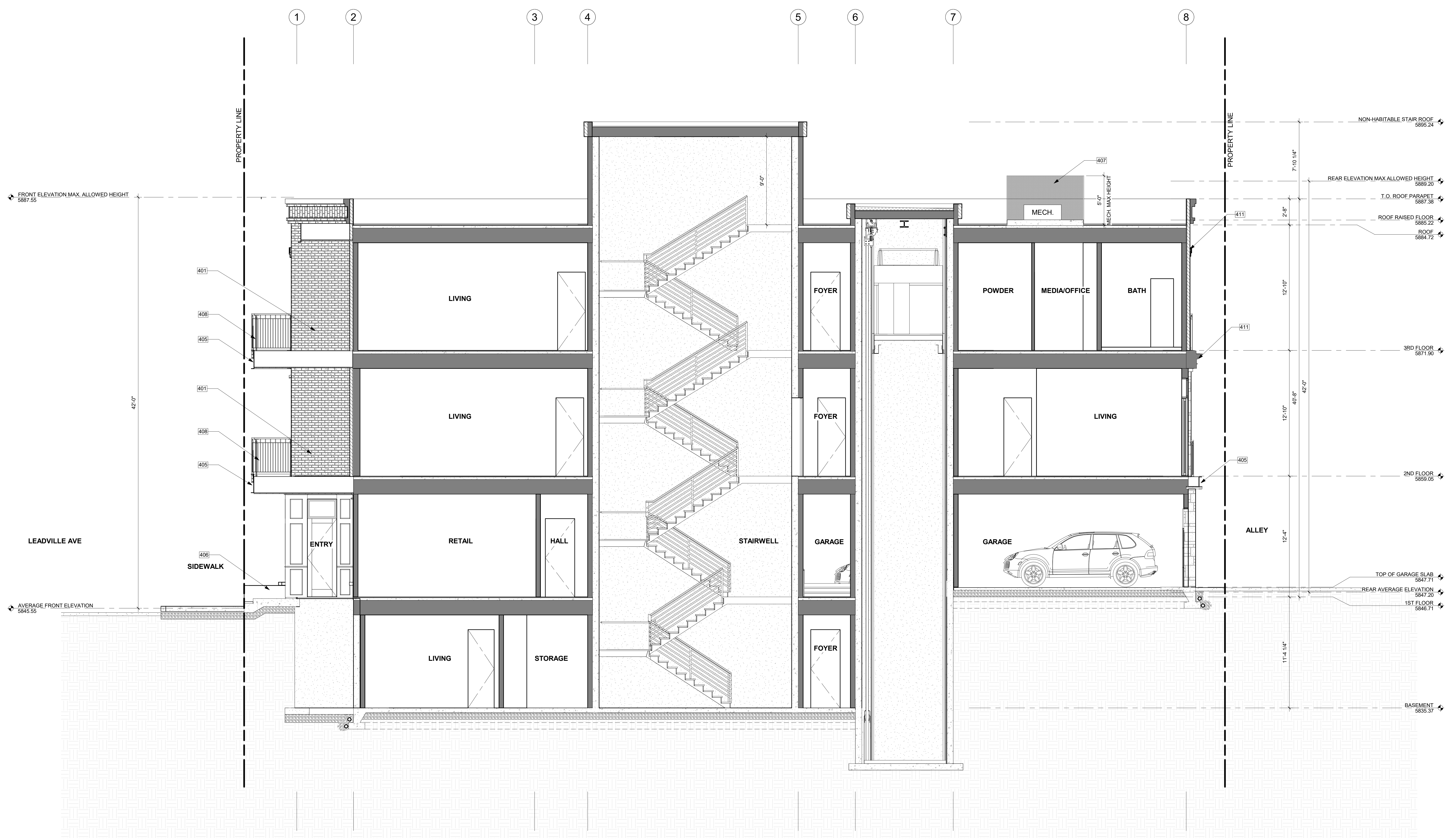
PROJECT No.: A21-198

DATE: 11/18/2022

2:18:49 PM

PLOT SCALE: 1:1 **A4.4**

REVISIONS:	DATE:



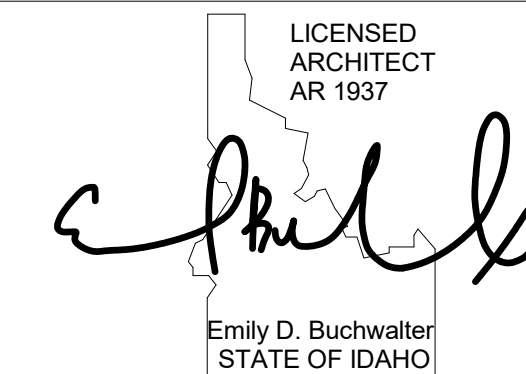
SECTION 1
 1/4" = 1'-0" 1

KEY NOTES

401	BRICK VENEER.
405	BLACK STEEL C-CHANNEL.
406	BLACK STEEL PLANTERS. TO REMAIN 4" BELOW WINDOW SILLS AT RETAIL LEVEL.
407	METAL MESH SCREEN.
408	BLACK STEEL GUARD. MIN. 75% TRANSPARENT AT ROOFTOP.
411	PRE CAST CONCRETE LINTEL.



REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS: DATE:

REVISIONS:	DATE:

PROJECT / CLIENT:

THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340 PARCEL #RPK00000230010

DRAWING NAME:

EXTERIOR MATERIALS

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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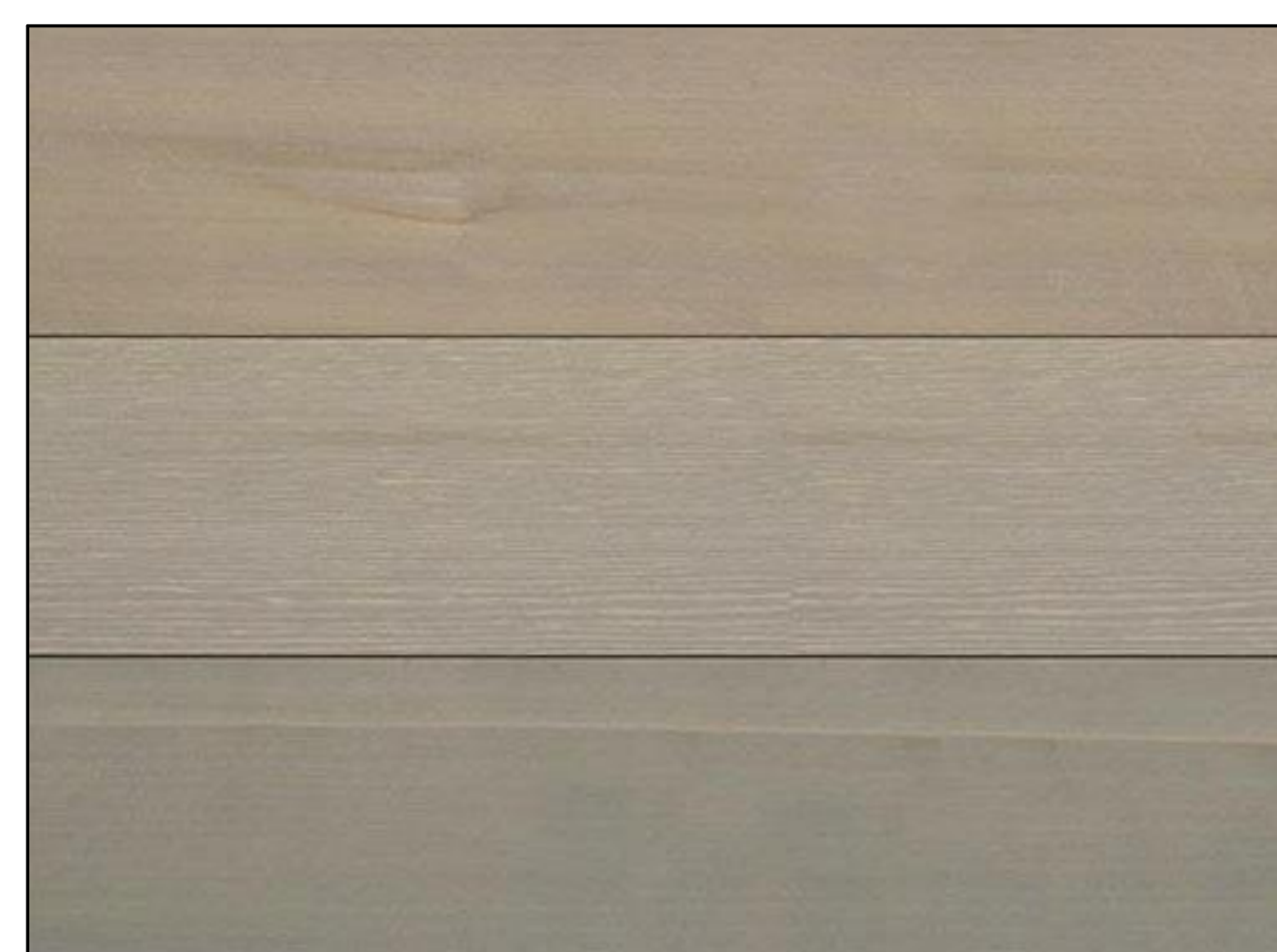
APPROVED FOR CONSTRUCTION:



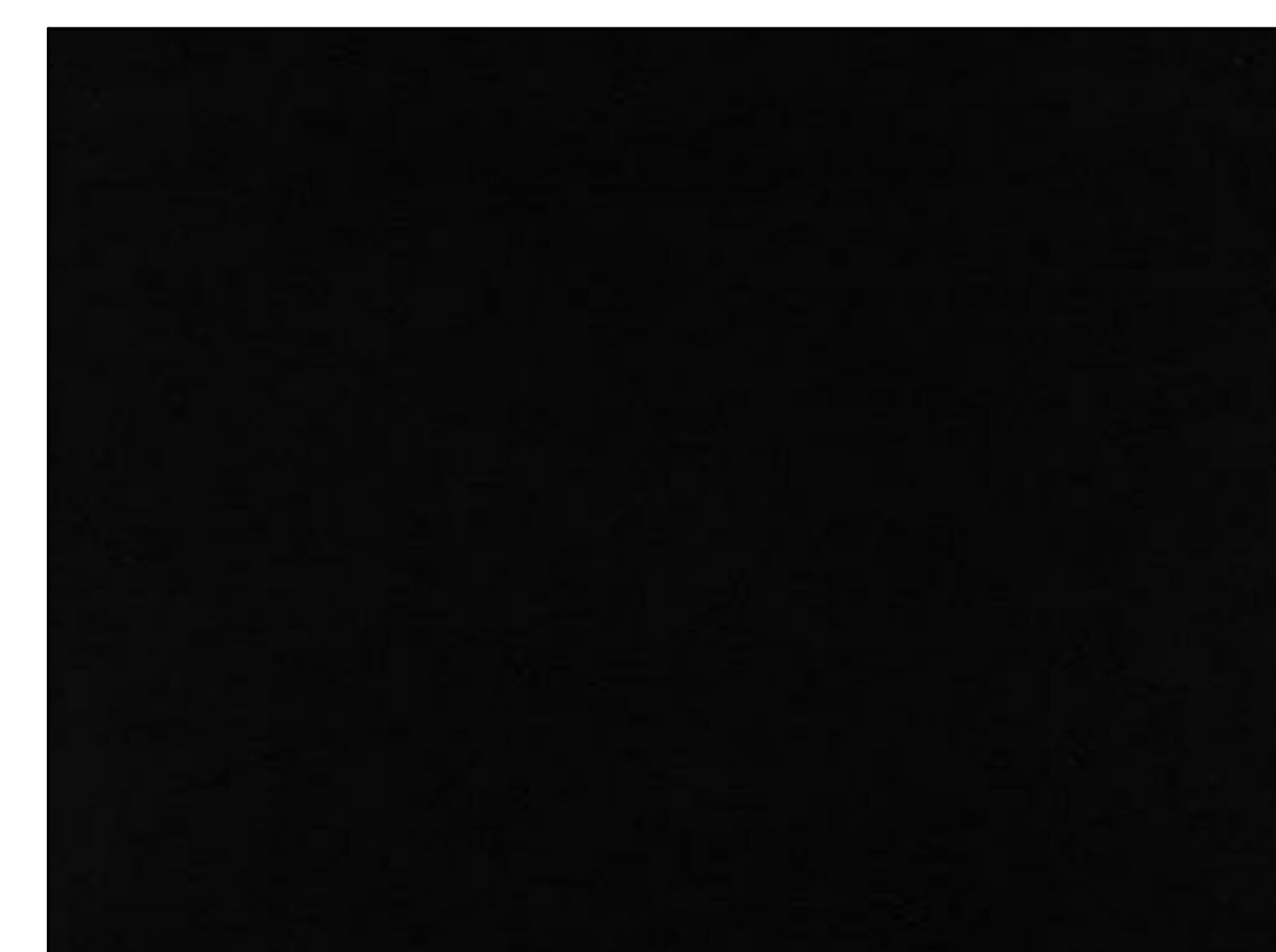
BRICK VENEER
MOUNTAIN BLEND WITH RUG TEXTURE



STONE VENEER
SILVERTIP STACK



WOOD SOFFIT
ALASKAN YELLOW CEDAR VG



STEEL
BLACK STEEL

PROJECT No.: A21-198

DATE: 11/18/2022 2:18:57 PM

PLOT SCALE: 1:1

TEGEL 18 WALL SCONCE



Understated modern design characterizes Tegel outdoor LED wall sconces. Providing well-controlled up and down lighting, or down light only, these wall sconces provide accent and ambient illumination. The option of three finish choices and two sizes ensures this design profile successfully blends with all architectural aesthetics.

Outstanding protection against the elements:

- Powder coat finishes
- Impact-resistant, UV stabilized frosted acrylic lensing
- Up light and down light options, with 10° and 36° beam spread options

SPECIFICATIONS

DELIVERED LUMENS	2419 Up/Downlight 2122 Downlight
WATTS	28.9 Up/Downlight 25.9 Downlight
VOLTAGE	Universal (120-277V) with integral transformer 2.5KV surge protection (driver)
DIMMING	0-10, 0-10V
LIGHT DISTRIBUTION	Symmetric Up/Down Lighting, or Down Only
MOUNTING OPTIONS	Wall
OPTICS	10° and 36°
PERFORMANCE OPTIONS	Photocontrol / Surge Protector
CCT	2700K, 3000K or 4000K
CRF	80+
COLOR BINNING	3 Step
BIAS RATING	Up-Downlight 81-105-GD Downlight 81-105-GD
DARK SKY	Compliant (Downlight)
WET LISTED	WET
GENERAL LISTING	ETL
CALIFORNIA TITLE 24	Can be used to comply with CEC 2019 Title 24 Part 6 for outdoor use. Registration with EEC Appliance Database not required.
START TEMP	38°C
FIELD SERVICEABLE LED	Yes
CONSTRUCTION	Aluminum
HARDWARE	Stainless Steel
FINISH	Powder Coat
LED LIFETIME	L70: >60,000 Hours
WARRANTY*	5 Years
WEIGHT	8 lbs.



ORDERING INFORMATION

PROJECT	CIRCUIT	LENGTH	BEAM SPREAD*	LENS	FINISH	FUNCTION	VOLTAGE	OPTIONS
DOWNLIGHT	81-105-GD	18-24"	10°/36°	W	BLACK	DOWNLIGHT ONLY	120-277V	PHOTOCONTROL, SURGE PROTECTION, PHOTOCONTROL & SURGE PROTECTION
UP/DOWNLIGHT	81-105-GD	18-24"	10°/36°	W	BLACK	UP/DOWNLIGHT	120-277V	PHOTOCONTROL, SURGE PROTECTION, PHOTOCONTROL & SURGE PROTECTION

techlighting.com

LITECONTROL making light work™

2L-R-D MOD* 2 LED RECESSED DIRECT

MOD X

Product Details

General	Aperture: 2 in
Color Rendering Index (CRI)	• 80 CRI • 90 CRI
Color Temperature	• 2700 K • 3000 K • 3500 K • 4000 K • 5000 K • SpectraSync

FEATURES

- Variable Intensity technology provides a range of specifiable outputs and resulting fixture wattages
- 2 SDCM color consistency
- End cap design eliminates visible diffuser seams/gaps

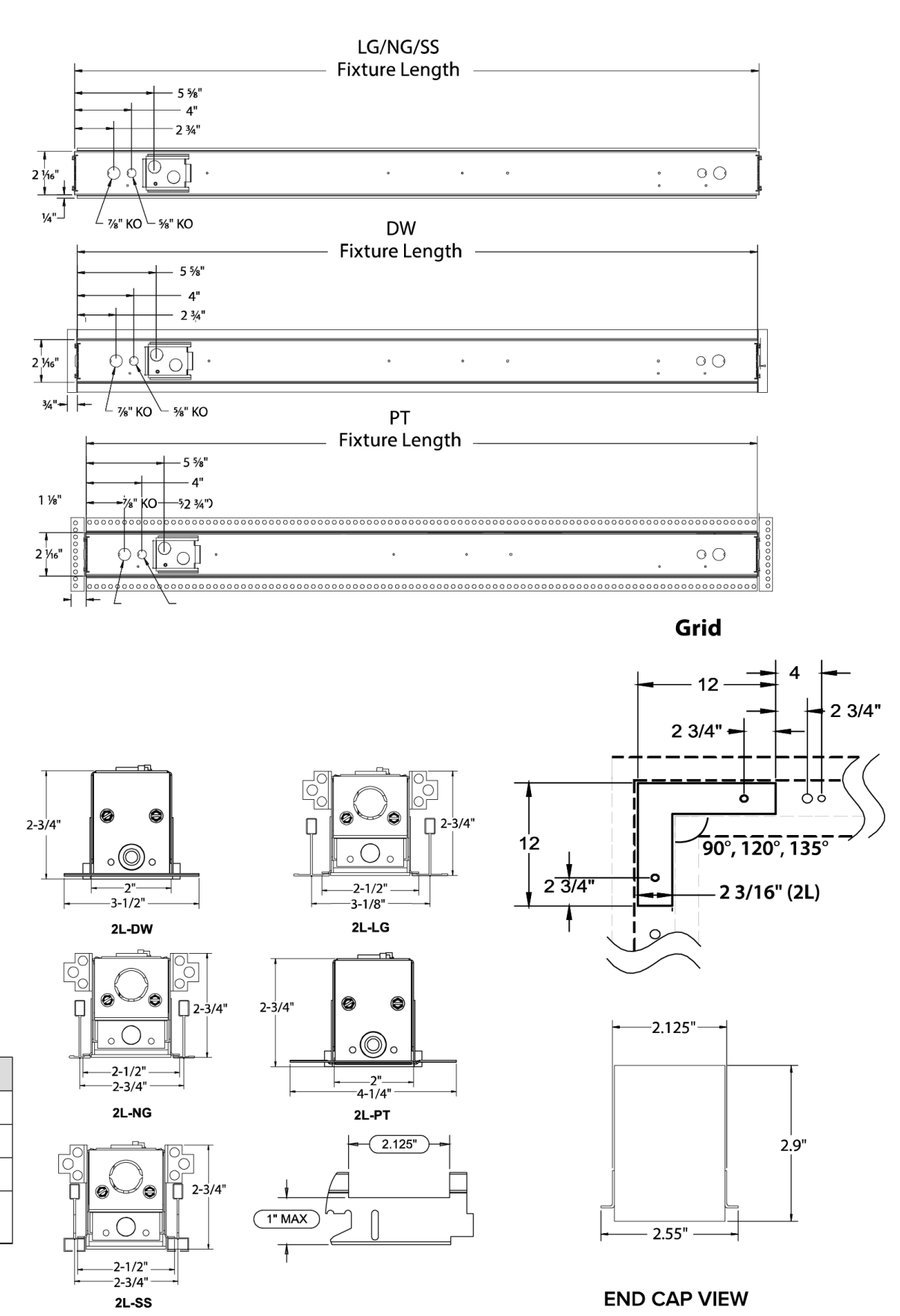
INSTALLATION

- PT Mounting: Continuous spackle trim with beaded edge welded to housing. Spackle trim allows plaster coat up to fixture edge for clean ceiling appearance
- LG/NG/SS Mounting: Side rails provide continuous mounting, lateral spacing between T-bars and allows clearance for T-bar supporting wire. For Tegel grid mount, fixture will sit level with the T-bar
- DW Mounting: Side rails allow installation into drywall slot. Visible flange is located on all 4 sides of fixture

ELECTRICAL

- Variable Intensity (VI) technology allows precise specification of fixture output/wattage. Fixture will be programmed and labeled to specification. Indirect and direct hemispheres can be independently specified
- LED boards and drivers can be accessed and removed from fixture, while installed
- Entire LED module can be removed and replaced
- IC (i Circuit) Fixture wired for a single circuit
- Emergency Battery: 10W battery powered driver. Provides a minimum of 90 minutes of emergency lighting. Inverter-Compatible. Provided by others. Available in: 6- EF, L or R, D030 through D065, 8- EF, Full, D030 through D035, 8- EF, L or R, D030 through D075. Available with SOF, ASYM, BAT downlight diffusers. Test switch located in lens. For rows where the battery fixture is in the middle of a row, the test switch will be located in that section

DIMENSIONS



KEY DATA	
Lumen Range Per Foot	D: 300-850
Wattage Range Per Foot	2.9-8.6
Efficacy Range (LPW)	99-102
Rated Life (Hours)	L70: >61,000 L90: >61,000

11711 SE 8TH STREET SUITE 100 BELLEVUE, WA 98005 TEL: (425) 453-9298

200 W. RIVER ST. SUITE 301 KETCHUM, ID 83340 TEL: (208) 726-0194

REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS: DATE:

NO.	DESCRIPTION	DATE

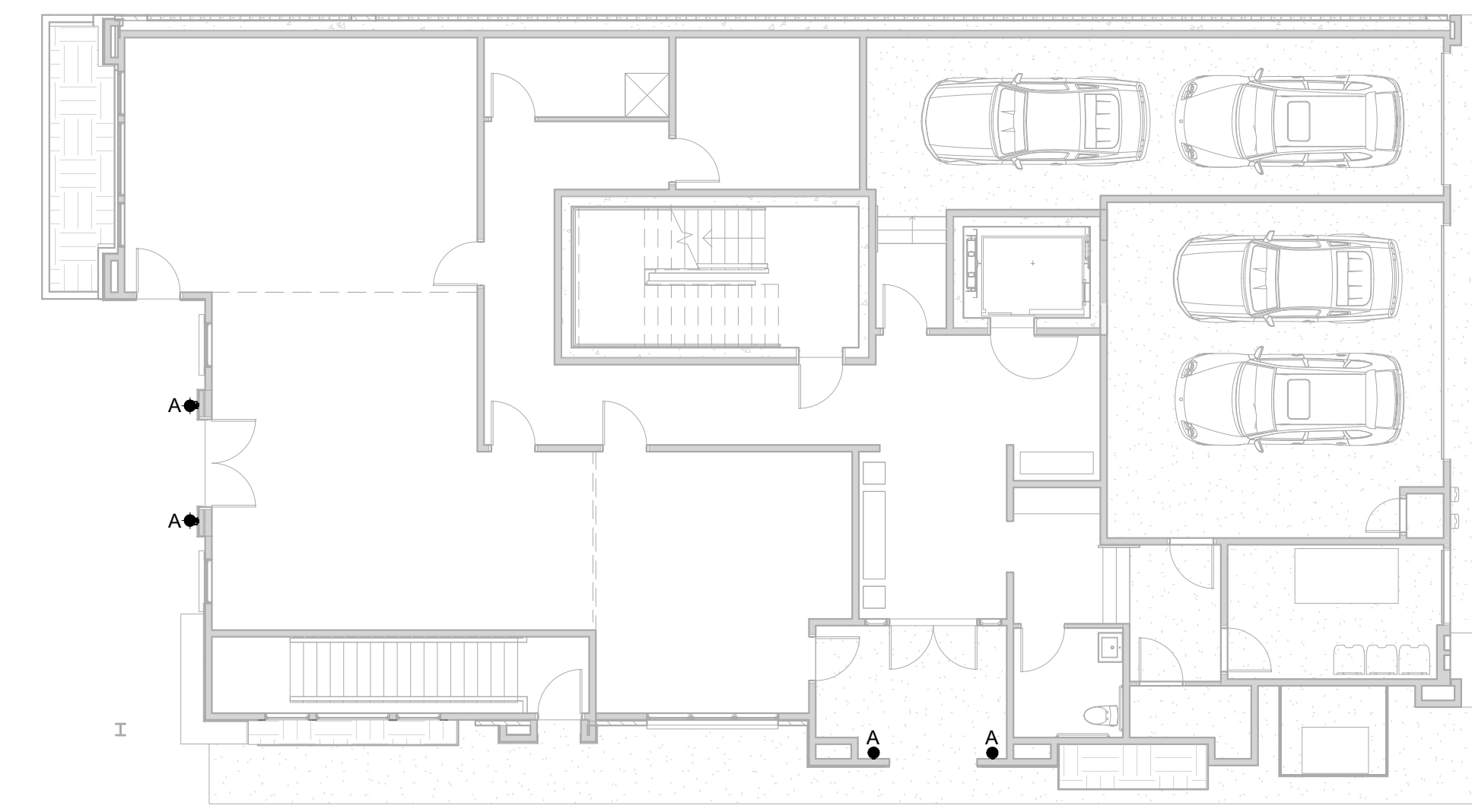
PROJECT / CLIENT:

THE 208 BUILDING

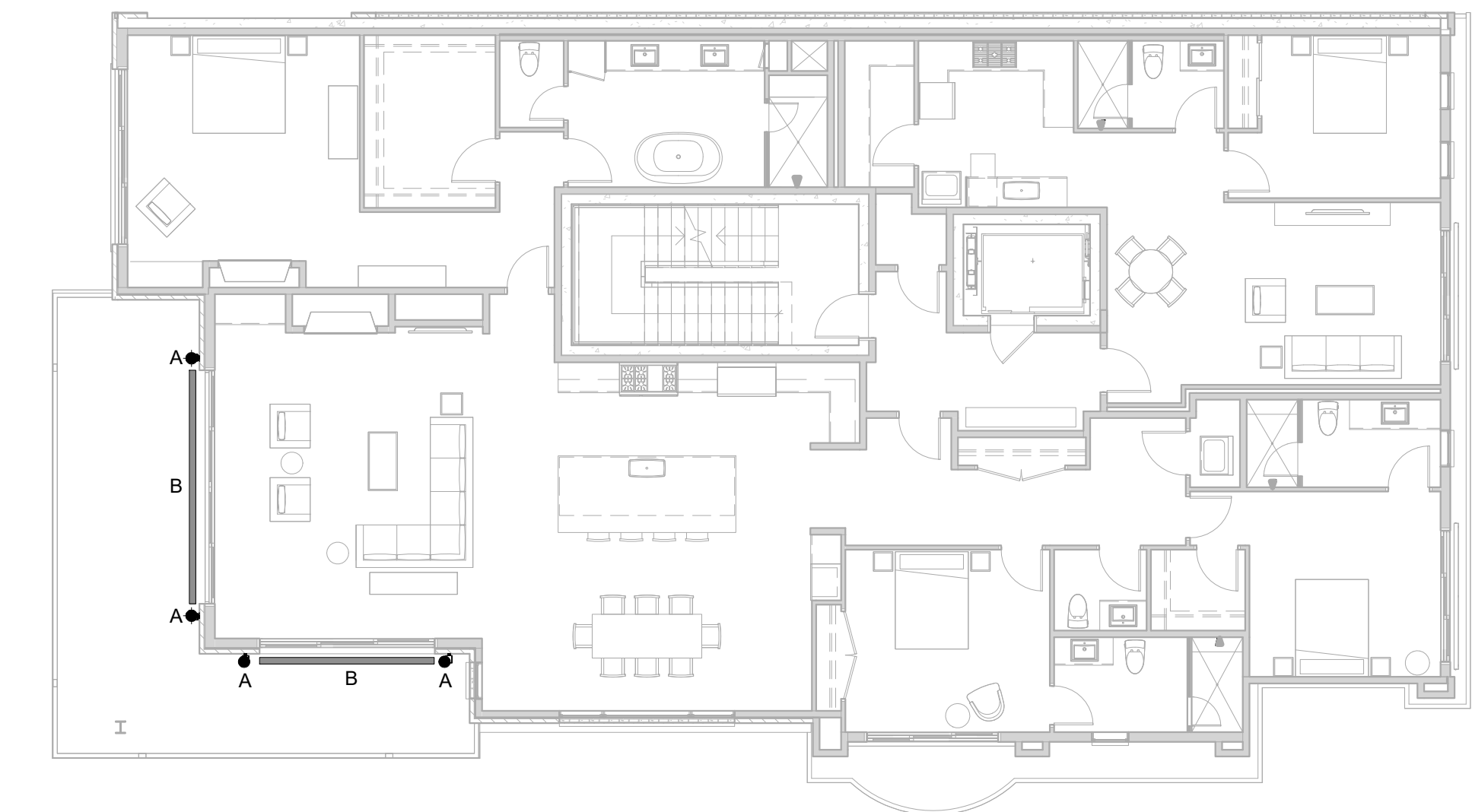
CARR, MICHAEL

JOB ADDRESS:

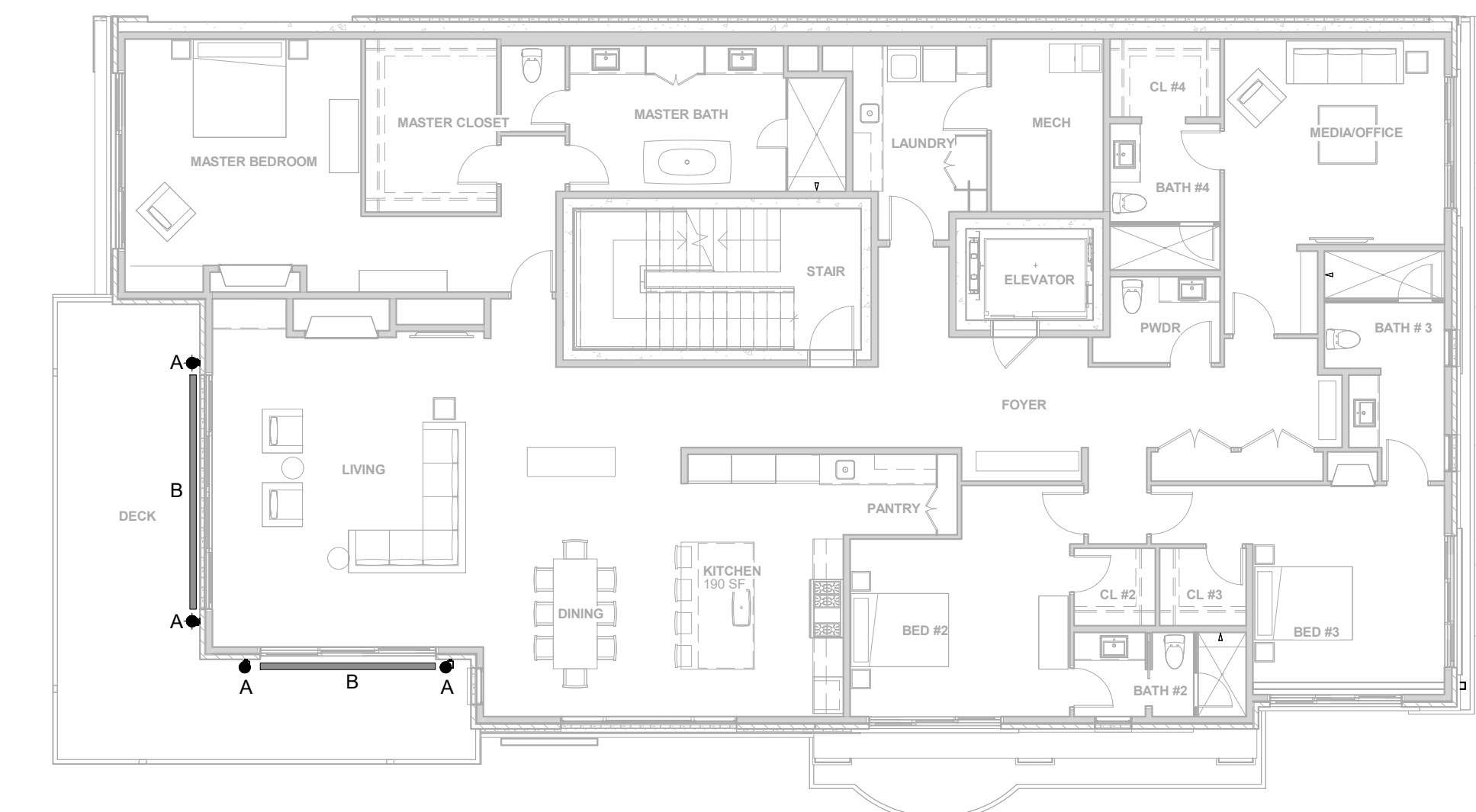
200 N LEADVILLE KETCHUM IDAHO, 83340 PARCEL #RPK0000230010



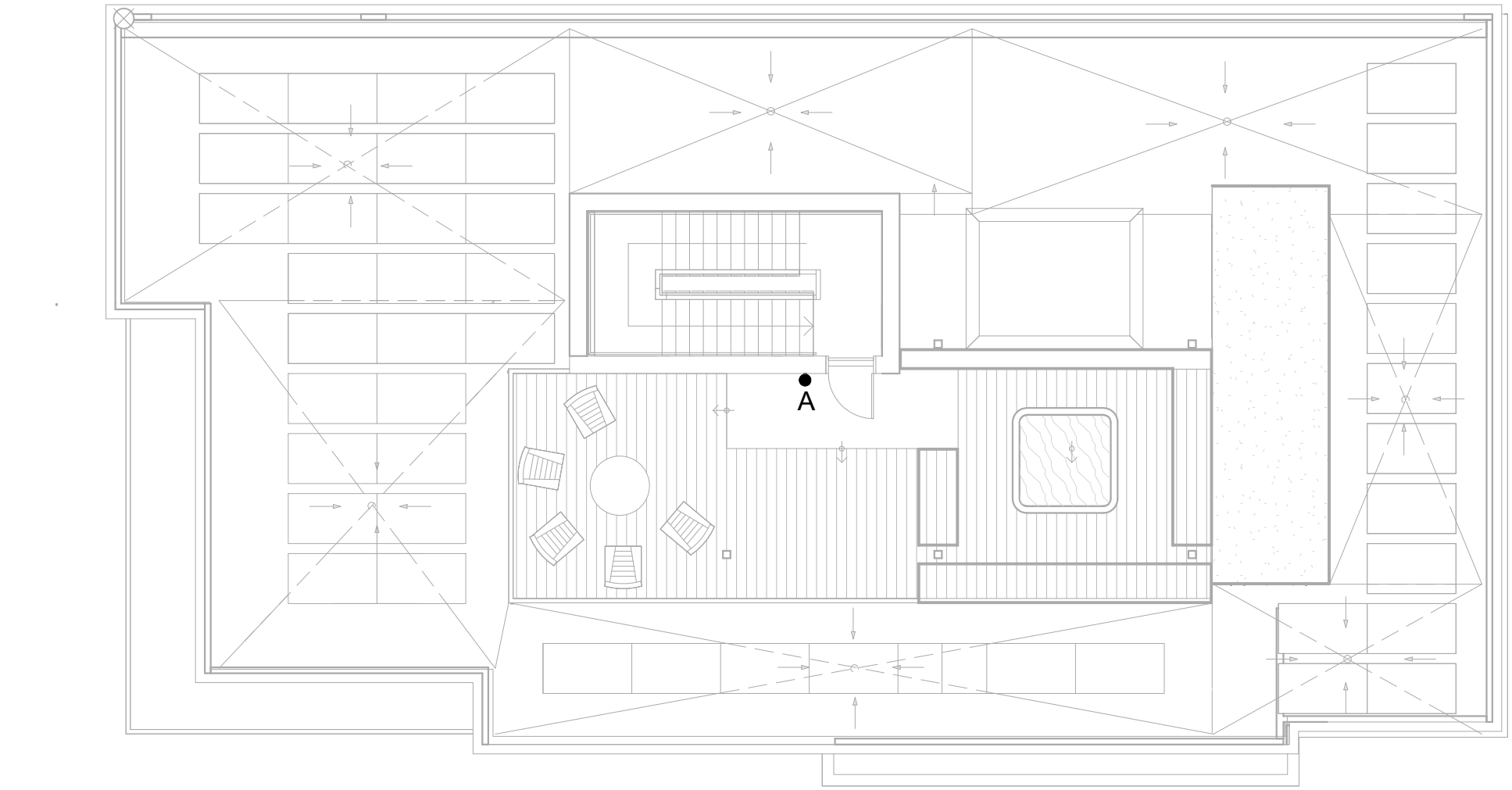
1ST FLOOR PLAN 1" = 10'-0"



2ND FLOOR PLAN 1" = 10'-0"

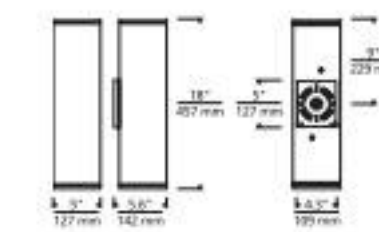


3RD FLOOR PLAN 1" = 10'-0"



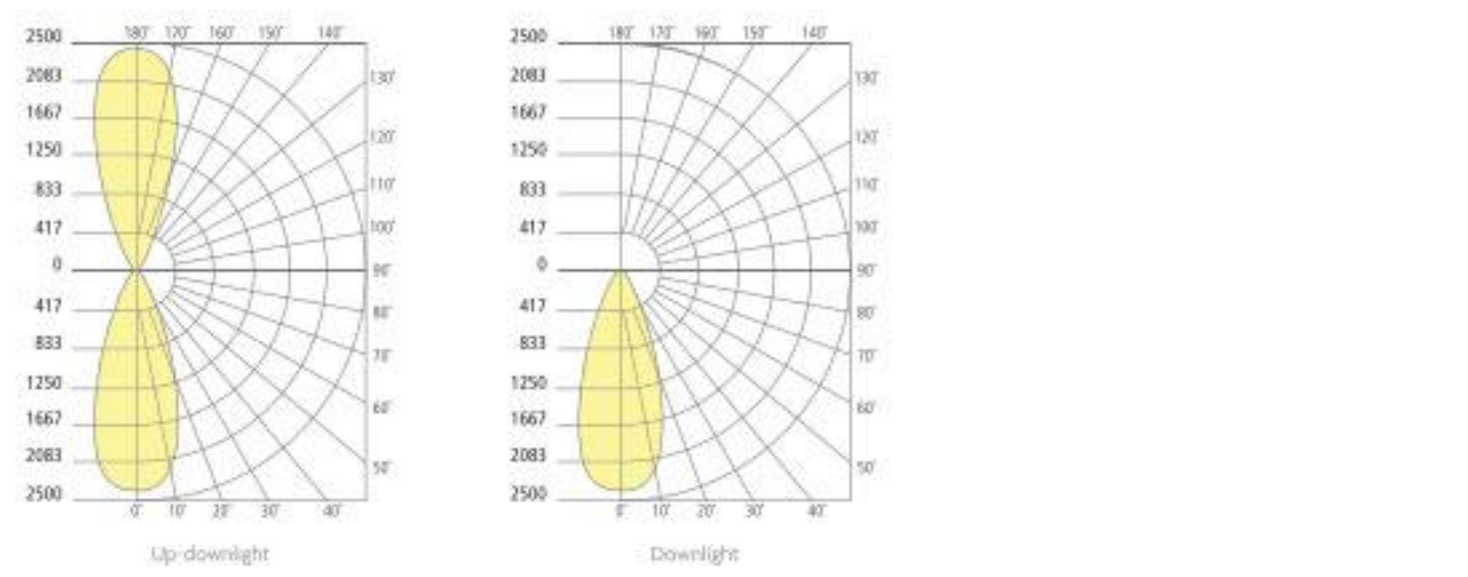
ROOF PLAN 1" = 10'-0"

TEGEL 18 WALL SCONCE



PHOTOMETRICS*

TEGEL 18 UP/DOWN		TEGEL 18 DOWN	
Total Lumen Output:	2419	Total Lumen Output:	1212
Total Power:	28.9	Total Power:	15.6
Luminaire Efficacy:	80.6	Luminaire Efficacy:	77.7
Color Temp:	3000K	Color Temp:	3000K
CRF:	80+	CRF:	80+
BUG Rating:	81-105-GD	BUG Rating:	81-105-GD



PROJECT INFO

PREPARE TYPE & DATE:	JOB NAME & NO.:	NOTES:



VISUAL COMFORT & CO
7885 Linder Avenue, Skokie, Illinois 60077
1-848-424-6468

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KIMLIGHTING®

UR20 ARCHITECTURAL AREA/SITE

Ouro

FEATURES

- 20" size in single/dual arm post top, pole and wall mount
- High performance optics up to 16,874 delivered lumens
- Elegant form factor
- Diffusion lens option
- SiteSync™ wireless control options
- UL/ULC listed for wet locations, IP66 and 4G/1.5G vibration rated

INSTALLATION

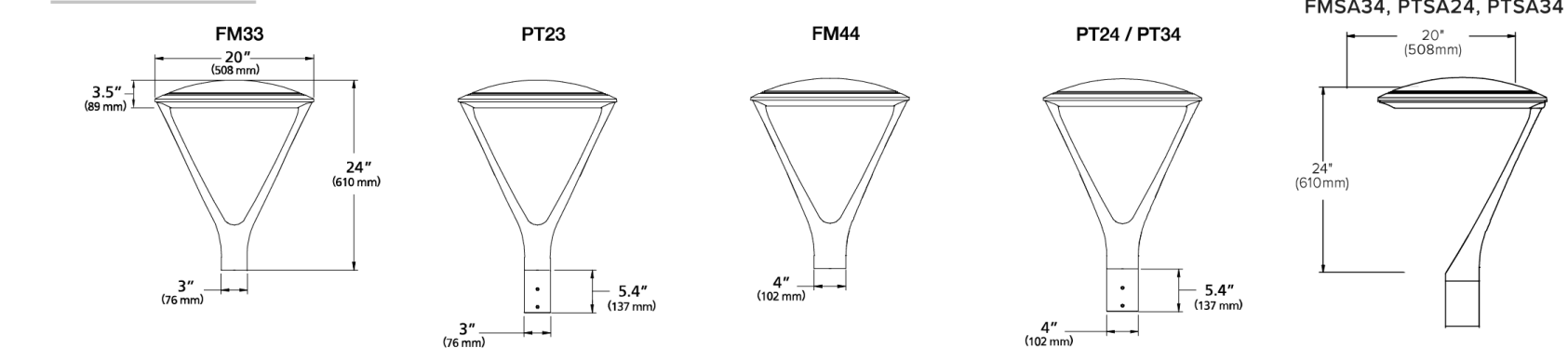
- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury.

ELECTRICAL

- Universal voltage, 120 through 277V with ±10% tolerance. Driver is Underwriters Laboratories listed.
- High voltage configurations, 347/480. Driver has a 0-10V dimming interface for multi-level illumination options. Driver is Underwriters Laboratories listed.
- "Thermal Shield", secondary side, thermistor provides protection for the sustainable life of LED module and electronic components.
- Drivers shall have greater than a 0.9 power factor, less than 20% harmonic distortion, and be suitable for operation in -40°C to 40°C ambient environments.
- Luminaire shall be capable of operating at 100% brightness in a 40°C environment. Both driver and optical array have integral thermal protection that will dim the luminaire upon detection of temperatures in excess of 85°C.
- Surge protection: 10,000k in parallel, 20,000k in series
- Wiring: No. 18AWM rated 105°C, wet rating.

KEY DATA	
Lumen Range	2694 - 16874
Wattage Range	25 - 150
Efficacy Range (LPW)	95 - 133
Reported Life (Hours)	L70>60,000
Weight	35 lbs - 15.8 Kg
EPA	0.608

DIMENSIONS



POLE MOUNTED ROUND POLE-MOUNTED OCCUPANCY

- Sensor up to 30'. Select voltage and finish color.

SCHR

- Round Pole-Mounted Occupancy Sensor: up to 30' - an outdoor occupancy sensor with 0-10V interface dimming control that mounts directly to the pole. Wide 360° pattern. Module colors are available in Black, Gray, and White. Module is cut for round pole mounting. Pole diameter is needed upon order. Poles to be drilled in the field will be provided with installation instructions.
- Ordering Example: SCH-R4/277/BL³

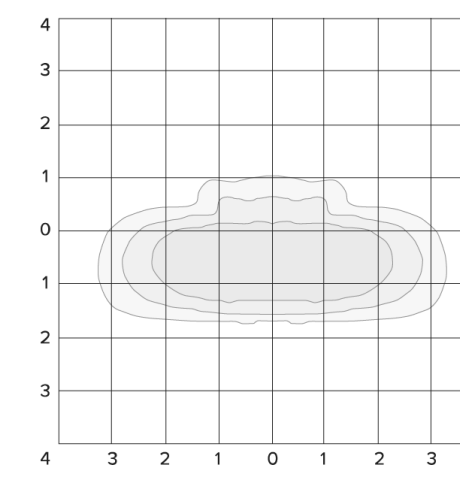
SQUARE POLE-MOUNTED OCCUPANCY

- Sensor up to 30'. Select voltage and finish color.

ASTRODIM

- AstroDIM provides multi-stage night-time power reduction based on an internal timer referenced to the power on/off time. There is no need for an external control infrastructure. The unit automatically performs a dimming profile based on the predefined scheduled reference to the midpoint, which is calculated based on the power on/off times.

ISOFOOT CANDLE PLOT



DRAWING NAME:

EXTERIOR LIGHTING PLANS AND FIXTURES

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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DATE: 11/18/2022

2:19:17 PM

PLOT SCALE: 1:1

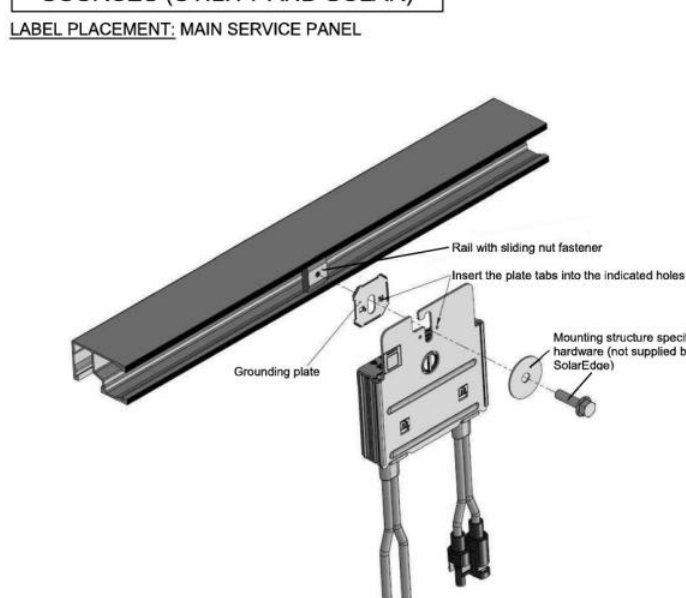
A5.2



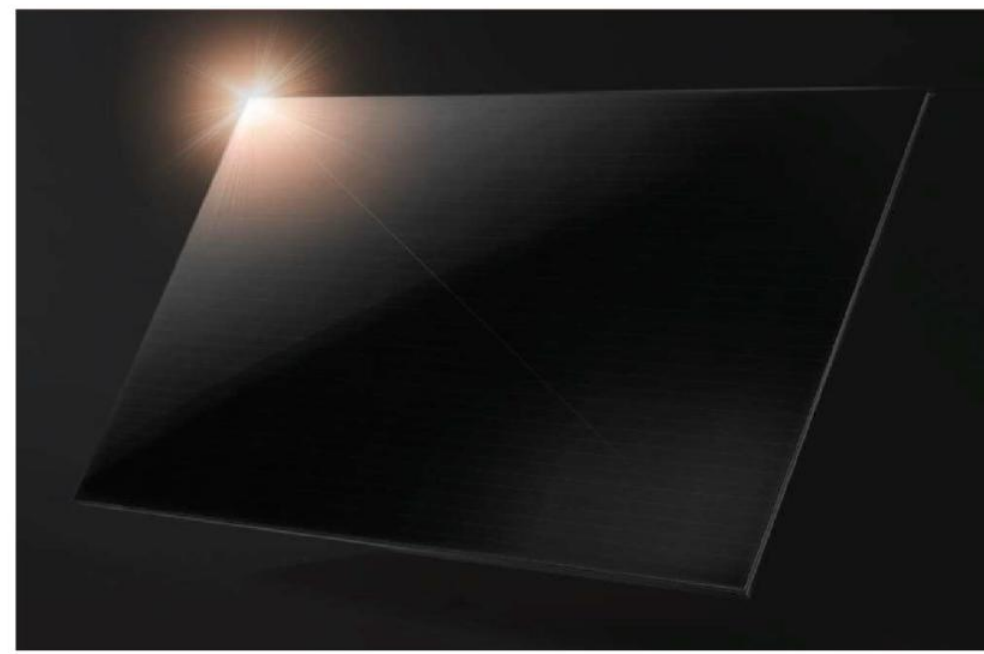
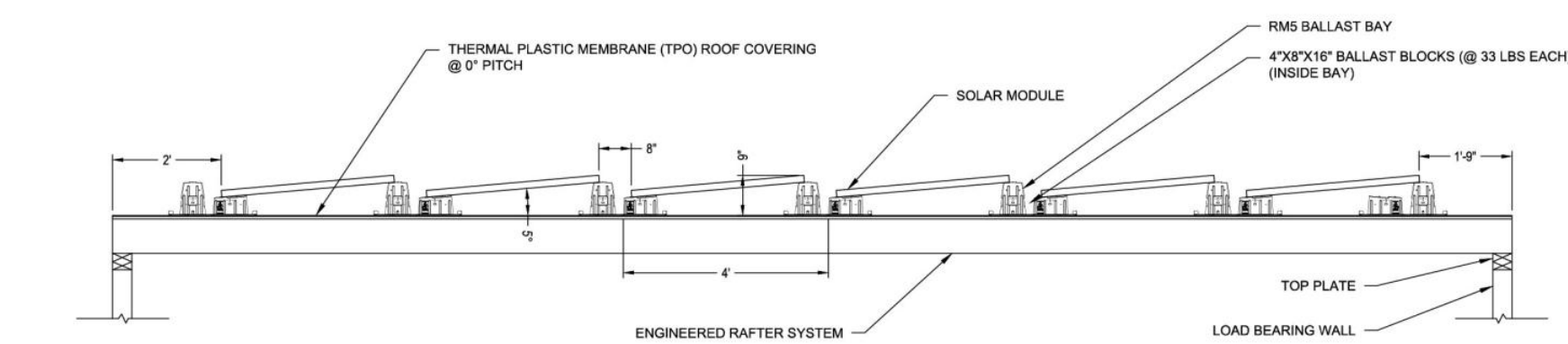
- CONSTRUCTION NOTES**
- ROOF PITCH: 2" (AR-01) AND 36" (AR-02)
 - ROOF CLADDING: FLAT TPO MEMBRANE (AR-01) AND STANDING SEAM METAL ROOF (AR-02)
 - ROOF STRUCTURE: ENGINEERED RAFTER SYSTEM (AR-01) AND 2"x6" TRUSSES AT 24" O.C. (AR-02)
 - MOUNTS ARE ON GRID BRACING OCCURRING AT RAFTERS.
 - VERIFY RAFTER LOCATIONS IN FIELD.
 - MAX SPAN BETWEEN MOUNTS: 20' O.C.
 - APPROX (20) MOUNTS TOTAL
 - REFER TO MODULE AND TRACING MFRS INSTALL MANUALS.
 - PLUMBING AND MECHANICAL VENTS SHALL NOT BE COVERED BY SOLAR MODULES.
 - ALL FASTENERS STAINLESS STEEL U.O.N.

DIRECT CURRENT PHOTOVOLTAIC POWER SOURCE	
MAXIMUM VOLTAGE	480.0 V
MAXIMUM CIRCUIT CURRENT	20.0 A
MAXIMUM RATED OUTPUT CURRENT OF DC-TO-DC CONVERTER	15.0 A

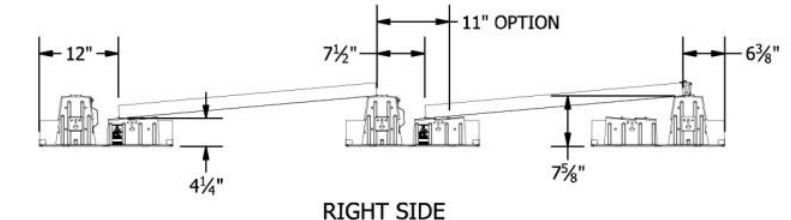
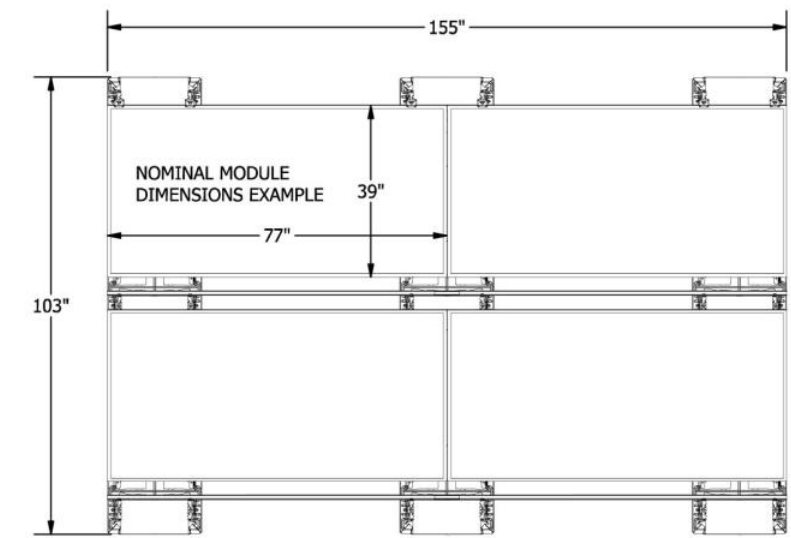
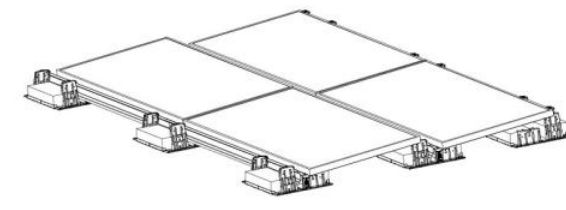
SOLAR PV SYSTEM AC POINT OF CONNECTION	
AC OUTPUT CURRENT	64.0 A
NOMINAL AC VOLTAGE	240 V
THIS PANEL FED BY MULTIPLE SOURCES (UTILITY AND SOLAR)	



1 ROOF ELEVATION (AR-01)
SCALE: 1/8" = 1'-0"



NOTES:
1. ARRAY DIMENSIONS WILL VARY BASED ON MODULE WIDTH & LENGTH.



EXTERIOR BUILDING SIGN

BUILDING SIGN
TYPE FACE: SWIS721 BLK BT
SIZE OF NUMBERS: 4.25" x 6"
SIZE OF LETTERS: 3" x 3"

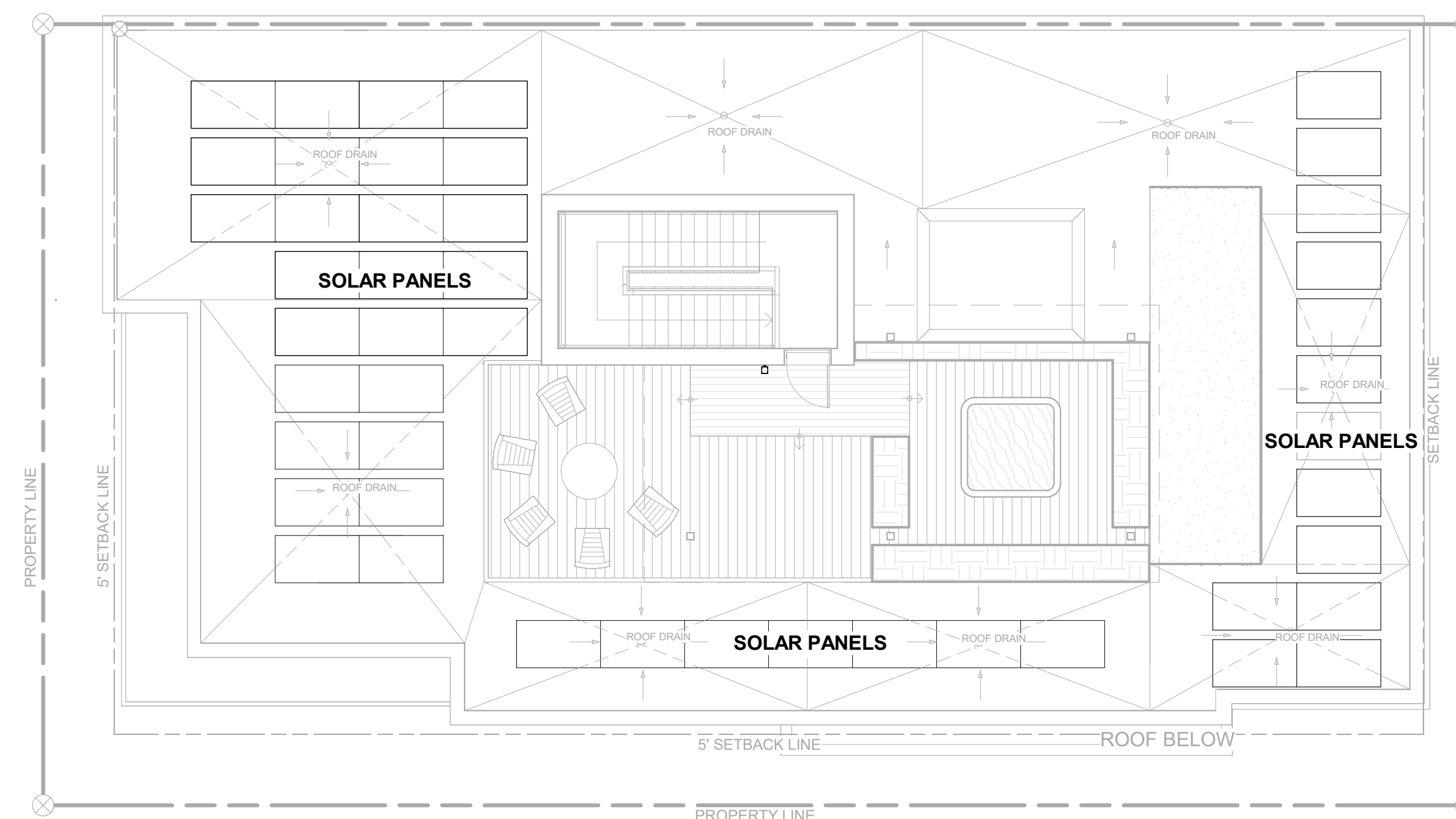
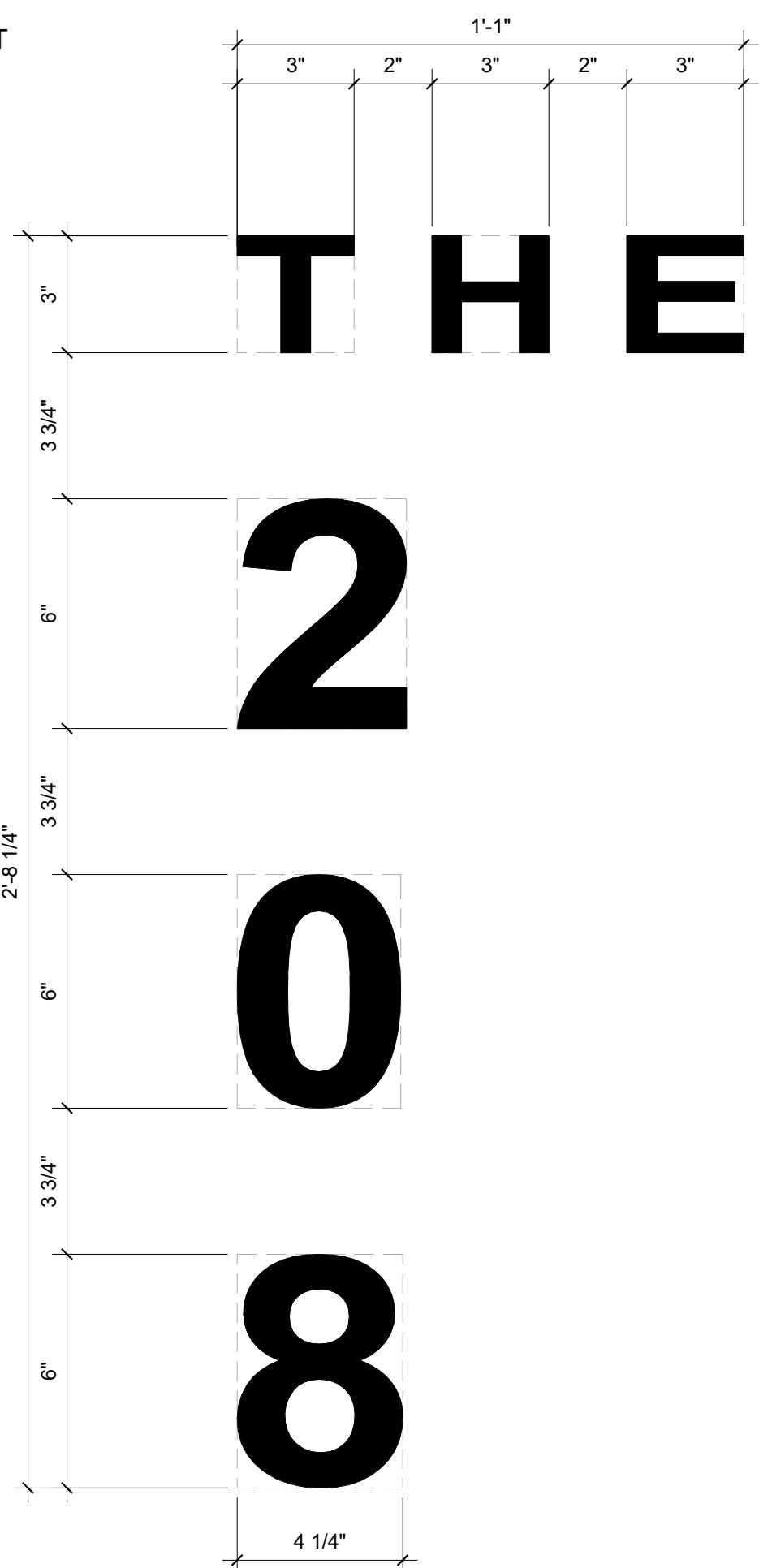
DISCRPTION:
BLACK ANODIZED ALUMINUM HOLLOW CORE CAST LETTER PIN MOUNTED WITH HALF INCH OFFSET FROM BUILDING SURFACE

4 SQ FEET MAX TO COMPLY WITH KETCHUM SIGN ORDINANCE 17.127.00

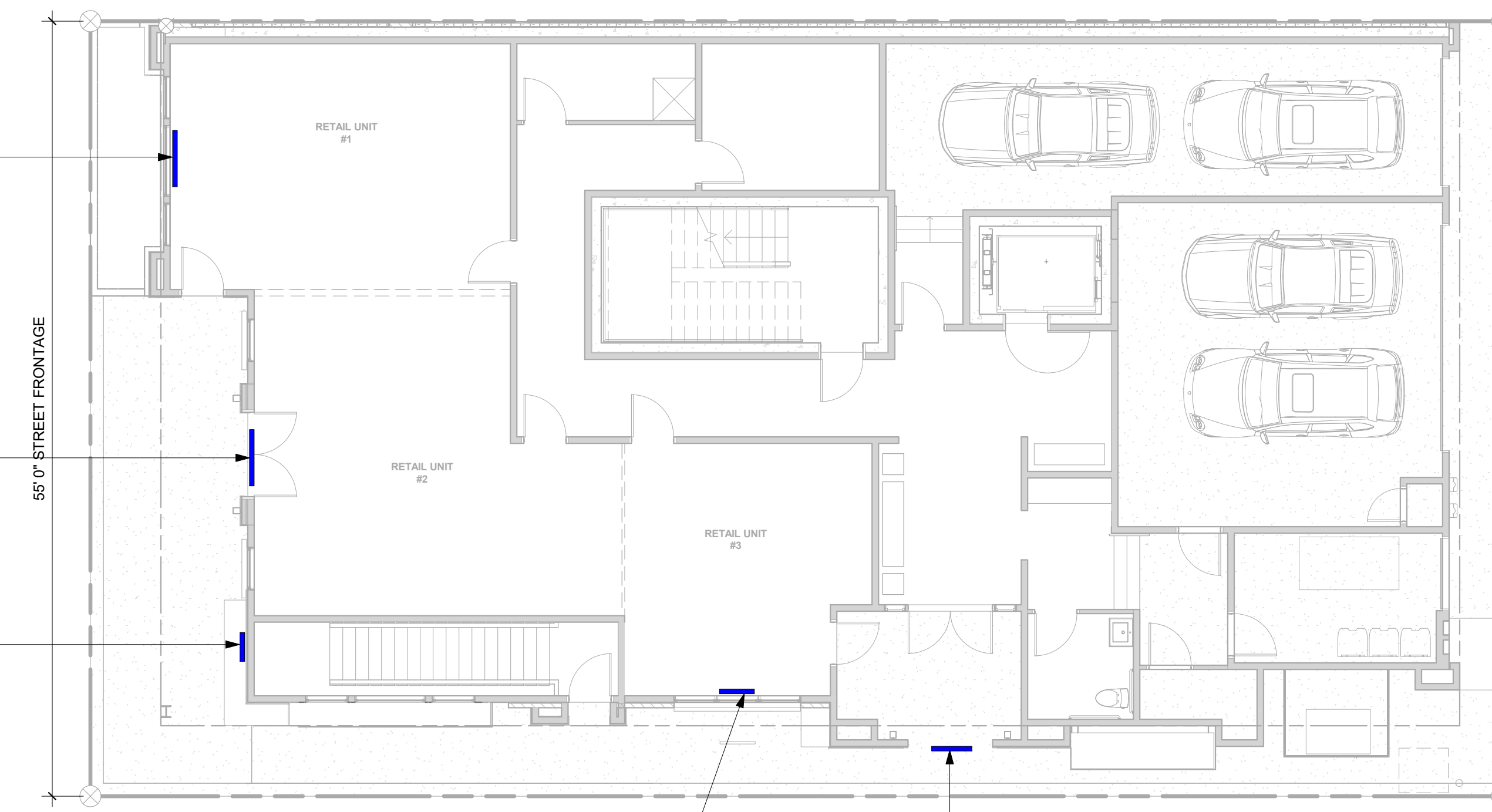
LEADVILLE AVE SIGNAGE CALC
55/3 L.F. = 18.3 SQ. FT. OF SIGNAGE ALLOWED

-SIGN TO COMPLY WITH 17.127 KETCHUM SIGN ORDINANCE

PROPOSED:
BUILDING ADDRESS 8.625 SQ. FT



ROOF SOLAR PANEL LAYOUT
1/8" = 1'-0" 1



INTERIOR RETAIL SIGN
-4SQ FT MAX TO COMPLY WITH KETCHUM SIGN ORDINANCE 17.127.020

INTERIOR RETAIL SIGN
-4SQ FT MAX TO COMPLY WITH KETCHUM SIGN ORDINANCE 17.127.020

EXTERIOR SIGN
-PROPOSED 8.625 SF TO COMPLY WITH KETCHUM SIGN ORDINANCE 17.127

INTERIOR RETAIL SIGN
-4SQ FT MAX TO COMPLY WITH KETCHUM SIGN ORDINANCE 17.127.020

EXTERIOR SIGN
-PROPOSED SIGN 3 SF TO COMPLY WITH KETCHUM SIGN ORDINANCE 17.127.020

SIGNAGE PLAN
1/8" = 1'-0" 3



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REGISTRATION:
LICENSED ARCHITECT AR 1937
Emily D. Buchwalter STATE OF IDAHO

INTAKE DATE: 10/12/22

REVISIONS:	DATE:

PROJECT / CLIENT:
THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:
200 N LEADVILLE KETCHUM IDAHO, 83340
PARCEL #RPK00000230010

DRAWING NAME:

SPEC SHEET

Drawn By: NR/AR
Checked By: EB
Owner Approval:

PHASE:
CONSTRUCTION DRAWINGS

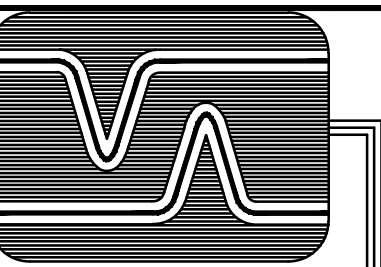
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PROJECT No.: A21-198
DATE: 11/18/2022
2:19:46 PM

PLOT SCALE: 1:1

A5.3



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ENGINEERING
L.L.C**

MECHANICAL - ELECTRICAL
CIVIL - LEED - STRUCTURAL
FIRE PROTECTION

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SUITE 200
REDMOND, WA 98052

OFFICE: (425) 462-9441
FAX: (425) 462-9451

EMAIL:
CService@abossein.com

WEBSITE:
www.abossein.com

KETCHUM IDAHO, 83340

THE 208

200 NORTH LEADVILLE

SITE PHOTOMETRICS

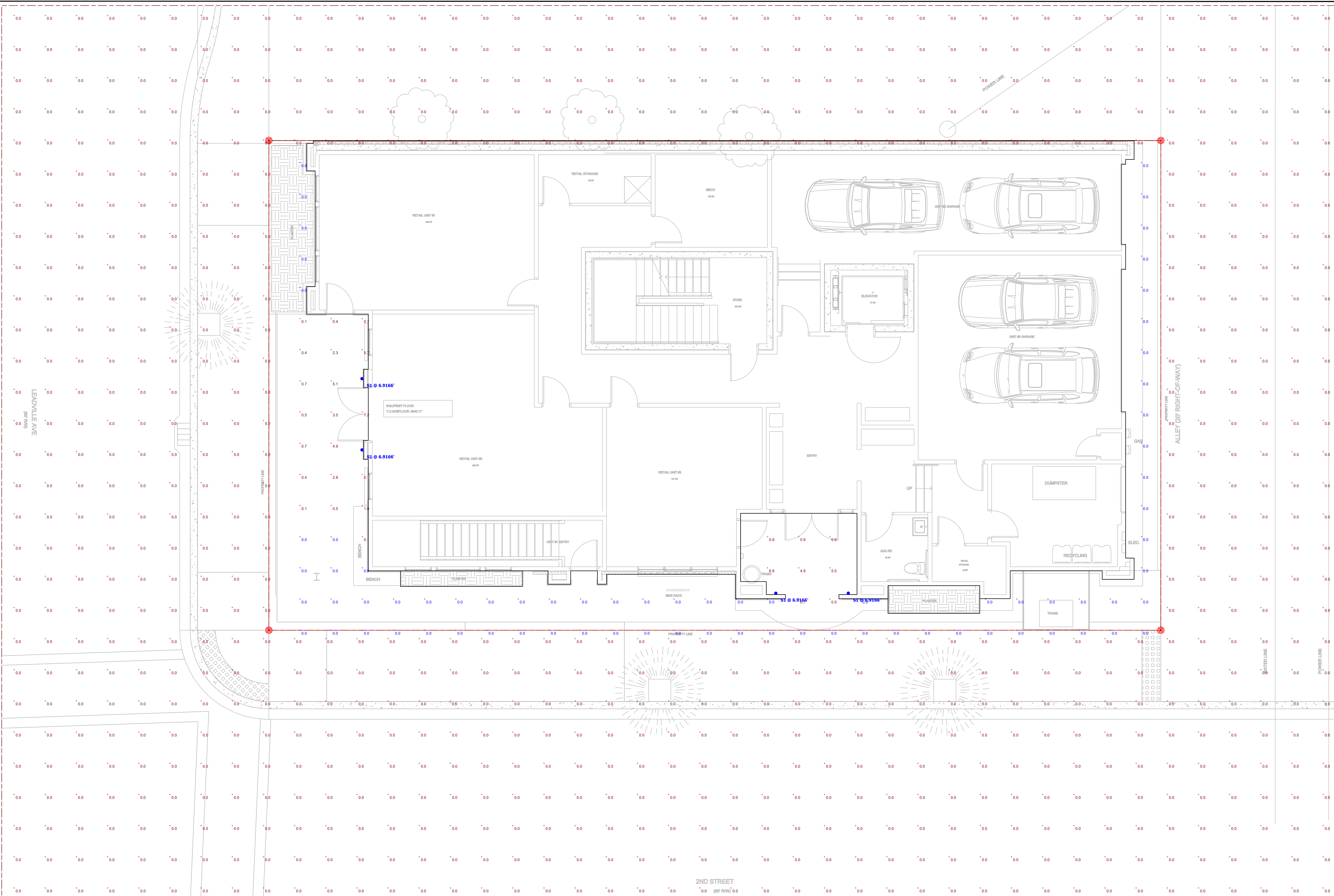
SHEET TITLE:

UTILITY COORD.

DATE: 11/09/2022

JOB NO. 222054

NO. DATE REVISION



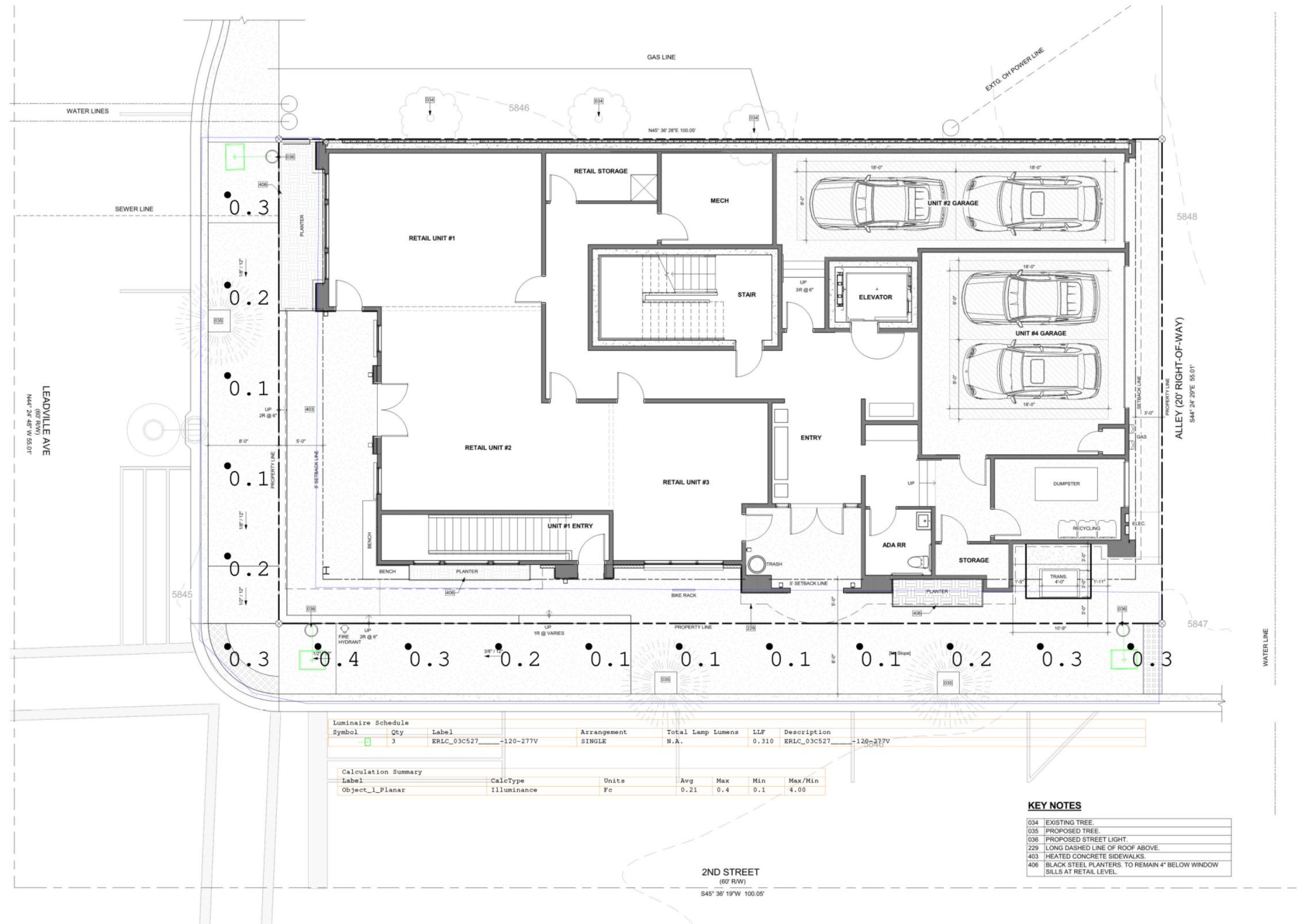
Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Light Loss Factor	Wattage	Plot
○	S1		4	Generation Brands	700WTEG83012NCHDOU NV	LED WALL MOUNT	LED	1	1	15.1	

Statistics				
Description	Symbol	Avg	Max	Min
Outside Property Boundary	+	0.0 fc	0.0 fc	0.0 fc
Property Boundary	+	0.6 fc	8.1 fc	0.0 fc

SITE PLAN - PHOTOMETRICS

SCALE 1/4" = 1'-0"

E0.1
(1 OF 1)



Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
□	3	ERLC_03C527	SINGLE	N.A.	0.310	ERLC_03C527 -120-277V

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Max/Min
Object_1_Planar	Illuminance	Fc	0.21	0.4	0.1	4.00

- KEY NOTES**
- 034 EXISTING TREE.
 - 035 PROPOSED TREE.
 - 036 PROPOSED STREET LIGHT.
 - 229 LONG DASHED LINE OF ROOF ABOVE.
 - 403 HEATED CONCRETE SIDEWALKS.
 - 406 BLACK STEEL PLANTERS. TO REMAIN 4" BELOW WINDOW SILLS AT RETAIL LEVEL.



**City of Ketchum
Planning & Building**

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

Subdivision 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 th 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 and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: The 208 Condominiums			
Owner of Record: 755 S Broadway LLC			
Address of Owner: 2667 Tacoma Way, Tacoma, Washington 98409			
Representative of Owner: Galena Engineering			
Legal Description: Lot 1, Block 23, Ketchum Towsite			
Street Address: 200 N Leadville Ave			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 5 Condominium Units			
Total Land Area: 5,504 Sq. Ft. (0.13 Ac.)			
Current Zoning District: CC-2 Mixed Use			
Proposed Zoning District: CC-2 Mixed Use			
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: None			
Briefly describe the improvements to be installed prior to final plat approval: Construction of Condominium Units			
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.			

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.

Sean Fly

6/14/2022

Applicant Signature — Representative's 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.

Instrument # 673273

HAILEY, BLAINE, IDAHO
09-21-2020 8:32:25 AM No. of Pages: 2
Recorded for: TITLEONE - TWIN FALLS
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

Sun Valley Title

 A TitleOne Company

Order Number: 20378964

Warranty Deed

For value received,

M. Brent Stevens and M. Annette Stevens, as Co-Trustees of the Stevens Living Trust, dated December 14, 2005

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

755 S Broadway, a Colorado limited liability company

whose current address is 2667 South Tacoma Way Tacoma, WA 98409

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

Lot 1, Block 23 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, 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.

Dated: ~~September~~ 16, 2020

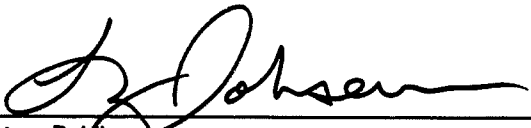
~~Stevens Living Trust, dated December 14, 2005~~

By: Mr. Brent Stevens, Trustee

By: M. Annette Stevens, Trustee

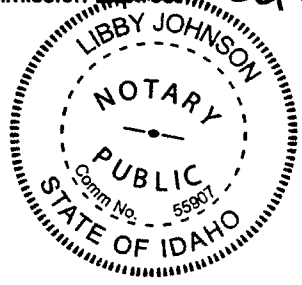
State of Idaho, County of Blaine, ss.

On this 18 day of September in the year of 2020, before me, the undersigned, a notary public in and for said state personally appeared **M. Brent Stevens and M. Annette Stevens**, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of **the Stevens Living Trust, dated December 14, 2005** and acknowledged to me that he/she executed the same as trustee.



Notary Public

Residing In: Hailey, Idaho
My Commission Expires: September 22, 2022
(seal)



ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued By



Commitment No. 20378964

NOTICE

IMPORTANT -- READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I"Requirements; Schedule B, Part II"Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I"Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I Requirements; [and]
- (f) Schedule B, Part II Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form]

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

- (i) comply with the Schedule B, Part I Requirements;
- (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
- (iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II "Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

Transaction Identification Data for reference only:

Issuing Agent:	Nick Busdon
Issuing Office:	TitleOne Corporation dba Sun Valley Title
ALTA® Universal ID:	1065022
Commitment Number:	20378964
Property Address:	200 N Leadville Ave, Ketchum, ID 83340
[Revision Number:]	



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at:
 P.O. Box 2029
 Houston, Texas 77252

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ request insurance-related services ■ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES SUN VALLEY TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Sun Valley Title and its affiliates ("Sun Valley Title"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Sun Valley Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does Sun Valley Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Sun Valley Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Sun Valley Title collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Sun Valley Title, 1101 W River Street, Suite 201, Boise, Idaho 83702.

American Land Title Association

Homeowner's Policy
Revised 02/03/10

**HOMEOWNER'S POLICY OF TITLE INSURANCE
FOR A ONE-TO-FOUR FAMILY RESIDENCE
ISSUED BY**



As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing at the address shown in Section 3 of the Conditions.

OWNER'S COVERAGE STATEMENT

This Policy insures You against actual loss, including any costs, attorneys' fees and expenses provided under this Policy. The loss must result from one or more of the Covered Risks set forth below. This Policy covers only Land that is an improved residential lot on which there is located a one-to-four family residence and only when each insured named in Schedule A is a Natural Person.

Your insurance is effective on the Policy Date. This Policy covers Your actual loss from any risk described under Covered Risks if the event creating the risk exists on the Policy Date or, to the extent expressly stated in Covered Risks, after the Policy Date.

Your insurance is limited by all of the following:

- The Policy Amount
- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- The Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions
- The Exclusions on page 3
- The Conditions on pages 3, 4 and 5.

COVERED RISKS

The Covered Risks are:

1. Someone else owns an interest in Your Title.
2. Someone else has rights affecting Your Title because of leases, contracts, or options.
3. Someone else claims to have rights affecting Your Title because of forgery or impersonation.
4. Someone else has an easement on the Land.
5. Someone else has a right to limit Your use of the Land.

Countersigned by:

Authorized Countersignature

Sun Valley Title
Company

Ketchum, ID



Matt Morris
President and CEO

Denise Carraux
Secretary

Page 6 of
Policy
Serial No. **O-9240-**_____

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City, State

Agent ID #

COVERED RISKS (Continued)

6. Your Title is defective. Some of these defects are:
- a. Someone else's failure to have authorized a transfer or conveyance of your Title.
 - b. Someone else's failure to create a valid document by electronic means.
 - c. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
 - d. A document upon which Your Title is based was signed using a falsified, expired, or otherwise invalid power of attorney.
 - e. A document upon which Your Title is based was not properly filed, recorded, or indexed in the Public Records.
 - f. A defective judicial or administrative proceeding.
7. Any of Covered Risks 1 through 6 occurring after the Policy Date.
8. Someone else has a lien on Your Title, including a:
- a. lien of real estate taxes or assessments imposed on Your Title by a governmental authority that are due or payable, but unpaid;
 - b. Mortgage;
 - c. judgment, state or federal tax lien;
 - d. charge by a homeowner's or condominium association; or
 - e. lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
9. Someone else has an encumbrance on Your Title.
10. Someone else claims to have rights affecting Your Title because of fraud, duress, incompetency or incapacity.
11. You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.
12. You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B. However, You are not covered for any violation that relates to:
- a. any obligation to perform maintenance or repair on the Land; or
 - b. environmental protection of any kind, including hazardous or toxic conditions or substances
- unless there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists. Our liability for this Covered Risk is limited to the extent of the violation stated in that notice.
13. Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title, even if the covenant, condition or restriction is excepted in Schedule B.
14. The violation or enforcement of those portions of any law or government regulation concerning:
- a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; or
 - f. environmental protection,
- if there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists or declaring the intention to enforce the law or regulation. Our liability for this Covered Risk is limited to the extent of the violation or enforcement stated in that notice.
15. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 14 if there is a notice recorded in the Public Records, describing any part of the Land, of the enforcement action or intention to bring an enforcement action. Our liability for this Covered Risk is limited to the extent of the enforcement action stated in that notice.
16. Because of an existing violation of a subdivision law or regulation affecting the Land:
- a. You are unable to obtain a building permit.
 - b. You are required to correct or remove the violation; or
 - c. someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
- The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
17. You lose Your Title to any part of the Land because of the right to take the Land by condemning it, if:
- a. there is a notice of the exercise of the right recorded in the Public Records and the notice describes any part of the Land; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

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Policy
Serial No.

O-9240- _____

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stewart
title guaranty company



18. You are forced to remove or remedy Your existing structures, or any part of them – other than boundary walls or fences – because any portion was built without obtaining a building permit from the proper government office. The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
19. You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. If You are required to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
20. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
21. You are forced to remove Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
22. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.
23. You are forced to remove Your existing structures which encroach onto an easement or over a building set-back line, even if the easement or building set-back line is excepted in Schedule B.
24. Your existing structures are damaged because of the exercise of a right to maintain or use any easement affecting the Land, even if the easement is excepted in Schedule B.
25. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.
26. Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
27. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
28. Your neighbor builds any structures after the Policy Date – other than boundary walls or fences – which encroach onto the Land.
29. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
30. Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar creditors' rights laws.
31. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
32. The map, if any, attached to this Policy does not show the correct location of the Land according to the Public Records.

OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action only as to that part of the action which is based on a Covered Risk and which is not excepted or excluded from coverage in this Policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We can end Our duty to defend Your Title under Section 4 of the Conditions.

THIS POLICY IS NOT COMPLETE WITHOUT SCHEDULES A AND B

We will not pay for any part of the legal action which is not based on a Covered Risk or which is excepted or excluded from coverage in this Policy.

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8.e, 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

CONDITIONS

1. DEFINITIONS

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- a. Easement – the right of someone else to use the Land for a special purpose.
- b. Estate Planning Entity – A legal entity or Trust established by a Natural Person for estate planning.
- c. Known – things about which You have actual knowledge. The words “Know” and “Knowing” have the same meaning as Known.
- d. Land – the land or condominium unit described in paragraph 3 of Schedule A and any improvements on the Land which are real property.
- e. Mortgage – a mortgage, deed of trust, trust deed or other security instrument.
- f. Natural Person – a human being, not a commercial or legal organization or entity. Natural Person includes a trustee of a Trust even if the trustee is not a human being.
- g. Policy Date – the date and time shown in Schedule A. If the insured named in Schedule A first acquires the interest shown in Schedule A by an instrument recorded in the Public Records later than the date and time shown in Schedule A, the Policy Date is the date and time the instrument is recorded.
- h. Public Records – records that give constructive notice of matters affecting Your Title, according to the state statutes where the Land is located.
- i. Title – the ownership of Your interest in the Land, as shown in Schedule A.
- j. Trust – a living trust established by a Natural Person for estate planning.
- k. We/Our/Us – Stewart Title Guaranty Company.
- l. You/Your – the insured named in Schedule A and also those identified in Section 2.b. of these Conditions.

2. CONTINUATION OF COVERAGE

- a. This Policy insures You forever, even after You no longer have Your Title. You cannot assign this Policy to anyone else.
- b. This Policy also insures:
 - (1) anyone who inherits Your Title because of Your death;
 - (2) Your spouse who receives Your Title because of dissolution of Your marriage;
 - (3) the trustee or successor trustee of a Trust or any Estate Planning Entity to whom You transfer Your Title after the Policy Date;
 - (4) the beneficiaries of Your Trust upon Your death; or
 - (5) anyone who receives your Title by a transfer effective on Your death as authorized by law.
- c. We may assert against the insureds identified in Section 2.b. any rights and defenses that We have against any previous insured under this Policy.

3. HOW TO MAKE A CLAIM

- a. Prompt Notice Of Your Claim
 - (1) As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing.
 - (2) Send Your notice to **Stewart Title Guaranty Company**, P.O. Box 2029, Houston, Texas 77252-2029, Attention: Claims Department. Please include the Policy number shown in Schedule A, and the county and state where the Land is located. Please enclose a copy of Your policy, if available.
 - (3) If You do not give Us prompt notice, Your coverage will be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.
- b. Proof Of Your Loss
 - (1) We may require You to give Us a written statement signed by You describing Your loss which includes:

- (a) the basis of Your claim;
 - (b) the Covered Risks which resulted in Your loss;
 - (c) the dollar amount of Your loss; and
 - (d) the method You used to compute the amount of Your loss.
- (2) We may require You to make available to Us records, checks, letters, contracts, insurance policies and other papers which relate to Your claim. We may make copies of these papers.
 - (3) We may require You to answer questions about Your claim under oath.
 - (4) If you fail or refuse to give Us a statement of loss, answer Our questions under oath, or make available to Us the papers We request, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

4. OUR CHOICES WHEN WE LEARN OF A CLAIM

- a. After We receive Your notice, or otherwise learn, of a claim that is covered by this Policy, Our choices include one or more of the following:
 - (1) Pay the claim;
 - (2) Negotiate a settlement;
 - (3) Bring or defend a legal action related to the claim;
 - (4) Pay You the amount required by this Policy;
 - (5) End the coverage of this Policy for the claim by paying You Your actual loss resulting from the Covered Risk, and those costs, attorneys’ fees and expenses incurred up to that time which We are obligated to pay;
 - (6) End the coverage described in Covered Risk 16, 18, 19 or 21 by paying You the amount of Your insurance then in force for the particular Covered Risk, and those costs, attorneys’ fees and expenses incurred up to that time which We are obligated to pay;
 - (7) End all coverage of this Policy by paying You the Policy Amount then in force, and those costs, attorneys’ fees and expenses incurred up to that time which We are obligated to pay;
 - (8) Take other appropriate action.
- b. When We choose the options in Sections 4.a. (5), (6) or (7), all Our obligations for the claim end, including Our obligation to defend, or continue to defend, any legal action.
- c. Even if We do not think that the Policy covers the claim, We may choose one or more of the options above. By doing so, We do not give up any rights.

5. HANDLING A CLAIM OR LEGAL ACTION

- a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.
- b. If You fail or refuse to cooperate with Us, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.
- c. We are required to repay You only for those settlement costs, attorneys’ fees and expenses that We approve in advance.
- d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level.

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We do not have to pay Your claim until the legal action is finally decided.

- e. Whether or not We agree there is coverage, We can bring or defend a legal action, or take other appropriate action under this Policy. By doing so, We do not give up any rights.

6. LIMITATION OF OUR LIABILITY

- a. After subtracting Your Deductible Amount if it applies, We will pay no more than the least of:

- (1) Your actual loss;
- (2) Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk, for claims covered only under Covered Risk 16, 18, 19 or 21; or
- (3) the Policy Amount then in force.

and any costs, attorneys' fees and expenses that We are obligated to pay under this Policy.

- b. If We pursue Our rights under Sections 4.a.(3) and 5.e. of these Conditions and are unsuccessful in establishing the Title, as insured:

- (1) the Policy Amount then in force will be increased by 10% of the Policy Amount shown in Schedule A, and
- (2) You shall have the right to have the actual loss determined on either the date the claim was made by You or the date it is settled and paid.

- c. (1) If We remove the cause of the claim with reasonable diligence after receiving notice of it, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim.

- (2) Regardless of 6.c.(1) above, if You cannot use the Land because of a claim covered by this Policy:

- (a) You may rent a reasonably equivalent substitute residence and We will repay You for the actual rent You pay, until the earlier of:
 - (i) the cause of the claim is removed; or
 - (ii) We pay You the amount required by this Policy. If Your claim is covered only under Covered Risk 16, 18, 19 or 21, that payment is the amount of Your insurance then in force for the particular Covered Risk.

- (b) We will pay reasonable costs You pay to relocate any personal property You have the right to remove from the Land, including transportation of that personal property for up to twenty-five (25) miles from the Land, and repair of any damage to that personal property because of the relocation. The amount We will pay You under this paragraph is limited to the value of the personal property before You relocate it.

- d. All payments We make under this Policy reduce the Policy Amount, then in force, except for costs, attorneys' fees and expenses. All payments We make for claims which are covered only under Covered Risk 16, 18, 19 or 21 also reduce Our Maximum Dollar Limit of Liability for the particular Covered Risk, except for costs, attorneys' fees and expenses.

- e. If We issue, or have issued, a Policy to the owner of a Mortgage that is on Your Title and We have not given You any coverage against the Mortgage, then:

- (1) We have the right to pay any amount due You under this Policy to the owner of the Mortgage, and any amount paid shall be treated as a

payment to You under this Policy, including under Section 4.a. of these Conditions;

- (2) Any amount paid to the owner of the Mortgage shall be subtracted from the Policy Amount then in force; and

- (3) If Your claim is covered only under Covered Risk 16, 18, 19 or 21, any amount paid to the owner of the Mortgage shall also be subtracted from Our Maximum Dollar Limit of Liability for the particular Covered Risk.

- f. If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.

7. TRANSFER OF YOUR RIGHTS TO US

- a. When We settle Your claim, We have all the rights and remedies You have against any person or property related to the claim. You must not do anything to affect these rights and remedies. When We ask, You must execute documents to evidence the transfer to Us of these rights and remedies. You must let Us use Your name in enforcing these rights and remedies.

- b. We will not be liable to You if We do not pursue these rights and remedies or if We do not recover any amount that might be recoverable.

- c. We will pay any money We collect from enforcing these rights and remedies in the following order:

- (1) to Us for the costs, attorneys' fees and expenses We paid to enforce these rights and remedies;
- (2) to You for Your loss that You have not already collected;
- (3) to Us for any money We paid out under this Policy on account of Your claim; and
- (4) to You whatever is left.

- d. If You have rights and remedies under contracts (such as indemnities, guaranties, bonds or other policies of insurance) to recover all or part of Your loss, then We have all of those rights and remedies, even if those contracts provide that those obligated have all of Your rights and remedies under this Policy.

8. THIS POLICY IS THE ENTIRE CONTRACT

This Policy, with any endorsements, is the entire contract between You and Us. To determine the meaning of any part of this Policy, You must read the entire Policy and any endorsements. Any changes to this Policy must be agreed to in writing by Us. Any claim You make against Us must be made under this Policy and is subject to its terms.

9. INCREASED POLICY AMOUNT

This Policy Amount then in force will increase by ten percent (10%) of the Policy Amount shown in Schedule A each year for the first five years following the Policy Date shown in Schedule A, up to one hundred and fifty percent (150%) of the Policy Amount shown in Schedule A. The increase each year will happen on the anniversary of the Policy Date shown in Schedule A.

10. SEVERABILITY

If any part of this Policy is held to be legally unenforceable, both You and We can still enforce the rest of this Policy.

11. ARBITRATION

- a. If permitted in the state where the Land is located, You or We may demand arbitration.
- b. The law used in the arbitration is the law of the state where the Land is located.

- c. The arbitration shall be under the Title Insurance Arbitration Rules of the American Land Title Association (“Rules”). You can get a copy of the Rules from us.
- d. Except as provided in the Rules, You cannot join or consolidate Your claim or controversy with claims or controversies of other persons.
- e. The arbitration shall be binding on both You and Us. The arbitration shall decide any matter in dispute between You and Us.
- f. The arbitration award may be entered as a judgment in the proper court.

12. CHOICE OF LAW

The law of the state where the Land is located shall apply to this policy.

SAMPLE



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of
Policy **O-9240-**_____



In the event matters are discovered during the closing process which would otherwise be insured by the Covered Risks included in the policy, the Company may limit or delete insurance provided by the affected Covered Risk. In such event, a Supplemental Report will be issued prior to closing. General exceptions 1 through 6 will not appear in the ALTA Homeowner's Policy (CoverageOne).

NOTE: Covered Risks 16, 18, 19 and 21 contained in the ALTA Homeowner's Policy (2/3/2010) include certain deductibles and maximum dollar limits of coverage. The Covered Risks, the deductibles and our maximum dollar limit of liability are:

Covered Risk 16:

Your Deductible Amount: 1% of Policy Amount shown in Schedule A, or \$2,500.00 (whichever is less)

Our Maximum Dollar Limit of Liability: \$10,000.00

Covered Risk 18:

Your Deductible Amount: 1% of Policy Amount shown in Schedule A, or \$5,000.00 (whichever is less)

Our Maximum Dollar Limit of Liability: \$25,000.00

Covered Risk 19:

Your Deductible Amount: 1% of Policy Amount shown in Schedule A, or \$5,000.00 (whichever is less)

Our Maximum Dollar Limit of Liability: \$25,000.00

Covered Risk 21:

Your Deductible Amount: 1% of Policy Amount shown in Schedule A, or \$2,500.00 (whichever is less)

Our Maximum Dollar Limit of Liability: \$5,000.00



TitleOne Corporation dba Sun Valley Title
Authorized Agent for:
Stewart Title Guaranty Company

SCHEDULE A Revision: 09/02/2020 - Updated effective date and changed Underwriters

1. Commitment Date: August 31, 2020 at 08:00 AM

2. Policy or Policies to be issued:

<p>X ALTA Owners Policy (6/17/06) Proposed Insured: 755 S Broadway, LLC</p>	<p><i>Extended Coverage</i></p>	<p>Policy Amount: \$1,250,000.00 Premium: \$3,608.00</p>
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CoverageOne or *Extended* Portion of Premium: \$328.00

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple

4. Title to the estate or interest in said land is at the effective date hereof vested in:

M. Brent Stevens and M. Annette Stevens, as Co-Trustees of the Stevens Living Trust, dated December 14, 2005

5. The land referred to in this Commitment is described as follows:

See Attached Schedule C

Stewart Title Guaranty Company

TitleOne Corporation dba Sun Valley Title

By:

Nick Busdon, Authorized Signatory

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. NOTE: According to the available records, the purported address of said land is:

200 N Leadville Ave, Ketchum, ID 83340

6. Necessary conveyance to the proposed insured.

7. The Company will require a copy of the Articles of Organization, Operating Agreement, and other related documents for 755 Broadway LLC showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of said limited liability company.

8. Note: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.

9. The Company will require delivery of and approval by the Company of an Indemnity and Affidavit as to Debts, Liens and Possession, prior to the issuance of the policy.

10. The Company will require delivery of and approval by the Company of a properly executed, Lien Subordination by Burks Excavation if building demo will take place prior to closing.

SCHEDULE B, PART II
Exceptions from Coverage

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company. If the Company's requirements are satisfied, Exceptions 1 through 7 will be removed on Enhanced/Extended coverage policies.

Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special 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. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
8. Taxes for the year 2019 are paid in full.
Parcel Number: RPK00000230010
Original Amount: \$5,449.28
Without homeowner's exemption
9. Taxes, including any assessments collected therewith, for the year 2020 which are a lien not yet due and payable.
10. Water and sewer charges, if any, for the City of Ketchum.
11. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite.
12. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded April 12, 1937 as Instrument No. [75052](#).
13. 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.

(End of Exceptions)

SCHEDULE C

Legal Description:

Lot 1, Block 23 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

After Recording Mail to:
Michael R. Carr
755 South Broadway
2667 South Tacoma Way
Tacoma WA 98409.

**DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS
FOR:
208 CONDOMINIUMS, A CONDOMINIUM**

Grantor: 755 South Broadway, a Colorado LLC

Grantee: The Public

Reference Numbers of Documents Assigned or Released: N/A

Legal Description (abbreviated):

Complete Legal Description is located on Exhibit "A" of document Assessor's Tax Parcel
Number: RPK00000230010

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**DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS FOR:**

208 N. LEADVILLE CONDOMINIUMS, A CONDOMINIUM

Pursuant to the Idaho Condominium Property Act (“The Act”), Idaho Code 55-1501 et seq, defined in Section 1.8.1 and for the purpose of submitting the Property hereinafter described to the provisions of said Act, the undersigned, being sole owner(s), lessee(s) or possessor(s) of said Property, make the following Declaration. By acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Property or any Unit in the Condominium created by this Declaration, it is agreed that this Declaration, together with the Survey Map and Plans referred to herein, states covenants, conditions, restrictions, and reservations effecting a common plan for the Condominium development mutually beneficial to all of the described Units, and that the covenants, conditions, restrictions, reservations and plan are binding upon the entire Condominium and upon each such Unit as a parcel of realty, and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Condominium or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments and regardless of any subsequent forfeitures, foreclosures, or sales of Units under security instruments.

The name of this Condominium is 208 Condominiums, A Condominium.

**Article 1
INTERPRETATION**

1.1 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of this Condominium under the provisions of Idaho law. It is intended and covenanted also that, insofar as it affects this Declaration and Condominium, the provisions of the Act under which this Declaration is operative, shall be liberally construed to effectuate the intent of this Declaration insofar as reasonably possible.

1.2 Consistent with Act. The terms used herein are intended to have the same meaning given in the Act unless the context clearly requires otherwise or to so define the terms would produce an **illegal** or improper result. This condominium project has been created and exists in full compliance with Idaho state law requirements for condominiums and all other applicable law and regulations.

1.3 Covenant Running with Land. It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on

its successors and assigns, all subsequent Owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns, supplementing and interpreting the Act, and operating independently of the Act should the Act be, in any respect, inapplicable.

1.4 Percent of Owners or Mortgagees. For purposes of determining the percentage of Owners or Mortgagees, or percentage of voting power for, approving a proposed decision or course of action in cases where an Owner owns, or a Mortgagee holds Mortgages on, more than one Unit, such owner shall be deemed a separate Owner for each such Unit so owned and such Mortgagee shall be deemed a separate Mortgagee for each such first Mortgage so held.

1.5 Declarant Is Original Owner. Declarant is the original Owner of all Units and Property and will continue to be deemed the Owner thereof except as conveyances or documents changing such ownership regarding specifically described Units are recorded.

1.6 Captions and Exhibits. Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

1.7 Inflationary Increase in Dollar Limits. Any dollar amounts specified in this Declaration in connection with any proposed action or decision of the Board or Association may, in the discretion of the Board, be increased proportionately by the increase in the consumer price index for the city of Ketchum, Idaho, or the consumer price index that is tied to the Ketchum/Sun Valley, Idaho area, for All Urban Consumers, prepared by the United States Department of Labor for the base period, January 1st of the calendar year following the year in which the Declaration was recorded, to adjust for any deflation in the value of the dollar.

1.8 Definitions

1.8.1 "The Act" means Idaho Code 55-1501 et seq.

1.8.2 "Allocated Interest" means those undivided interests in the Common Elements, the Common Expense Liability, and votes in the Association allocated to each Unit more particularly provided for in Article 8 and as shown in Exhibit C.

1.8.3 "Assessment" means all sums chargeable by the Association against a Unit including, without limitation: (a) regular and special Assessments for Common Expenses, charges, and fines imposed by the Association; (b) interest and late

charges on any delinquent account; and (c) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

1.8.4 "Association" means all of the Owners acting as a group in accordance with the Bylaws and with this Declaration as it is duly recorded and as they may be lawfully amended, which Association is more particularly provided for in Article 9.

1.8.5 "Board" means the board of directors of the Association provided for in Section 10.3.

1.8.6 "Books and Records of the Association" shall be given the broadest possible meaning and shall include, without limitation, exception or qualification, the following:

(a) Declaration, Survey Map and Plans, Articles of Incorporation, Bylaws and other rules and regulations governing the Condominium (or any part thereof), and all amendments thereto;

(b) minute books, including all minutes, of all Owner, Board, Officer, Committee or other meetings relating to the Condominium (or any part thereof), including all reports, documents, communications or written instruments attached thereto or referenced therein);

(c) all financial records, including without limitation canceled checks, bank statements, and financial statements of the Association and source documents from the time of incorporation of the Association through the current date;

(d) all reports, documents, communications, or written instruments pertaining to the personal property of the Association or the Condominium (or any part thereof);

(e) all reports, documents, communications, written instruments, plans, and specifications pertaining to the construction, remodeling, maintenance, repair, replacement, or condition of the Condominium (or any part thereof);

(t) all insurance policies or copies thereof for the Condominium (or any part thereof) and Association;

(g) copies of any certificates of occupancy that may have been issued for the Condominium (or any part thereof);

{h) any other permits or notices issued by governmental bodies applicable to the Condominium (or any part thereof) in force or issued;

(i) all written warranties that are still in effect for the Condominium (or any part thereof), or any other area or facilities which the Association has the responsibility to maintain and repair, from the Declarant, contractor, subcontractors, suppliers, and manufacturers, together with all owners' manuals or instructions furnished with respect to installed equipment or building systems;

G) a roster of Owners, Officers and Board members and eligible mongooses and their addresses and telephone numbers, if known;

(k) any leases of the Common Elements or areas and other leases to which the Association is a party; any employment, service, consultation, professional or other contracts in which the Association, Board or Officer is one of the contracting parties, or in which the Association or the Owners have an obligation or a responsibility, directly or indirectly, to pay some or all of the fee or charge, or which in any way relate to the Condominium (or any part thereof);

(l) all reports, documents, communications, or written instruments pertaining to any litigation or other legal or mediation/arbitration proceeding (whether pending, threatened, or under consideration) to which the Association (or Board, Officer, or Owner) is or may be a party, or which may relate to or affect the Condominium (or any part thereof), and

(m) all other all reports, documents, communications, or written instruments in any way relating to or affecting the Association, Board, Officers, Owners, or the Condominium (or any part thereof).

1.8.7 "Bylaws" shall mean the Bylaws of the Association provided for in Article 9.

1.8.8 "Common Elements" means all portions of the Condominium other than the Units.

1.8.9 "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

1.8.10 "Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to Article 8.

1.8.11 "Condominium" means the condominium created by this Declaration and related Survey Map and Plans pursuant to the Act.

1.8.12 "Conveyance" means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract and with respect to a Unit in a

leasehold condominium, a transfer by lease or assignment thereof, but shall not include a transfer solely for security.

1.8.13 "Declarant" means any person or group of persons acting in concert who (a) executed as Declarant this Declaration; or (b) reserves or succeeds to any Special Declarant Right under the Declaration.

1.8.14 "Declarant Control" means the right, if expressly reserved by this Declaration, of the Declarant or persons designated by the Declarant to appoint and remove Association officers and Board members, or to veto or approve a proposed action of the Board or Association; provided, in no event shall exercising the voting rights allocated to a Unit or Units owned by the Declarant or Declarant's affiliates be deemed "Declarant Control".

1.8.15 "Declaration" means this Declaration and any amendments thereto.

1.8.16 "Development Rights" means any right, if expressly reserved by the Declarant in this Declaration to: (a) add real property or improvements to the Condominium; (b) create Units, Common Elements, within real property included or added to the Condominium; (c) subdivide Units or convert Units into Common Elements; (d) withdraw real property from the Condominium; or (e) reallocate Common Elements with respect to Units that have not been conveyed by the Declarant.

1.8.17 "Dispose" or "Disposition" means a voluntary transfer or conveyance to a purchaser or lessee of any legal or equitable interest in a Unit but does not include the transfer or release of a security interest.

1.8.18 "Eligible Mortgagee" means a mortgagee of a Unit or the Mortgagee of the Condominium that has filed with the secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of Mortgagees.

1.8.19 "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a Mortgage or a deed in lieu thereof.

1.8.20 "Identifying Number" means the designation of each Unit in a Condominium.

1.8.21 "Interior Surfaces" (where that phrase is used in defining the boundaries of Common Elements) shall not include paint, paneling, and other such finished surface coverings. Said finished coverings, along with fixtures and other tangible personal property located in and used in connection with said Common Element, shall be deemed a part of said Common Element.

1.8.22 "Limited Common Element" means a portion of the Common Elements allocated by this Declaration (or by subsequent amendments thereto) or by operation of law for the exclusive use of one or more but fewer than all of the Units as provided in Article 7.

1.8.23 "Manager" means the person retained by the Board to perform such management and administrative functions and duties with respect to the Condominium as are delegated to such person and as are provided in a written agreement between such person and the Association.

1.8.24 "Mortgage" means a mortgage or deed of trust that creates a lien against a Unit and also means a real estate contract for the sale of a Unit.

1.8.25 "Mortgagee" means the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Unit created by mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Unit. A Mortgagee of the Condominium and a Mortgagee of a Unit are included within the definition of Mortgagee.

1.8.26 "Mortgagee of a Unit" means the holder of a Mortgage on a Unit, which mortgage was recorded simultaneous with or after the recordation of this Declaration. Unless the context requires otherwise, the term "Mortgagee of a Unit" shall also be deemed to include the Mortgagee of the Condominium.

1.8.27 "Mortgagee of the Condominium" means the holder of a Mortgage on the Property which this Declaration affects, which Mortgage was either recorded prior to the recordation of this Declaration; or was recorded against all Units after the recordation of this Declaration but prior to the recorded conveyance of any Unit. The term "Mortgagee of the Condominium" does not include Mortgagees of the individual Units.

1.8.28 "Person" means a natural person, corporation, partnership, limited partnership, trust, governmental subdivision or agency, or other legal entities.

1.8.29 "Property" or "Real Property" means any fee, leasehold or other estate or interest in, over, or under the land described in Exhibit A, including buildings, structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a conveyance of land although not described in the contract of sale or instrument of conveyance. "Property" included parcels, with or without upper or lower boundaries, and spaces that may be filled with air or water, and personally intended for use in connection therewith.

1.8.30 "Purchaser" means any person, other than Declarant, who by means of a disposition acquires a legal or equitable interest in a Unit other than (a) a leasehold interest including renewal options, of less than twenty years at the time of creation of the

Unit, or (b) as security for an obligation.

1.8.31 "Renting or Leasing" a Unit means the granting of a right to use or occupy a Unit, for a specified term or indefinite term (with rent reserved on a periodic basis), in exchange for the payment of rent (that is, money, property or other goods or services of value); but shall not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

1.8.32 "Residential Purposes" means use for dwelling or recreational purposes, or both.

1.8.33 "Special Declarant Rights" means rights, if expressly reserved in this Declaration for the benefit of Declarant to:

(a) complete improvements indicated on Survey Maps and Plans filed with the Declaration under the Act

(b) exercise any Development Right under Section 23.2;

(c) maintain sales offices, management offices, signs advertising the Condominium, and models under Section 23.1.2;

(d) use easements through the Common Elements for the purpose of making improvements within the Condominium or within real property which may be added to the Condominium;

make the Condominium part of a larger Condominium or a development under the Act

(e) make the Condominium subject to a master association under the Act; or

1.8.34 "Survey Map and Plans" means the survey map and the plans recorded simultaneously with this Declaration and any amendments, corrections, and addenda thereto subsequently recorded.

1.8.35 "Unit" means a portion of the Condominium designated for separate ownership, the boundaries of which are described pursuant to Article 4.

1.8.36 "Unit Owner" means, subject to Section 1.9.5, a Declarant or other person who owns a Unit but does not include a person who has an interest in a Unit solely as security for an obligation; or is merely "renting" or "leasing" a Unit as defined in Section 1.8.3 1. "Unit Owner" means the vendee, not the vendor, of a Unit under a real estate contract, as well as any Mortgagee entitled to exercise a vote under Section 9.3.5.

1.9 Construction and Validity

1.9.1 All provisions of the Declaration and Bylaws are severable.

1.9.2 The rule against perpetuities may not be applied to defeat any provision of the Declaration, Bylaws, rules, or regulations adopted pursuant to the Act

1.9.3 In the event of a conflict between the provisions of the Declaration and the Bylaws, the Declaration prevails except to the extent the Declaration is inconsistent with the Act.

1.9.4 The creation of this Condominium shall not be impaired and title to the Unit and Common Elements shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of the Declaration or Survey Map and Plans or any amendment thereto to comply with the Act.

1.9.5 If the Declaration or Bylaws now or hereafter provide that any officers or directors of the Association must be Unit Owners, then notwithstanding the definition contained in Section 1.8.35, the term "Unit Owner" in such context shall, unless the Declaration or Bylaws otherwise provide, be deemed to include any director, officer, partner in, or trustee of any person, who is, either alone or in conjunction with another person or persons, a Unit Owner. Any officer or director of the Association who would not be eligible to serve as such if he or she were not a director, officer, partner in, or trustee of such a person shall be disqualified from continuing in office if he or she ceases to have any such affiliation with that person, or if that person would have been disqualified from continuing in such office as a natural person.

Article2
DESCRIPTION OF REAL PROPERTY

The Real Property included in the Condominium is described in Exhibit A attached hereto.

Article 3
DESCRIPTION OF UNITS

There may be as many as ten (10) Units created in this condominium which shall not be created in phases. Exhibit B attached hereto sets forth the following:

3.1 Unit Number. The Identifying Number of Each Unit created by the Declaration.

3.2 Unit Description. With respect to each existing Unit:

3.2.1 The approximate square footage.

3.2.2 The number of bathrooms, bedrooms and fireplaces within a Unit.

3.2.3 Access to Common Ways and Public Streets. Each Unit has direct access to Common Area parking areas and/or driveways, and all such Common Areas have direct access to public streets.

Article 4 BOUNDARIES

4.1 Unit Boundaries. Units shall include any improvements now or hereafter located within said space.

4.2 Monuments as Boundaries. Any physical boundaries of a Unit constructed in substantial accordance with the original Survey Map and Plans thereof become its boundaries rather than the bounds expressed in the Survey Map and Plans, regardless of settling or lateral movements of the said physical boundaries or minor variances between boundaries shown on the Survey Map and Plans and those of any said physical boundaries. This Section does not relieve Declarant or any other person of liability for failure to adhere to the Survey Map and Plans.

4.3 Relocation of Boundaries, Adjoining Units.

4.3.1 In General. Subject to the provisions of the Declaration and other provisions of law, the boundaries between adjoining Units may only be relocated by an amendment to the Declaration upon application to the Association by the Owners of those Units. If the Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application must state the proposed reallocations. Unless the Board determines within thirty days that the reallocations are unreasonable, the Association shall prepare an amendment that identifies the Units involved, states the reallocations, is executed by those Unit owners, contains words or conveyance between them and is recorded in the name of the grantor and the grantee.

4.3.2 Survey Map and Plans. The Association shall obtain and record Survey Maps or Plans complying with the requirements of the Act necessary to show the altered boundaries between adjoining Units and their dimensions and Identifying Numbers.

Article S DESCRIPTION OF OTHER IMPROVEMENTS

Within the condominium and within the common elements, there has been constructed parking areas and landscape for the benefit of the Unit owners.

Article 6
DESCRIPTION OF COMMON ELEMENTS

Except as otherwise specifically allocated by the Provisions of Article 7 or other provisions of this Declaration or amendments hereto, the Common Elements consist of all portions of the Condominium except Units and include the following:

6.1 The Real Property described in Exhibit A, and improvements thereto, which are not part of a Unit.

6.2 Installations of utility services such as power, light, telephone, and in general all apparatus and installations existing for common use, including but not limited to, installed sanitary sewer systems.

6.3 The driving areas which provide access to the Units and are set forth as private lane (common element) on the Survey Map and Plans.

6.4 Any parking or storage areas.

6.5 All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in Common use. Common Elements shall include all existing fences, either on the perimeter of the condominium or within any Units as shown on the Survey Map and Plans.

Article 7
DESCRIPTION OF LIMITED COMMON ELEMENTS

7.1 Limited Common Elements. The Limited Common Elements, if any, are allocated for the exclusive use of the Owner or Owners of one or more than one Unit to which they are allocated, provided by law or some other provision of this Declaration, or amendments thereto.

Article 8
ALLOCATED INTERESTS

The Allocated Interests of each Unit (that is, the undivided interest in the Common Elements, the Common Expense Liability and the votes in the Association allocated to each Unit) are set forth in Exhibit C attached hereto. The Allocated Interest appertaining to each Unit cannot be changed except as provided in this Declaration. The Allocated Interest and the title to the respective Units shall not be separated or separately

conveyed and each undivided interest shall be deemed to be conveyed with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the title to the Unit. Except where permitted by the Act, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an Allocated Interest made without the Unit to which that Interest is allocated is void.

Article 9 OWNER'S ASSOCIATION

9.1 Form of Association. The Association shall be organized as a non-profit corporation under the laws of the State of Idaho and shall be known as 208 N. Leadville Condominium Association.

9.2 Membership

9.2.1 Qualification Each Owner (including Declarant) shall be a member of the Association and shall be entitled to one membership for each Unit so owned; provided, that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Unit Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Unit shall be the sole qualification for membership in the Association

9.2.2 Transfer of Membership. The Association membership of each Owner (including Declarant) shall be appurtenant to the Unit giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Unit and then only to the transferee of title to such Unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

9.3 Voting.

9.3.1 Number of Votes. The total voting power of all Owners shall be equal to the total number of Units, with one vote allocated to each Unit

9.3.2 Multiple Owners. If only one of the multiple Owners of a Unit is present at a meeting Of the Association, the owner is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

9.3.3 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates eleven months after its date of issuance.

9.3.4 Association Owned Units. No votes allocated to a Unit owned by the Association may be cast and in determining the per-centage of votes required to act on any matter, the votes allocated to Units owned by the Association shall be disregarded.

9.3.5 Pledged Votes. If an Owner is in default under a first Mortgage for Ninety (90) consecutive days or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Unit owner has pledged his or her vote on all issues to the Mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, or in the event the record Owner or Owners have otherwise pledged their vote regarding special matters to a Mortgagee under a duly recorded Mortgage, only the vote of such Mortgagee will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Board. Amendments to this subsection shall only be effective upon the written consent of all the voting Owners and their respective Mortgagees, if any.

9.4 Meetings. Notices and Quorums.

9.4.1 Meetings. A meeting of the Association must be held at least once each year. Special meetings of the Association may be called by the president, a majority of the Board, or by Unit owners having twenty percent of the votes in the Association. Not less than ten nor more than sixty days in advance of any meeting, the secretary or other officer specified in the bylaws shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner, or to the mailing address designated in writing by a Mortgagee entitled to vote under Section 9.3.5. The notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to the Declaration or Bylaws, changes in the previously approved budget that result in a change in Assessment obligations, and any proposal to remove a director or officer.

9.4.2 Quorums.

- (a) A quorum is present throughout any meeting of the Association if the

owners of Units to which twenty-five percent of the votes of the Association are allocated are present in person or by proxy at the beginning of the meeting.

(b) A quorum is deemed present throughout any meeting of the Board if persons entitled to cast fifty percent of the votes on the Board are present at the beginning of the meeting.

9.5 Bylaws of Association.

9.5.1 Adoption of Bylaws. Bylaws (and amendments thereto) for the administration of the Association and the Property, and for other purposes not inconsistent with the Act or with the intent of this Declaration shall be adopted by the Association upon concurrence of those voting Owners holding a majority of the total voting power. Amendments to the Bylaws may be adopted at any regular or special meeting. Declarant may adopt initial Bylaws.

9.5.2 Bylaws Provisions. The Bylaws may contain supplementary, not inconsistent, provisions regarding the Operation and Administration of the Condominium.

**Article 10
MANAGEMENT OF CONDOMINIUM**

10.1 Administration of the Condominium. The Unit Owners covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association which are incorporated herein by reference and made a part hereof.

10.2 Election and Removal of Board and Officers.

10.2.1 Election By Owners in General. The Unit Owners (including Declarant and any Affiliate of Declarant to the extent Units are owned by Declarant or any such Affiliate) shall elect a Board of at least three members, at least a majority of whom must be Unit Owners. The Board shall elect the officers. Such members of the Board and officers shall take office upon election.

10.2.2 Election By Owners, Other Than Declarant.

(a) The affairs of the Association shall initially be governed by a Board composed of at least one (1) but not more than three (3) members as determined by Declarant.

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created (in all phases) to Unit Owners other than Declarant at least one (1) member and not less than twenty-five percent (25%) of the

members of the Board may be elected by Unit Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units which may be created (in all phases) to Unit Owners other than a Declarant, not less than thirty-three and one-third percent of the members of the Board may be elected by Unit Owners other than the Declarant.

(c) Commencing with the first Association meeting at which the Unit Owners are to elect the entire Board (other than a meeting held when Declarant still owned all of the Units), and unless the Bylaws are amended at that meeting, the Board shall be composed of three (3) Members (not including a Board member designated by Declarant), a majority of whom must be Owners of Units in the Condominium; provided, the Declarant (or a representative of Declarant) shall have the right (which may not be terminated by amendment to the Declaration or Bylaws, and which shall continue so long as any Special Declarant Rights or Developments remain in effect or Declarant has any obligation or liability of any express or implied warranty) to serve as a full non-voting member of the Association Board (with all of the rights and powers of a Board member except for the right to vote).

10.2.3 Taking Office: Officers. The Board shall elect the officers of the Association. Such members of the Board and officers shall take office upon election.

10.2.4 Removal. The Unit Owners, by a two-thirds vote of the voting power in the Association present and entitled to vote at any meeting of the Unit Owners at which a quorum is present may remove any member of the Board with or without cause.

10.3 Management by Board.

10.3.1 On Behalf of Association Except as otherwise provided in the Declaration, the Bylaws, Section 10.3.2 or the Act, the Board shall act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board are required to exercise ordinary and reasonable care.

10.3.2 Not on Behalf of Association The Board shall not act on behalf of the Association to amend the Declaration in any manner that requires the vote or approval of the Unit Owners pursuant to Section 21.1, to terminate the Condominium pursuant to the Act, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of office of members of the Board pursuant to section 10.2; but the Board may fill vacancies in its membership for the unexpired portion of any term.

10.3.3 Budget Approval. Within thirty days after adoption of any proposed budget for the Condominium, the Board shall provide a summary of the budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of

the summary. Unless at that meeting the Owners of Units to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board.

10.4 Authority of the Association

10.4.1 The Association acting by and through the Board, or a Manager appointed by the Board, for the benefit of the Condominium and the Owners, shall enforce the provisions of this Declaration and of the Bylaws and shall have all powers and authority permitted to the Association under the Act and this Declaration, including without limitation:

- (a) Adopt and amend Bylaws, rules, and regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses from Unit Owners;
- (c) Hire and discharge or contract with managing agents and other employees, agents, and independent contractors;
- (d) Subject to the provisions of the Declaration, institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium; provided, that on matters affecting a Unit the Association must obtain the prior written consent of the Owner of the Unit affected;
- (e) Make contracts and incur liabilities;
- (f) Regulate the use, maintenance, repair, replacement, and modification of Common Elements;
- (g) Cause additional improvements to be made as a part of the Common Elements;
- (h) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 10.8;
- (i) Grant easements, leases, licenses, and concessions through or over the Common Elements and petition for or consent to the vacation of streets and alleys;
- (j) Impose and collect any payments, fees, or charges for the use, rental, or

operation of the Common Elements, and for services provided to Unit Owners;

(k) Impose and collect charges for late payment of assessments and, after notice and an opportunity to be heard by the Board or by such representative designated by the Board and in accordance with such procedures as provided in the Declaration or Bylaws or rules and regulations adopted by the Board levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of the Declaration, Bylaws, and rules and regulations of the Association;

(l) Impose and collect reasonable charges for the preparation and recording of amendments to the Declaration, resale certificates required by the Act and statements of unpaid Assessments;

(m) Provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance;

(n) Assign its right to future income, including the right to receive common expense assessments, but only to the extent the Declaration provides;

(o) Exercise any other powers conferred by the Declaration or Bylaws;

(p) Exercise all other powers that may be exercised in this state by the same type of corporation as the Association;

(q) Exercise any other powers necessary and proper for the governance and operation of the Association;

(r) Maintain and repair any Unit, its appurtenances and appliances, and Common Elements, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Element or preserve the appearance and value of the Condominium, and the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner, provided that the Board shall levy a special charge against the Unit of such Owner for the cost of such maintenance or repair, and

(s) Pay any amount necessary to discharge any lien or encumbrance levied against the entire Property or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and attorney fees) incurred by the Board by reason of such lien or liens shall be specially

charged against the Owners and the Units responsible to the extent of their responsibility.

10.4.2 The Board's power hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Association funds a capital addition or improvement (other than for purposes of restoring, repairing or replacing portions of the Common Elements) having a total cost in excess of Five Thousand Dollars (\$5,000), without first obtaining the affirmative vote of a majority of Owners at a meeting called for such purpose, or if no such meeting is held, then the written consent of a majority of Owners; provided that any expenditure or contract for each capital addition or improvement in excess of Twenty-Five Thousand Dollars (\$25,000) must be approved by Owners having not less than sixty-seven percent (67%) of the voting power.

10.4.3 Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all of the Owners or any of them.

10.4.4 The Board and its agents or employees may enter any Unit or Common Element when necessary, in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board paid for as a Common Expense if the entry was due to an emergency, or for the purpose of maintenance or repairs to Common Elements where the repairs were undertaken by or under the direction or authority of the Board; provided, if the repairs or maintenance were necessitated by or for the Unit entered or its Owners, or requested by its Owners, the costs thereof shall be specially charged to such Unit. In furtherance of the foregoing, the Board (or its designated agent) shall have the right at all times to possess such keys and/or lock combinations as are necessary to gain immediate access to Units and Common Elements.

10.5 Borrowing by Association. In the discharge of its duties and the exercise of its powers as set forth in Section 10.4.1, but subject to the limitations set forth in this Declaration, the Board may borrow funds on behalf of the Association and to secure the repayment of such funds, assess each Unit (and the Owner thereof) for said Units pro rata share of said borrowed funds and the obligation to pay said pro rata share shall be a lien against said Unit and the undivided interest in the Common Elements appurtenant to said Unit. Provided, that the Owner of a Unit may remove said Unit and the Allocated Interest in the Common Elements appurtenant to such Unit from the lien of such assessment by payment of the Allocated Interest in Common Expense Liability attributable to such Unit. Subsequent to any such payment, discharge, or satisfaction, the Unit and the Allocated Interest in the Common Elements appurtenant thereto shall thereafter be free and clear of the liens so paid, satisfied, or discharged. Such partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce his rights against any Unit and the Allocated Interest in the Common Elements appurtenant thereto not so paid, satisfied, or

discharged.

10.6 Association Records and Funds

10.6.1 Records and Audits. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the Act in providing resale certificates. All Books and Records of the Association (as defined in Section 1.8) shall be made reasonably available (at all reasonable hours of weekdays or under other reasonable circumstances) for examination and copying by Declarant, and any Owner, Mortgagee, insurer and guarantor of any Mortgage on any Unit, or their agents. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. If this Condominium consists of fifty or more Units, the financial statements of the Condominium shall be audited at least annually by a certified public accountant. If this Condominium consists of fewer than fifty Units, an annual audit is also required but may be waived annually by Owners (other than the Declarant) of Units to which sixty percent of the votes are allocated, excluding the votes allocated to Units owned by the Declarant.

10.6.2 Fund Commingling. The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with the funds of any other Association, nor with the funds of any Manager of the Association or any other person responsible for the custody of such funds. Any reserve funds of the Association shall be kept in a segregated account and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two persons who are officers or directors of the Association.

10.7 Association as Trustee With respect to a third person dealing with the Association in the Association's capacity as a trustee, the existence of trust powers and their proper exercise by the Association may be assumed without inquiry, A third person is not bound to inquire whether the Association has power to act as trustee or is properly exercising trust powers. A third person, without actual knowledge that the Association is exceeding or improperly exercising its powers, is fully protected in dealing with the Association as if it possessed and properly exercised the powers it purports to exercise. A third person is not bound to assure the proper application of trust assets paid or delivered to the Association in its capacity as trustee.

10.8 Common Elements. Conveyance. Encumbrance.

10.8.1 In General. Portions of the Common Elements which are not necessary for the habitability of a Unit may be conveyed or subjected to a security interest by the Association if the Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, including eighty percent (80%) of the votes allocated to Units not owned by Declarant or an Affiliate of Declarant, agree to that

action; but all the Owners of Units to which any Common Element is allocated must agree in order to convey that Common Element or subject it to a security interest. Proceeds of the sale or financing are an asset of the Association.

10.8.2 Agreement. An agreement to convey Common Elements or subject them to a security interest must be evidenced by the execution of an agreement, or ratifications thereof, in the same manner as a deed, by the requisite number of Unit Owners. The agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications thereof must be recorded in every county in which a portion of the Condominium is situated and is effective only upon recording.

10.8.3 Conditions Precedent. The Association, on behalf of the Unit Owners, may contract to convey Common Elements or subject them to a security interest, but the contract is not enforceable against the Association until approved pursuant to Sections 10.8.1 and 10.8.2. Thereafter, the Association has all powers necessary and appropriate to affect the conveyance or encumbrance, including the power to execute deeds or other instruments.

10.8.4 Void Transaction. Any purported conveyance, encumbrance, or other voluntary transfer of Common Elements, unless made pursuant to this Section, is void.

10.8.5 Support Right. A conveyance or encumbrance of Common Elements pursuant to this section shall not deprive any Unit of its rights of access and support.

10.8.6 Prior Encumbrances. A conveyance or encumbrance of Common Elements pursuant to this section shall not affect the priority or validity of preexisting encumbrances either on Units (and their Allocated Interest in Common Elements) or on Common Elements.

10.9 Termination of Contracts and Leases. If entered into before the Board elected by the Unit Owners pursuant to Section 10.2.2 takes office, (1) any management contract, employment contract, or lease or recreational or parking areas or facilities, (2) any other contract or lease between the Association and a Declarant or an Affiliate of a Declaration, or (3) any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing may be terminated without penalty by the Association at any time after the Board elected by the Unit Owners pursuant to Section 10.2.2 takes office upon not less than ninety days' notice to the other party or within such lesser notice period provided for without penalty in the contract or lease. This Section does not apply to any lease, the termination of which would terminate the Condominium or reduce its size, unless the real property subject to that lease was included in the Condominium for the purpose of avoiding the right of the

Association to terminate a lease under this Section.

10.10 Governmentally Required Maintenance, etc. Any insurance, maintenance, repair, replacement, alteration or other work, or the monitoring of such work, which is required by any governmental entity (including without limitation, federal, state or local government, public or private utility provider, local improvement district, or other governmental or quasi-governmental entity or agency), and regardless of whether such requirement is now or hereafter established, and whether imposed in connection with a building permit or other governmental approval or requirement, and whether involving land within public rights of way or subject to ownership or exclusive use of one owner, shall be the sole and exclusive responsibility of the Association (not the Declarant) and any cost incurred in connection therewith shall be a Common Expense. In furtherance of the generality of the foregoing, and not by way of limitation, such work shall include maintenance of any grass-lined swales and proper disposal of clippings; maintenance of wetland plantings; replacement of wetland and landscape plantings that die during any required maintenance period; maintenance of public and private storm sewer and retention systems. Declarant shall have the right but not the obligation, to perform any such work if the Association fails to do so. The Association shall promptly upon demand reimburse Declarant for any costs directly or indirectly incurred by declarant as a result of the Declarant performing or the Association's failure to perform, such work (including any work necessary to obtain a release, or avoid a forfeiture, of any cash deposit or other bond made by Declarant.

10.11 Maintenance Repair, Inspection and Warranty Procedure. The Association shall defend, indemnify and hold Declarant harmless from any expense or claim arising from or relating to any Association's failure to promptly and properly maintain, repair or inspect the Condominium (or any part thereof), or the Association's failure to promptly and properly make a claim (or comply with dispute resolution procedures) under any warranty obtained or issued by Declarant. Declarant shall not be liable under any express or implied warranty (including without limitation the Idaho Condominium Act implied warranties) for loss or damage which the Association or Owners have not taken timely action to minimize, or which is caused or made worse by a failure to properly and promptly maintain, repair, or inspect (including without limitation failure to fully comply with any inspection, monitoring, maintenance or repair checklist, manual or recommendation provided by Declarant (or a contractor, subcontractor or manufacturer) to the Association or Owners.

10.12 Association Litigation.

10.12.1 The term "Legal Proceedings" as used herein shall include litigation, administrative mediation, arbitration or other proceedings in the name of the Association on behalf of itself or two or more Unit Owners on matters affecting the Condominium.

10.12.2 The provisions of this Section 10.12 shall not apply to Legal Proceedings, as a result of which the Association could not be held responsible for costs of suit (including fees for attorneys, experts, witnesses, investigations and other costs of suit) in a aggregate amount of not more than \$5,000 (including without limitation fees contingent on a result), and which involve:

- (a) collection of delinquent regular or special Assessments, the enforcement of any Assessment lien and interest and penalties in connection therewith;
- (b) collection of monies owed to the Association, or recovery of damages caused to the Association or Condominium (or any part thereof), when the principal amount to be recovered involves less than \$25,000;
- (c) enforcement of the provisions of the Declaration, Articles, Bylaws or rules and regulations of the Association;
- (d) defense of a claim against the Association, when the principal amount to be recovered involves less than \$25,000; or
- (e) the filing of a complaint, answer or other pleading for the limited purpose satisfying a statute of limitation deadline, avoiding entry of a default order or judgment, or preventing personal injury or serious harm to the Condominium (if such purpose is certified in good faith by the Association's attorney), but except for this limited purpose the other conditions of Section 10. 12 must be satisfied.

10.12.3 In order for the Association (or the Board acting on behalf of the Association) to institute, defend, or intervene in Legal Proceedings, and in order for the Association to become obligated in the aggregate sum in excess of \$5.000, to professionals, consultants or other experts in connection with Legal Proceedings, the following conditions must first be satisfied:

- (a) the Board has received a detailed written summary ("Litigation Summary") concerning the substance of the proceeding, including: (i) agreements with lawyers, experts and consultants; issues involved; (ii) legal and factual basis of anticipated allegations on behalf of and against the Association; (iii) remedies to be sought on behalf of and against the Association; (iv) estimated amount to be sought on behalf of (and that could be sought from) the Association, (v) Association's estimated costs of suit (including fees for attorneys, experts, witnesses, investigations and other costs of suit) and any third-party costs of suit that the Association would pay if the Association does not prevail; (vi) reports and recommendations by any professionals or consultants retained by the Association (and by any opposing party, if available); (vii) any written demands or settlements offers made by an opposing party (the Board shall request that an opposing party make such demand and settlement offer); and (viii) any negative consequences that the Association, Condominium or Owners could suffer during such proceedings including

required disclosures to prospective purchasers, impediments to Unit refinancing, or diminishment of Unit value.

(b) if the proceeding will involve a claim against the Declarant (or Declarant's contractor, subcontractors, vendors, suppliers or other professionals) concerning construction defects or other condition of the Condominium, the Litigation Summary will also include: a description of the construction defects or other condition (which shall also have been transmitted to the Declarant}; and any written response from the Declarant concerning such defects (including any offer to settle by performing remedial work, payment of cash or a combination of both).

(c) A copy of the Litigation Summary shall be transmitted to all Owners, together with a written notice of the Owner's right of access to the Books and Records of the Association as provided in Section 10.6.1, and a written notice of a special Owner's meeting to be convened as provided in this Declaration, at which meeting the Declarant (and its representatives shall be entitled to attend and participate in on a non-voting basis}.

(d) The Owners holding eighty percent (80%) of the total Association voting power must grant approval for the Association (or the Board acting on behalf of the Association} to institute, defend, or intervene in legal proceedings, provided, that under no circumstances may legal proceedings be commenced against Declarant (or Declarant's contractor, subcontractors, vendors, suppliers or other professionals) with respect to any alleged construction defect or other condition which Declarant has agreed in writing to remedy and is proceeding with reasonable due diligence to do so.

Article 11 USE; REGULATION OF USES;

11.1 Residential Units. The Units on the second and third floor may only be used for single-family residential purposes. The units on the lower level and main floor may be used for commercial office or retail. No restaurants shall be allowed.

11.2 Vehicle Parking Restrictions. Unit Owners and their guests may only park automobiles, light trucks, passenger vans within the Parking Area of the Common Elements. Said vehicles may not be permanently parked or stored within said Parking Area and the Board of the Association may adopt rules and regulations concerning the parking of said vehicles. No vehicle of any type may be parked in the Parking Area for longer than 48 hours without the express written approval from the Board of the Association. The Board may require removal of any vehicle and any other personal property improperly stored or placed or parked within the Common Elements in violation of this Declaration.

11.3 Common Drive and Walks. Common drives shall be used exclusively for normal transit and no obstructions shall be placed thereon or therein except by express

written consent of the Board.

11.4 Maintenance.

11.4.1 Units. Each Unit owner shall at its sole expense have the right and duty to keep the Unit improvements, equipment of appliances and appurtenances located therein in good order, condition and repair. Each owner shall be responsible for the construction, alteration, maintenance, repair or replacement of any improvements in said Unit.

11.4.2 Fences. No fences shall be constructed within the Common Elements or Limited Common Elements without the express written consent of the Board of the Association.

11.5 Pets. Domestic household pets, such as dogs and cats, may be kept by Unit Owners; provided, that the keeping of pets shall be subject to such reasonable rules and regulations as the Board may from time to time adopt. The Board may require the removal of any animal which the Board in the exercise of reasonable discretion finds disturbing other Unit Owners unreasonably and may exercise this authority for specific animals even though other animals are permitted to remain. Animals which are declared to be dangerous under state law are prohibited, although no animal shall be deemed dangerous on account of its particular breed.

Pets will not be allowed on any Common Elements unless they are on a leash or being carried and are being walked to or from the Unit to a public walk or street. At all times the Common Elements shall be free of any pet debris, including food and feces matter. At no time is pet feces to be deposited in garbage. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the Condominium, nor may any animal be bred or used therein for any commercial purpose. Any outside facility for pets must be kept clean on a daily basis and no waste products or food be left in either the facility or on the Property.

11.6 Offensive Activity. No noxious or offensive activity shall be carried on in any Unit or Common Element, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners.

All occupants shall avoid making noises, and using musical instruments, radios, and amplifiers in such manner as may disturb other occupants. Owner shall also control their pets so that they do not disturb other occupants.

No refuse, garbage or trash of any kind shall be thrown, placed or kept on any Common Element of the project outside of the disposal facilities provided for such purposes.

Every Unit Owner and occupant shall at all times keep his Unit in a strictly clean and sanitary condition, free of rodents and pests, and observe and perform all laws, ordinances, rules and regulations, including kennel laws and animal control laws.

11.7 Common Element Alterations. Nothing shall be altered or constructed in, or (except for an Owner's personal property) removed from, the Common Element except upon the written consent of the Board and after procedures required herein or by law.

11.8 House Rules. The Board or the Association membership is empowered to pass, amend and revoke detailed, reasonable administrative rules and regulations, or "House Rules," necessary or convenient from time to time to ensure compliance with the general guidelines of this Article. Such House Rules shall be binding on all Unit Owners, lessees, guests and invitees upon adoption by the Board or Association.

11.9 Rental Units.

(Reserved).

11.10 Timesharing. Timesharing, as defined in the Idaho Timeshare Act is prohibited. Short term (under 30 days) vacation rentals shall be allowed.

11.11 Exemption for Declarant. The provisions with respect to design control for Unit structures as set forth above shall not apply to any Unit structures constructed by the Declarant on any Unit owned by the Declarant.

Article 12 COMMON EXPENSES AND ASSESSMENTS

12.1 Estimated Expenses Within sixty (60) days prior to the beginning of each calendar year, or such other fiscal year as the Board may adopt, the Board shall estimate the charges including Common Expenses, and any special charges for particular Units to be paid during such year; shall make provision for creating, funding and maintaining reasonable reserves for contingencies and operations, as well as for maintenance repair, replacement and acquisition of Common Elements; and shall take into account any expected income and any surplus available from the prior year's operating fund. Without limiting the generality of the foregoing but in furtherance thereof, the Board shall create and maintain from regular monthly Assessments a reserve fund for replacement of those Common Elements which can reasonably be expected to require replacement or a major repair prior to the end of the useful life of the buildings. The Board shall calculate the contributions to said reserve fund so that there are sufficient funds therein to replace, or perform such major repair, to each Common Element covered by the fund at the end of the estimated useful life of each such Common Element. The initial Board, whether appointed by Declarant or elected by Unit Owners, may at any suitable time establish the first such estimate. If the sum estimated and budgeted at any time proves inadequate for

any reason (including non-payment for any reason of arty Owner's Assessment), the Board may at any time levy a further Assessment, which shall be assessed to the Owners according to Section 12.4. Similarly, if the sum estimated and budgeted, and being collected and/or already collected, at any time proves excessive, the Board may reduce the amount being assessed and/or apply existing funds (in excess of current needs and required reserves) against future Assessments and/or refund such excess funds. The Common Expenses as defined above shall include but are not limited to the costs of maintaining, repairing and replacing roads, Common Areas, storm water collection and disposition system, septic system community drain fields and septic tanks, electricity and septic system pumps in connection therewith, street lights, if any, liability insurance, security services, and utilities for the benefit of the Common Areas including water and power, and any other expenses which the Association shall deem to be for the benefit of all Unit Owners.

12.2 Payment by Owners. Each Owner shall be obligated to pay its share of Common Expenses and special charges made pursuant to this Article to the treasurer for the Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate. No Owner may exempt himself from liability for payment of assessments for any reason, including waiver of use or enjoyment of any of the Common Elements or abandonment of the Owner's Unit.

12.3 Commencement of Assessments. The Declarant in the exercise of its reasonable discretion shall determine when the Association shall commence making Assessments; provided, that in all events the Assessments shall commence on a date within 60 days after the date on which seventy-five percent (75%) of the Units which may be created, have been conveyed to Owners (other than Declarant or on Affiliate of Declarant). Until the Association makes an Assessment, the Declarant shall pay all Common Expenses. After any Assessment has been made by the Association, Assessments must be made against all Units, based on a budget adopted by the Association; provided, until a date within 60 days after the date on which seventy-five percent (75%) of the Units which may be created have been conveyed to Owners (other than Declarant or an Affiliate of Declarant):

(a) the Board (whether appointed by Declarant or elected by Unit Owners) may elect not to collect monthly assessments calculated as provided in Section 12.1 and instead elect to collect and expend monthly assessments based on the actual costs of maintaining, repairing, operating and insuring the Common Areas; or

(b) the Declarant may elect to pay all of certain of such actual costs and have Unit Owners pay a pro-rata share (based on each Unit's Allocated Interest) of the remainder of such costs.

12.4 Allocated Liability All Common Expenses must be assessed against all the

Units in accordance with the allocations set forth in Exhibit B. Any past due Common Expense Assessment or installment thereof bears interest at the rate established by the Association pursuant to Section 12.10.11.

12.5 Insurance Costs. The Board may elect that the costs of insurance must be assessed in proportion to risk.

12.6 Utility Costs. The Board may elect that the costs of utilities must be assessed in proportion to usage.

12.7 Assessments for Judgment Assessments to pay a judgment against the Association pursuant to the Act (1) may be made only against the Units in the Condominium at the time the judgment was entered in proportion to their Allocated Common Expense Liabilities at the time the judgment was entered.

12.8 Owner Misconduct. To the extent that any Common Expense is caused by the misconduct of any Unit Owner, the Association shall assess that expense against the Owner's Unit.

12.9 Reallocation. If Common Expense Liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

12.10 Lien For Assessments.

12.10.1 Lien. The Association has a lien on a Unit for any unpaid Assessments levied against a Unit from the time the Assessment is due.

12.10.2 Priority. A lien under Section 12.1 shall be prior to all other liens and encumbrances on a Unit except: (a) liens and encumbrances recorded before the recording of the Declaration; (b) a Mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent; and (c) liens for real property taxes and other governmental assessments or charges against the Unit.

12.10.3 Mortgage Priority Except as provided in Sections 12.10.4 and 12.10.5, the lien shall also be prior to the Mortgages described in Section 12.10.2(b) to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budget adopted by the Association pursuant to Section 12.10.1, which would have become due during the six months immediately preceding the date of the sheriff's sale in an action for judicial foreclosure by either the Association or a Mortgagee, the date of a trustee's sale in a non-judicial foreclosure by a Mortgagee, or the date of recording of the Declaration of forfeiture in a proceeding by the vendor under a real estate contract.

12.10.4 Mortgagee Notice. The priority of the Association's lien against Units encumbered by a Mortgage held by an Eligible Mortgagee or by a Mortgagee which has given the Association a written request for a notice of delinquent Assessments shall be reduced by up to three months if and to the extent that the lien priority under Section 12.10.3 includes delinquencies which relate to a period after such holder becomes an Eligible Mortgagee or has given such request for notice and before the Association gives the holder a written notice of the delinquency. This Section does not affect the priority of mechanics' or material men's liens, or the priority of liens for other Assessments made by the Association.

12.10.5 Recording as Notice. Recording of the Declaration constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessment under this section shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for Assessments under this Section in the real property records of any county in which the Condominium is located. Such recording shall not constitute the written notice of delinquency to a Mortgagee referred to in Section 12.10.3.

12.10.6 Limitation on Action. A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt are instituted within three years after the amount of the Assessments sought to be recovered becomes due.

12.10.7 Foreclosure. The lien arising under Section 12.10 may be enforced judicially by the Association or its authorized representative in the manner set forth herein. The Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months. Nothing in this Section shall prohibit the Association from taking a deed in lieu of foreclosure.

12.10.8 Receiver. From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Unit that is not occupied by the Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Unit as and when due. If the rent is not paid, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental Units in this type of Condominium, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this section, and a receiver shall not be appointed less than ninety days after the delinquency. The exercise by the Association of the foregoing rights shall not

affect the priority of preexisting liens on the Unit.

12.10.9 Mortgagee Liability. Except as provided in Section 12.10.3, the holder of a Mortgage or other Purchaser of a Unit who obtains the right of possession of the Unit through foreclosure shall not be liable for Assessments or installments thereof that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Unit Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale as provided in this Section.

12.10.10 Lien Survives Sale. The lien arising under Section 12.10 shall not be affected by the sale or transfer of the subject Unit except in the event of sale through foreclosure, as provided in Section 12.10.9.

12.11 Owner Liability. In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligations of the Owner or Owners of the Unit to which the same are assessed as of the time the Assessment is due. In a voluntary conveyance the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee thereof. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

12.12 Late Charge. The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established non-usurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under Idaho law on the date on which the Assessments became delinquent.

12.13 Attorney's Fees. The prevailing party shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

12.14 Assessment Certificate. The Association, upon written request, shall furnish to a Unit Owner or a Mortgagee a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid Assessments against that Unit. The statement shall be furnished within fifteen days after receipt of the request and is binding on the Association, the Board, and every Unit Owner, unless and to the extent

known by the recipient to be false.

12.15 Acceleration of Assessments. In the event any monthly Assessment or special charge attributable to a particular Unit remains delinquent for more than sixty (60) days, the Board may, upon fifteen (15) days written notice to the Owner of such Unit, accelerate and demand immediate payment of all, or such portion as the Board determines, of the monthly Assessments and special charges which the Board reasonably determines will become due during the next succeeding twelve (12) months with respect to such Unit.

12.16 Delinquent Assessment Deposit Working Capital

12.16.1 Delinquent Assessment Deposit.

(a) A Unit Owner may be required by the Board or by the Manager, from time to time, to make and maintain a deposit not less than one (1) month nor in excess of three (3) months estimated monthly Assessment and charges, which may be collected as are other Assessments and charges. Such deposit shall be held in a separate fund, be credited to the Unit owned by such Owner, and be for the purpose of establishing a reserve for delinquent Assessments.

(b) Resort may be had thereto at any time when such owner is ten (10) days or more delinquent in paying his monthly or other Assessments and charges. Said deposits shall not be considered as advance payments of regular Assessments. In the event the Board should draw upon said deposit as a result of a Unit Owner's delinquency in payment of any Assessments, said Owner shall continue to be responsible for the immediate and full payment of said delinquent Assessment (and all penalties and costs thereon) and thus the full restoration of said deposit, and the Board shall continue to have all of the rights and remedies for enforcing such Assessment payment and deposit restoration as provided by this Declaration and by law.

(c) Upon the sale of a Unit, the seller/Owner thereof shall not be entitled to a refund from the Association of any deposit or reserve account made or maintained with respect to such Unit pursuant to this or any other Section of this Declaration; rather, any such deposit or reserve account shall continue to be held by the Association for the credit of such Unit and the Unit Purchaser shall succeed to the benefit thereof, and the Unit seller shall be responsible for obtaining from the Purchaser appropriate compensation thereof.

12.16.2 Working Capital Contribution. The first Purchaser of any Unit shall pay to the Association, in addition to other amounts due, an amount equal to two (2) months of monthly Assessments as a contribution to the Association's working capital. Such working capital contributions shall not be used to defray Declarant's expenses in completing the construction of the Condominium, to pay Declarant's contributions to

Association reserves or to make up any deficits in the budget of the Association. Upon the election of the first Board by Unit Owners other than Declarant, Declarant shall pay to the Association as a working capital contribution an amount equal to two (2) months of monthly Assessments for each of the Units then owned by Declarant. When a Unit owned by Declarant is sold, Declarant may apply funds collected at closing from the Purchaser to reimburse itself for funds paid to the Association for such contribution with respect to that Unit.

Article 13 INSURANCE

13.1 In General. Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Association shall maintain, to the extent reasonably available:

13.1.1 Property insurance on the Common Elements of the Condominium;

13.1.2 Liability insurance, including medical payments insurance, in an amount determined by the Board but not less than Two Million Dollars, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements.

13.1.3 Workmen's compensation insurance to the extent required by applicable laws.

13.1.4 Fidelity bonds naming the members of the Board, the Manager and its employees and such other persons as may be designated by the Board as principals and the Association as obligee, in at least an amount equal to three months aggregate assessments for all Units plus reserves in the custody of the Association or Manager at any given time during the term of each bond. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definitions of "employee" or similar expression.

13.1.5 Insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions as the Board deems advisable.

13.1.6 Such other insurance (including directors' and officers' liability) as the Board deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation,

Veteran's Administration, or other governmental or quasi-governmental agencies involved in the secondary mortgage market, so long as any such agency is a Mortgagee or Owner of a Unit within the project, except to the extent such coverage is not available or has been waived in writing by such agency.

13.2 Required Provisions. Insurance policies carried pursuant to this Article shall:

13.2.1 Provide that each Unit Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association;

13.2.2 Provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Association, the Owner of any Unit and/or their respective agents, employees or tenants, and members of their household, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured;

13.2.3 Provide that no act or omission by any Unit Owner, unless acting within the scope of the Owner's authority on behalf of the Association, nor any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no direct control, will void the policy or be a condition to recovery under the policy;

13.2.4 Provide that if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, and that the liability of the insurer thereunder shall not be affected by, and the insurer shall not claim any right of set-off, counterclaims, apportionment, proration, contribution or assessment by reason of, any other insurance obtained by or for any Unit Owner or any Mortgagee;

13.2.S Provide that, despite any provision giving the insurer the right to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association, or when in conflict with the provisions of any insurance trust agreement to which the Association is a party, or any requirement of law;

13.2.6 Contain no provision (other than insurance conditions) which will prevent Mortgagees from collecting insurance proceeds; and

13.2.7 Contain, if available, an agreed amount and Inflation Guard Endorsement.

13.3 Claims Adjustment. Any loss covered by the property insurance under this Article must be adjusted with the Association, but the insurance proceeds for that loss are

payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Mortgage, the insurance trustee or the Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear. Subject to the provisions of Article 14, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Condominium is terminated.

13.4 Insurance.

13.4.1 Owners Insurance. Each Unit Owner shall maintain and pay for property insurance, if available, to include any improvements within the Unit.

13.4.2 Owners Additional Insurance. Each Owner shall also obtain liability insurance insuring the Unit Owner against liability from claims arising out of accidents, injuries occurring within the Unit or Common Elements assigned to the Unit. Such insurance shall be at the expense of the Unit Owner. No Owner shall, however, be entitled to exercise his right to maintain insurance coverage in any manner which would decrease the amount that the Board of Directors, or any trustee of 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 Condominium. at any particular time. Each owner is required and agrees to notify the Board of Directors of all improvements by the Owner to his Unit the value of which is more than \$1,000.00. Each Owner, if requested by the Board of Directors, shall file a copy of such individual policy or policies with the Board of Directors within 30 days after request is made, and the Board of Directors shall immediately review its effect with its insurance broker, agent or carrier.

13.5 Certificate. An insurer that has issued an insurance policy under this Article shall issue certificates or memoranda of insurance to the Association and, upon written request to any Unit Owner or holder of a Mortgage. 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 all applicable provisions of applicable law pertaining to the cancellation. or non-renewal of contracts of insurance. The insurer shall not modify the amount or the extent of the coverage of the policy, or cancel or refuse to renew the policy, without complying with the requirements of the Act,

13.6 Notification on Sale of Unit. Promptly upon the conveyance of a Unit, the now Unit Owner shall notify the Association of the date of the conveyance and the Unit Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy to the Association for the benefit of the Owners under Article 13 of the name and address of the new Owner and request that the new Owner be made a named insured under such policy.

Article 14
DAMAGE OR DESTRUCTION; RECONSTRUCTION

14.1 Definitions: Significant Damage; Repair; Emergency Work.

14.1.1 As used in this Article, the term "Significant Damage" means damage or destruction, whether or not caused by casualty, to any part of the property which the Board is responsible to maintain or repair which would exclude any Unit structures: (a) for which funds are not available in the maintenance and repair or contingency budget of the Association to make timely repairs; and (b) which has a significant adverse impact on the habitability of any Unit or the ability of an owner or owners to use the property or any significant portion of the property for its intended purpose.

14.1.2 As used in this Article, the term "Repair" means to repair, reconstruct, rebuild or restore the building or improvement which is a Common Element which suffered significant damage to substantially the same condition to which they existed prior to the damage or destruction. Modifications to conform to then applicable governmental rules and regulations or available means of construction may be made.

14.1.3 As used in this Article, the term "Emergency Work" shall mean the work which the Board deems reasonably necessary to avoid further damage, destruction or substantial diminution in value to the improvements and to reasonably protect the owners from liability arising out of the condition of the property.

14.2 Initial Board Determinations. In the event of significant damage to any part of the Common Elements, the Board shall promptly, and in all events within thirty (30) days after the date of significant damage, or, if the significant damage did not occur at a particular identifiable time, after the date of its discovery, make the following determinations with respect thereto employing such advise as the Board deems advisable:

14.2.1 The nature and extent of the significant damage, together with an inventory of the improvements and property directly affected thereby.

14.2.2 A reasonably reliable estimate of the cost to repair the significant damage, which estimate shall, if reasonably practicable, be based upon a firm bid obtained from a responsible contractor.

14.2.3 The anticipated insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.

14.2.4 The amount, if any, that the estimated cost of repair exceeds the anticipated insurance proceeds thereof and the amount of assessment to each Unit if such excess was paid as a common expense and specially assessed against all the Units in proportion to their allocated interest in the Common Elements.

14.2.5 The Board's recommendation as to whether such significant damage should be repaired.

14.3 Notice of Damage or Destruction. The Board shall promptly, and in all events within thirty (30) days after the date of significant damage, provide each owner, and each first mortgagee with a written notice summarizing the initial Board determination made under Section 14.2. If the Board fails to do so within said thirty (30) days, then any owner or mortgagee may make the determination required under Section 14.2 and give the notice required under this Section.

14.4 General Provisions.

14.4.1 Duty to Restore Any portion of the Condominium for which insurance is required under this Article which is significantly damaged shall be repaired promptly by the Association unless: (a) the Condominium is terminated; (b) repair would be illegal under any state or local health or safety statute or ordinance; or (c) eighty percent of the Unit owners vote not to repair. Even if the significant damage is not to be repaired, the Board shall still have the authority to perform emergency work. The cost of repair in excess of insurance proceeds and reserves is a common expense.

14.4.2 Damage not Restored. If all or any portion of the damaged portions of a Common Element are not repaired (regardless of whether such damage is significant): (a) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (b) the remainder of the proceeds shall be distributed to all the Unit owners or lienholders, as their interest may appear, in proportion to the Common Element interest of all the Units.

14.5 Restoration by Board.

If the damage (regardless of whether such damage is significant) is to be repaired pursuant to Section 14.4., then:

14.5.1 Contract and Contractors. The Board shall have the authority to employ architects and attorneys, advertise for bids, let contracts to contractors and others, and to truce such other action as is reasonably necessary to effectuate the repair and restoration. Contracts for such repair and restoration shall be awarded when the Board, by means of insurance proceeds and sufficient assessments, has provision for the costs

thereof. The Board may further authorize the insurance carrier to proceed with repair upon satisfaction of the Board that such work will be appropriately carried out.

14.5.2 Insurance Trustee. The Board may enter into a written agreement in recordable form with any reputable institution or trust or escrow company that such firm or institution shall act as an insurance trustee to adjust and settle any claim for a loss in excess of Fifty Thousand Dollars (\$50,000), or for such firm or institution to collect the insurance proceeds and carry out the provisions of this Article.

14.6 Restoration by Unit Owner In the event a Unit structure or any portion within a Unit is damaged or destroyed, then the Unit owner must repair (as that term is defined under Article 14.1.2) the Unit structure or improvements within the Unit within six (6) months after the date of casualty unless the damage or destruction requires replacement or rebuilding of the Unit structure in which event the Unit owner shall have six (6) months from the date of casualty to rebuild or replace. In the event of repair, reconstruction or replacement by a Unit owner of a Unit structure or any improvement within a Unit, then all plan approval must be submitted as provided for under this Declaration.

14.7 Decision to Terminate. In the event of a decision to terminate the Condominium and not to repair and restore damage and destruction, the Board may nevertheless expend such of the insurance proceeds and funds of the Association as the Board deems reasonably necessary for emergency work (which emergency work may include but is not necessarily limited to removal of the damaged or destroyed buildings and clearing, filling and grading the real property), and the remaining funds, if any, and property shall thereafter be held and distributed as provided in the Act

Article 15 CONDEMNATION

15.1 Association as Attorney-in-Fact Any portion of the limited or Common Elements are partially or completely condemned, the Association shall act as a representative of the owners and mortgagees in any proceedings, negotiations, or settlements. Each owner appoints the Association as its attorney-in-fact for this purpose. Any proceeds shall be paid to the Association for the benefit of the owners and the mortgagees and shall be used and distributed as set forth below.

15.2 Distribution of Condemnation Proceeds. In the event of a condemnation of any of the Common Elements, the proceeds shall be used:

15.2.1 To restore if practical the remaining Common Elements;

15.2.2 For payment to Unit owners and their mortgagees which are specifically damaged by the condemnation, which damage was an element of the

condemnation award; and

15.2.3 The balance shall be distributed pro rata among the Unit owners and their mortgagees in proportion to their percentage interest in the Common Elements.

15.3 Condemnation of Units OR Unit Structures. If any Unit or Unit structure is condemned, then the condemnation award for that Unit or Unit structure shall be paid to the owner of that Unit and Unit structure. In the event of a partial condemnation which does result in some but not all of the Units and Unit structures being condemned, then the condominium documents shall be amended to reflect any required elimination of Units and reallocation of percentage interest.

15.4 Condemnation of Entire Property. In the event that the entire property is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The condemnation award with respect to the common areas shall be apportioned among the owners and shares proportionate to the respective undivided interest in the Common Element. If a standard different from the value of the property as a whole is employed to measure the condemnation award and the negotiation, judicial decree, or otherwise, then in determining such shares, the same standard shall be employed to the extent it is relevant and applicable. On the basis of the foregoing principal, the board of directors shall as soon as practical, determine the share of the condemnation award to which each owner is entitled. After first paying their respective share of each owner and all mortgagees and liens on the interest of such owner, the balance remaining in such share shall then be distributed to each owner individually. Each Unit owner shall receive directly the condemnation award as it relates to the value of the Unit and Unit structure being condemned or otherwise disposed of as provided for herein.

Article 16 COMPLIANCE WITH DECLARATION

16.1 Enforcement. Every Owner shall comply strictly with the provisions of this Declaration, the Bylaws and administrative rules and regulations passed hereunder, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to this Declaration, the Bylaws and administrative rules and regulations. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board (acting through its officers on behalf of the Owners), or by the aggrieved Owner on his own against the party (including an Owner or the Association) failing to comply. In the event of a dispute between the Declarant and the Association (Or the Board or any Owner), each party shall be solely responsible for payment of all legal fees incurred by that party, regardless of the nature of the dispute or who may be the prevailing party.

16.2 No Waiver of Strict Performance. The failure of the Board in any one or

more instances to insist upon the strict performance of this Declaration, of the Bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of any assessment from an Owner, with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

Article 17 LIMITATION OF LIABILITY

17.1 Liability for Utility Failure. Etc. Except to the extent covered by insurance obtained by the Board pursuant to Article 13, neither the Association nor the Board nor the Manager shall be liable for: any failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements, or resulting from electricity, noise, smoke, water, rain (or other liquid), dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other places; or for 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 utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

17.2 No Personal Liability. So long as a Board member, Association committee member, or Association officer has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person and such person's evaluation of such information, no such person (and no Association manager acting pursuant to the directions of the Board) shall be personally liable to any Owner, or other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence, including any discretionary decision, or failure to make a discretionary decision, by such person in such person's official capacity. Without limiting the generality of the foregoing, the term "discretionary decisions" shall include evaluating and deciding whether or not to act in response to reports, investigations or recommendations received by such person, and shall include deciding whether or not to commence, defend, continue, or settle lawsuits or arbitration/mediation or other legal proceedings involving the Association or Condominium (or any part thereof). Provided, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board pursuant to Article 13.

17.3 Indemnification of Board Members. Each Board member or Association committee member, or Association officer, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or

imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of being or having hold such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of willful or intentional misconduct, a knowing violation of the law in the performance of his duties and except in such cases where such person has participated in a transaction from which said person will personally receive a benefit in money, property or services to which said person is not legally entitled. Provided, that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association, The Association and each Owner shall defend, indemnify and hold Declarant harmless from any claim, expense or liability based on the failure of the Association or such Owner to comply with applicable dudes and obligations under. the Declaration, Association Articles or Bylaws, or Association rules and regulations or under any warranty obtained or issued by Declarant; or wider applicable law.

17.4 Legal Proceedings. The rights, powers, benefits, duties and obligations granted to and imposed upon parties subject to this Declaration (including without limitation the Declarant, Owners, Association, Board and Officers) shall not be restricted, diminished, or otherwise modified by threatened or pending legal proceedings (including without limitation litigation, administrative, mediation, or arbitration), which proceedings involve one or more of such parties.

Article 18 MORTGAGEE PROTECTION

18.1 Change in Manager. In the event that professional management is employed by the Association, at least thirty (30) days' notice of any contemplated change in the professional managers shall be given to any Eligible Mortgagee. The Association shall not elect to terminate professional management and assume self-management without the prior written approval of sixty-seven percent (67%) of the Owners and fifty-one percent (51%) of all Eligible Mortgagees; provided that such prior consent shall not be required to change from one professional manager to another professional manager.

18.2 Abandonment of Condominium Status. Except when acting pursuant to the provisions of the Act involving damage, destruction, or condemnation, the Association shall not: without prior written approval of sixty-seven percent (67%) of all Eligible Mortgagees and sixty-seven percent (67%) of the Owners of record of the Units, seek by act or omission to: abandon or terminate the condominium status of the project; or abandon, encumber, sell or transfer any of the Common Elements.

18.3 Partitions and Subdivision. The Association shall not combine nor subdivide any Unit or the appurtenant Common Elements, nor abandon, partition, subdivide, encumber or sell any Common Elements, or accept any proposal so to do, without the prior written approval of fifty-one percent (51%) of all Eligible Mortgagees

and sixty seven percent {67%} of Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s), so affected.

18.4 Change in Percentages. The Association shall not make any Material Amendment (as defined in Section 21.7) to this Declaration or Bylaws (including changes in the percentages of interest in the Common Elements) without the prior written approval of fifty-one percent (51 %) of all Eligible Mortgagees and sixty-seven percent (67%) of all Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s) for which the percentage(s) would be changed.

18.5 Copies of Notices. A Mortgagee of a Unit (and any insurer or guarantor of such Mortgage) shall be entitled to receive timely written notice: (a) that the Owner/Mortgagor of the Unit has for more than sixty {60} days failed to meet any obligation under the Condominium documents, (b) of all meetings of the Association and be permitted to designate a representative to attend all such meetings; (c) of any condemnation loss or casualty loss affecting a material portion of the Property or the Unit on which it holds a Mortgage; (d) of any lapse, cancellation or material modification of insurance policies or fidelity bonds maintained by the Association; and (e) of any proposed action that requires the consent of a specified percentage of Mortgagees. To be entitled to receive notices under this Section 18.5, the Mortgagee (or Mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the Unit number or address of the Unit on which it has (or insures or guaranties) the Mortgage.

18.6 Effect of Declaration Amendments. No amendment of this Declaration shall be effective to modify change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied Mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such Mortgage. Any provision of this Declaration conferring rights upon Mortgagees which is inconsistent with any other provision of said Declaration or the Bylaws shall control over such other inconsistent provisions.

18.7 Insurance

18.7.1 Board Duties. With respect to a first Mortgagee of a Unit the Board shall:

(a) Cause any insurance carrier to include in the insurance policy a standard mortgage clause, naming any mortgagee who makes written request to the Board to be so named;

(b) Furnish any such Mortgagee with a copy of any insurance policy or evidence thereof which is intended to cover the Unit on which such Mortgagee has a lien;

(c) Require any insurance carrier to give the Board and any and all insured (including such Mortgagees) at least thirty (30) days' written notice before canceling, reducing the coverage or limits, or otherwise substantially modifying any insurance with respect to the Property on which the Mortgagee has a lien (including cancellation for a premium nonpayment);

(d) Not make any settlement of any insurance claims for loss or damage to any such Unit, Common Element exceeding Five Thousand Dollars (\$5,000) without the approval of such Mortgagee; provided, that the withholding of such approval shall not be unreasonable or in conflict with the provisions of Article 14;

(e) Give such Mortgagee written notice of any loss or taking affecting Common Elements, if such loss or taking exceeds Ten Thousand Dollars (\$10,000);

(t) Give such Mortgagee written notice of any loss, damage or taking affecting any Unit or Common Elements in which it has an interest, if such loss, damage or taking exceeds One Thousand Dollars (\$1,000);

18.7.2 Additional Policy Provisions. In addition, the insurance policy acquired shall:

(a) Provide that any reference to a Mortgagee in such policy shall mean and include any holders of Mortgages of any Unit or Unit lease, in their respective order and preference, whether or not named therein;

(b) Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or Unit Owners or any persons claiming under any of them;

(c) Waive any provision invalidating such Mortgage clause by reason of: the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy; any requirement that the Mortgagee pay any premium thereon; and any contribution clause.

18.8 Inspection of Books. Declarant (and Declarant's agents), Owners, Mortgagees, insurers and guarantors of any Mortgage on any Unit shall be entitled: to inspect and copy at all reasonable hours of weekdays (or under other reasonable circumstances) all of the Books and Records of the Association (as defined in Section 1.8), within a reasonable time following request; and, upon written request of any holder, insurer or guarantor of a first Mortgage at no cost to the party so requesting (or if this project contains fewer than fifty (SO) Units, upon the written request of the holders of fifty-one percent (51%) or more of first Mortgages at their expense if an audited statement is not otherwise available), to receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.

Article 19 EASEMENTS

19.1 General It is intended that in addition to rights under the Act, each Unit has an easement in and through each other Unit and the Common Elements for: all support elements and utility, wiring, heat and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of this Condominium plan; and for the maintenance, repair and replacement of all improvements within each Unit. Each Unit as it is constructed is granted an easement (to which each other Unit and all Common Element is subject) for the location and maintenance of all the original equipment and facilities and utilities for such Unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for Common Elements reserved by law.

19.2 Utility, Etc. Easements. The Board, on behalf of the Association and all members thereof, shall have authority to grant utility, road, parking and similar easements, licenses and permits under, through or over the Common Elements, which easements the Board determines are reasonably necessary to the ongoing development and operation of the Property.

19.3 Association. There is hereby reserved and granted to the Association, or their duly authorized agents and representatives, easements and rights of access over, across, under or into the Condominium, Units, and any part thereof as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Association as are set forth or as provided or authorized in this Declaration, in the Articles, Bylaws or Association Rules.

19.4 Declarant Functions. There is hereby reserved to the Declarant (and its duly authorized agents, employees, contractors and representatives, such easements and rights of access over, across, under or into the Condominium (and any part thereof) as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Declarant as are set forth, provided for or authorized in: this Declaration; Survey Map and Plans; Articles, Bylaws, or Association Rules; building or other governmental permits or approvals; and Purchase and Sale Agreement between Declarant and a Unit Purchaser, any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law.

19.5 Encroachments. Each Unit and all Common Element is hereby declared to have an easement over all adjoining Units and Common Element, for the purpose of accommodating any encroachment due to engineering errors, or errors in original construction, reconstruction, repair of any portion of the building, or any other similar

cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a Unit or Common Element is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over adjoining Units and Common Elements shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Unit. The provisions of this Section 19.4 are intended to supplement Article 4 and the Act and, in the event of any conflict the provisions of Article 4 and the Act shall control.

Article 20
PROCEDURES FOR SUBDIVIDING OR COMBINING

20.1 (Reserved).

Article 21
AMENDMENT OF DECLARATION, SURVEY MAP, PLANS

21.1 In General. Except in cases of amendments that may be executed by a Declarant (in the exercise of any Development Right), or the Association as provided for in this Declaration, or Unit Owners subject to the terms of this Declaration, the Declaration, including the Survey Maps and Plans, may be amended only by vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated at the time the amendment is proposed; however, the following Sections and Articles may be amended only by vote or agreement of Owners of Units to which one hundred percent (100%) of the votes in the Association are allocated, and only with the consent of the Declarant (so long as any right, duty or obligation of the Declarant continues under the Declaration or any express or implied warranty, agreement or law: Sections 1.8.6, 1.8.38, 10.2.2(c), 10.4.1 (d), 10.6.110.10, 10.11, 10.12, 17.2, 17.3, 18.8, 19.4, 21.6 and 21.7, and Articles 23 and 24.

21.2 Challenge to Validity. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

21.3 Recording. Every amendment to the Declaration must be recorded in every county in which any portion of the Condominium is located and is effective only upon recording. An amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to the Declaration and each previously

recorded amendment thereto. All amendments adding Units shall contain a cross-reference by recording number to the Survey Map and Plans relating to the added Units and set forth all information required by the Act.

21.4 General Limitations. Except to the extent expressly permitted or required by other provisions of the Act, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a Unit or the uses to which any Unit is restricted, in the absence of the vote or agreement of the Owner of each Unit particularly affected and the Owners of Units to which at least ninety percent of the votes in the Association are allocated other than the Declarant.

21.5 Execution. Amendments to the Declaration required by the Act to be recorded by the Association shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

21.6 Special Declarant/Development Rights No amendment may restrict, eliminate, or otherwise modify any Special Declarant or Development Right, or any other right, power, benefit provided in the Declaration to Declarant (nor otherwise hinder the business activities or expectations of, or benefits provided hereunder to, the Declarant) without the consent of the Declarant and any Mortgagee of record (excluding Mortgagees of Units owned by persons other than the Declarant) with a security interest in the Special Declarant or Development Right or in any real property subject thereto.

21.7 Material Amendments. Any amendment to a provision of this Declaration establishing, providing for, governing or regulating the following (all of which shall be deemed "Material Amendments") shall require the consent of fifty-one percent (51%) of the Eligible Mortgagees: voting rights; Assessments, Assessment liens, or the priority of Assessment liens; reserves for maintenance, repair, and replacement of Common Elements; responsibility for maintenance and repairs; reallocation of interests in the Common Elements, or rights to their use; redefinition of any Unit boundaries; convertibility of Units into Common Elements or vice versa; expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium; insurance or fidelity bond; leasing of Units; imposition of any restrictions on a Unit Owners right to sell or transfer his or her Unit; a decision by the Association to establish self-management when professional management had been required previously by the Condominium's documents or by an Eligible Mortgage holder; restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration; any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or any provisions that expressly benefit or are adverse to Mortgage holders, insurers, or guarantors. A Mortgagee who fails to respond within sixty (60) days of a written request to approve an amendment shall be deemed to have approved the request if such request was delivered

by certified or registered mail with a return receipt requested.

21.8 Map and Plans Amendment. Except as otherwise provided herein, the Survey Map and Plans may be amended by revised versions or revised portions thereof referred to and described as to effect in an amendment to this Declaration adopted as provided for herein. Copies of any such proposed amendment to the Survey Map and Plans shall be made available for the examination of every Owner. Such amendment to the Survey Map and Plans shall also be effective, once properly adopted, upon recordation in the appropriate county office in conjunction with the Declaration amendment.

21.9 Lender Requirements All Unit Owners covenant and agree, for themselves and their heirs, successors and assigns, to vote in favor of and implement any amendments hereto which may be necessary to satisfy the requirements of the Federal National Mortgage Association, Veteran's Administration and Federal Housing Administration.

Article 22 MISCELLANEOUS

22.1 Notice for All Purposes.

22.1.1 Delivery of Notice. Any notice permitted or required to be delivered under the provisions of this Declaration or the Bylaws may be delivered either personally or by mail. If delivery is made by mail, any such notice shall be deemed to have been delivered twenty-four (24) hours after a copy has been deposited in the United States mail, postage prepaid, for first class mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board, in writing, for the purpose of service of such notice, or to the most recent address known to the Board. Notice to the Owner or Owners of any Unit shall be sufficient if mailed to the Unit of such person or persons if no other mailing address has been given to the Board by any of the persons so entitled. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Board may be given to Declarant until the Board has been constituted and thereafter shall be given to the President or Secretary of the Board.

22.1.2 Mortgagee Notice. Upon written request thereof, and for a period specified in such notice, the Mortgagee of any Unit shall be entitled to be sent a copy of any notice respecting the Unit covered by his security instrument until the request is withdrawn or the security instrument discharged. Such written request may be renewed an unlimited number of times.

22.1.3 Mortgagee's Acceptance.

22.1.4 Priority of Mortgage. This Declaration shall not initially be binding upon any Mortgagee of record at the time of recording of said Declaration but rather shall be subject and subordinate to said Mortgage.

22.1.5 Acceptance Upon First Conveyance. Unless otherwise expressly approved by the Purchaser of a Unit, Declarant shall not consummate the conveyance of title of such Unit until said Mortgagee shall have accepted the provisions of this Declaration and made appropriate arrangements, in accordance with the Act for partial release of Units with their appurtenant Common Elements and Allocated Interest in Common Elements from the lien of said Mortgage. The issuance and recording of the first such partial release by said Mortgagee shall constitute its acceptance of the provisions of this Declaration and the Condominium status of the Units remaining subject to its Mortgage as well as its acknowledgment that such appropriate arrangements for partial release of Units have been made; provided, that, except as to the Units (and their Allocated Interests in Common Elements) so released, said Mortgage shall remain in full effect as to the entire Property.

22.2 Severability. The provisions hereof shall be deemed independent and severable, and the validity or partial invalidity or enforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof if the remainder complies with the Act or as covenants effect the common plan.

22.3 Conveyances Notice Required. The right of a Unit Owner to sell, transfer, or otherwise convey the Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An owner intending to sell a Unit shall deliver a written notice to the Board, at least two (2) weeks before closing, specifying: the Unit to be sold; the name and address of the Purchaser, of the closing agent, and of the title insurance company insuring the Purchaser's interest; and the estimated closing date. The Board shall have the right to notify the Purchaser, the title insurance company, and the closing agent of the amount of unpaid assessments and charges outstanding against the Unit, whether or not such information is requested. It is understood, however, that a violation of this Section shall not invalidate a sale, transfer or other conveyance of a Unit which is otherwise valid under applicable law.

22.4 Transfer of Declarant's Powers. It is understood that Declarant, at any time in the exercise of its sole discretion, may sell, assign, transfer, encumber, or otherwise convey to any person, upon such terms and conditions as Declarant may determine, all of Declarant's rights, powers, privileges and authority arising hereunder by virtue of Declarant's capacity as Declarant (which rights, powers, privileges and authority am in addition to those arising from Declarant's ownership of one or more Units and include Development Rights and Special Declarant Rights).

22.5 Effective Date. This Declaration shall take effect upon recording.

22.6 Reference to Survey Map and Plans. The Survey Map and Plans of the Condominium referred to herein were filed with the Auditor of Blaine County, Idaho, simultaneously with the recording of this Declaration.

**ARTICLE 23
SPECIAL DECLARANT RIGHTS
DEVELOPMENT RIGHTS**

23.1 Special Declarant Rights. As more particularly provided in this Article, Declarant, for itself and any successor Declarant has reserved the following Special Declarant Rights:

23.1.1 Completion of Improvements. Declarant, its agents, employees, contractors and representatives shall have the right to complete, repair, replace or correct improvements and otherwise perform work as set forth, provided for or authorized in: this Declaration; Survey Map and Plans; Articles, Bylaws, or association Rules; building or other governmental permits or approvals; and Purchase and Sale Agreement between Declarant and a unit Purchaser, any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law. This Special Declarant Right shall continue so long as any right, duty or obligation of the Declarant continues under any express or implied warranty, agreement or law.

23.1.2 Sales Facility of Declarant. Declarant, its agents, employees and contractors shall be permitted to establish and maintain in any unit still owned by Declarant and in any of the Common Elements (other than Limited Common Elements assigned to units not owned by Declarant), such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of units and appurtenant interests, including but not limited to: business offices; management offices; sales offices; construction offices; storage areas; signs; model units; and parking areas for all agents, employees, contractors, prospective tenants or purchasers of Declarant. Any such facilities not designated as unit by the Declaration is a Common Element and, if Declarant ceases to be a unit owner, the Declarant ceases to have any rights with regard thereto unless it is removed promptly from the condominium, which Declarant shall have the right to do. Declarant, may maintain signs on the Common Elements advertising the condominium. The provisions of this Section are subject to the provisions of other state law and to local ordinances. The number, size, location, and relocation of such facilities shall be determined from time to time by Declarant in the exercise of its sole discretion; provided, that the maintenance and use of such facilities shall not unreasonably interfere with a unit owners use and enjoyment of the unit and appurtenant Limited Common Elements; and those portions of the Common Elements reasonably necessary to use and enjoy such unit and Limited Common Elements.

23.1.3 Exercise of Declarant Rights Declarant shall have the right to

exercise Development Rights, if any, under this Declaration and the Act.

23.1.4 Termination of Declarant's Rights. Except as otherwise provided in this Declaration, the foregoing Special Declarant Rights shall continue so long as Declarant is completing improvements which are within or may be added to this condominium, or Declarant owns any units, Or any Development Rights remain in effect; provided, that Declarant may voluntarily terminate any or all of such Rights at any time by recording an amendment to the Declaration, which amendment specifies which Right is thereby terminated.

23.2 Development Rights. (Reserved).

23.3 Boundaries of Limited Common Elements. Declarant shall have the right to establish, expand, contract or otherwise modify the boundaries of any Limited Common Element allocated to a unit; provided, the prior consent will be required from the owner of the unit.

23.4 Liability for Damage. The Declarant is subject to liability for the prompt repair and restoration, to a condition compatible with the remainder of the condominium, of any portion of the condominium damaged by the exercise of rights reserved by Declarant pursuant to or created by this Declaration or the Act.

23.5 Declarant's Easements. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Special Declarant Rights or Development Rights, whether arising under the Act or reserved in the Declaration.

Article 24

RESERVATION BY DECLARANT FOR USE OF COMMON ELEMENTS FOR BENEFIT OF OTHER PROPERTY OWNED BY DECLARANT

(Reserved).

Article 25

DISPUTE RESOLUTION

25.1 Policy-Mediation. The parties hope there will be no disputes arising out of their relationship. To that end, each commit to cooperate in good faith and to deal fairly in performing its duties under this Declaration in order to accomplish their mutual objectives and avoid disputes. But if a dispute arises, the parties agree to resolve all disputes by the following alternate dispute resolution process: (a) the parties will seek a fair and prompt negotiated resolution, but if this is not successful, (b) all disputes shall be resolved by binding arbitration, provided that during this process, (c) at the request of either party made not later than forty-five (45) days after the initial arbitration demand,

the parties will attempt to resolve any dispute by nonbinding mediation (but without delaying the arbitration hearing date). The parties confirm that by agreeing to this alternate dispute resolution process, they intend to give up their right to have any dispute decided in court by a judge or jury.

25.2 Binding Arbitration Any claim between or among any party subject to this Declaration (including without limitation, the Declarant, Association Board or officers, Unit Owners, or their employees or agents) arising out of or relating to this Declaration, a Unit or Units, the Condominium or the Association shall be determined by Arbitration in the county in which the Condominium is located commenced in accordance with 55-7.04.060; provided, that the total award by a single arbitrator (as opposed to a majority of the arbitrators) shall not exceed \$50,000, including interest, attorneys' fees and costs. If any party demands a total award greater than \$50,000, there shall be three (3) neutral arbitrators. If the parties cannot agree on the identity of the arbitrator(s) within ten (10) days of the arbitration demand, the arbitrator(s) shall be selected by the administrator of the American Arbitration Association (AAA) office in Seattle from its Large, Complex Case Panel (or have similar professional credentials). Each arbitrator shall be an attorney with at least fifteen (15) years' experience in commercial or real estate law and shall reside in the county in which the Condominium is located. Whether a claim is covered by the Article shall be determined by the arbitrator(s). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding hereunder.

25.3 Hearing Law - Appeal Limited. The arbitrator(s) shall take such steps as may be necessary to hold a private hearing within ninety (90) days of the initial demand for arbitration and to conclude the hearing within three (3) days; and the arbitrator(s) written decision shall be made not later than fourteen (14) calendar days after the hearing. The parties have included these time limits in order to expedite the proceeding, but they are not jurisdictional, and the arbitrator(s) may for good cause afford or permit reasonable extensions or delays, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator(s) shall apply applicable substantive law. Absent fraud, collusion or willful misconduct by an arbitrator, the award and decision shall be final, and the judgment may be entered in any court having jurisdiction thereof. The arbitrator(s) may award injunctive relief or any other remedy available from a judge, including without limitation joinder of parties or consolidation of this arbitration with any other involving common issues of law or fact or which may promote judicial economy; but shall not have the power to award punitive or exemplary damages; or to award attorneys' fees and costs to the prevailing party. The decision and award of the arbitrator(s) need not be unanimous; rather, the decision and award of two arbitrators shall be final.

25.4 Warranty Dispute Resolution. In the event Declarant has issued a warranty of quality to the initial purchasers of Units, and such warranty contains provisions governing the making of claims and governing the resolution of disputes, then the

provisions of such warranty shall control over the provisions of this Article 25 with respect to all express and implied warranty claims (including without limitation the Idaho Condominium Act implied warranties) involving Units and Common Elements (regardless of whether the Unit Owner, Association or Board is asserting the claim).

Article 26

FANNIE MAE REQUIREMENTS

26.1 Compliance with Law. This condominium project has been created and exists in full compliance with Idaho State law and all other applicable laws and regulations.

26.2 Rights of First Refusal. Nothing in this Condominium Declaration shall be interpreted to create a right of first refusal in the sale of any unit that applies to or adversely impacts the rights of a mortgagee to foreclose or take title to a unit pursuant to the remedies in the mortgage; accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagee; or sell or lease a unit acquired by the mortgagee.

26.3 Amendments to Documents Affecting Mortgagees. This Condominium Declaration provides that amendments or material adverse nature to mortgagees shall be agreed to by mortgagees that represent at least 51 percent of the votes of unit estates that are subject to mortgages. This Condominium Declaration provides that any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for any other reason must be agreed to by mortgagees that represent at least 51 percent of the votes of the unit estates that are subject to mortgages. This Condominium Declaration provides that implied approval of the mortgagee is assumed when an eligible mortgagee fails to submit a response to any written proposal for an amendment to the Condominium Declaration or any other project documents within 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.

26.4 Rights of Mortgagees and Guarantors. Any mortgagee or guarantor of a unit has the right to timely written notice of any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage; any 60 day delinquency of the payment of assessments or charges owed by the owner of any unit on which it owes the mortgage; a lapse cancellation or material modification of any insurance policy maintained by the owners' association; and any proposed action that requires the consent of a specified percentage of mortgagees.

26.5 First Mortgagees' Rights. Nothing contained in this Declaration, or any other Condominium project document shall be interpreted to give a condominium unit owner or any other party priority over any rights of mortgagees of the condominium unit pursuant to its mortgage in the case of payment to the unit owner of insurance proceeds or

condemnation awards for losses to or taking of condominium units and/or common elements.

26.6 Unpaid Dues. Any first mortgagee who obtains title to a condominium 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 Condominium Association's 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.

DECLARENT: 755 SOUTH BROADWAY

By: _____

Micheal R. Carr, Managing Member

STATE OF IDAHO)
)
COUNTY OF BLAINE)

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared Michael R. Carr, to me known to be the Managing Member of 755 South Broadway, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

PRINTED NAME _____
Notary public for the State of Idaho
Residing at _____
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF REAL
PROPERTY INCLUDED IN THE CONDOMINIUM

LOT 1, BLOCK 23 OF THE VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AS INSTRUMENT NO. 302967, RECORDS OF BLAINE COUNTY, IDAHO.

EXHIBIT "B"

UNIT DESCRIPTIONS

(Subject to Chang)

208 N. Leadville, Unit 50

Ketchum ID 83353

692 approximate Square Feet studio apartment
1 bathroom.
Unit has direct access to public streets

208 N. Leadville, Unit 70

Ketchum ID 83353

686 approximate square feet office
1 restroom
Unit has direct access to public streets

208 N. Leadville Unit 100

Ketchum ID 83353

1,220 approximate square feet, retail/office
1 restroom.
Unit has direct access to public streets

208 N. Leadville Unit 2A

Ketchum ID 83353

3,052 approximate square feet, including deck.
3 Bedrooms, 3.5 bathrooms. 2 fireplaces
Unit has direct access to common areas, parking areas and walkways which all have direct access to public streets.

208 N. Leadville, Unit 2B

Ketchum ID 83353

744 approximate square feet.
1 bedroom, 1 bathroom.
Unit has direct access to common areas, parking areas and walkways which all have direct access to public streets.

208 N. Leadville Unit 3

Ketchum ID 83353

3,948 approximate square feet, including deck.
4 bedrooms, 4 bathrooms, 2 Fireplaces.
Unit has direct access to common areas, parking areas and walkways which all have direct access to

EXHIBIT "C"

DESCRIPTION OF ALLOCATED INTERESTS OF EACH UNIT

Each Unit will be allocated interest by the calculations provided by the registered civil engineer. These interests shall be in the common elements, common expense liability, and votes in the 208 Leadville Condominium Association.

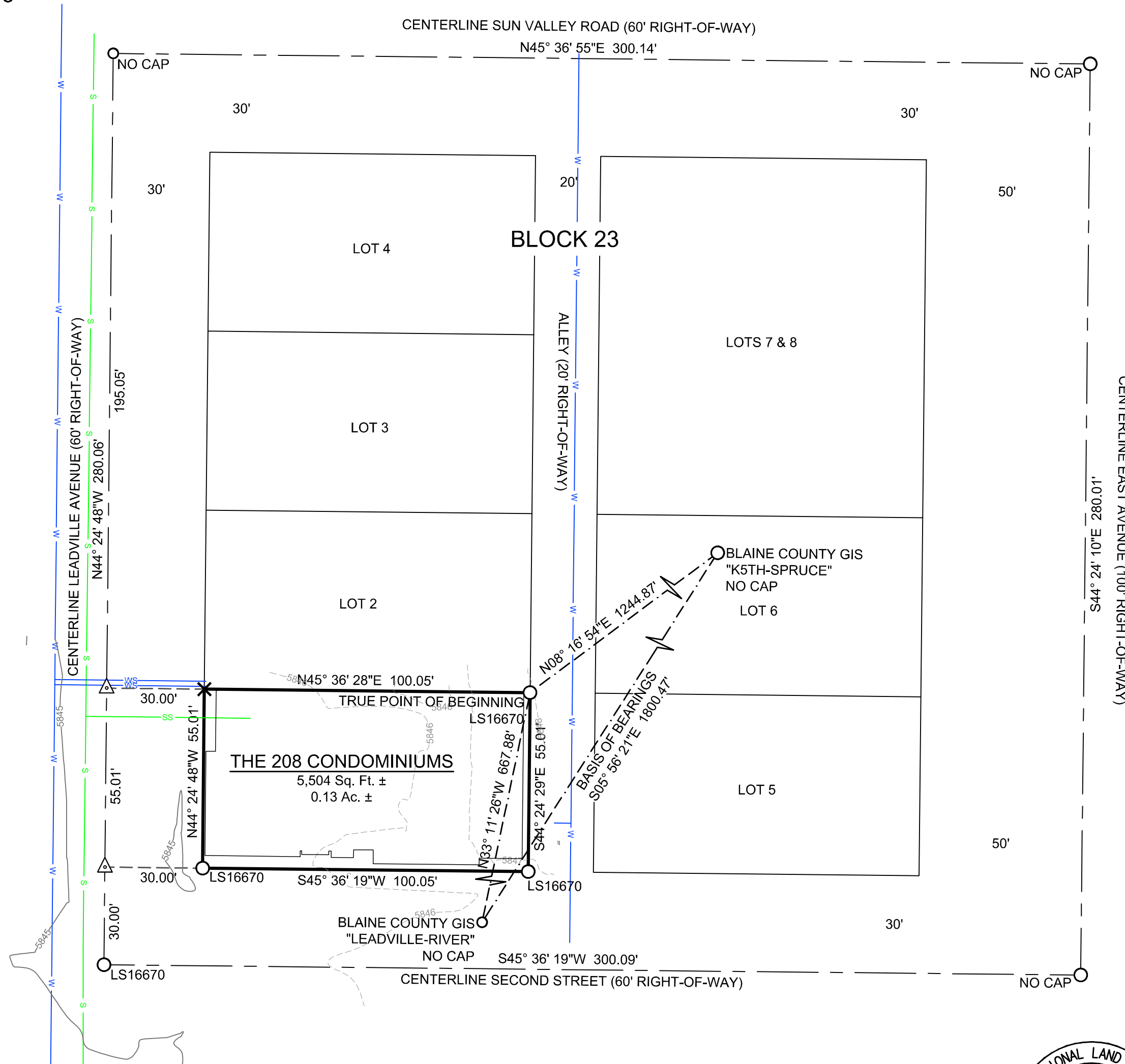
A PRELIMINARY CONDOMINIUM PLAT SHOWING
THE 208 CONDOMINIUMS
 WHEREIN LOT 1, BLOCK 23, KETCHUM TOWNSITE IS CONVERTED INTO CONDOMINIUMS
 LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 OCTOBER 2022



LEGEND

	Property Line
	Adjoiner's Lot Line
	Centerline of Right of Way
	Building Footprint
	GIS Tie Line
	Survey Tie Line
	Water Main
	Water Service Line
	Sewer Main Line
	Sewer Service Line
	5' Contour Interval
	1' Contour Interval
	Found 5/8" Rebar
	Found 1/2" Rebar
	Found Magnetic Nail & Chiseled X
	Calculated Point, Nothing Set

SCALE: 1" = 30'



SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found during the boundary retracement of Lot 1, Block 23, Ketchum Townsite and to condominiumize said property as shown hereon. The boundary shown is based on found centerline monumentation, the Amended Record of Survey of Lot 1, Block 23, Ketchum Townsite, Instrument Number 682212, and the Official Map of the Village of Ketchum, Instrument No. 302967, both records of Blaine County, Idaho. All found monuments have been accepted. An additional document used in the course of this survey is the Record of Survey of Lot 1, Block 23, Ketchum Townsite, Instrument Number 673065, records of Blaine County, Idaho.
- 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.
- A Title Commitment for the property has been issued by Stewart Title Guaranty Company, File Number 20378964, with a Date of Policy of August 31, 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. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired.
- Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling; vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
- 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.
- The current zoning is CC - Mixed Use. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
- The owner of Lot 1 is 755 S Broadway LLC., 2667 S Tacoma Way, Tacoma, Washington 98409. The surveyor/representative is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.

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

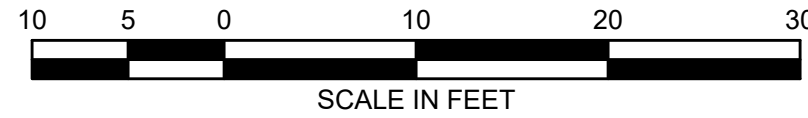
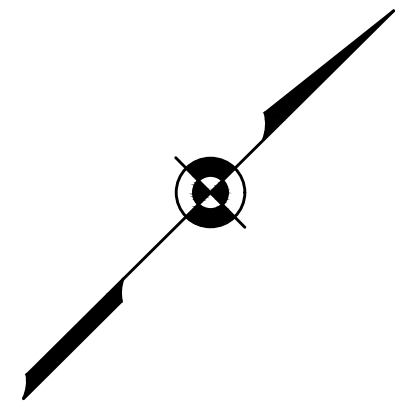
THE 208
 CONDOMINIUMS

GALENA ENGINEERING, INC.
 HAILEY, IDAHO

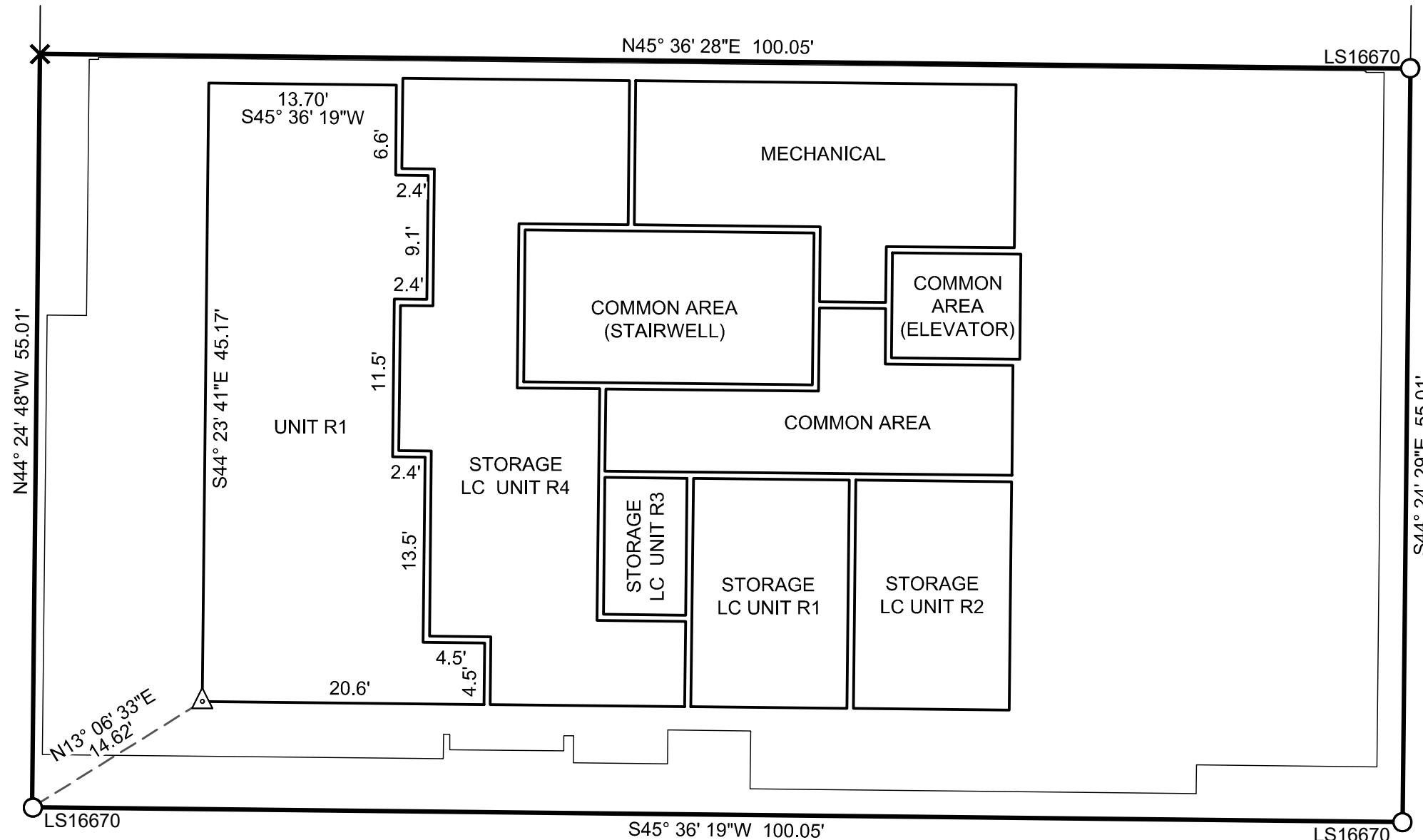
1 OF 4
 Job No. 7000-03

A PRELIMINARY CONDOMINIUM PLAT SHOWING THE 208 CONDOMINIUMS

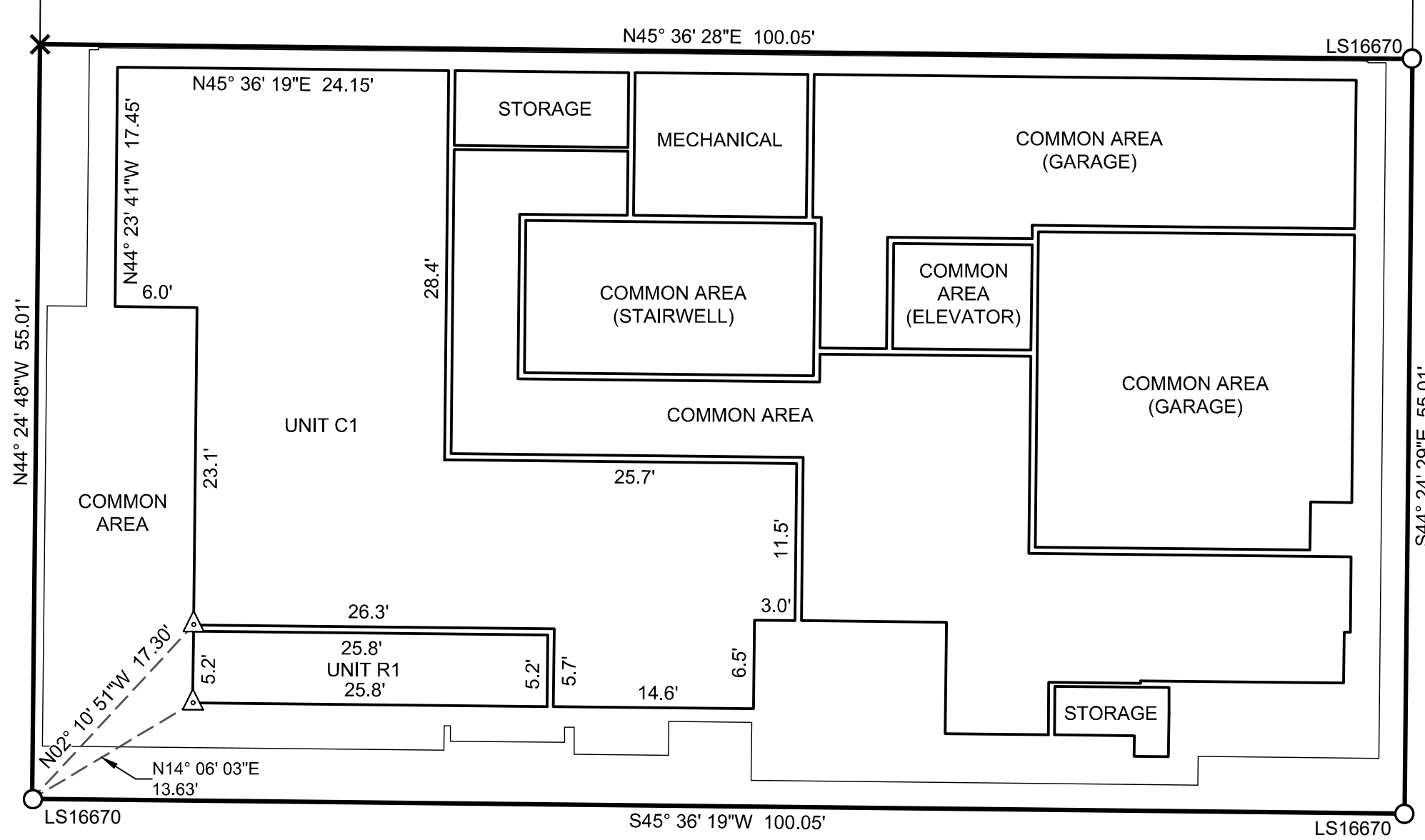
WHEREIN LOT 1, BLOCK 23, KETCHUM TOWNSITE IS CONVERTED INTO CONDOMINIUMS
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
OCTOBER 2022



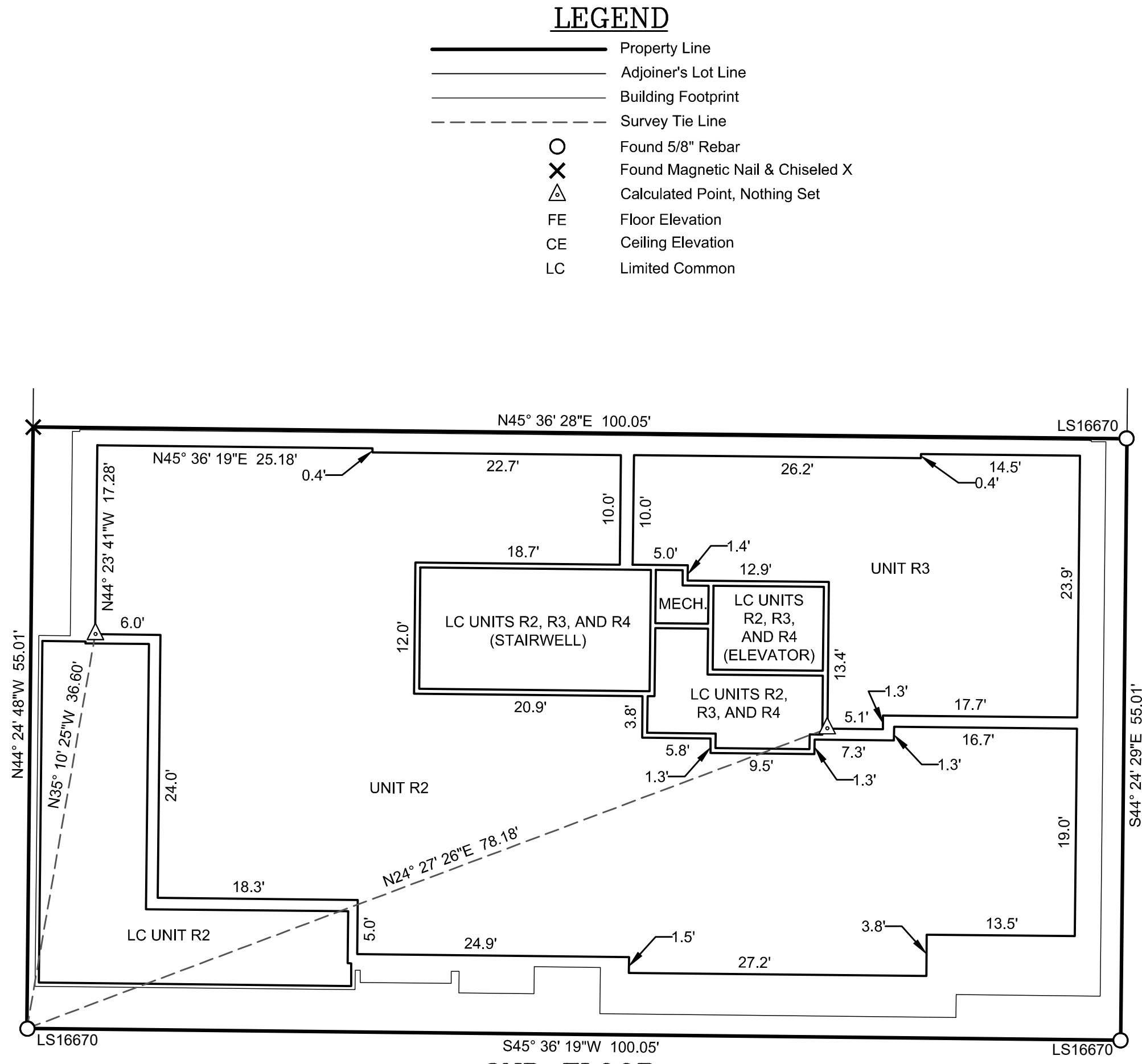
SCALE: 1" = 10'



BASEMENT
FE = 5834.87'
CE = 5844.38'



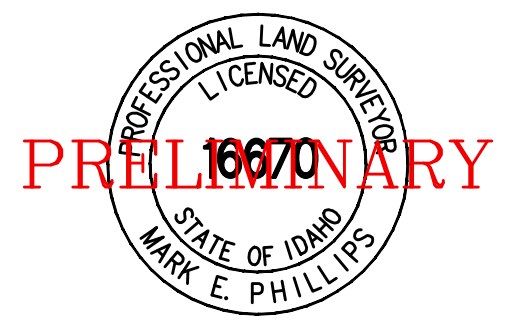
1ST FLOOR
FE = 5846.22'
CE = 5856.71'



2ND FLOOR
FE = 5858.55'
CE = 5869.54'

LEGEND

- Property Line
- Adjoiner's Lot Line
- Building Footprint
- - - Survey Tie Line
- Found 5/8" Rebar
- ✕ Found Magnetic Nail & Chiseled X
- △ Calculated Point, Nothing Set
- FE Floor Elevation
- CE Ceiling Elevation
- LC Limited Common



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

THE 208
CONDOMINIUMS

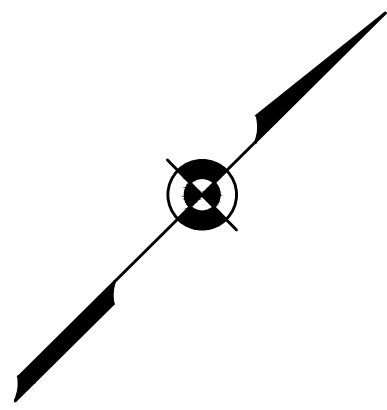
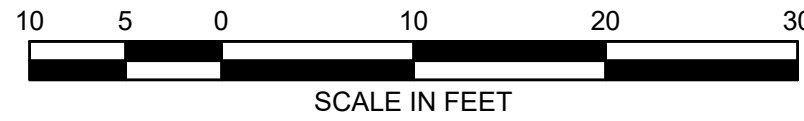
GALENA ENGINEERING, INC.
HAILEY, IDAHO

2 OF 4
Job No. 7000-03

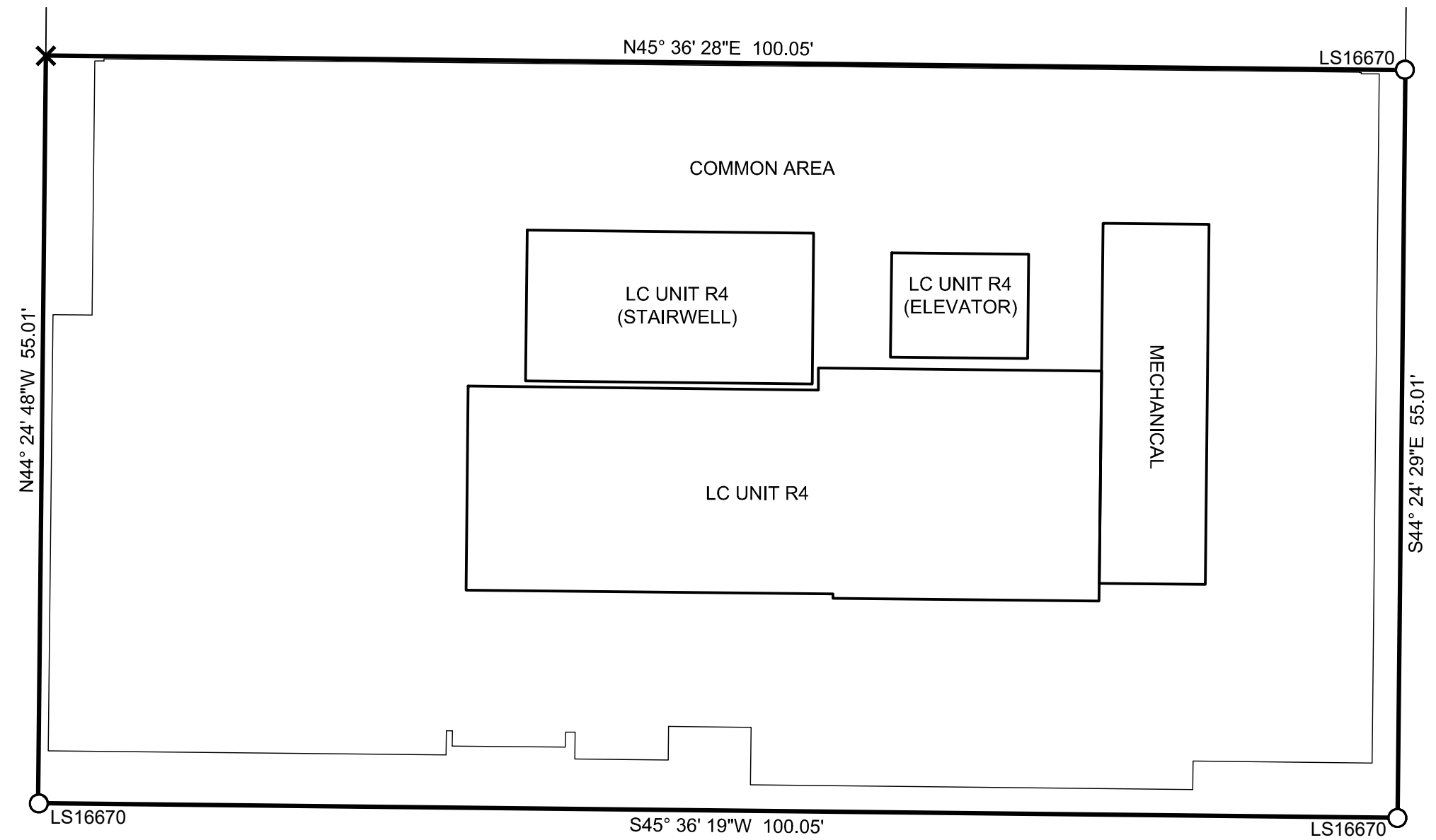
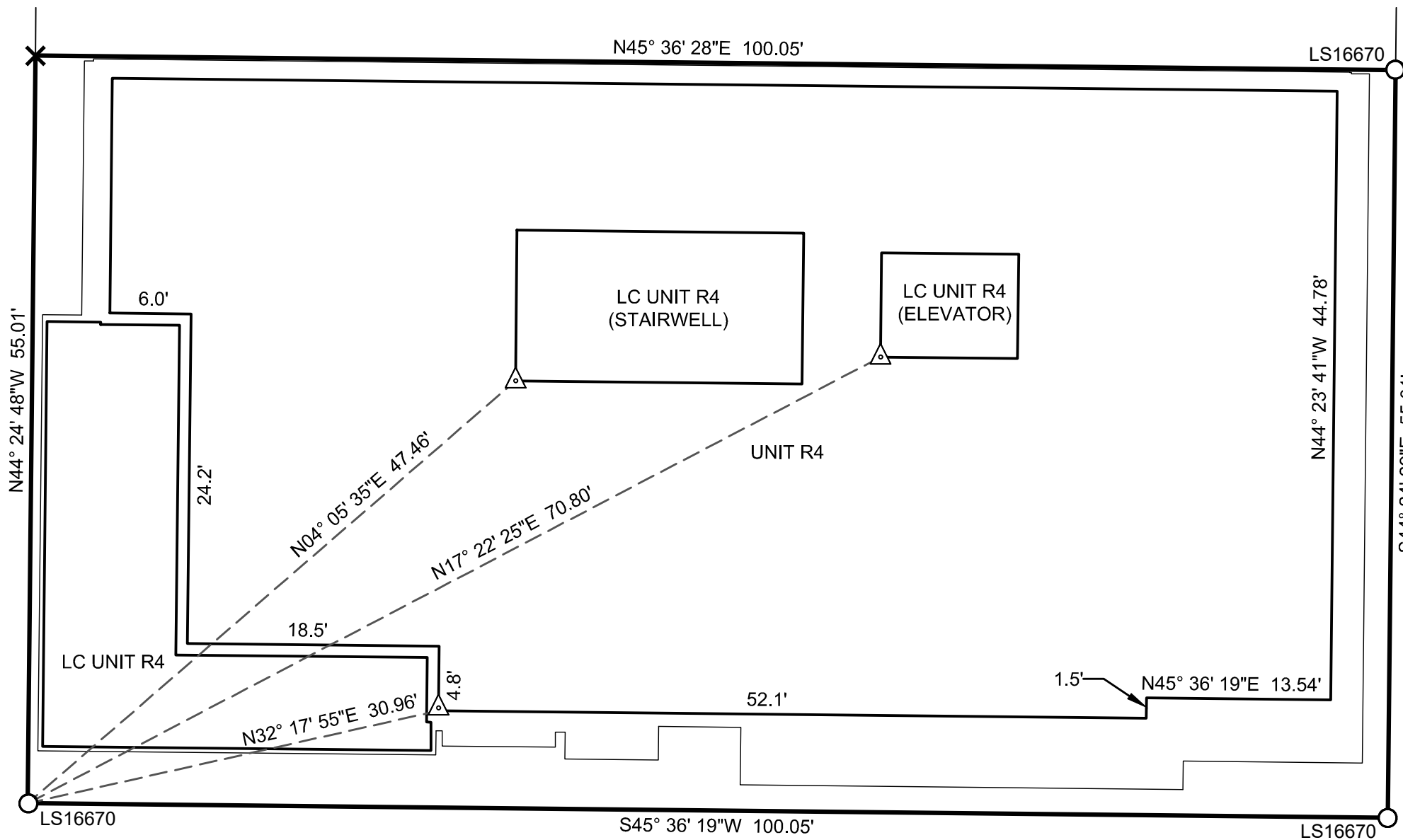
A PRELIMINARY CONDOMINIUM PLAT SHOWING THE 208 CONDOMINIUMS

WHEREIN LOT 1, BLOCK 23, KETCHUM TOWNSITE IS CONVERTED INTO CONDOMINIUMS
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

OCTOBER 2022



SCALE: 1" = 10'



LEGEND

- Property Line
- Adjoiner's Lot Line
- Building Footprint
- Survey Tie Line
- Found 5/8" Rebar
- Found Magnetic Nail & Chiseled X
- Calculated Point, Nothing Set
- FE Floor Elevation
- CE Ceiling Elevation
- LC Limited Common



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

THE 208
CONDOMINIUMS

GALENA ENGINEERING, INC.
HAILEY, IDAHO

3 OF 4
Job No. 7000-03

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned are the owners in fee simple of the following described condominium property:

A parcel of land located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lot 1, Block 23, 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 units within this condominium 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 owners to hereby include said condominium property in this plat.

755 S. Broadway LLC, An Idaho Limited Liability Company

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared 755 S. Broadway LLC, known or identified to me to be the manager of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

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

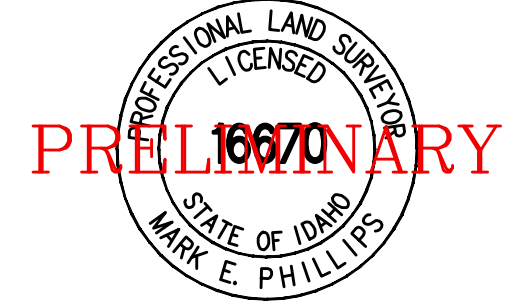
PROJECT ENGINEER'S CERTIFICATE

I, the undersigned, project engineer for 208 Condominiums, certify that the subdivision is in accordance with the City of Ketchum Subdivision standards.

Jeff C. Loomis, PE 7986, Galena Engineering, INC

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 _____, 2022, this plat was duly accepted and approved.

Tara Fenwick, 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 _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Sherri Newland, 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 _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Morgan Landers, 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 208
CONDOMINIUMS

GALENA ENGINEERING, INC.
HAILEY, IDAHO

4 OF 4
Job No. 7000-03



City of Ketchum
 Planning & Building

THE 208 CONDOMINIUMS – 200 N LEADVILLE AVE

ZONING AND DIMENSIONAL STANDARDS ANALYSIS

Compliant			Ketchum Municipal Code Standards and Staff Comments	
Yes	No	N/A	KMC §	Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Minimum Lot Area
			Staff Comments	<p>Permitted: 5,500 square feet</p> <p>Proposed: 5,504 square feet</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	FAR or Lot Coverage
			Staff Comments	<p>Permitted FAR: 1.0</p> <p>Permitted FAR with Community Housing: 2.25</p> <p>Floor Area, Gross: 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, and 50 percent of atriums over 18 feet plate height, but not including basements, underground parking areas or open unenclosed decks. Parking areas covered by a roof or portion of the building and enclosed on three or more sides by building walls are included. Four parking stalls for developments on single Ketchum Town Site lots of 5,600 square feet in size or less are not included in the gross floor area calculation.</p> <p>Proposed:</p> <p>Gross Square Footage – 11,663 SF (Per Sheet A0.3) - 11,015 sq ft (reduction of 648 square feet for four stalls that are 9 x 18 feet)</p> <p>Total Lot Area – 5,504 SF</p> <p>FAR – 2.0</p>



City of Ketchum
Planning & Building

				<p>Community Housing Mitigation Calculation: Permitted Gross Square Feet (1.0 FAR): 5,504 SF Proposed Gross Square Feet: 11,015 SF with parking reduction Increase Above Permitted FAR: 5,511 SF 20% of Increase: 1,102 SF Net Livable (15% Reduction): 937 SF Community Housing in-lieu fee of \$421,650. See approved FAR Exceedance Agreement #22811.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<p>Minimum Building Setbacks</p> <p>Staff Comments</p> <p>Front (N Leadville Ave/west): 5 feet average Side (Interior/north): 0 feet Side (Street Side/south): 5 feet average as this frontage is considered "street side" Rear (Alley/east): 3 feet</p> <p>The calculated the average setback for front and street sides, the length of the façade at each level is measured and multiplied by five to determine the minimum required square footage of setback for the façade at that level. To calculate compliance with the minimum requirement, the total square footage of proposed setback for the same facade is measured.</p> <p>0 feet - Cantilevered decks and overhangs</p> <p>10 feet - Non-habitable structures, fixed amenities, solar and mechanical equipment affixed to a roof from all building facades for all projects except for projects where 100% of the residential units are community or workforce housing.</p> <p>Proposed: As shown on Sheet A0.3, the majority of the building on N Leadville Ave and 2nd Street are set back 5 feet with some portions of the façade wall closer to the property line.</p>



City of Ketchum
Planning & Building

				<p>Front (N Leadville Ave/west): 13.4 feet average, cantilevered decks project almost to the property line where 0 foot setback is permitted</p> <p>Side (Interior/north): 0 feet</p> <p>Side (2nd Street - Street Side/south): 10.26 feet average, cantilevered decks project almost to the property line where 0 foot setback is permitted</p> <p>Rear (Alley/east): 3 feet</p> <p>Roof Elements: As shown on Sheet L1.01, all roof elements are set back from the building façade at least 10 feet at all points. This includes the fixed pergola, landscape planters, seating areas, mechanical equipment, elevator and stairwell overrun. The solar panels do not project above the parapet wall of the building therefore they do not need to be set back 10 feet.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<p>Building Height</p> <p>Permitted: 42 feet</p> <p>Staff Comments 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> <p>Cantilevered decks and overhangs: 8 feet above walking surface</p> <p>Non-habitable structures located on building roof tops: 10 feet max above top of roof (top of parapet)</p> <p>Perimeter walls enclosing roof top deck and structures: 4 feet above roof surface height</p> <p>Roof top solar and mechanical equipment above roof surface: 5 feet</p>



City of Ketchum
Planning & Building

				<p>Proposed: As shown on Sheets A4.0, the total building height on the N Leadville Ave side is 42 feet. The subject property slopes downward from the alley to N Leadville Ave. The building height on the alley side of the building is 40 feet 8 inches.</p> <p>Cantilevered decks and overhangs: 11 feet as shown on Sheet A4.1 Non-habitable structures located on building roof tops: As shown on Sheets A4.0 and A4.1, the elevator and stairwell overrun and pergola are approximately 8 feet above the top of the parapet Perimeter walls enclosing roof top deck and structures: the rooftop deck is surrounded by landscape planters and guardrails that are 3 feet 6 inches in height Roof top solar and mechanical equipment above roof surface: As shown on Sheet A5.3, the solar equipment projects approximately 9 inches from the roof surface. Sheet A4.0 shows the height of the screening for rooftop equipment to be 5 feet and mechanical equipment will not surpass this height.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.030H	<p>Curb Cut</p> <p>Staff Comments</p> <p>Permitted: A maximum of thirty five percent (35%) of the linear footage of any street frontage may be devoted to access off street parking.</p> <p>Proposed: The subject property has two street frontages, one along N Leadville Ave and the other along 2nd Street. All access to proposed off street parking is being accessed from an alley and therefore no street frontage is devoted to access off street parking.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.040	<p>Parking Spaces</p> <p>Staff Comments</p> <p>Permitted: For residential multi-family dwelling units in the Community Core Units 750 square feet or less – 0 spaces Units 751 SF to 2,000 SF – minimum of 1 space Units 2,001 SF and above – minimum of 2 spaces</p>



City of Ketchum
Planning & Building

				<p>Retail spaces less than 5,500 SF are exempt from parking requirements in the Community Core</p> <p>The project proposes a total of 4 dwelling units:</p> <ul style="list-style-type: none">• One dwelling unit in the basement – 704 net square feet (NSF) - no parking required• Two dwelling units on the second floor – 749 NSF and 2,587 NSF (Unit 2) – two spaces required• One dwelling unit on the third floor – 3,514 NSF (Unit 4) – two spaces required <p>A total of 4 off-street parking spaces are required for the project.</p> <p>Bicycle parking: One bicycle rack capable of holding two bicycles is required for every four parking spaces required.</p> <p>Proposed: As shown on Sheet A0.1, the project proposes a total of four parking spaces, a two-car tandem parking space within a garage for Unit 2 and a two-car side-by-side garage for Unit 4. One bicycle rack is provided between the entrance to the basement residential unit and the main entrance to the building on 2nd Street.</p>
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City of Ketchum
Planning & Building

THE 208 CONDOMINIUMS – 200 N LEADVILLE AVE

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
<p>Finding: The development is at the corner of N Leadville Ave and 2nd Street, two existing public rights-of-way. The development proposes to bring both rights-of-way up to city standards by replacing the existing nonconforming sidewalks, provide curb and gutter, and improve the alley to meet standards and provide for adequate drainage. The development proposes walkways the full length of the building from the property line to ensure direct pedestrian access from all building entrances to the sidewalks. All improvements to the right-of-way and walkways to the right-of-way improvements are at the expense of the applicant.</p>	

17.96.060.A.2 - Streets	Conformance
<i>All street designs shall be approved by the City Engineer.</i>	YES – condition
<p>Finding: No new streets are proposed for the project, however, all improvements to the right-of-way as shown on the project plans has been reviewed by the City Engineer. Final review of all improvements to the right-of-way will be completed prior to issuance of a building permit for the project.</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>Finding: KMC 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 proposed.</p>	

17.96.060.B.2 - Sidewalks	Conformance
<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>	YES Condition
<p>Finding: The project plans provided the details of the sidewalks for review by the City Engineer. Preliminary review of the project plans indicates that all city right-of-way standards</p>	

for width and construction are met. 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.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"> <i>a) The project comprises an addition of less than 250 square feet of conditioned space.</i> <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> 	N/A
<p>Finding: 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>	YES
<p>Finding: As shown on the project plans, the project proposes new sidewalks to be placed the full length of the subject property along N Leadville Ave and 2nd Street.</p>	

17.96.060.B.5 – Sidewalks	Conformance
<p><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></p>	YES
<p>Finding: There are existing sidewalks along the subject property connecting to existing sidewalks to the north and east. The development proposes to replace the existing nonconforming 5-foot sidewalks on both N Leadville Ave and 2nd Street. The new 8-foot sidewalks will taper and connect to the existing sidewalks to the north and east. There will be direct pedestrian access from the entrances and exits to the building to the new sidewalks as shown in the project plans.</p>	

17.96.060.B.6 - Sidewalks	Conformance
<p><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</i></p>	N/A

<i>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>	
Finding: 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
Finding: The project proposes a series of roof drains, drywells, and catch basins to manage onsite stormwater. Per the project plans, all stormwater is being retained on site.	

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
Finding: As shown on the project plans, all stormwater is retained on-site. The project proposes to construct right-of-way improvements the length of the subject property, including curb and gutter and other drainage infrastructure, along N Leadville Ave and 2 nd Street. The project also proposes drainage infrastructure in the alley behind the subject property for the full length of the subject property. Final design of drainage infrastructure will be reviewed and approved by the City Engineer prior to building permit issuance.	

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>	N/A
Finding: The City Engineer did not identify any additional drainage improvements during department review. The characteristics of the site do not warrant additional drainage improvements.	

17.96.060.C.4 - Drainage	Conformance
<i>Drainage facilities shall be constructed per City standards.</i>	YES Condition
Finding: 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.	

17.96.060.D.1 - Utilities	Conformance
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<i>All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.</i>	YES
<p>Finding: All project costs associated with the development, including installation of utilities, are the responsibility of the applicant. The applicant has not made requests for funding to the City, and no funds have been provided by the city for the project. The subject property was previously served by an above ground power line to a power pole on-site. At the owner's expense, the overhead line and power pole have already been removed. The development will be served by power from below grade power lines to an on-site transformer as shown on the project plans.</p>	

17.96.060.D.2 - Utilities	Conformance
<i>Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.</i>	NO
<p>Finding: Per the project plans, all necessary utilities are underground. However, the transformer is adjacent to the public sidewalk and not adequately screened from public view.</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
<p>Finding: The location of the subject property is already served by fiber optical and therefore no conduit is required in this location.</p>	

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>Finding: The surrounding neighbors and adjoining structures have a wide variety of materials and colors. Most of the structures adjacent to the subject property, or directly across the street, are one-story single-family residence type buildings with pitched roofs and white or lightly colored horizontal siding. However, further north along N Leadville Ave on the same block, the materials and color palette shift to brick, darker accent colors such as red or green, and flat roofs such as the building with the Cellar Pub. The building at the corner of N Leadville and Sun Valley Rd has brick, light colored stucco, and red accents. Although the proposed development does not mimic the light-colored horizontal materials of immediately adjacent properties, the proposed materials of darker brick, and black metal accents on the balconies are complementary to the buildings on N Leadville Ave. The building also includes a</p>	

lighter colored accent wall along 2nd Street that ties the building's color palette to the surrounding properties and lightens the buildings feel where there are no windows.

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
Finding: The subject property is vacant 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
Finding: The subject property is vacant therefore this standard does not apply.	

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
Finding: The project includes primary entrances to the retail on both N Leadville Ave and 2 nd Street. Additionally, there are entrances to the residential units on 2 nd Street. All entrances have direct access to the sidewalk. All entrances are identifiable with architectural elements, particularly the elements on 2 nd Street where there is a recessed entrance to the upper floor units and a single entrance articulated with architectural detailing around the door for the basement residence.	

17.96.060.F.2 – Architectural	Conformance
<i>The building character shall be clearly defined by use of architectural features.</i>	YES
Finding: The building character mimics that of historic brick buildings with balconies that stretch for a significant length of the building. The windows have a subtle curvature at the top which is also a characteristic of more ornate historic brick buildings. Some examples in Ketchum include the buildings where Enoteca, Sun Valley Culinary, and the Sawtooth Club are located.	

17.96.060.F.3 – Architectural	Conformance
<i>There shall be continuity of materials, colors and signing within the project.</i>	YES

Finding: The project uses a consistent set of materials including multiple shades of brick, black metal accents, and lighter wood siding under the balconies. The signage for the project is minimal and does not deter from the architectural characteristics of the building. Signage is primarily wall mounted signage and window decals as shown on the elevations in the project plans.

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
Finding: The proposed balconies are of a material that contrasts but compliments the two tones of brick on the facades of the building. The rooftop deck proposes a wood pergola and metal landscape planters that complement the other materials of the building.	

17.96.060.F.5 – Architectural	Conformance
<i>Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.</i>	YES
Finding: The development implements a variety of features that successfully minimize the appearance of bulk and flatness on the primary facades of the building. Features include setback facades with cantilevered balconies, setback roof projection above the third floor balcony on N Leadville Ave, three dimensional trim features at each floor of the building, and material changes from the base of the building to the top on the 2 nd Street side of the building. The only façade without these features is the north façade which is the interior lot line. On this façade the development proposes a horizontal banding treatment with different color brick.	

17.96.060.F.6 – Architectural	Conformance
<i>Building(s) shall orient toward their primary street frontage.</i>	YES
Finding: The subject properties’ primary street frontage is N Leadville Ave, however, as a corner lot, the building should orient to both N Leadville and 2 nd Street. The development orients to N Leadville ave very effectively with cantilevered balconies, main entrance to the retail space, and landscape planters that anchor the building. Additionally, the ground floor retail space includes storefront windows along N Leadville Ave that extend around the corner to the 2 nd Street side. However, the cadence of the storefront windows are somewhat disrupted by the stairwell entrance to the basement level residential unit.	

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

Finding: As shown on the project plans, the garbage area is in the rear of the building, in an enclosed storage room with a roll up door for access and service.

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>Finding: As shown on the project plans, the roof plan for the project includes flat roofs at an angle that causes water to drain toward a series of roof drains along the interior of the roof. Cantilevered decks integrate with roof drain systems for any water or snow accumulation. Based on the design of drainage facilities and roof design, no water or snow will enter onto adjacent properties.</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
<p>Finding: The project is fully connected by crosswalks with the existing sidewalk system. There are no regional trails, other anticipated easements, or pathways other than the sidewalk system</p>	

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>	N/A
<p>Finding: The development does not propose any awnings over public sidewalks.</p>	

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
<p>Finding: Vehicle traffic accesses the site from the alley between N Leadville Ave and East Ave. Following required improvements to the alley, the access will be adequate to enter or exit the project safely. Bicycle and pedestrian circulation will primarily be in and out of the front of the project along 2nd Street.</p>	

17.96.060.G.4 – Circulation Design	Conformance
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<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 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>	N/A
Finding: The subject property is a corner lot, however, alley access points for garages in the Community Core are not considered curb cuts or driveways, therefore this standard does not apply.	

17.96.060.G.5 – Circulation Design	Conformance
<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
Finding: With the right-of-way improvements proposed, access for emergency vehicles, snowplows, and garbage trucks will be enhanced as access to the property will be achievable from all sides. The enclosed garages and garbage handling area is such that vehicles will not overhang into the alley and garbage receptacles will be returned to their storage area immediately following service. There is direct access to the building from the alley, N Leadville Ave, and 2 nd Street in case of emergencies.	

17.96.060.H.1 – Snow Storage	Conformance
<i>Snow storage areas shall not be less than 30 percent of the improved parking and pedestrian circulation areas.</i>	N/A
Finding: The project proposes heated pavers for the pedestrian areas between the building and pedestrian sidewalks per the project plans, therefore, no on-site snow storage is required.	

17.96.060.H.2 – Snow Storage	Conformance
<i>Snow storage areas shall be provided on site.</i>	N/A
Finding: As discussed above, no on-site snow storage is required as snowmelt is proposed.	

17.96.060.H.3 – Snow Storage	Conformance
<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
Finding: As discussed above, no on-site snow storage is required as snowmelt is proposed.	

17.96.060.H.4 – Snow Storage	Conformance
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<i>In lieu of providing snow storage areas, snowmelt and hauling of snow may be allowed.</i>	N/A
Finding: As discussed above, no on-site snow storage is required as snowmelt is proposed.	

17.96.060.1.1 – Landscaping	Conformance
<i>Landscaping is required for all projects.</i>	YES
Finding: The development proposes landscaping for the project as shown on the project plans including landscape planter beds and street trees.	

17.96.060.1.2 – 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
Finding: The landscape plan includes street trees and planter boxes with low lying shrubs and tall grasses, primarily on the west and south facing sides of the building. The landscape plan adds interest to the street by providing autumn blaze maples which are vibrant during the fall. These vegetation types are found in many areas of the community core including 4 th Street, Sun Valley Rd, and East Ave. Having similar streetscape throughout the community core provides visitors with a sense of place reinforcing where they are in the community.	

17.96.060.1.3 – Landscaping	Conformance
<i>All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.</i>	YES
Finding: All proposed plantings are drought tolerant and common for the area.	

17.96.060.1.4 – 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 proposed land uses are complimentary to the surrounding area, therefore substantial buffer between the proposed development and surrounding properties is not encouraged. The development does not include any surface parking lots that need screening with vegetation. The building is setback 5 feet from the property boundary which expands the pedestrian realm. This area is where the landscape planters are proposed which enhances the pedestrian experience and creates a softening of the building.	

17.96.060.J.1 – Public Amenities	Conformance
<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>	YES
Finding: The development proposes street trees which have been approved by the Public Works Director. Trash receptacles, benches, and bike racks are proposed on the subject property, not within the right-of-way.	

17.96.060.K.1 – Underground Encroachments	Conformance
<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>	N/A
Finding: The development does not propose any below grade structures.	

17.96.060.K.2 – Underground Encroachments	Conformance
<i>No below grade structure shall be permitted to encroach into the riparian setback.</i>	N/A
Finding: The subject property is not adjacent to any bodies of water; therefore, no riparian setback exists for the property. Additionally, the project does not propose any below grade structures.	

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 Condition
Finding: The development includes benches, bike racks, and trash receptacles on the subject property. Within the right-of-way, the development proposes street trees along N Leadville Ave and 2 nd Street, snowmelt sidewalks, a new fire hydrant, and three streetlights. Final review and approval of all right-of-way improvements will be conducted at the time of building permit.	

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
Finding: As shown in the project plans, street trees proposed are 3” caliper, include tree grates, and will be installed using Silva Cell installation requirements.	

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
Finding: No modifications to these requirements have been made. The Public Works Department has provided directions as to the location of improvements in the right-of-way.	

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
Finding: As outlined above, the development employs a variety of architectural materials and features to avoid the creation of blank walls and reduce bulk and mass. The only wall with limited undulation and material variation is the north façade which is located on an interior lot line and not set back more than 5 feet. The development proposes horizontal banding with varied material colors to lessen the perceived height of the building and break up the blank wall.	

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>	YES
Finding: The development includes ground floor retail that fronts N Leadville Ave and 2 nd Street. The building includes significant storefront windows on the N Leadville Ave frontage that wrap around the first half of the building on the 2 nd Street side. One landscape planter is located on N Leadville Ave with two more on 2 nd Street.	

17.96.070.B.3 - Architectural	Conformance
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<i>For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows.</i>	YES
Finding: The development does not include features that would obscure views into windows. On the N Leadville side of the building, the landscape planter includes low lying shrubs and grasses as an accent to the windows rather than an obstruction.	

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
Finding: The roof form and material is like that of the rest of the building. The roof form is flat, compatible with the horizontal cantilevered decks. The roof soffit is proposed to be a lighter color wood siding which will be a nice complement to the lighter tones in the brick. No reflective materials are proposed.	

17.96.070.B.5 - Architectural	Conformance
<i>All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters, and downspouts.</i>	N/A
Finding: The project does not include pitched roofs.	

17.96.070.B.6 - Architectural	Conformance
<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>	N/A
Finding: Roof overhangs are not proposed to encroach into the public right-of-way or over the sidewalk.	

17.96.070.B.7 - Architectural	Conformance
<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>	YES
Finding: The building does not have a traditional front porch or stoop, however, due to the topography of the site, the finished floor of the building is set slightly higher than the sidewalk on the N Leadville Ave side, creating a stepped entrance to the building that somewhat functions like a stoop. The stepped up area is not enclosed by any walls, fences, or other screening materials.	

17.96.070.C.1 – Service Areas and Mechanical/Electrical Equipment	Conformance
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<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
Finding: The trash disposal area for the project is located in the rear of the building within a fully enclosed portion of the building not visible by the public. The dumpster is located on an automatic roller which enters the alley during trash servicing and retracts to its original location within the building once the servicing is complete.	

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>	NO
Finding: As shown on the project plans, the roof mounted mechanical equipment and solar panels are setback from the roof parapet as required by the Ketchum Municipal Code. Mechanical equipment on the roof will be screened with a 5-foot max perforated metal screen. The same screen is proposed to screen the ground mounted transformer at the rear of the property on 2 nd Street at the alley. Staff has concerns related to the location and screening of the transformer as the equipment is not fully screened from public view and located adjacent to a public sidewalk.	

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
Finding: No trees exist on the subject property therefore replacement trees are not required.	

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>	YES
Finding: All street trees proposed are within tree grates and must be installed using Silva Cell installation requirements.	

17.96.070.D.3 - Landscaping	Conformance
<i>The City arborist shall approve all parking lot and replacement trees.</i>	N/A
Finding: No replacement trees or parking lot trees are proposed for the development therefore this standard does not apply.	

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
Finding: The development does not propose surface parking lots therefore this standard does not apply.	

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
Finding: The development does not propose surface parking lots therefore this standard does not apply.	

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
Finding: The development does not propose surface parking lots therefore this standard does not apply.	

17.96.070.F.1 – Bicycle Parking	Conformance
<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
Finding: As shown on the project plans, one bicycle rack is proposed between the entrance to the basement residential unit and the main entrance to the building on 2 nd Street.	

17.96.070.F.2 – Bicycle Parking	Conformance
<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
Finding: The development requires four parking spaces, therefore only one bicycle rack is required. The required bicycle rack is provided between the entrance to the basement residential unit and the main entrance to the building on 2 nd Street.	

17.96.070.F.3 – Bicycle Parking	Conformance
<p><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></p>	<p>YES</p>
<p>Finding: The required bicycle rack is provided between the entrance to the basement residential unit and the main entrance to the building on 2nd Street. This location is clearly visible for most visitors to the building and within 50 feet of the entrance on the N Leadville Ave side of the building.</p>	



City of Ketchum
Planning & Building

THE 208 CONDOMINIUMS – 200 N LEADVILLE AVE

SUBDIVISION AND CONDOMINIUM PRELIMINARY PLAT STANDARDS ANALYSIS

Preliminary Plat Requirements					
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>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on July 1, 2022.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	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>	The subdivision application was deemed complete on October 14, 2022.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.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>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.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>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "The 208 Condominiums" which is not the same as any other subdivision in Blaine County, Idaho.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.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>	As shown on Sheets 1 and 4, the owner and subdivider is 755 S Broadway, LLC. The plat was prepared by Mark E. Phillips of Galena Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.4	Legal description of the area platted.	
				<i>Findings</i>	The legal description of the area platted is shown in the Certificate of Ownership on Sheet 4 of the preliminary plat.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.1 .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining Ketchum Townsite lots surrounding the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.1 .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>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.1 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>	Sheet 1 of the preliminary plat shows the location all adjacent streets and easements. The property is currently vacant.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.1 .8	Boundary description and the area of the tract.
			<i>Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of the lot. Sheets 2 and 3 indicate the areas of each residential and commercial unit as will be platted for sale.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.1 .9	Existing zoning of the tract.
			<i>Findings</i>	Plat note #9 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.1 .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>	Sheets 1,2 and 3 of 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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.1 .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>	Sheets 2 and 3 of the preliminary plat show all proposed common area and limited common areas dedicated for common use of all future property owners.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.1 .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>	Sheet 1 of the preliminary plat shows all existing and proposed water mains and sanitary sewer mains.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			Findings	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .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.
			Findings	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			Findings	This standard does not apply as no additional tests are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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.
			Findings	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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.
			Findings	Sheet 3 of the preliminary plat includes a vicinity map.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			Findings	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .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.
			Findings	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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			Findings	Sheets 1, 2, and 3 of the preliminary plat shows the area of the overall lot and area of each individual unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.

			Findings	There are no existing trees or shrub masses on the subject property. Trees on adjacent properties to the north are shown on the site survey included with the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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.
			Findings	The applicant provided a title commitment issued by Sun Valley Title dated August 31, 2020, and a warranty deed recorded at Instrument Number 673273 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			Findings	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<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.
			Findings	The applicant submitted a preliminary right-of-way improvements plan with the design review application outlining all proposed improvements to the public rights-of-way of N Leadville Ave, 2 nd Street, and the alley. There are no existing natural features on the property.
<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.
			Findings	This standard does not apply as this is a preliminary plat application, not a final plat application.
<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 improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one

				<p>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>
			Findings	This standard does not apply as this is a preliminary plat application, not a final plat application.
<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>
			Findings	This standard does not apply as this is a preliminary plat application, not a final plat application.
			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"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			Findings	This standard does not apply as this is a preliminary plat application, not a final plat application.
			16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the

			<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> <ul style="list-style-type: none"> 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. 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>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>
			<p><i>Findings</i></p> <p>This standard is not applicable as no new lots are being created.</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>

				<p>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.</p> <p>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</p> <p>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.</p> <p>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			<i>Findings</i>	This standard is not applicable as no new lots are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <p>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;</p> <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> <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>
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				<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>
			Findings	No new streets are proposed, however, the project is required to bring the current streets of N Leadville Ave, 2 nd Street, and they alley into conformance with city street standards. Prior to certificate of occupancy, the project will complete all right-of-way improvement plans as reviewed and approved by the City Engineer.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.I	<p>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.</p>
			Findings	The alley between N Leadville Ave and East Ave meets the city’s minimum requirement for 20 feet width, however, the alley needs to be regraded to address current drainage issues.
<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</p>

				<p>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>
			Findings	This standard does not apply as no easements exist or are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p>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. 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</p>

				<p>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>	This subdivision application does not create new sanitary sewage disposal systems. The proposed development will be serviced by sanitary sewer mains located within N Leadville Ave.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p>Water System Improvements: 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>	This subdivision application does not create new water systems. The proposed development will be serviced by water mains located within N Leadville Ave.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>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.</p>
			<i>Findings</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.
<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">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.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">a. Proposed contours at a maximum of five foot (5') contour intervals.b. Cut and fill banks in pad elevations.c. Drainage patterns.d. Areas where trees and/or natural vegetation will be preserved.e. Location of all street and utility improvements including driveways to building envelopes.f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.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.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.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.6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:<ol style="list-style-type: none">a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on
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				<p>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>
			Findings	<p>This standard does not apply as this application is a condominium subdivision of an existing lot. On-site grading for the new condominium building meets all grading requirements. Final grading plan will be reviewed and approved by the City Engineer prior to issuance of a building permit.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p>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 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>
			Findings	<p>The applicant submitted a site grading and drainage plan with the condominium subdivision application showing drainage for the subject property. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements, not impacting adjacent properties. The final grading plan will be reviewed and approved by the city engineer prior to issuance of a building permit for the proposed development.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be</p>

				installed by the subdivider prior to construction of street improvements.
			Findings	As shown on the project plans, all utilities will be installed underground. Electrical service to the property will come from the alley to a new transformer on the subject property near the alley.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: 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.
			Findings	The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.

ANALYSIS OF COMPLIANCE WITH CONDOMINIUM SUBDIVISION REQUIREMENTS

Condominium Plat Requirements				
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.
			Findings	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070. D	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.
			Findings	As shown on Sheet 2 of the preliminary plat, the garage units are designated as limited common elements and specifically referenced to a unit number.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070. E	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.
			Findings	As shown on Sheet 2 of the preliminary plat, the unit sizes facilitate the storage of personal property within the units. Additional storage units are provided in the basement for all units.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070. F	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.

			Findings	Mechanical equipment rooms are designated on each floor, serving dual purpose for housing of mechanical equipment and storage of maintenance equipment and supplies. Supplies for larger maintenance projects will be supplied by the contractors responsible for the project on an as needed basis.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			Findings	Condominium units 2 and 4 have access to outdoor patio areas. The building also provides common area along the street frontage for use by building residents and the public.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			Findings	The project has been reviewed for compliance with all other section of the subdivision standards. The project is in compliance as discussed above.



City of Ketchum
Planning & Building

THE 208 CONDOMINIUMS – 200 N LEADVILLE

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 design review and subdivision applications for “The 208 Condominiums” was received and deemed complete prior to the effective date of the ordinance and therefore the ordinance does not apply to this application. 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 information is not to be used in evaluating the proposed development.

- **Minimum Residential Densities (Section 4):** 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 11,663 SF with 1,395 square feet of retail commercial space. The 1,395 square feet includes all three retail units and the retail storage space on the ground floor. This equates to 12% of the development dedicated to commercial space.
 - Based on the percent of commercial space, the development would be required to provide four residential dwelling units. The development proposes four residential dwelling units and would be in conformance with this requirement
- **Consolidation of Lots (Section 5):** The applicant is not requesting a consolidation of lots therefore these requirements do not apply.
- **No Net Loss of Units (Section 6):** The subject property is currently vacant, however, there was a building
- **Parking for Retail (Section 7):** 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 8):** The proposed development is not benefiting from the parking exemption for office as no office is proposed within the development.
- **Development Standards within the CC-2 (Section 11):**
 - **% of gross floor area for commercial (Section 11.a)** – the gross floor area of the ground floor is 4,192 square feet. 33% 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 910 square feet to commercial uses.
 - **Community Housing in basement (Section 11.B)** – the proposed development does not propose on-site community housing, therefore this standard is not applicable.

- **Size of residential units (Section 11.C)** – The proposed development includes one unit (Unit 4) that exceeds the 3,000 square foot maximum as it is 3,514 net square feet.
- **Parking Maximums (Section 11.D)** – the proposed development is only providing the number of parking spaces that are required for the proposed uses, therefore this standard is met.
- **Comprehensive Plan Conformance (Section 13):**
 - Staff provided feedback in the staff report as to the proposed uses and placement of those uses within the project. Staff believes that if the proposed project met the design review criteria and the requirements of the interim ordinance, many of the goals and objectives of the comprehensive plan would be met.