



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
File Number:	P23-065
Date Received:	7/7/23
By:	HLN
Approved Date:	
Denied Date:	
By:	

Development Agreement Amendment Application

ORIGINAL DEVELOPMENT AGREEMENT	
Project Name:	BIGWOOD SPORTS, LLC
Development Agreement:	BIGWOOD SPORTS, LLC
Phone:	Email: bill@riverconstruction.net
Mailing Address:	P.O. Box 87 Sun Valley, ID 83353
Representative:	BILL WEIDNER
Mailing Address:	PO BOX 2455 Ketchum ID 83340
Phone:	504-710-1110
	Email: bill@riverconstruction.net
PROJECT INFORMATION	
Legal Land Description:	
Street Address:	115 Thunder Trail, Ketchum, ID 83340
Lot Area:	
Zoning District:	
Overlay District:	<input type="checkbox"/> Flood <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain
Anticipated Use:	YEAR ROUND RESTAURANT GOLF WINTER SPORTS
SECOND AMENDMENT	
Date of Agreement:	
Parties Named in Original Agreement:	
Summary of Significant Changes:	
THIRD AMENDMENT	
Date of Agreement:	
Parties Named in Original Agreement:	
Summary of Significant Changes:	
OTHER AMENDMENTS	
Date of Agreement:	
Parties Named in Original Agreement:	
Summary of Significant Changes:	

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.

Bill Weidner
Signature of Owner/Representative

5/23/23
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.

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

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

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

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

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

AMENDMENT:

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

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

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

ADDITIONAL PROVISIONS:

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

NOTICES:

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

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

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

William Weidner
Bigwood Sports
PO Box 2455
Ketchum, ID 83340

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

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

BIGWOOD SPORTS, LLC

CITY OF KETCHUM

By: _____
Name: William Daniel Weidner, III

By: _____
Neil Bradshaw

STATE OF IDAHO)
) ss.

County of Blaine)

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

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

Notary Public for Idaho
Residing at _____
Commission expires: _____

STATE OF IDAHO)
) ss.

County of Blaine)

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

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

Notary Public for Idaho
Residing at _____
Commission expires: _____

