



**PLANNING AND ZONING COMMISSION AGENDA**  
**Monday, February 22, 2016**

1. 5:30 PM- CALL TO ORDER: City Hall, 480 East Avenue North, Ketchum, Idaho
2. CONSENT CALENDAR
3. PUBLIC COMMENT
  - a. Communications from the public for items not on the agenda.
4. COMMUNICATIONS FROM STAFF
  - a. Elevation 6000 Phase 2 Townhouse Subdivision Final Plat: The Commission will hold a public hearing and take action on an application by Elevation 6000, LLC represented by Bruce Smith, PLS, Alpine Enterprises, Inc. for a Townhouse Subdivision- Final Plat. The subject property is located at 310B Sage Road, Ketchum, Idaho (Elevation 6000 Townhomes, Phase 2, Sublot 4) (a portion of former Lot 18, Block 3, Warm Springs Village Subdivision, 4<sup>th</sup> Addition).
  - b. Barsotti Work Session: Regarding proposed amendments to the LI-3 District.
  - c. Zoning Ordinance Update, Phase II: The Commission will discuss the status of the Zoning Ordinance update.
5. FINDINGS OF FACT AND APPROVAL OF MINUTES
  - a. 151 South Main Street Hotel and Residences (Limelight Hotel Ketchum, LLC) Condominium Subdivision Preliminary Plat - Findings of Fact
  - b. February 8, 2016: Site Visit
  - c. February 8, 2016: Minutes
6. FUTURE PROJECTS AND NOTICING REQUIREMENTS
7. STAFF REPORTS & CITY COUNCIL MEETING UPDATE
8. COMMISSION REPORTS AND EX PARTE DISCUSSION DISCLOSURE
9. ADJOURNMENT

*Any person needing special accommodations to participate in the meeting should contact the City Clerk's Office as soon as reasonably possible at 726-3841. All times indicated are estimated times, and items may be heard earlier or later than indicated on the agenda.*



City of Ketchum  
Planning & Building

February 22, 2016

Planning and Zoning Commission  
City of Ketchum  
Ketchum, Idaho

Commissioners:

**STAFF REPORT**  
**KETCHUM PLANNING AND ZONING COMMISSION**  
**REGULAR MEETING OF FEBRUARY 22, 2016**

**PROJECT:** Elevation 6000 Townhomes: Phase 2

**FILE NUMBER:** 15-162

**OWNERS:** Elevation 6000, LLC

**REPRESENTATIVE:** Bruce Smith, PLS, Alpine Enterprises, Inc.

**REQUEST:** Townhouse Subdivision Final Plat approval to establish one townhouse subplot

**LOCATION:** 310B Sage Road (Elevation 6000, Phase 2, Sublot 4; formerly a portion of former Lot 18, Block 3, Warm Springs Village Subdivision, 4th Addition)

**NOTICE:** The following notice was mailed to adjacent property owners on Friday, February 9, 2016:

**NOTICE OF CONSIDERATION BEFORE THE PLANNING AND ZONING COMMISSION**

<b>Meeting Date:</b>	February 22, 2016
<b>Meeting Time:</b>	5:30 PM, or thereafter as the matter can be heard.
<b>Meeting Location:</b>	City Hall Council Chambers, 480 East Avenue North, Ketchum, Idaho
<b>Project Name:</b>	Elevation 6000 Townhomes; Phase 2
<b>Project Location:</b>	310B Sage Road, Ketchum, Idaho (Elevation 6000 Townhomes, Phase 2, Sublot 4) (a portion of former Lot 18, Block 3, Warm Springs Village Subdivision, 4 <sup>th</sup> Addition)
<b>Applicant:</b>	Elevation 6000, LLC
<b>Representative:</b>	Bruce Smith, PLS, Alpine Enterprises, Inc.
<b>Application Type:</b>	Townhouse Subdivision-Final Plat
<b>Project Description:</b>	Townhouse Subdivision Final Plat, Elevation 6000 Townhomes, Phase 2, Sublot 4

**ZONING:** General Residential – Low Density (GR-L) with Mountain Overlay Design Review (MODR)

**REVIEWER:** Rebecca F. Bundy, Senior Planner / Building and Development Manager

**RECOMMENDATION:** Staff recommends approval of this Townhouse Final Plat application to establish one subplot, finding the application meets all applicable subdivision and zoning standards.

**ATTACHMENTS:**

- A. Applicant Submittals:
  - Application, dated November 15, 2015
  - Final Plat, dated January 2016
  - Declaration of Covenants, Conditions and Restrictions and Party Wall Agreement for Elevation 6000 Townhomes, dated September 30, 2010
  - Bylaws of Elevation 6000 Townhomes, dated October 19, 2010
- B. Approved Preliminary Plat, dated March 12, 2009
- C. Townhouse Preliminary Plat Findings of Fact, signed March 1, 2010
- D. Approved Phasing Agreement, dated August 8, 2010
- E. Public Comment – None to date

## STAFF ANALYSIS

1. The original townhouse subdivision preliminary plat for this project, Elevation 6000, Sublots 1 – 4, was approved by the Ketchum City Council on May 1, 2010. That approval included a phased development agreement that stipulated the following:
  - Phase I (Sublots 2 and 3): Prior to December 15, 2009, utilities shall be provided to the site and construction, including landscaping, shall be completed.
  - Phases II and III (Sublots 1 and 4): Prior to December 15, 2012, utilities shall be provided to the site and exterior construction, including landscaping, shall be completed.
  - Completion: The exterior walls, roofs, windows and doors of all the Elevation 6000 Townhomes and the landscaping of all sublots shall be completed by August 15, 2010. The interiors of Phases II and III (Sublots 1 and 4) shall be completed by August 15, 2012.
2. Townhouse subdivision final plat for Phase I, Sublots 2 and 3, was approved by the City Council on August 2, 2010, and the phased development agreement was revised to reflect the fact that the construction and landscaping for Phase 1 was complete. The required completion dates for Phases II and III remained unchanged.
3. All exterior improvements on Sublots 1 – 4 have been completed and have been inspected to staff's satisfaction. Currently, the interior of the townhome on Sublot 4 is complete and ready for final inspection by the building inspector. At this time, the applicant is seeking final plat approval for Sublot 4 only.
4. Per item 7 of the phased development agreement, "In the event the entire subdivision is not completed by August 15, 2012, the City Council may require appropriate amendments and plan changes to bring the Subdivision into compliance with subdivision and zoning ordinance rules and requirements in effect as of August 15, 2012." Staff finds that the proposed townhouse subdivision is compliant with existing regulations and with the approved preliminary plat and recommends that the Planning and Zoning Commission recommend approval to the City Council.
5. A site specific avalanche study, Snow Avalanche Hazard Evaluation and Loading Analysis, dated March 7, 2003, for the subject property was performed by Alpine Enterprises, Inc. As a condition of approval,

prior to the City Clerk’s signature of the final plat, an affidavit acknowledging that said study is on file in the City of Ketchum, Planning and Building Department, shall be recorded at the Blaine County Recorder’s Office and the instrument number of said recorded affidavit shall be noted on the final plat.

6. The following provides staff’s comments and analysis regarding the proposed townhouse final plat:

City Department Comments				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	<b>Complete Application</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>City Department Comments</b>	<b>Police Department:</b> <ul style="list-style-type: none"> <li>No comment.</li> </ul>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<b>Fire Department:</b> <ul style="list-style-type: none"> <li>Prior to the City Clerk’s signature of the final plat, all requirements of the Fire Department shall be met.</li> </ul>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<b>City Engineer:</b> <ul style="list-style-type: none"> <li>No comment.</li> </ul>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<b>Streets:</b> <ul style="list-style-type: none"> <li>No comment.</li> </ul>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<b>Utilities:</b> <ul style="list-style-type: none"> <li>No comment.</li> </ul>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<b>Building:</b> <ul style="list-style-type: none"> <li>Prior to the City Clerk’s signature of the final plat, all requirements of the Building Department shall be met.</li> </ul>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<b>Planning and Zoning:</b> <ul style="list-style-type: none"> <li>See comments throughout staff report.</li> </ul>

Final Townhouse Subdivision Plat Requirements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	<b>Complete Application</b>
			<b>Staff Comments</b>	<i>The application has been reviewed and determined to be complete.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B <b>Townhouse Owners’ Documents</b>	<b>The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.</b>
			<b>Staff Comments</b>	<i>The applicant has submitted recorded CC&amp;R’, party wall agreement and bylaws. Please note that the City does not enforce CC&amp;R’s.</i>

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.D Final Plat Procedure</b>	<p><b>1. The final plat procedure contained in subsection 16.04.030F of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received:</b></p> <p style="padding-left: 40px;"><b>a. A certificate of occupancy issued by the city of Ketchum; and</b></p> <p style="padding-left: 40px;"><b>b. Completion of all design review elements as approved by the planning and zoning administrator.</b></p> <p><b>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to section 17.96.110 of this code.</b></p>
			<b>Staff Comments</b>	<i>At this time, the Street and Planning staff have inspected and approved the project as constructed. As a condition of approval, prior to the City Clerk's signature of the final plat, all requirements of the Fire, Utility, Building, Planning and Public Works departments of the City of Ketchum shall be met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.E Garage</b>	<p><b>All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.</b></p>
			<b>Staff Comments</b>	<i>The final outlines the overall footprint of the each townhome, including designation of the attached garage.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.F General Applicability</b>	<p><b>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 townhouse subdivisions.</b></p>
			<b>Staff Comments</b>	<i>All applicable city provisions are found to be in compliance.</i>

## STAFF RECOMMENDATION

Staff recommends approval of the proposed townhouse preliminary plat, finding that it meets all applicable subdivision and zoning standards. The Commission should consider the full record of facts and evidence brought forward on this application based on staff reports, applicant information, public comments, and other relevant information. Based on the information presented and received, the following options should be determined:

1. On the whole, this application is in compliance with the subdivision and zoning ordinances and other adopted or enforced city policies or codes and approve the townhouse final plat request with conditions 1-9 below.
2. On the whole, this application is not in compliance with the subdivision and zoning ordinances and other adopted or enforced city policies or codes and deny the request for a townhouse final plat because the following standards (Commission to insert reasons for denial).

3. If the Commission is not opposed to the entire application but only with certain aspects of the proposal, the Commission may amend and revise the proposal and/or modify conditions to address their concerns and proceed with approving the townhouse final plat application.
4. If the Commission does not feel they have all the information they need to make a decision they may require additional information to be brought forth at a future meeting.
5. The Commission may determine some other option based on the information presented at the meeting.

### **PROPOSED MOTION**

“I move to approve the townhouse final plat by Elevation 6000, LLC for Elevation 6000 Townhomes: Phase 2 with conditions 1-9 below;” or

“I move to deny the townhouse preliminary plat by by Elevation 6000, LLC for Elevation 6000 Townhomes: Phase 2 because of the following standards (Commission to insert reasons for denial).”

### **PROPOSED CONDITIONS**

1. The Covenants, Conditions and Restrictions (CC&R’s) shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of the CC&R’s;
2. The failure to obtain final plat approval by the Council, of an approved preliminary plat, within one (1) year after approval by the Council shall cause all approvals of said preliminary plat to be null and void;
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder’s office concurrent with the recording of the Plat containing the following minimum data:
  - a. Line work delineating all parcels and roadways on a CAD layer/level designated as “parcel”;
  - b. Line work delineating all roadway centerlines on a CAD layer/level designated as “road”; and,
  - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as “control”;
5. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units;
6. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application;
7. Prior to the City Clerk’s signature of the final plat, all requirements of the Fire, Utility, Building, Planning and Public Works departments of the City of Ketchum shall be met;
8. The final plat shall not be signed by the City Clerk and recorded until the townhouse has received:

- a. An approved life safety inspection for the building shell and all common areas from the Ketchum Building Official; and,
  - b. Completion of all design review elements as approved by the Planning and Zoning Administrator; and
9. An affidavit acknowledging that the site specific avalanche study for the subject property, Snow Avalanche Hazard Evaluation and Loading Analysis, dated March 7, 2003, performed by Alpine Enterprises, Inc., is on file in the City of Ketchum, Planning and Building Department shall be recorded at the Blaine County Recorder's Office and the instrument number of said recorded affidavit shall be noted on the final plat.

**Attachment A.  
Applicant Submittals:**

- Application, dated November 15, 2015
- Final Plat, dated January 2016
- Declaration of Covenants, Conditions and Restrictions and Party Wall Agreement for Elevation 6000 Townhomes, dated September 30, 2010
- Bylaws of Elevation 6000 Townhomes, dated October 19, 2010



CITY OF KETCHUM SUBDIVISION APPLICATION

NAME OF PROPOSED SUBDIVISION: ELEVATION 6000 TOWNHOMES: PHASE 2

OWNER OF RECORD: ELEVATION 6000, LLC

ADDRESS OF OWNER: PO Box 828, KETCHUM, ID 83340

REPRESENTATIVE OF OWNER: BRUCE SMITH, PLS, ALPINE ENTERPRISES

CONTACT: Owner:      Representative: X Phone No.: 727-1988

Mailing Address: PO Box 2037, KETCHUM

LEGAL DESCRIPTION: (attach if necessary): PORTION OF LOT 18, BULK 3, WARM SPRING VILLAGE SUBD., 4TH ADDITION

STREET ADDRESS: WILL BE 310 B, SAGE RD.

SUBDIVISION FEATURES: Number of Lots: 1 SUBLOT  
Number of Dwelling Units: 1

Total land area in acres or square feet: 1.68 ACRES = ± 73,075 SQ. FT.

Current Zoning District: GR-L Proposed Zoning District: NO CHANGE

Overlay District: Flood      Avalanche X Pedestrian      Mountain X

Type: Condominium      Land      PUD      Townhouse X

Adjacent land in same ownership in acres or square feet: ± 4.02 ACRES

Easements to be dedicated on final plat: (describe briefly): PUBLIC + PRIVATE UTILITIES

Proposed and existing exterior lighting: (described briefly): LOW VOLT, DOWNCAST

IMPROVEMENTS TO BE INSTALLED PRIOR TO FINAL PLAT APPROVAL:

Streets Paved	Yes <u>    </u>	No <u>EXTG</u>	Water Supply:	Ketchum Municipal	<u>X</u>
Curbs & Gutters	Yes <u>    </u>	No <u>✓</u>		Private Wells	<u>    </u>
Sidewalks	Yes <u>    </u>	No <u>✓</u>			
Street Lights	Yes <u>    </u>	No <u>✓</u>	Sewer System:	Public	<u>X</u>
Street Signs	Yes <u>    </u>	No <u>✓</u>		Septic	<u>    </u>
Fire Hydrant(s)	Yes <u>    </u>	No <u>EXTG</u>		Cesspool	<u>    </u>
Extend Water Lines	Yes <u>    </u>	No <u>EXTG</u>			
Extend Sewer Lines	Yes <u>    </u>	No <u>EXTG</u>	Power:	Underground	<u>X</u>
				Overhead	<u>    </u>

ATTACHMENTS TO COMPLETE APPLICATION:

- ✓ Copies of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations
- ✓ Copy of current title report and owner's recorded deed to the subject property
- Six (6) copies of preliminary plat; one (1) 11x17 copy; and, a CD or email of the electronic copy (.pdf) of the plat

The 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 the reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I hereby certify that all information requested, as submitted, is prepared to the best of my ability and knowledge and I request that this application be processed for consideration as a subdivision.

Signature of Owner/Representative: Bruce S., ALPINE ENTERPRISES Date: 09/04/15

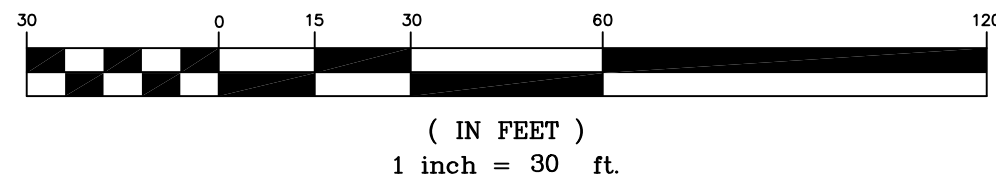
Pursuant to Resolution No. 08-123, any direct costs incurred by the City of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to engineer review, attorney review, legal noticing, and copying costs associated with the application. The City will require a retainer to be paid by the applicant at the time of application submittal to cover said costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the City.

# A PLAT SHOWING ELEVATION 6000 TOWNHOMES: PHASE 2

WHEREIN A PORTION OF LOT 18, BLOCK 3, WARM SPRINGS VILLAGE SUBDIVISION 4TH ADDITION, IS PLATTED AS A TOWNHOUSE SUBLOT AS SHOWN  
LOCATED WITHIN SECTION 11, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

JANUARY 2016

### GRAPHIC SCALE

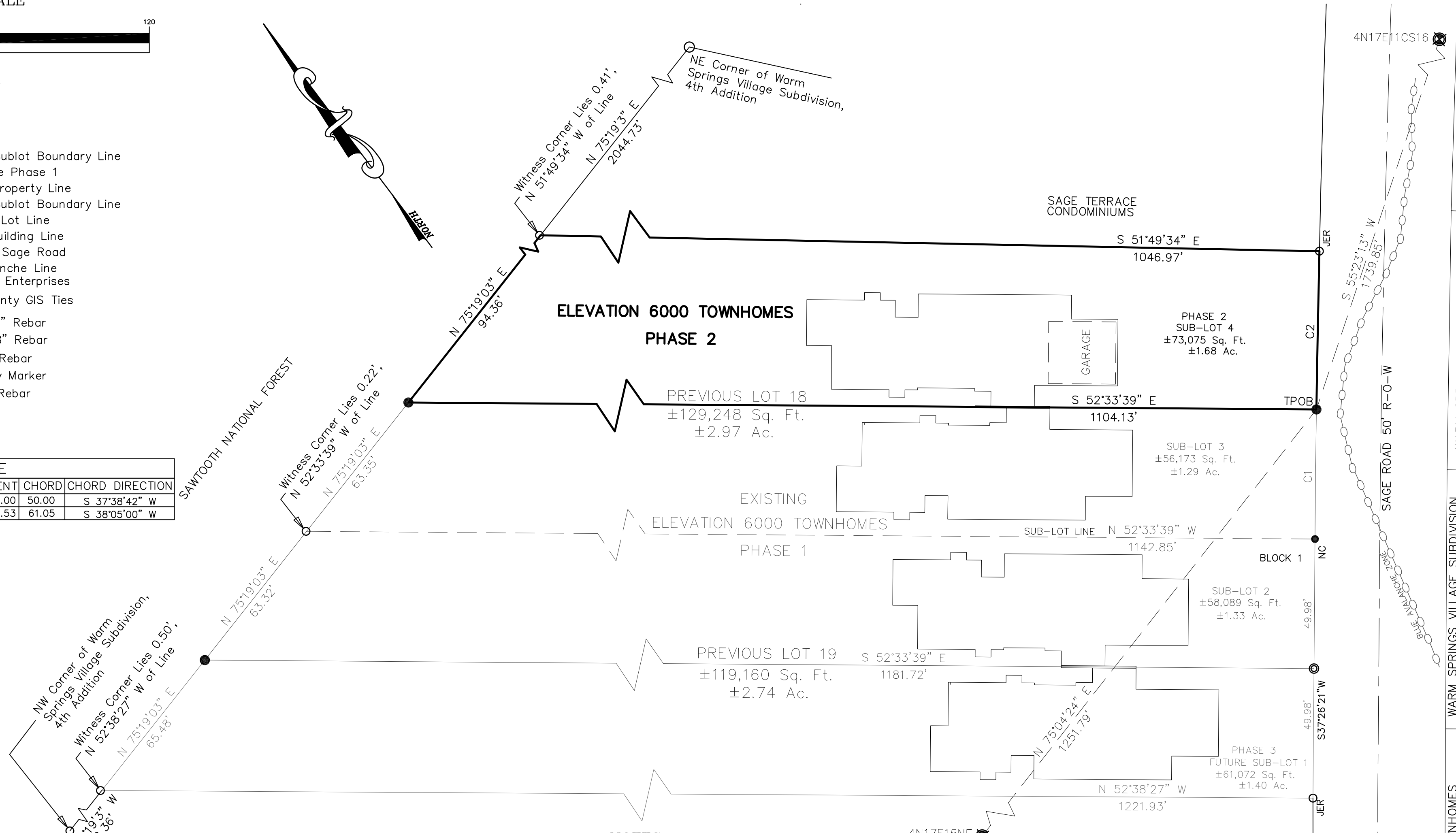


### LEGEND

- Phase 2 Sublot Boundary Line
- Sublot Line Phase 1
- Phase 1 Property Line
- Phase 3 Sublot Boundary Line
- Adjoiner's Lot Line
- Exterior Building Line
- Centerline Sage Road
- Blue Avalanche Line Per Alpine Enterprises
- Blaine County GIS Ties
- Found 1/2" Rebar
- Found 5/8" Rebar
- Set 5/8" Rebar
- Set Survey Marker
- Set 1/2" Rebar
- Break Line

### CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	50.00	7256.67	0°23'41"	25.00	50.00	S 37°38'42" W
C2	61.06	7256.67	0°28'55"	30.53	61.05	S 38°05'00" W



### NOTES

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1992), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9968071. Ground Distances will be slightly longer.
- 2) Townhouse Declaration of Covenants, Conditions, and Restrictions, and Party Wall Agreement for Elevation 6000 Townhomes is recorded in Blaine County as Instrument Number \_\_\_\_\_.
- 3). The Entire Property is Located Within The City of Ketchum's Avalanche Overlay District. Please Refer to Specific Information in Ketchum Zoning Ordinances Ch. 17.92. A Site Specific Avalanche Study has been prepared by Alpine Enterprises Inc., available for inspection at City Offices and Recorded in Blaine County as Inst. No. \_\_\_\_\_.
- 4). Elevation 6000 Townhomes are subject to a Phased Development Agreement, Recorded in Blaine County as Instrument Number 582132.



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

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

KNEELAND, KORB, COLLIER & LEGG, PLLC  
Post Office Box 249  
Ketchum, ID 83340  
KKCL File No. 8509

**Instrument # 582131**  
HAILEY, BLAINE, IDAHO  
11-8-2010 01:36:14 No. of Pages: 34  
Recorded for : ALPINE ENTERPRISES  
JOLYNN DRAGE Fee: 109.00  
Ex-Officio Recorder Deputy  
Index to: COVENANTS & RESTRICTIONS



(Space above line for Recorder's Use)

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS AND PARTY WALL AGREEMENT FOR  
ELEVATION 6000 TOWNHOMES**

THIS DECLARATION is made on the 30<sup>th</sup> day of September, 2010, by Elevation 6000, LLC, an Idaho limited liability company, ("Declarant").

RECITALS

- A. Declarant is the owner of certain real property in Blaine County, Idaho, more particularly described as Lots 18 and 19 in Block 3 of Warm Springs Village Subdivision Fourth Addition, according to the official plat thereof recorded as Instrument No. 115701, records of Blaine County, Idaho (the "Property").
- B. Declarant intends to improve the Property in two (2) phases by subdivision into four (4) residential sublots and has or intends to construct a single family dwelling on each subplot. The four (4) residential sublots and residences thereon shall be known as Elevation 6000 Townhomes.
- C. Declarant intends that all subplot residence owners of Elevation 6000 Townhomes shall be subject to this Declaration and shall be members of the Association created hereby.
- D. By this Declaration, Declarant intends to establish a plan of subplot residence ownership for the Property.

NOW, THEREFORE, Declarant hereby declares that:

1. DECLARATION. This Declaration is hereby established upon Elevation 6000 Townhomes in furtherance of a general plan for improvement and sale of residence sublots within the Property for the purpose of enhancing and perfecting the value of each residence subplot therein, and for the benefit of each owner of a residence subplot in Elevation 6000 Townhomes.

(a) Residence sublots within Elevation 6000 Townhomes shall be held, conveyed, encumbered, leased, occupied or otherwise used, improved or transferred, in whole or in part, subject to this Declaration and any supplemental declaration.

(b) This Declaration and any supplemental declaration shall run with the real Property and all residence sublots located therein, and shall be binding upon and inure to the benefit of all parties having or hereafter acquiring any right, title or interest in Elevation 6000 Townhomes or any portion thereof.

## 2. DEFINITIONS.

(a) Articles. The “Articles” means the Association’s Articles of Incorporation and their amendments. A copy of the Articles is attached hereto as Exhibit A and made a part hereof.

(b) Association. The “Association” means Elevation 6000 Owners, Inc., an Idaho nonprofit corporation.

(c) Association Rules. The “Association Rules” means the rules and regulations regulating the use and enjoyment of the residence sublots adopted by the Board from time to time.

(d) Board. The “Board” means the Board of Directors of the Association.

(e) Bylaws. The “Bylaws” means the Association’s Bylaws and their amendments. A copy of the Bylaws is attached hereto as Exhibit B and made a part hereof.

(f) Common Expenses. “Common expenses” means all expenses incurred for the upkeep and maintenance of the exterior of residences including roof repair and exterior painting, landscaping, driveways, walkways and fences on residence sublots, including any reserve therefor; the cost of the insurance permitted or required herein to be procured and maintained by the Association together with related expenses; wages, accounting and legal fees; management fees; and any other expenses and liabilities incurred by the Association for the benefit of the owners under or by reason of the Declaration. Common expenses incurred for the collective replacement of roofs and the exterior painting of the buildings shall be paid by special assessment. Snow removal shall be the responsibility of each residence subplot owner within their respective subplot. In the event that the need for maintenance or repair of a residence subplot or the improvements thereon is caused by the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the residence subplot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such residence subplot is subject.

(g) Declarant. The “Declarant” means Elevation 6000, LLC, an Idaho limited liability company, its successors and assigns.

(h) Owner. An “owner” means each person or entity holding a record ownership interest in a residence subplot, including Declarant, and contract purchasers under recorded contracts.

(i) Party Wall. The “party wall” shall mean the common wall which is built as part of the original construction of a residence and placed on the boundary line between the sublots.

(j) Residence Sublot Number. The “residence subplot number” shall mean the particular subplot designation on the plat of Elevation 6000 Townhomes, and shall also be part of the sublots legal description. The schedule of residence subplot numbers and street addresses is attached hereto as Exhibit C and made a part hereof.

(k) Residence Sublot. A “residence subplot” means an estate in real property with a fee simple interest in a residence subplot shown and described on the plat for Elevation 6000 Townhomes.

(l) Residence. A “residence” means the single-family dwelling constructed on a residence subplot.

### 3. PROPERTY RIGHTS AND EASEMENTS.

(a) Ownership. Ownership of each residence subplot within the Property shall include a membership in the Association, and any non-exclusive easement as described in this Declaration or shown on the plat for Elevation 6000 Townhomes.

(b) Utility Easements. The Association and all residence subplot owners shall have mutual reciprocal easements for existing water, cable TV, sewage, telephone, natural gas, utilities, and electrical lines over, and across their residence sublots for the repair, maintenance and replacement thereof subject to the restoration of the easement premises for any damage resulting from such repair or replacement.

(c) Encroachments. If any portion of a subplot or residence encroaches on any other subplot or residence, regardless of the cause, a valid easement exists for such encroachment and for the maintenance of it so long as it remains and all sublots and residences are made subject to such easements.

(d) Easements by Association. The Declarant and the Association shall have the authority and power to grant and convey to any third party, easements and rights of way in, on or under a residence subplot. However, no such easement can be granted if it would interfere with the use, occupancy or enjoyment by any owner of the owner’s subplot or residence.

### 4. USE RESTRICTIONS.

(a) Residential Use. The residence sublots are restricted to single family residential use.

(b) Maintenance. All owners of a residence subplot shall be responsible for maintaining their residence and subplot in a clean, sanitary, workable and attractive condition.

(c) Offensive Conduct. No noxious or offensive activities shall be conducted within the Property. Nothing shall be done on or within the Property that may be or may become an annoyance or nuisance to the residents of the Property, or that in any way interferes with the quiet enjoyment of the occupants of residence sublots.

(d) Parking Restrictions. Unless otherwise permitted by the Board, no automobile shall be parked or left within the Property other than within a residence subplot driveway or garage. No boat, trailer, recreation vehicle, or camper shall be parked or left overnight within the Property. The Association may require removal of any inoperative vehicle, any unsightly vehicle, or any improperly parked or stored vehicle, and any other item or equipment improperly parked or stored on the driveways and parking areas located and situated in Elevation 6000 Townhomes. If the same are not removed after written notice, the Association may cause removal at the cost of the owner thereof.

(e) External Fixtures. No television or radio poles, antenna, flag poles, clotheslines, or other external fixtures other than those originally installed by Declarant or approved by the Board, shall be constructed, erected or maintained on or within the Property. Satellite dishes not to exceed eighteen inches (18") in diameter are permitted subject to prior Board approval of location and screening. External lights shall conform to the Ketchum Dark Sky Ordinance.

(f) Trash. Trash, garbage or other waste shall be kept only in sanitary containers. No owner shall permit or cause any trash or refuse to be kept on any portion of the Property other than receptacles customarily used for it, which shall be located in the owner's garage except on the scheduled day for trash pickup.

(g) Indemnification. Each owner shall be liable to the remaining owners for any damage to the exterior walls and roof of a residence that may be sustained by reason of the negligence of that owner, their tenants, guests or invitees, but only to the extent that any such damage is not covered by insurance. Owners, by acceptance of their deeds, agree for themselves and their tenants, guests and invitees, to indemnify each and every other owner, and to hold them harmless from, and to defend them against, any claim of any person for personal injury or property damage occurring within the residence subplot of that particular owner, unless the injury or damage occurred by reason of the negligence of any other owner or person temporarily visiting in said residence subplot or is fully covered by insurance.

(h) Taxes. All owners shall be obligated to pay any taxes or assessments assessed by the county assessor of Blaine County against their residence subplot and personal property.

(i) Interior. All owners shall keep the interior of their residence in a clean, sanitary and attractive condition and good state of repair.

(j) Enforcement. The failure of any owner to comply with any provision of this Declaration, or the Articles or Bylaws, shall give rise to a cause of action in the Association and any aggrieved owner for the recovery of damages or for injunctive relief, or both.

(k) Pets. Sublot owners may have three (3) disciplined household pets for each residence sublot, subject to rules and regulations adopted by the Board of Directors of the Association. The Association can prohibit the keeping of any pet that in the sole and exclusive opinion of the Board of Directors constitutes a nuisance to any other owner. Pets shall not be permitted to bark excessively or to run at large, and the sublot owner shall be required to clean up after their pet.

(l) Garages. Garages shall be used for parking vehicles, storage and workshop area only and shall not be converted for living or recreational activities or used for business purposes.

(m) Decks. Decks and balconies shall be kept in a clean, sanitary and attractive condition and shall be subject to Association rules and regulations.

#### 5. ELEVATION 6000 OWNERS ASSOCIATION.

(a) Every residence sublot owner shall be entitled and required to be a member of the Association. If title to a residence sublot is held by more than one (1) person, the membership related to that sublot shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which the title to the residence sublot is held. An owner shall be entitled to one (1) membership for each residence sublot owned. No person or entity other than an owner may be a member of the Association, and memberships of the Association may not be transferred except in connection with the transfer of a residence sublot.

(b) Powers. The Association shall have all the powers of a non-profit corporation organized under the general nonprofit corporation law of Idaho, subject only such limitations on the exercise of such powers as are set forth in the Articles, the Bylaws and this Declaration.

(c) Voting Rights. The Association shall have two (2) classes of voting membership: Class A: Class A members are all owners, with the exception of Declarant; provided, however, that Declarant shall become a Class A member when its Class B membership ceases as provided hereinafter. Each owner of a residence sublot is a Class A member entitled to cast one (1) vote for each residence sublot owned in Elevation 6000 Townhomes. Class B: Class B members shall be the Declarant, who shall be entitled to fifty percent (50%) of the votes of the Association during its ownership of any residence sublot.

(d) Control. The Association shall be responsible for the management and control of fencing and landscaping on residence sublots, the exterior residence walls and roofs, decks and balconies, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

(e) Management. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property.

(f) Rules and Regulations. The Association may make reasonable rules and regulations governing exterior residence walls and roofs, fences, decks and balconies, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may suspend any subplot owner's voting rights in the Association during any period or periods during which such owner fails to comply with such rules and regulations or any other obligations of such owner under this Declaration, provided, however, such suspension may not exceed sixty (60) days for any one infraction. The Association may also take judicial action against any owner to enforce compliance with such rules, regulations or other obligations, or to obtain damages for non-compliance, all to the extent permitted by law. In addition, the Association can assess monetary penalties not to exceed Fifty Dollars (\$50.00) for each day the violation continues after seven (7) days written notice, for any one violation against any owner or any other person entitled to exercise such rights and privileges for any violation of this Declaration or the Articles, Bylaws, Association Rules, or Board Resolutions. Each suspended or fined owner or other person can appeal such action by filing written notice of their intention to appeal with the Board. The action imposing such fine or suspension shall then become ineffective until the fine or suspension is unanimously approved by the Board at a regular or special meeting at which all Board members are present. The owner or other person can appear, be represented by counsel and be heard at the meeting.

(g) Implication. The Association may exercise any other right or privilege given to it by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

(h) Personal Liability. No member of the Board, or of any committee of the Association, or any officer of the Association, or any manager, or Declarant, or any agent of Declarant, shall be personally liable to any owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of any such person or entity, if such person or entity has, on the basis of such information as may be possessed by them, acted in good faith without willful or intentional misconduct.

## 6. ARCHITECTURAL CONTROL.

(a) Architectural Committee. The architectural committee shall be the Board of Directors of Elevation 6000 Owners, Inc., as constituted from time to time. The Board shall exercise its best judgment to see that all improvements, construction, landscaping, and alterations on the Property within Elevation 6000 Townhomes after development and completion by the Declarant,



conform and harmonize with the existing structures as to external design, materials, color and topography.

(b) Approval. After completion of the Elevation 6000 Townhomes by the Declarant, no improvements of any kind or any nature shall ever be altered, constructed, erected or permitted, nor shall any excavating, clearing or landscaping be done on any subplot within the Property unless the complete architectural plans and specifications for such alteration, construction or erection and landscaping are approved by the Board and City of Ketchum, if applicable, prior to the commencement of such work. The Board shall consider the materials to be used on the exterior features of said proposed improvements, including the exterior colors, harmony of external design with existing structures within Elevation 6000 Townhomes. Complete architectural plans and specifications for proposed improvements shall be submitted to the Board. In the event the Board fails to take any action within ninety (90) days after submission of the architectural plans and specifications, then all of such submitted architectural plans and specifications shall be deemed to be approved subject to this Declaration and supplemental declarations. In the event the plans are rejected by the Board, the party submitting such plans may appeal the matter at the next annual or special meeting of the members of the Association, where an affirmative vote of at least three-quarters (3/4) of the members at the meeting shall be required to change the decision of the Board and approve the plans.

## 7. ASSESSMENTS.

(a) Owners Covenant to Pay. Each owner of any residence subplot, by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with other residence subplot owners in Elevation 6000 Townhomes and with the Association to pay to the Association periodic assessments made by the Association for upkeep and maintenance of landscaping and fences on residence sublots and special assessments for the collective replacement of roofs, exterior painting of the buildings, capital improvements and other matters. The Declarant shall not be assessed periodic or special assessments on residence sublots under construction until such residences are completed and occupied.

(b) Expenses. The periodic assessment against all residence sublots shall be based upon advanced estimates by the Association to provide for the payment of estimated expenses growing out of or connected with the upkeep and maintenance of the exterior walls and roofs of residences and landscaping and fences on residence sublots, which estimates may include, among other things, expenses of management, taxes and special assessments, premiums for all insurance which the Association is required or permitted to maintain pursuant hereto, wages for Association employees, legal and accounting fees, garbage removal, any deficit remaining from a previous period, the creation of a reasonable contingency reserve, surplus and/or sinking funds, and any other expenses and liabilities which may be incurred by the Association for the benefit of the owners under or by reason of this Declaration.

(c) Payment. The Association shall make periodic assessments, which assessments shall be annually, quarterly, or monthly, as the Association shall from time to time determine. Notice for payment of assessments shall be given to each owner, which notice shall specify the amount of the assessment and the date or dates of payment of the same. No payment shall be due less than fifteen (15) days after said written notice has been given. Each periodic assessment shall bear interest at the Idaho judgment rate of interest or such other interest rate as the Board may determine by resolution from time to time, after the assessment becomes due and payable, if not paid within thirty (30) days after such date. Failure of the Association to give notice of the assessment shall not affect the liability of the owner of any subplot for such assessment, but the date when payment shall become due in such case shall be deferred to a date fifteen (15) days after such notice shall have been given.

(d) Special Assessments. The Association may levy at any time a special assessment payable over such a period as the Association may determine, for the purpose of paying the cost of any painting of exterior walls or replacement of roofs of the residence sublots, or for any other expense incurred or to be incurred as provided in this Declaration. Any amounts assessed pursuant hereto shall be assessed to owners in the same manner as provided in paragraph 7 (Assessments) hereinabove. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the owners, and no payment shall be due less than fifteen (15) days after such notice shall have been given. A special assessment shall have the assent of three-quarters (3/4) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments that affect all residence sublots shall be fixed at a uniform rate for all residence sublots.

8. LIEN FOR ASSESSMENTS. All sums assessed to any residence subplot, together with interest thereon as provided herein, shall automatically create a lien on such residence subplot in favor of the Association. Such a lien shall be superior to all other liens and encumbrances on such residence subplot except only for:

(a) Valid tax and special assessment liens on the residence subplot in favor of any governmental assessing authority;

(b) A lien for all sums unpaid on the first deed of trust or mortgage or on any deed of trust or mortgage to Declarant, duly recorded in Blaine County, Idaho, including all unpaid obligatory advances to be made pursuant to such deed of trust and secured by the lien thereof in accordance with the terms of such instrument; and

(c) Labor and materialmen's liens to the extent required by law.

To foreclose a lien for sums assessed pursuant to this article, the Association may prepare a written notice of assessment, the date due, the amount remaining unpaid, the name of the record owner of the residence subplot and a description of the residence subplot. Such a notice shall be signed by the Association or its agent and may be recorded in the office of the county recorder. No notice

of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by the sale of the residence subplot by the Association after failure of the owner to pay such an assessment in accordance with its terms, such sale to be conducted in the manner provided by law in Idaho for the exercise of power of sale in deeds of trust or in any other manner permitted by law. In any such foreclosure, the owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The owner shall also be required to pay to the Association any assessments against the residence subplot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded with the county recorder upon payment of all sums secured by a lien which has been made subject of the recorded notice of assessment.

Unless sooner satisfied or released or the enforcement thereof initiated as provided in this section, any notice of assessment created pursuant to this section shall expire and be of no further force and effect, one (1) year from the date of recording of said notice of assessment; provided, however that said one (1) year period may be extended by the Association for a period not to exceed one (1) additional year by a written extension signed by the Association or its agent and recorded in the office of the county recorder, prior to the expiration of the said first one (1) year period.

The amount of any periodic or special assessment against any residence subplot shall be the personal obligation of the owner thereof to the Association. Suit to recover a money judgment for such personal obligation may be maintainable by the Association without foreclosure or waiver of the lien securing the same.

Upon payment of a reasonable fee, as the Board may determine by resolution from time to time, and upon written request of any owner or any deed of trust beneficiary or mortgage holder or prospective purchaser, the Association shall issue a written statement setting forth the amount of unpaid assessments, the assessment amount and the date that such assessment becomes or became due, credit for advance payments or prepaid items, which statement shall be conclusive upon the Association in favor of the persons who rely thereon in good faith.

Subject to the preceding paragraph, a purchaser of a residence subplot shall be jointly and severally liable with the seller for all unpaid assessments against the residence subplot up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

## 9. AMENDMENT.

(a) Before Close of First Sale. Before the close of the first sale of a residence subplot on the Property to a purchaser other than Declarant, this Declaration and any amendments to

it may be amended in any respect or revoked by the execution by Declarant and any mortgagee of record of an instrument amending or revoking the Declaration.

(b) After Close of First Sale. After the close of the first sale of a residence subplot on the Property to a purchaser other than Declarant, this Declaration, the Articles or the Bylaws, may be amended or revoked in any respect by a vote or written consent of the holders of not less than a majority of the voting rights. Also, if the consent or approval of a mortgagee or other person, firm, agency or entity is required under this Declaration with respect to any amendment or revocation of any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained.

(c) Reliance. Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

#### 10. INSURANCE.

(a) Owners Insurance. The residence subplot owners shall obtain and be responsible for insurance on their residence subplot in such amounts as shall provide for full replacement thereof in the event of damage or destruction from the casualty against which such insurance is obtained. Such insurance shall include fire and extended coverage, vandalism, and malicious mischief.

Further, residence subplot owners shall provide coverage on their personal property (contents insurance), for their personal liability and covering such other risks as they deem appropriate. Resident subplot owners shall provide the Association with a current copy of their certificate of insurance from time to time showing compliance with this paragraph 10(a).

(b) Public Liability and Property Damage Insurance. The Association shall purchase broad form comprehensive liability coverage with respect to the Property in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Property.

(c) Workman's Compensation and Employer's Liability Insurance. The Association shall purchase workman's compensation and employer's liability insurance and all other similar insurance in respect of employees of the Association in the amounts and in the forms now or hereafter required by law. Independent contractors shall provide evidence of workman's compensation and employer's liability insurance.

(d) Fidelity Insurance. The Association shall purchase, in such amounts and in such forms, as it shall deem appropriate, coverage against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

(e) Other. The Association may obtain insurance against such other risk, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Property, including directors and officers errors and omissions, if any personal property of the Association located thereon.

11. PARTY WALLS. Walls and roof structures situated on subplot lot lines are hereby declared to be party walls between adjoining residence sublots, and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto.

(a) Maintenance. The cost of maintaining each party wall shall be borne equally by the residence owners on either side of said wall.

(b) Damage to Party Wall. In the event of damage or destruction of said party wall from any cause, other than the negligence of either residence subplot owner or their tenants or guests, then the residence subplot owners shall, at their joint expense, repair and rebuild said wall, and each party shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to our destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay their share or all of such costs in the case of negligence, the other party may have the wall repaired and restored and shall be entitled to have a mechanic's lien on the residence subplot of the party so failing to pay for the amount of such defaulting party's share of the repair or replacement costs.

(c) Repair. Either party or the Association shall have the right to break through the party wall for the purpose of repairing or restoring utilities within the wall, subject to the obligation to restore the wall to its previous structural and aesthetic condition, at their own expense and the payment to the adjoining owner of any damages caused thereby.

(d) Easement. Neither party shall alter or change said party walls in any manner, interior decoration excepted, and said party walls shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that party of the premises of the other on which said party wall is located for party wall purposes.

(e) Right to Contribution. The right of any owner to contribution from any other owner under this Paragraph 11 shall be appurtenant to the land and shall pass to such owner's successors in title.

(f) Arbitration. In case of a dispute or disagreement regarding the party wall, that cannot be resolved by the parties, the disputed matter or matters shall be referred to three (3) disinterested parties, one (1) chosen by each side, and those two (2) to choose another. The decision in writing signed by any two (2) shall be final.

12. TERM OF DECLARATION. This Declaration shall run with the land and shall continue in full force and effect for a period of fifty (50) years from the date on which this Declaration is executed. After that time, this Declaration and all covenants, conditions, restrictions and other provisions shall be automatically extended for successive ten (10) year periods, unless this Declaration is revoked by an instrument executed by subplot owners and their respective institutional first mortgagees of not less than seventy-five percent (75%) interest in the Property and recorded in the office of the Blaine County Recorder.

13. DESTRUCTION OF IMPROVEMENTS.

(a) Destruction. If there is a total or partial destruction of a residence on the Property, the residence shall be promptly rebuilt in accordance with original specifications by the owner of the residence subplot.

(b) Reconstruction. The Board is expressly empowered to levy a special assessment against a specific residence subplot for the cost of repairing and reconstructing improvements if the residence subplot owner fails to promptly reconstruct the residence within a reasonable time.

14. PROTECTION OF MORTGAGEES.

(a) Mortgage Permitted. Owners may encumber their residence sublots with a mortgage.

(b) Subordination. Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any first mortgage that encumbers all or a portion of the Property, or any residence subplot, made in good faith and for value, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of such mortgage unless the mortgagee expressly subordinates his interest, in writing, to such lien. If any residence subplot is encumbered by a first mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this Declaration for assessments, or installments of assessments, shall not operate to affect or impair the lien of the mortgage. On foreclosure of the mortgage, the lien for assessments, or installments, that has accrued up to the time of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure purchaser taking title to the installments, that has accrued up to the time of the foreclosure sale. On taking title to the residence subplot the foreclosure purchaser shall only be obligated to pay assessments or other charges levied or assessed by the Association after the foreclosure purchaser acquired title to the residence subplot. The subsequently levied assessments provided all owners, including the foreclosure purchaser and their successors and assigns are required to pay their proportionate share as provided in this section.

(c) Amendment. The prior written consent of seventy-five percent (75%) of the holders of all first mortgages (based upon one vote for each mortgage held) shall be required for any material amendment to this Declaration, to the Articles or to the By-Laws. As used in this

paragraph, the term “any material amendment” is defined to mean amendments to provisions of this Declaration, to the Articles or to the By-Laws governing the following subjects:

- (i) The purpose for which the Property may be used;
- (ii) Voting;
- (iii) Assessments, collection of assessments, creating and subordination of assessment liens;
- (iv) Any provision, which by its terms is specifically for the benefit of first mortgagees, or specifically confers rights on the first mortgagees.

(d) Right to Examine Books and Records. First mortgagees can examine the books and records of the Association or the residence Property and can require the submission of financial data concerning the Association or the Property, including annual audit reports and operating statements as furnished to the owners.

(e) Distribution of Insurance and Condemnation Proceeds. No owner, or any other party, shall have priority over any right of first mortgagees of residence sublots pursuant to their mortgages in case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a taking of sublots or common area. Any provision to the contrary in this Declaration or in the By-Laws or other documents relating to the Property is to such extent void. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses acceptable to the affected first mortgagees naming the mortgagees, as their interests may appear.

(f) Foreclosure. If any residence subplot is encumbered by a mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this Declaration for assessments, or installments of assessments, shall not operate to affect or impair the lien of mortgage. On foreclosure of the mortgage, the lien for assessments, or installments, that has accrued up to the time of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure purchaser taking title to the residence subplot free of the lien for assessments, or installments, that has accrued up to the time of the foreclosure sale. On taking title to the residence subplot, the foreclosure purchaser shall only be obligated to pay assessments or other charges levied or assessed by the Association after the foreclosure purchaser acquired title to the residence subplot. The subsequently levied assessments or other charges may include previously unpaid assessments provided all owners, including the foreclosure purchaser, and his successors and assigns are required to pay their proportionate share as provided in this paragraph.

15. AVALANCHE ZONE. The Property is situated within the Avalanche Zoning District as provided by Ketchum Zoning Code, Title 17, Chapter 17.92 and the Property is subject to and bound by the terms and provisions thereof.

16. GENERAL PROVISIONS.

(a) Headings. The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

(b) Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provisions or portions of it shall not invalidate any other provisions.

(c) Cumulative Remedies. Each remedy provided for in this Declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver thereof.

(d) Violations as Nuisance. Every act or omission in violation of the provisions of this Declaration shall constitute a nuisance and, in addition to all other remedies herein set forth, may be abated or enjoined by any owner, any member of the Board, the manager, or the Association.

(e) Access to Books. Owners may, at any reasonable time and upon reasonable notice to the Board or manager at their own expense, cause an audit or inspection to be made of the books and financial records of the Association.

(f) Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.

(g) Notification of Sale of Residence Sublot. Concurrently with the consummation of the sale of any residence sublot under circumstances whereby the transferee becomes an owner thereof, or within ten (10) business days thereafter, the transferee shall notify the Board in writing of such sale. Such notification shall set forth the name of the transferee, the mortgagee and the transferor, the common address of the residence sublot purchased by the transferee, the transferee's and the mortgagee's mailing address, the date of sale, the amount of such mortgages and the recording information pertinent to identify the same. Prior to the receipt of such notification, any and all communications required or permitted to be given by the Association, the Board or the manager shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor. Mailing addresses may be changed at any time upon written notification to the Board. Notices shall be deemed received forty-eight (48) hours after mailing if mailed to the transferee, or to his transferor if the Board has received no notice of transfer as above provided, by certified mail, return receipt request, at the mailing address above specified. Notices shall also be deemed received twenty-four (24) hours after being sent by telegram or upon personal delivery to any occupant of a residence sublot over the age of eighteen (18) years.

(h) Number; Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.



(i) Exhibits. All exhibits referred to are attached to this Declaration and incorporated by reference.

(j) Easements Reserved and Granted. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in a deed to any residence subplot.

(k) Binding Effect. This Declaration shall inure to the benefit of and be binding on the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, tenants, successors and assigns of the owners.

IN WITNESS WHEREOF, the Declarant has executed this instrument on this 27<sup>th</sup> day of September, 2010.

DECLARANT:

ELEVATION 6000, LLC

By Corneil Therrien  
Corneil Therrien, Member

By Edgar W. Fenwick  
Edgar W. Fenwick, Member

By \_\_\_\_\_  
William A. Lee, Member

By \_\_\_\_\_  
Lynda M. Sanders, Member

(i) Exhibits. All exhibits referred to are attached to this Declaration and incorporated by reference.

(j) Easements Reserved and Granted. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in a deed to any residence subplot.

(k) Binding Effect. This Declaration shall inure to the benefit of and be binding on the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, tenants, successors and assigns of the owners.

IN WITNESS WHEREOF, the Declarant has executed this instrument on this 30 day of SEPTEMBER, 2010.

DECLARANT:

ELEVATION 6000, LLC

By Corneil Therrien  
Corneil Therrien, Member

By Edgar W. Fenwick  
Edgar W. Fenwick, Member

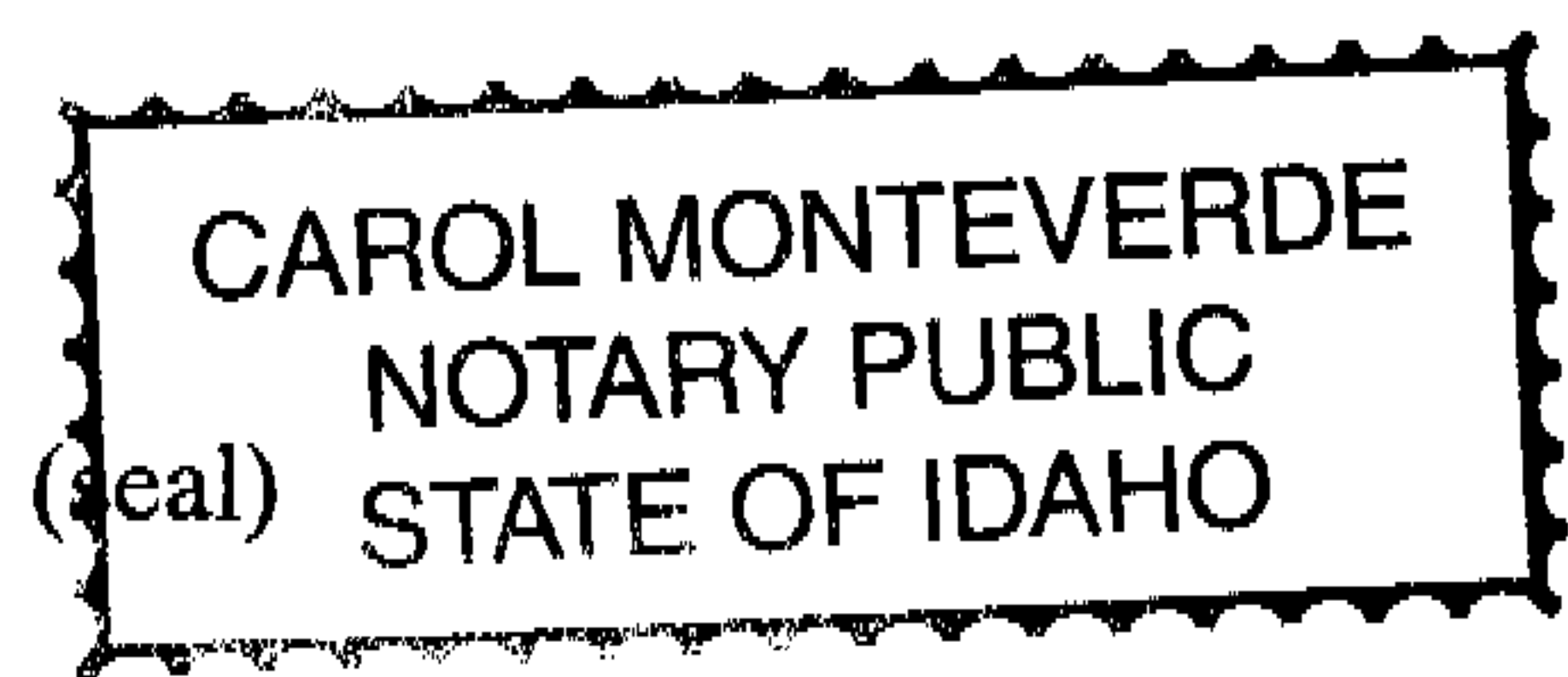
By William A. Lee  
William A. Lee, Member

By Lynda M. Sanders  
Lynda M. Sanders, Member

STATE OF IDAHO )  
 ) ss.  
County of BLAINE )

On this 27<sup>th</sup> day of September, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Corneil Therrien, and known to me to be the person whose name is subscribed to the within instrument as a member of Elevation 6000, LLC, and acknowledged to me that she subscribed the same on behalf of said company.

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

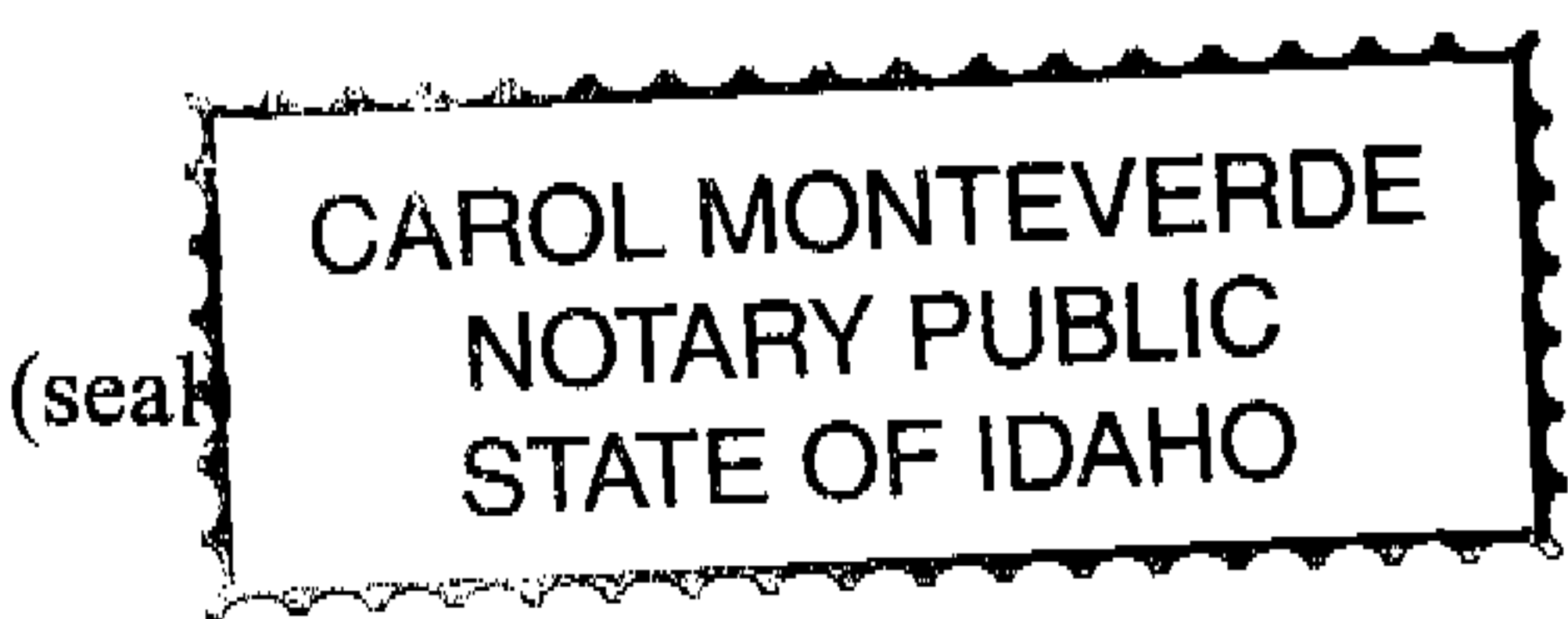


Carol Monteverde  
NOTARY PUBLIC for Idaho  
Residing at Hailey, Idaho  
Commission Expires 08-31-2013

STATE OF IDAHO )  
 ) ss.  
County of BLAINE )

On this 27<sup>th</sup> day of September, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Edgar W. Fenwick, and known to me to be the person whose name is subscribed to the within instrument as a member of Elevation 6000, LLC, and acknowledged to me that he subscribed the same on behalf of said company.

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

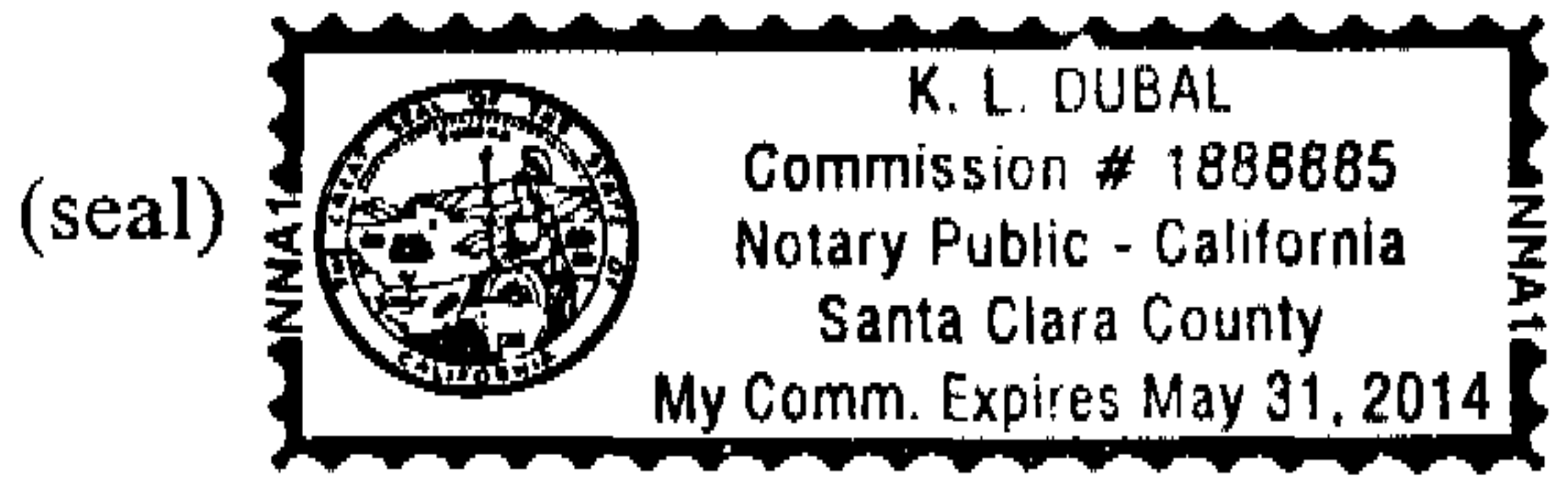


Carol Monteverde  
NOTARY PUBLIC for Idaho  
Residing at Hailey, Idaho  
Commission Expires 08-31-2013

STATE OF California )  
 ) ss.  
County of Santa Clara )

On this 30 day of sept, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared William A. Lee, and known to me to be the person whose name is subscribed to the within instrument as a member of Elevation 6000, LLC, and acknowledged to me that he subscribed the same on behalf of said company.

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

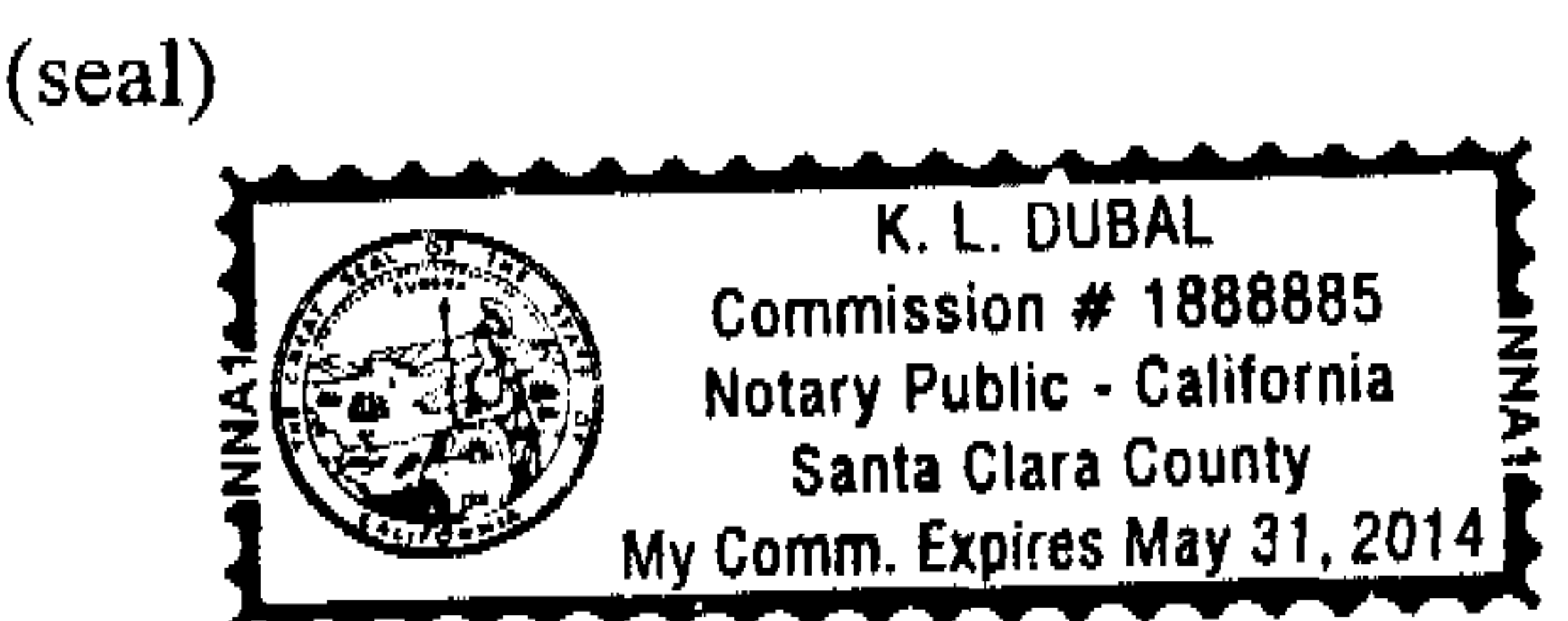


[Signature]  
NOTARY PUBLIC for CA  
Residing at Santa Clara County  
Commission Expires 5/31/2014

STATE OF California )  
 ) ss.  
County of Santa Clara )

On this 30<sup>th</sup> day of sept, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Lynda M. Sanders, and known to me to be the person whose name is subscribed to the within instrument as a member of Elevation 6000, LLC, and acknowledged to me that she subscribed the same on behalf of said company.

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



[Signature]  
NOTARY PUBLIC for CA  
Residing at Santa Clara County  
Commission Expires 5/31/2014

**EXHIBIT A**  
**(ARTICLES OF INCORPORATION)**

**FILED EFFECTIVE** 10 SEP 27 AM 8:40

**ARTICLES OF INCORPORATION  
OF  
ELEVATION 6000 OWNERS, INC.**

SECRETARY OF STATE  
STATE OF IDAHO

The undersigned, acting as incorporator of a corporation under the Idaho Nonprofit Corporation Act, adopts the following Articles of Incorporation.

ARTICLE I

The name of the corporation is Elevation 6000 Owners, Inc., hereinafter called "Association".

ARTICLE II

The initial location and principal office of the Association is 131 Warm Springs Road, Ketchum, Idaho 83340, and the post office address is Post Office Box 828, Ketchum, Idaho 83340. The initial registered agent of the Association is Edgar W. Fenwick.

ARTICLE III

The incorporator and his address are as follows:

Edgar W. Fenwick, Post Office Box 828, Ketchum, Idaho, 83340.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the exterior and roofs of residential units and common area within that certain tract of property known as Elevation 6000 Owners, City of Ketchum, Blaine County, Idaho, and to promote the health, safety and welfare of the occupants within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for the purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions of Elevation 6000 Owners, and any supplemental Declaration, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Blaine County Recorder and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and

ARTICLES OF INCORPORATION OF ELEVATION 6000 OWNERS, INC.

IDAHO SECRETARY OF STATE  
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188606

all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, held, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money and with the assent of two-thirds (2/3) of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by three-fourths (3/4) of the members agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property and common area; and

(g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-profit Corporation Law of the State of Idaho by law may now or hereafter have or exercise.

Under no circumstances shall the income of the Association be distributed to the members, directors and officers. The assets of the Association after all creditors have been paid shall be distributed prorata to its members on dissolution.

## ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any residence subplot or unit which is subject by the Declaration to assessment by the Association, including contract sellers who retain fee title, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any residence subplot or unit which is subject to assessment by the Association.

## ARTICLE VI VOTING RIGHTS

The members of the Association shall have the voting rights as set forth in the Bylaws of the Association.

**ARTICLE VII**  
**BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of three (3) Directors. The number of Directors may be changed by amendment of the Bylaws of the Association. The Bylaws may be changed by amendment to provide that the Directors must be members of the Association.

The initial Directors of the Association and their addresses are as follows: Corneil Therrien, Post Office Box 828, Ketchum, Idaho 83340; William A. Lee, 749 Anderson Drive, Los Altos, California 94024; and Lynda M. Sanders, 749 Anderson Drive, Los Altos, California 94024.

**ARTICLE VIII**  
**DISSOLUTION**

The Association may be dissolved as provided by law.

**ARTICLE IX**  
**DURATION**

The Association shall exist perpetually.

**ARTICLE X**  
**AMENDMENTS**

Amendments of these Articles shall require the assent of two-thirds (2/3) of the Association members.

**ARTICLE XI**  
**LIABILITY**

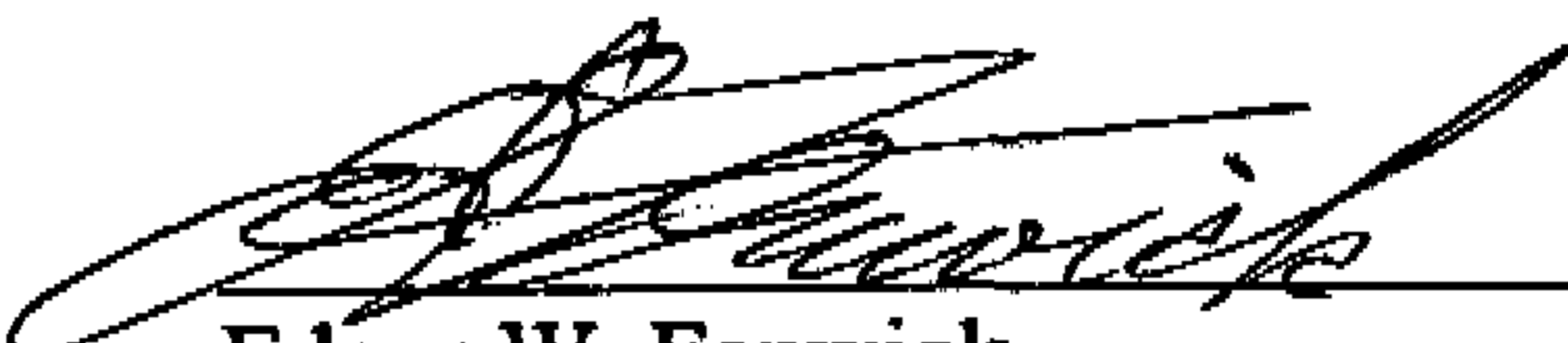
The personal liability of a director to the Association or its members for monetary damages for breach of fiduciary duty as a director is eliminated except as follows:

1. For any breach of the director's duty of loyalty to the Association or its members.
2. From acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law.
3. Provided for under Section 30-1-48, Idaho Code, as may be amended or renumbered from time to time.



4. For any transaction from which the director derived an improper personal benefit.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Idaho, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 24 day of Sept, 2010.

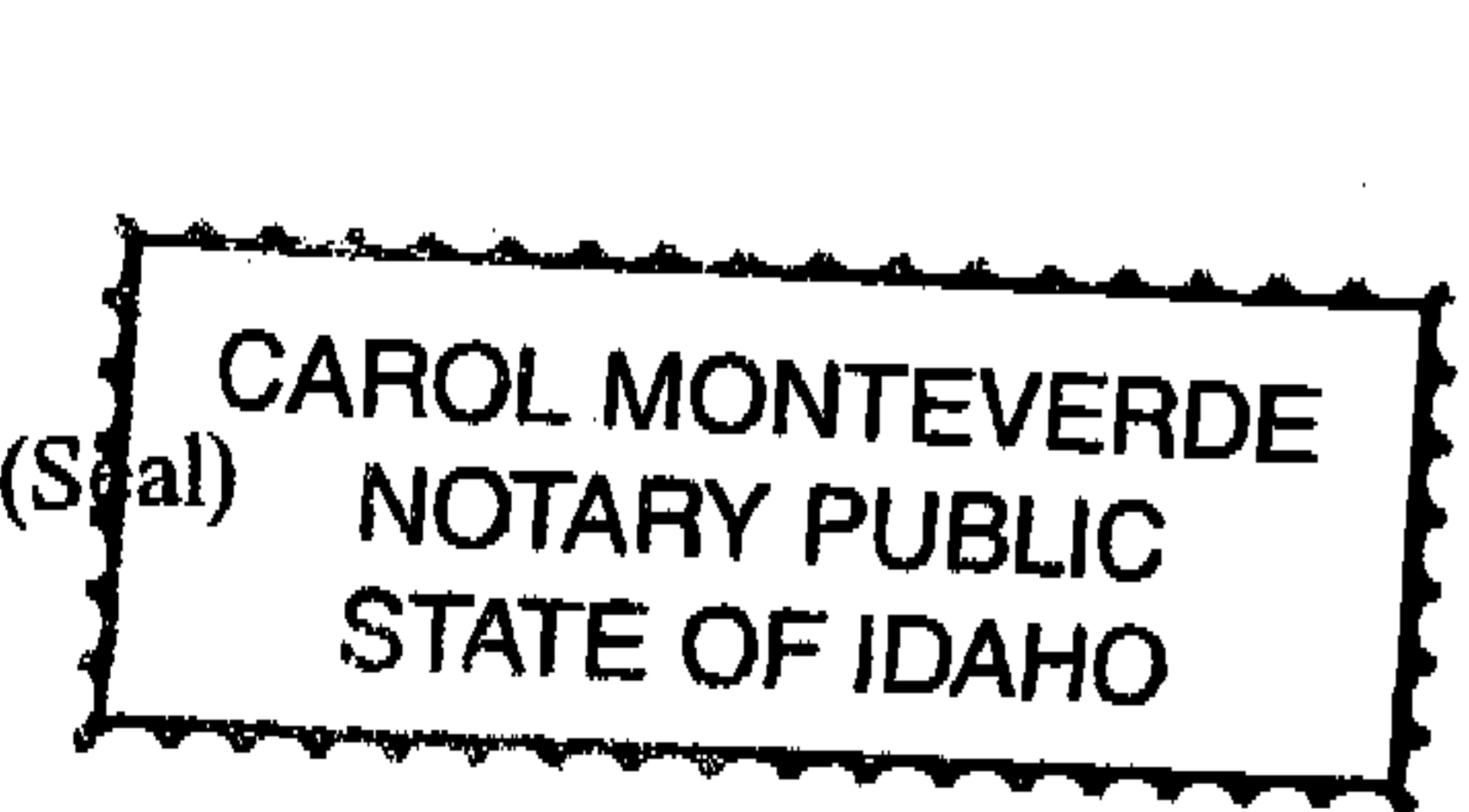
  
Edgar W. Fenwick


ACKNOWLEDGMENT

STATE OF Idaho )  
County of Blaine ) ss.

On this 24<sup>th</sup> day of September, 2010, before me, a Notary Public in and for said State, personally appeared Edgar W. Fenwick, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



  
NOTARY PUBLIC for Idaho  
Residing at Hailey Idaho  
Commission expires: 08-31-2013

**EXHIBIT B**  
**(BYLAWS)**

**BYLAWS  
OF  
ELEVATION 6000 OWNERS, INC.**

**ARTICLE I - OFFICES**

The principal office of the association in the State of Idaho shall be located in the City of Ketchum, County of Blaine. The association may have such other offices, either within or without the state of incorporation as the Board of Directors may designate or as the business of the association may from time to time required

The registered office of the association required by the Idaho Nonprofit Corporation Act to be maintained in the State of Idaho may be, but need not be, identical with the principal office in the State of Idaho, and the address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE II - MEMBERS**

**1. ANNUAL MEETING.**

The annual meeting of the members shall be scheduled as agreed by a majority of the members, beginning with the year 2011, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the date fixed for the annual meeting shall be a legal holiday such meeting shall be held on the next succeeding business day.

**2. SPECIAL MEETINGS.**

Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or by the directors, and shall be called by the president at the request of the members of not less than twenty-five percent (25%) of all the outstanding membership interests of the Association entitled to vote at the meeting.

**3. PLACE OF MEETING.**

The directors may designate any place, either within or without the state unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place either within or without the state unless otherwise prescribed by statute, as the place for holding such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Association.

#### 4. NOTICE OF MEETING.

Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fourteen (14) nor more than twenty-eight (28) days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer or persons calling the meeting, to each member of record entitled to vote at such Meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his or her address as it appears on the membership books of the association, with postage thereon prepaid.

#### 5. QUORUM.

At any meeting of members, any two (2) members of the association entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than said number of members are represented at a meeting, the member so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

#### 6. PROXIES.

At all meetings of members, a member may vote by proxy executed in writing by the member or by his or her duly authorized attorney in fact. Such proxy shall be filed with the secretary of the association before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution. Each proxy shall be revocable at the pleasure of the member who executed it.

#### 7. VOTING.

Members shall be all owners, with the exception of Declarant, and shall be entitled to one (1) vote for each residential subplot owned. When more than one (1) person holds an interest in any residential subplot, all such persons shall be members. The vote for such residential subplot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any residential subplot.

#### 8. ORDER OF BUSINESS.

(a) The order of business at all meetings of the members shall be as follows:

- (1) Roll call.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of officers.

- (5) Reports of committees.
- (6) Election of directors.
- (7) Unfinished business.
- (8) New business.

(b) Informal Action by Members. Unless otherwise provided by law, any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

## 9. CUMULATIVE VOTING.

At each election for directors every member entitled to vote at such election shall have the right to vote, in person or by proxy, the number of memberships owned by him or her for as many persons as there are directors to be elected, and for whose election he or she has a right to vote, or to cumulate his or her votes by giving one candidate as many votes as the number of such directors multiplied by the number of his or her memberships shall equal, or by distributing such votes on the same principal among any number of such candidates.

## ARTICLE III - BOARD OF DIRECTORS

### 1. GENERAL POWERS.

The business and affairs of the association shall be managed by its Board of Directors. The directors shall in all cases act as a Board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the association, as they may deem proper, not inconsistent with these bylaws and the laws of this state.

### 2. NUMBER, TENURE AND QUALIFICATIONS.

The number of directors of the association shall be three (3). Each director shall hold office until the next annual meeting of members and until his or her successor shall have been elected and qualified.

### 3. REGULAR MEETINGS.

A regular meeting of the directors shall be held without other notice than this bylaw immediately after and at the same place as the annual meeting of members. The directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

#### 4. SPECIAL MEETINGS.

Special meetings of the directors may be called by or at the request of the president or any director. The person or persons authorized to call special meetings of the directors may fix the place for holding any special meeting of the directors called by them.

#### 5. NOTICE.

Notice of any special meeting shall be given at least seven (7) days previously thereto by written notice delivered personally or by telegram or mailed to each director at his or her business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

#### 6. QUORUM.

At any meeting of the directors a majority shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

#### 7. MANNER OF ACTING.

The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the directors.

#### 8. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the Board for any reason except the removal of directors without cause may be filled by a vote of a majority of the directors then in office, although less than a quorum exists. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the members. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his or her predecessor.

#### 9. REMOVAL OF DIRECTORS.

Any or all of the directors may be removed for cause by vote of the members or by action of the Board. Directors may be removed without cause only by vote of the members.

## 10. RESIGNATION.

A director may resign at any time by giving written notice to the Board, the president or the secretary of the association. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

## 11. COMPENSATION.

By resolution of the Board of Directors, each director may be paid his or her expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as director of a fixed sum for attendance at each meeting of the Board of Directors, or both. No such payment shall preclude any director from serving the association in any other capacity and receiving compensation therefor.

## 12. PRESUMPTION OF ASSENT.

A director of the association who is present at a meeting of the directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

## 13. EXECUTIVE AND OTHER COMMITTEES.

The Board, by resolution, may designate from among its members an executive committee and other committees, each consisting of two (2) or more directors. Each such committee shall serve at the pleasure of the Board.

## ARTICLE IV - OFFICERS

### 1. NUMBER.

The officers of the association shall be a president, a vice-president, and a secretary/treasurer, each of whom shall be elected by the directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the directors.

### 2. ELECTION AND TERM OF OFFICE.

The officers of the association to be elected by the directors shall be elected annually at the first meeting of the directors held after each annual meeting of the members. Each officer shall hold

office until his successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

### 3. REMOVAL.

Any officer or agent elected or appointed by the directors may be removed by the directors whenever in their judgment the best interests of the association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

### 4. VACANCIES.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the directors for the unexpired portion of the term.

### 5. PRESIDENT.

The president shall be the principal executive officer of the association and, subject to the control of the directors, shall in general supervise and control all of the business and affairs of the association. He or she shall, when present, preside at all meetings of the members and of the directors. He or she may sign, with the secretary or any other proper officer of the association thereunto authorized by the directors, certificates for shares of the association, any deeds, mortgages, bonds, contracts, or other instruments which the directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the directors or by these bylaws to some other officer or agent of the association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the directors from time to time.

### 6. VICE-PRESIDENT.

In the absence of the president or in the event of his or her death, inability or refusal to act, the vice-president shall perform the duties of the president, and when so acting shall have all the powers of and be subject to all the restrictions upon the president. The vice-president shall perform such other duties as from time to time may be assigned to him or her by the president or by the directors.

### 7. SECRETARY.

The secretary shall keep the minutes of the members, and of the directors' meetings in one or more books provided for that purpose, see all notices are duly given in accordance with the provisions of these bylaws or as required, be custodian of the corporate records and of the seal of the association and keep a register of the post office address of each member which shall be furnished to the secretary by such member, have general charge of the stock transfer books of the association and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the directors.



## 8. TREASURER.

If required by the directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the directors shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the association, receive and give receipts for moneys due and payable to the association from any source whatsoever, and deposit all such moneys in the name of the association in such banks, trust companies or other depositories as shall be selected in accordance with these bylaws and in general perform all of the duties as from time to time may be assigned to him or her by the president or by the directors.

## ARTICLE V - CONTRACTS, LOANS, CHECKS AND DEPOSITS

### 1. CONTRACTS.

The directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the association, and such authority may be general or confined to specific instances.

### 2. LOANS.

No loans shall be contracted on behalf of the association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the directors. Such authority may be general or confined to specific instances.

### 3. CHECKS, DRAFTS, ETC.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the association shall be signed by such officer or officers, agent or agents of the association and in such manner as shall from time to time be determined by resolution of the directors.

### 4. DEPOSITS.

All funds of the association not otherwise employed shall be deposited from time to time to the credit of the association in such banks, trust companies or other depositories as the directors may select.

## ARTICLE VI - ACCOUNTING YEAR

The accounting year of the association shall begin on the first day of January of each year.

ARTICLE VII - WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any member or director of the association under the provisions of these bylaws or under the provisions of the articles of incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

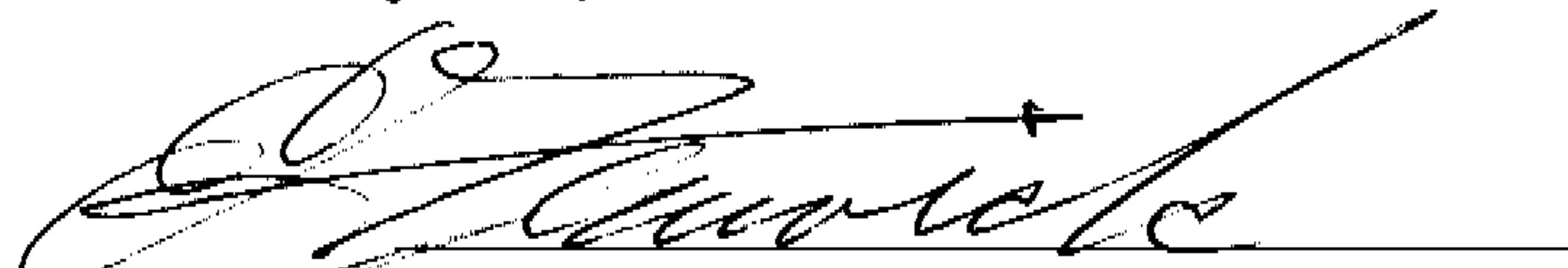
ARTICLE VIII - AMENDMENTS

These bylaws may be altered, amended or repealed and new bylaws may be adopted by a vote of the members representing a majority of all the membership shares issued and outstanding, at any annual members' meeting or at any special members' meeting when the proposed amendment has been set out in the notice of such meeting.

ARTICLE IX - INDEMNIFICATION OF  
DIRECTORS, OFFICERS AND OTHER PERSONS

The association shall indemnify, to the fullest extent permitted by law, any person who is made, or threatened to be made, a party to an action, suit or proceeding (whether civil, criminal, administrative or investigative), by reason of the fact that he or she is or was a director, officer or employee of the association or serves any other enterprise at the request of the association.

DATED this 19 day of Oct, 2010.

  
 Secretary

\_\_\_\_\_  
Director

ARTICLE VII - WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any member or director of the association under the provisions of these bylaws or under the provisions of the articles of incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VIII - AMENDMENTS

These bylaws may be altered, amended or repealed and new bylaws may be adopted by a vote of the members representing a majority of all the membership shares issued and outstanding, at any annual members' meeting or at any special members' meeting when the proposed amendment has been set out in the notice of such meeting.

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DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

  
\_\_\_\_\_  
Director

\_\_\_\_\_  
Secretary

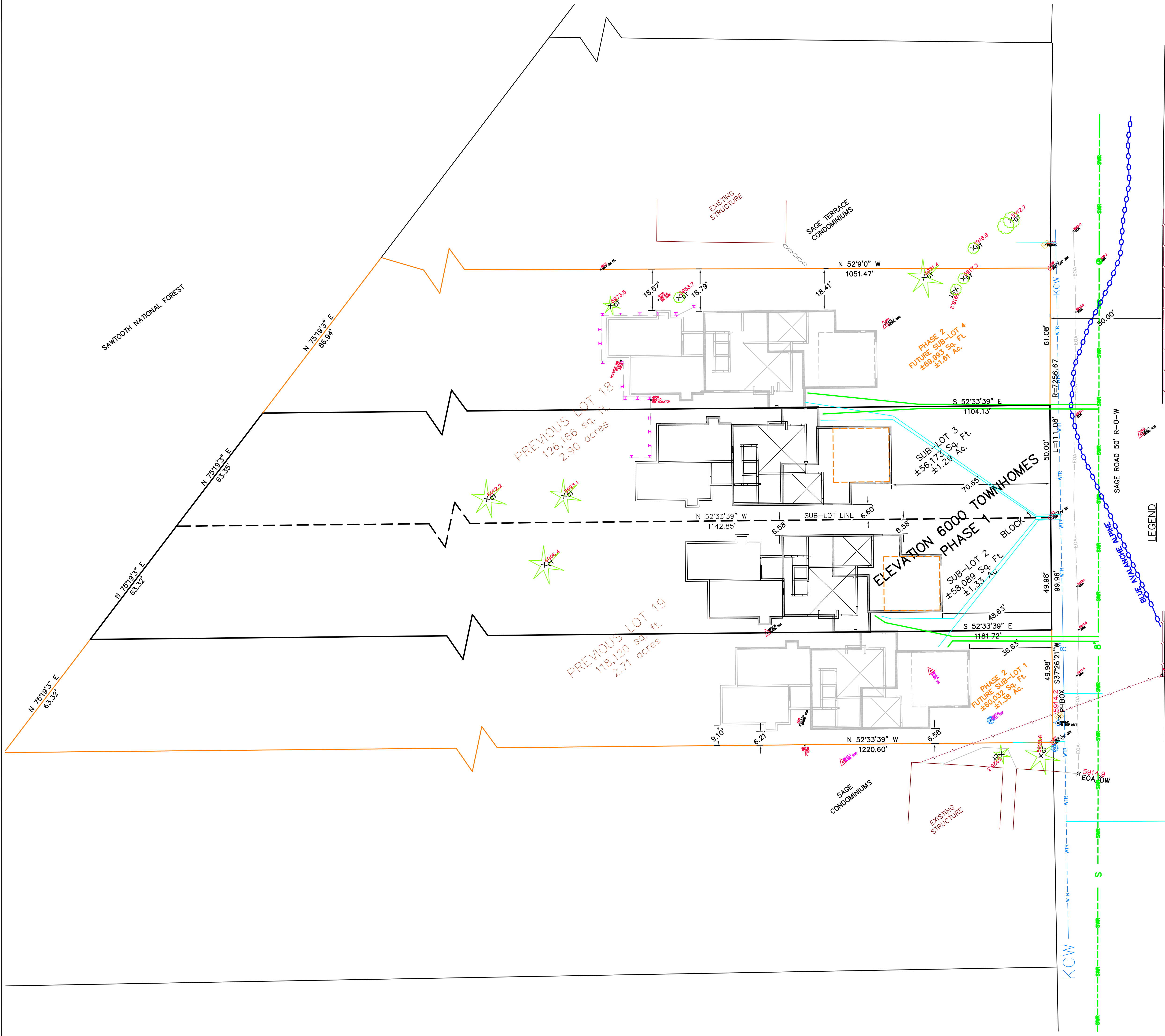
**EXHIBIT C**

Elevation 6000 Townhomes - Sublot Numbers, Phases, Street Address and Common Expenses.

<b>Sublot Numbers</b>	<b>Phases</b>	<b>Street Addresses</b>	<b>Common Expenses</b>
1	II	312A Sage Road	1/4
2	I	312B Sage Road	1/4
3	I	314A Sage Road	1/4
4	II	314B Sage Road	1/4

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**Attachment B.**  
**Approved Preliminary Plat, dated March 12, 2009**

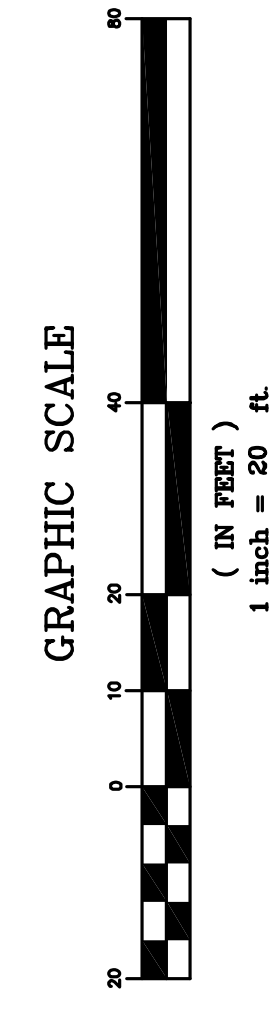


**LEGEND**

- Boundary Line
- Phase 1 Lot Line
- Phase 2 Property Line
- Adjoiner's Lot Line
- Building/Structure Line
- KSW Water Line
- KSW Water Service Line
- KSW Sewer Line
- KSW Sewer Service Line
- Blue Avalanche Line as Shown
- Overhead Power & Cable Line
- EOA = Edge of Asphalt Line
- Garage Area
- ENTRL = Survey Control
- FND 1/2" = Found 1/2" Rebar
- PHBOX = Telephone Riser
- FH = Fire Hydrant
- Well
- DT = Deciduous Tree
- CT = Coniferous Tree
- H-File
- SMH = Sewer Manhole
- Break Line

**NOTES**

- 1). BASIS OF BEARINGS IS GRID NORTH PER IDAHO STATE PLANE COORDINATE SYSTEM NAD83(1992) PER BLAINE COUNTY GIS. CONVERGENCE ANGLE IS -0'15"50". DISTANCES SHOWN ARE GRID. COMBINED SCALE FACTOR IS 0.9999681. GROUND DISTANCES WILL BE SLIGHTLY LONGER. VERTICAL DATUM IS NAVD88.
- 2). SEWER AND WATER LOCATION PER CITY MAPS.
- 3). CURRENT ZONING IS GR-L. SUBJECT PROPERTIES LIE WITHIN THE CITY OF KETCHUM'S AVALANCHE ZONE DISTRICT AND MOUNTAIN OVERLAY ZONING DISTRICT.
- 4). OWNER/DEVELOPER IS ELEVATION 6000, LLC, PO BOX 828, KETCHUM, ID 83340.



PROJECT PATH AND PRINT DATE  
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REVISIONS	NO	DATE	BY

Alpine Enterprises Inc.  
 Surveying, Mapping and Natural Hazards Consulting  
 280 Rivers St., E., Lower Level  
 P.O. Box 2037, Ketchum, ID 83340 USA  
 (208) 727-1988 727-1987 fax  
 email: alpine7@mindspring.com

A PRELIMINARY PLAT SHOWING  
 ELEVATION 6000 TOWNHOMES: PHASE 1  
 PREVIOUSLY LOTS 18 & 19, BLK 3, WARM SPRINGS VILLAGE SUBDIVISION 4TH ADDITION  
 WITHIN S11, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR ELEVATION 6000, LLC

**Attachment C.**  
**Townhouse Preliminary Plat Findings of Fact, signed March 1, 2010**

IN RE:	)	
	)	
Elevation 6000 Townhomes and Phased Development Agreement Final Plat	)	KETCHUM CITY COUNCIL - FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION
	)	
File Number: 09-038	)	

**BACKGROUND FACTS**

**APPLICANT:** Elevation 6000, LLC

**PROJECT:** Elevation 6000 Townhomes and Phased Development Agreement Final Plat, Phase I

**FILE NO.:** 09-038

**REQUEST:** Final plat approval of a four (4) subplot townhome subdivision

**LOCATION:** Lots 18 and 19, Block 3, Warm Springs Village Subdivision (310 and 312 Sage Road)

**ZONING:** General Residential – Low Density (GR-L), Avalanche (A), and Mountain Overlay (MO)

**NOTICE:** None Required

**GENERAL FINDINGS OF FACT**

1. Regulatory Taking Notice: Applicant has the right, pursuant to section 67-8003, Idaho Code, to request a regulatory taking analysis.
2. The applicant is requesting final plat approval and a phased development agreement for a four (4) subplot townhome project.
3. The project is subject to a phased development agreement which has been signed by the City and the owner, and it will be recorded simultaneously with the final plat.
4. This final plat approval only pertains to Phase 1, Sublots 2 & 3. Certificate of Occupancy permits for Phase 1 must be issued by the Building Official prior to signature of the final plat by the City Clerk. Phase II will contain Sublots 1 & 4.
5. The Commission conducted a site visit at its regular meeting of May 10, 2010, to review the status of the buildings. The Commission approved the final plat at this meeting. At its meeting of June 21, 2010, the City Council approved the final plat subject to the conditions listed in this decision.



6. Attachments:

- A. Copy of phased development agreement
- B. Final Plat dated March 2010
- C. Memorandum from Ketchum Building Department, dated April 26, 2010

**APPLICABLE EVALUATION STANDARDS FROM TITLE 16, CHAPTER 16.04**

**16.04.070 Townhouses.**

**D. The final plat procedure contained in subsection 16.04.030F of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received:**

1. **A certificate of occupancy issued by the City of Ketchum; and**
2. **Completion of all design review elements as approved by the Planning and Zoning Administrator.**

**The Council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to Section 17.96.120 of Title 17, Ketchum Zoning Code.**

Findings: The project received design review and a conditional use permit in 2001. The CUP was for a rear foundation wall that would be an avalanche attenuation device. The project is proposed to be phased - Phase 1 would include Sublots 2 and 3, and Phase II would include Sublots 1 and 4. According to the proposed phased development agreement, Phase 1 was completed by December 15, 2009. Phases II and III would be completed by December 15, 2012. The majority of the exterior of each of the four (4) units is nearing completion.

Conclusion: This standard has been met.

**F. General Applicability. 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 townhouse subdivisions.**

Findings: All other applicable ordinances have been followed. The conditions of the preliminary plat have been met to date.

Conclusion: This standard has been met to date.

**CONCLUSIONS OF LAW**

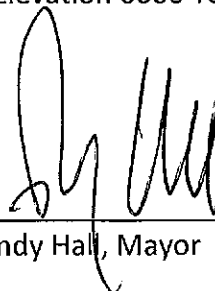
1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and subdivision ordinance, Title 16.
3. The City of Ketchum Planning Department provided adequate notice of the time, place and summary of the applicant's proposal to be heard by the Commission for review of this application.
4. The proposed preliminary plat **does** meet the standards of approval under Title 16, Chapter 16.04, subject to conditions of approval.

DECISION

**THEREFORE**, the Ketchum City Council **approves** this final plat application this 2nd day of August, 2010, subject to the following conditions:

1. The Covenants, Conditions and Restrictions (CC&R's) shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of either the CC&R's;
2. The failure to record an approved final plat of Phase 1 in the office of the Blaine County Recorder within one (1) year after approval by the Council shall cause all approvals of said final plat to be null and void;
3. The recorded Plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
  - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
  - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
  - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control";
5. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units;
6. The phased development agreement shall be recorded prior to the recordation of the final plat of Phase 1.
7. A plat note shall be added indicating that the subject property is subject to a Phased Development Agreement, Instrument Number \_\_\_\_\_, recorded on \_\_\_\_\_; and,
8. Prior to signature of the final plat by the City Clerk, Certificate of Occupancy permits must have been issued for Sublots 2 & 3 of Phase 1, Elevation 6000 Townhomes.

Findings of Fact **adopted** this 2nd day of August, 2010.



\_\_\_\_\_  
Randy Hall, Mayor

**Attachment D.  
Approved Phasing Agreement, dated August 8, 2010**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

KNEELAND, KORB, COLLIER & LEGG, PLLC  
Post Office Box 249  
Ketchum, ID 83340  
KKCL File No. 8509

Inst. No.  
SB2132  
08 Nov 2010

(Space above line for Recorder's Use)

**PHASED DEVELOPMENT AGREEMENT**

This PHASED DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is entered into effective the 8<sup>th</sup> day of August, 2010, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter the "City"), and Elevation 6000, LLC, an Idaho limited liability company (hereinafter as the "Developer"). The City and Developer are sometimes hereinafter referred to individually as a "party" and collectively as the "parties" to this Agreement.

RECITALS:

This Agreement is predicated upon the following facts:

A. Developer has received Design Review approval from the City for a townhome subdivision referred to as the "Elevation 6000 Townhomes" consisting of four (4) single family homes, required utilities, on-site improvements and landscaping (hereinafter the "Subdivision").

B. The Subdivision is to be developed and constructed upon real property located in the City of Ketchum on Lots 18 and 19 in Block 3 of WARM SPRINGS VILLAGE SUBDIVISION FOURTH ADDITION, according to the official plat thereof recorded as Instrument No. 115701, records of Blaine County, Idaho.

C. Developer has proposed construction of the Subdivision as a phased development project under Article IX of Ketchum Ordinance No. 316, and this Phased Development Agreement is entered into in order to set forth the terms and conditions of the City's approval and the requested phased development of the Subdivision.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the parties agree as follows:

- 1. Improvements. The Subdivision, including all dwelling units, utilities, on-site

improvements, landscaping and other amenities, shall be construed in accordance with the plans and detailed construction approved by the City as contained in Design Review Plans Number \_\_\_\_\_.

2. Phased Construction and Landscaping Schedule. Improvements shall be constructed in accordance with the following construction and landscape schedule. Construction of each phase shall proceed in order as outlined:

(a) PHASE I (Sublot 2 and Sublot 3). The following have been completed:

(i) Telephone, cable TV, water, sewer, natural gas and electrical service shall be made accessible to the site;

(ii) Construction, including approved specific site landscaping of the Elevation 6000 Townhomes, Sublot 2 and Sublot 3, single family homes (placed on the middle portion of the site) and utility services shall be extended to those homes; and

(iii) Landscaping shall be planted and maintained on the street facing portions of the lot in keeping with the approved landscape plan.

(b) PHASE II (Sublot 1 and Sublot 4). Prior to December 15, 2012, the following shall be completed:

(i) Telephone, Cable TV, water, sewer, natural gas and electrical service shall be made accessible to the site; and

(ii) Exterior Construction, including approved specific site landscaping of the Elevation 6000 Townhomes, Sublot 1 and Sublot 4, single family homes (placed on the South and North portion of the site) and utility services shall be extended to those homes.

3. Completion. The exterior walls, roofs, windows, and doors of all the Elevation 6000 Townhomes and the landscaping of all sublots have been completed. The interiors of Phase II (Sublots 1 and 4) shall be completed by August 15, 2012.

4. Townhouse Declaration of Covenants and Restrictions. Prior to final plat approval for Phase I, Developer shall prepare and submit for approval by City a Townhouse Declaration of Covenants, Conditions and Restrictions for Elevation 6000 Townhomes. Said document shall be recorded with the Blaine County Recorder at the time of final plat approval for Phase I.

5. Final Plat Approval. The City Clerk will not sign the final plat for Phase I until Elevation 6000 Townhomes have received Certificates of Occupancy permits for Sublots 2 and 3 from a Ketchum Building Official.

6. Revocation of Agreement. In the event the Developer does not comply with the phased construction schedule set forth above, the Ketchum City Council may revoke this Phased Development Agreement and any plan approvals, preliminary plat approvals, and building permits previously granted in connection herewith, and may require amendments and plan changes to comply with subdivision and zoning ordinance provisions then in effect. Any requests or applications by the Developer to extend or modify the phased construction schedule set forth above shall be considered only if the request or application is received prior to the completion date in question.

7. Final Completion. In the event the entire subdivision is not completed by August 15, 2012, the City Council may require appropriate amendments and plan changes to bring the Subdivision into compliance with subdivision and zoning ordinance rules and requirements in effect as of August 15, 2012.

8. Sale or Transfer of Property. In the event Developer or a successor in interest to developer sells or transfers the property described herein, or any portion thereof, written notice of said transaction shall be given to the City no less than thirty (30) days prior to closing. This requirement shall not apply to the sale and/or transfer of individual townhouse units.

9. Amendment. This agreement may be revised or amended, in whole or part, only by means of a written instrument executed by both parties. Any changes to the phasing schedule shall be subject to approval by the Ketchum City Council. Compliance with subdivision and zoning ordinances and/or rules then in effect may be required as a condition of such approval. Any changes to design review approved plans shall be subject to approval by the Planning and Zoning Commission, and compliance with design review or other zoning ordinance requirements then in effect may be required as a condition of such approval.

10. Police Powers. Nothing contained herein is intended to limit the police powers of the City or its discretion or review as subsequent applications regarding development and construction of the Subdivision.

11. Specific Performance. In the event of a breach of this Agreement, in addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party. All remedies shall be cumulative.

12. Attorneys Fees. In the event that either party is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorneys fees incurred, whether or not litigation is actually instituted or concluded.

13. Notices. All notices required or provided for under this Agreement shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, postage prepaid. Notices to the City shall be addressed as follows: City of Ketchum City Administrator, Post Office Box 2315, Ketchum, ID 83340. Notices to the Developer shall be addressed as follows: Elevation

6000, LLC, Post Office Box 828, Ketchum, ID 83340-0828. A party may change the address to which further notices are to be sent by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

14. Reliance by City. This Agreement is intended by Developer to be considered by the City as part of the Developer's design review and phased development approval. Developer acknowledges and intends the Ketchum City Council to consider and rely upon this Agreement in its review and consideration of said design review and phased development approval.

15. Relationship of Parties. It is understood that the contractual relationship between the City and Developer is such that the Developer is not the agent, partner, or joint venturer of the City. Developer hereby guarantees actual development and performance in accordance with the terms and conditions set forth herein.

16. Successor and Assigns. Covenant Running With the Land. This Agreement shall inure to the benefit of, and be binding upon, the City and Developer and their respective heirs, successors and assigns. This Agreement, including all covenants, terms and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property described herein, or any portion thereof.

17. Recordation. This Agreement shall be recorded with the Blaine County Recorder by the City.

18. No Waiver. In the event the City or Developer does not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Developer or the City to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of the Agreement with regard to any subsequent default or breach.

19. Timeliness. Time and timely performance are of the essence of this Agreement.

20. Invalid Provisions. If any provision of this Agreement is held not valid, such provision shall be deemed excised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein, except that if any provision of this Agreement is held not valid which Owner deems essential to its development of the Property, Owner may, at its sole discretion, declare this entire Agreement null and void and no force and effect and thereby relieve all parties from any obligation hereunder.

21. Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto regarding the phasing of the subdivision. No representation or warranties made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.

22. Authority. Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens or other documents required hereunder, for and on behalf of the entity executing this Agreement.

23. Counterparts. This Agreement may be executed in counterparts and such counterparts shall constitute one agreement binding on the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

“DEVELOPER”

ELEVATION 6000, LLC

By Cornell Therrien  
Cornell Therrien, Member

By Edgar W. Fenwick  
Edgar W. Fenwick, Member

By \_\_\_\_\_  
William a. Lee, Member

By \_\_\_\_\_  
Lynda M. Sanders, Member

“CITY”

CITY OF KETCHUM, IDAHO

By Randy Hall  
Randy Hall, Mayor

Attest:

Suzanne E. Coody  
Clerk



22. Authority. Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens or other documents required hereunder, for and on behalf of the entity executing this Agreement.

23. Counterparts. This Agreement may be executed in counterparts and such counterparts shall constitute one agreement binding on the parties hereto.

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“DEVELOPER”

ELEVATION 6000, LLC

By \_\_\_\_\_  
Cornell Therrien, Member

By \_\_\_\_\_  
Edgar W. Fenwick, Member

By \_\_\_\_\_  
William a. Lee, Member

By Lynda M. Sanders  
Lynda M. Sanders, Member

“CITY”

CITY OF KETCHUM, IDAHO

By Randy Hall  
Randy Hall, Mayor

Attest:

James E. Carey  
Clerk


ACKNOWLEDGMENTS

STATE OF BC )  
 ) ss:  
County of YALE )

On this 19 day of OCTOBER, 2010, before me, the undersigned, a Notary Public, personally appeared CORNELL THERRIEN, known or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

WITNESS MY HAND AND SEAL

(Seal)

  
NOTARY PUBLIC for BC  
Residing at TARJA K. MCLEAN  
Commission Expires \_\_\_\_\_ Notary Public  
423 Cedar Avenue  
Kelowna, BC V1Y 4X2


Permanent commission

STATE OF BC )  
 ) ss:  
County of YALE )

On this 19 day of OCTOBER, 2010, before me, the undersigned, a Notary Public, personally appeared EDGAR W. FENWICK, known or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS MY HAND AND SEAL

(Seal)

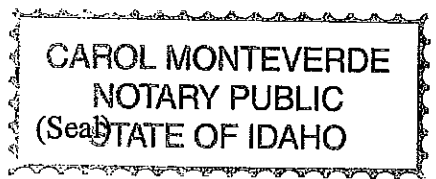
  
NOTARY PUBLIC for BC  
Residing at TARJA K. MCLEAN  
Commission Expires \_\_\_\_\_ Notary Public  
423 Cedar Avenue  
Kelowna, BC V1Y 4X2

Permanent commission

STATE OF IDAHO )  
 ) ss:  
County of BLAINE )

On this 8<sup>th</sup> day of October, 2010, before me, the undersigned, a Notary Public, personally appeared WILLIAM A. LEE, known or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS MY HAND AND SEAL

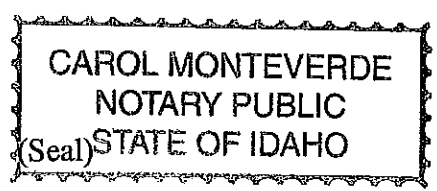


Carol Monteverde  
NOTARY PUBLIC for Idaho  
Residing at Hailey Idaho  
Commission Expires 08-31-2013

STATE OF IDAHO )  
 ) ss:  
County of BLAINE )

On this 8<sup>th</sup> day of October, 2010, before me, the undersigned, a Notary Public, personally appeared LYNDA M. SANDERS, known or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

WITNESS MY HAND AND SEAL

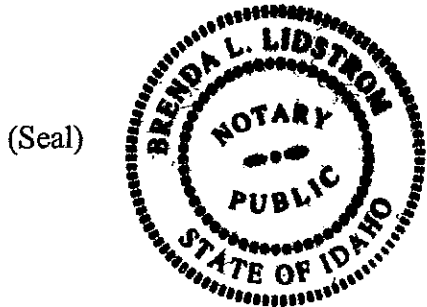


Carol Monteverde  
NOTARY PUBLIC for Idaho  
Residing at Hailey Idaho  
Commission Expires 08-31-2013

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this 3<sup>rd</sup> day of November, 2010, before me, a Notary Public in and for said State, personally appeared RANDY HALL, known or identified to me to be the person whose name is subscribed to the within instrument as Mayor of the City of Ketchum, and acknowledged to me that he executed the same as such mayor.

WITNESS MY HAND AND SEAL.

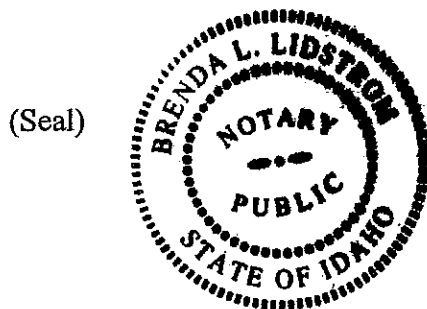


Brenda L. Lidstrom  
NOTARY PUBLIC for Idaho  
Residing at: Ketchum, ID  
Commission expires: Feb 5, 2013

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this 3<sup>rd</sup> day of November, 2010, before me, a Notary Public in and for said State, personally appeared SANDRA E. CADY, known or identified to me to be the person whose name is subscribed to the within instrument as Clerk of the City of Ketchum, and acknowledged to me that s/he executed the same as such clerk.

WITNESS MY HAND AND SEAL.



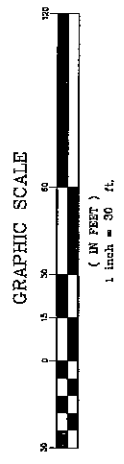
Brenda L. Lidstrom  
NOTARY PUBLIC for Idaho  
Residing at: Ketchum, ID  
Commission expires: Feb 5, 2013

F:\WPDATA\sanders\phased dev agr FINAL.wpd

# A PLAT SHOWING ELEVATION 6000 TOWNHOMES: PHASE 1

WHEREIN LOTS 18 & 19, BLOCK 3, WARM SPRINGS VILLAGE SUBD. 4TH ADDITION, ARE SUBDIVIDED INTO TOWNHOUSE SUBLOTS AS SHOWN  
LOCATED WITHIN SECTION 11, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

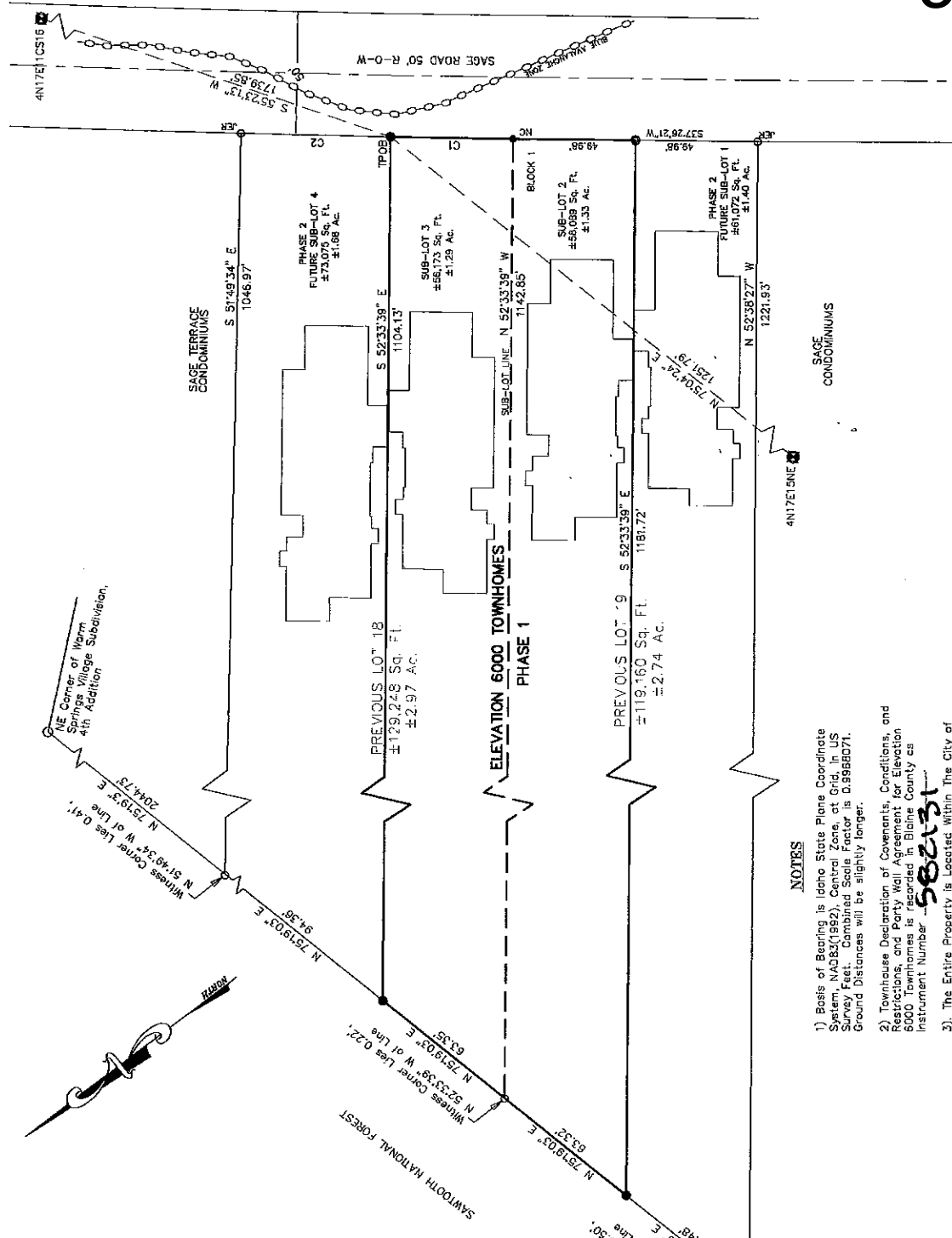
AUGUST 2010



- LEGEND**
- Boundary Line
  - - - Sub-Lot Line
  - Phase 2 Property Line
  - Adjoiner's Lot Line
  - Exterior Building Line
  - Centerline Sage Road
  - Blue Avalanche Line
  - Per Alpine Enterprises
  - Blaine County GIS Ties
  - Found 1/2" Rebar
  - Found 5/8" Rebar
  - Set 5/8" Rebar
  - Set Survey Marker
  - Set 1/2" Rebar
  - Break Line

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	50.00	7455.67	0.2471°	50.00	50.00	S 2738.52° W
C2	61.00	7455.67	0.2485°	50.53	61.00	S 3029.09° W



**NOTES**

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1982), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9996071. Ground Distances will be slightly longer.
- 2) Townhouse Declaration of Covenants, Conditions, and Restrictions, and Party Wall Agreement for Elevation 6000 Townhomes is recorded in Blaine County as Instrument Number **582131**.
- 3) The Entire Property is Located Within The City of Ketchum's Avalanche Zone District. Please Refer to Specific Information in Ketchum Zoning Ordinances Ch. 17.02.
- 4) Elevation 6000 Townhomes are subject to a Phased Development Agreement, Recorded in Blaine County as Instrument Number **582132**.



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.

9-7-2010

Robert K. Eubank  
South Central District Health Dept., SHS

**SURVEYOR'S CERTIFICATE**

I, Bruce Smith, 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 surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



**COUNTY SURVEYOR'S APPROVAL**

I, Jim W. Koonce, County Surveyor for Blaine County, Idaho, 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 thereto.

Jim W. Koonce 8/13/10  
County Surveyor

**APPROVAL OF CITY COUNCIL**

The foregoing plat was approved by the City Council of Ketchum on this 24th day of August, 2010.

Stephen E. Coody  
City Clerk



**CITY ENGINEER'S APPROVAL**

The foregoing plat was approved by Richard Forberg, City Engineer for the City of Ketchum on this 24th day of August, 2010.

Richard Forberg  
City Engineer

**COUNTY TREASURER'S APPROVAL**

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho State Code 50-1306, do hereby certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of ELEVATION 6000 TOWNHOMES: PHASE 1 have been paid in full on this 7th day of September, 2010. This Certification is valid for the next thirty (30) days only.

David J. Dick  
Blaine County Treasurer

**COUNTY RECORDER'S CERTIFICATE**

STATE OF IDAHO }  
COUNTY OF BLAINE } ss  
This is to certify that the foregoing plat was filed in the office of the Recorder of Blaine County, Idaho, and duly recorded at the Time, Date, and Instrument Number shown below.

Inst. # 582133

Ex-officio Recorder

**CERTIFICATE OF OWNERSHIP**

This is to certify that we, the undersigned, are the owners in fee simple of the following described parcels of land: Lots 18 & 19, Block 3, of Warm Springs Village Subdivision, 4th Addition, Section 11, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho, according to the official plat on file in the Blaine County Recorder's office, Blaine County, Idaho. A portion of which is hereby Re-Platted as Elevation 6000 Townhomes: Phase 1.

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

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

Townhome Declaration of Covenants, Conditions, and Restrictions, and Party Wall Agreements, Elevation 6000 Townhomes: Phase 1 is recorded in Blaine County as Instrument Number 582131

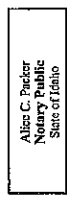
Ed Fenwick  
Ed Fenwick, Member, Elevation 6000 LLC.  
William Bill Lee  
William Bill Lee, Member, Elevation 6000 LLC.

**ACKNOWLEDGMENT**

STATE OF Idaho }  
COUNTY OF Blaine } ss

On this 24th day of August, 2010, before me, a Notary Public in and for said State, personally appeared Ed Fenwick, member, Elevation 6000 LLC, known or identified to me, to be a member of the LLC, who executed the instrument and acknowledged to me that such LLC, 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.



Alice C. Packer  
Notary Public  
Residing at Ketchum  
August 24, 2011  
My Commission Expires

**ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for said State, personally appeared Bill Lee, member, Elevation 6000 LLC, known or identified to me, to be a member of the LLC, who executed the instrument and acknowledged to me that such LLC, 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.

See attached  
K. L. DUBAL  
NOTARY PUBLIC.

Notary Public  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

State of California  
County of Santa Clara

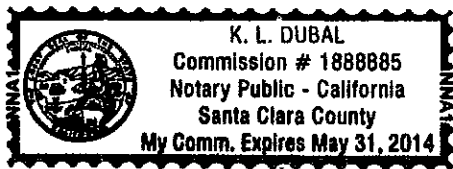
On Aug 07, 2010 before me, **K. L. Dubal, Notary Public**, personally appeared William Lee

\_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that he she/they executed the same in (his) her/their authorized capacity(ies), and that by (his) her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



OPTIONAL

Title or Type of Document certificate of ownership.

Document Date 08/07/2010 Number of Pages one

Capacity Claimed by Signer/s

Name of Signer William Lee Name of Signer \_\_\_\_\_

Individual Individual

Corporate Officer - Title Corporate Officer - Title

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other member Other \_\_\_\_\_

Signer is Representing Elevation 6000 UC Signer is Representing \_\_\_\_\_

**Attachment E.  
Public Comment**

None to date



APPLICATION FOR AMENDMENT TO ZONING CODE TITLE 17 OR SUBDIVISION CODE TITLE 16

Applicant: Barzotti Investment Company LLC Phone Number: 726-3030

Mailing Address: P.O. Box 370, KETCHUM, IDAHO 83340

Representative: Brian J. Barzotti Phone Number: 726-3030

Mailing Address: P.O. Box 370, KETCHUM, IDAHO 83340

Section of Code to be amended: 17.12.020

Please describe the proposed change, or provide proposed amended language (attach separate sheet if necessary).

TO expand LI-3 USE MATRIX TO include as permitted USES:  
1) APARTMENTS  
2) Lodging Establishment (Hostels)  
3) Residential Care Facility

OTHER INFORMATION may be reasonably required by the Administrator in order to process this application.

I hereby acknowledge I have filled in this application accurately and provided the required information to the best of my knowledge.

Brian J. Barzotti  
Signature of Owner or Authorized Representative

Date 11/4/15

Pursuant to Resolution No. 08-123, any direct costs incurred by the City of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to: engineer review, attorney review, legal noticing, and copying costs associated with the application. The City will require a retainer to be paid by the applicant at the time of application submittal to cover said costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the City.

GREYHAWK ALPINE CENTER  
215 PICABO ST., SUITE 304  
P.O. Box 370  
KETCHUM, IDAHO 83340



PHONE: 208-726-3030  
FAX: 208-726-2922  
EMAIL: barsotti1@mindspring.com

November 2, 2015

Via Email: [maustin@ketchumidaho.org](mailto:maustin@ketchumidaho.org)

Micah Austin  
Planning and Zoning Director  
City of Ketchum  
PO Box 2315  
Ketchum, ID 83340

Re: Sun Valley Community School's Application for a Text Amendment  
and Rezone of Property at 280 Northwood Way, from LI-2 to LI-3

Dear Micah:

My family owns Lots 23 and 24 in the Northwood Subdivision located in the LI-3 zone in the City of Ketchum. We have had several discussions with you regarding our desire to amend the LI-3 zoning to allow apartments in this zone. These discussions were earlier this year, well before the Community School entertained any notion of purchasing the Smith building.

Currently we own the only two undeveloped lots within the LI-3 zone. The area surrounding LI-3 has changed with development of the bakery and with Northwood Place, which are now, I believe, tax incentive apartments on property owned by the City which was originally purchased for recreational purposes. Additionally, as the only two undeveloped lots remaining in the LI-3, any type of rezoning or text amendment will not set precedence for the rest of the LI-2 property.

I am part of the group that owns the Bald Mountain Inn in Warm Springs which is the current landlord of the Community School for their current ski academy. I have had many discussions regarding our landlord/tenant relationship; first with Joan Swift and more recently with John Perenchio of the Community School. We were in negotiations for a sale of our building to the Community School at the time the opportunity at the Smith Building became available. Our discussions have been frank and transparent. I met with John at the time they were pursuing the Smith building and placed it under contract. We discussed his concern of the difficulty of a dorm use in the LI-2. At that time, I showed John a zoning map and suggested to him it may be simpler for them to bring the Smith building into the LI-3 since we had been in discussions with you about zoning amendments allowing for apartments. I suggested we jointly pursue inclusion of the Community School and a rezone text amendment to allow for dorms and apartments in the LI-3.

I was surprised to learn upon receiving the Notice of Public Hearings that the Community School has advanced their position without our participation. Since receiving the Notice I have discussed my concerns with John Perenchio. We are not opposed to inclusion of the Smith building in the LI-3 zone, nor are we opposed to the dormitory use in the LI-3. We are opposed to the manner in which they are proceeding. We do not believe it is good planning to isolate one property and one use in a zone for one party's sole purpose and benefit. All properties within this zone must also be considered in any type of text amendment and rezoning of the property.

**COPY**

In 1990, Lots 19, 20, 21, 22, 23 and 24 in the Northwood Subdivision were placed on the market together. We were part of a group that purchased all six (6) lots. My family purchased Lots 20, 23 and 24 and have now owned Lots 23 and 24 for over twenty-five years. Sixteen years ago, in 1999, we built the Redfish building on Lot 21. At the time we built the Redfish building it was intended to be for light industrial use only. At no time did we contemplate there would be residential use within the structure. If you review the CC&Rs, there was never any consideration of residential use within the building. Recently, the acupuncture and massage studio within the Redfish building was sold. The purchase price was less than the original purchase price in the year 2000. Still, most importantly, I understand the purchase is for a studio loft/living situation. All five (5) units now on the second floor of the Redfish building are used for residential purposes. Since the year 2000, we would have built additional light industrial uses on Lots 23 and 24 if we believed there was sufficient demand for another such structure. However, with the expansion of the light industrial areas in Hailey, Bellevue and beyond, it became apparent there is no cost effective market for light industrial uses on Lots 23 and 24. Three or four years ago Lisa Horowitz introduced us to a bio-tech company in Hailey who wanted to relocate in Ketchum. We spent a significant amount of money designing a building for them, with a heli-pad on the roof, to only learn their ambitions were much greater than their reality. They could not afford to build and/or rent the building we designed for them. Nonetheless, as stated above, any text amendment, zoning change or inclusion of the Smith property in the LI-3 should be considered for the benefit and with the purpose of all properties currently within the zone. A property outside the LI-3 should not be included with text amendment changes for its sole benefit.

With the construction of the Limelight Hotel, and the soon start of the L'Auberge Hotel, we believe there is a strong demand for additional apartments within Ketchum. Dave Petrie has confirmed the high demand. This is the reason we initially approached you about considering a rezone of the LI-3. I do not believe there have been any true market apartments built in Ketchum since the 1970's. We intend to file with you an Application For Amendment TO Zoning Code Title 17 Or Subdivision Code Title 15 to provide a text amendment to allow apartments and lodging facilities (hostels) in the LI-3 zone.

As you know, any rezone is governed by Idaho Code §67-6511, which requires changes to the zoning ordinances not be in conflict with the comprehensive plan. As stated in the Community School's application, the comprehensive plan is based upon principles of sustainability, such as community stability, resilience, social health and ability to thrive. Such sustainability features depend, among other things, on (a) creating a greater variety of housing options, (b) continuing a strong focus on educational excellence and (c) expanding tourism opportunities.

As stated above, we are not opposed to Lots 21 and 20 to be included in the LI-3, nor with the dorms use, which meets one requirement of sustainability in continuing a strong focus on educational excellence. However, this is only one feature of sustainability. We believe expanding the uses in LI-3 to "create a variety of housing options and expanding tourism opportunities" must also be addressed. All the features of sustainability of the comprehensive plan should be addressed in LI-3.

I have been involved for several years now with the Sun Valley Ski Education Foundation regarding their expansion of the Olympic/paralympic Training Site (OPTS) from cross-country skiing to all snow sports. In these discussions, it has become apparent that an important aspect of growth for Ketchum in establishing the Olympic/Paralympic training site is "affordable hospitality". We have been looking at our property in Warm Springs and reviewed different possibilities for affordable dorms for aspiring athletes, and are also now looking at the new "poshtel" (up-graded hostel), which might be appropriate either in Warm Springs or perhaps even in the LI-3 zone. We believe considerations in the LI-3 should be given to apartments and hostel-type accommodations to support future development in our community,

creating housing options and expanding tourism.

The comprehensive plan states that sustainability should "stimulate and coordinate actions among private, non-private and public development organizations". Additionally, such implementation of sustainability should be through "collaborative efforts", not actions by one party for its sole benefit.

The OPTS designation to the Sun Valley Ski Education Foundation affords our community the opportunity of obtaining key issues in the comprehensive plan in "(1) attracting and maintaining young people, (2) building tourism opportunities and (3) increasing housing diversities". These issues must be addressed in consideration of rezoning and text amendments to the LI-3 and not simply the one key issue of education.

Thank you for your considerations.

Very truly yours,



Brian J. Barsotti

BB/lt/55.1



Form No. 1402  
(10/21/87)  
ALTA Owner's Policy

# POLICY OF TITLE INSURANCE



ISSUED BY

## *First American Title Insurance Company*

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

This Policy Not Valid Unless  
Countersigned By First American  
Title Insurance Company  
By *Maureen A. Wheeler*

*First American Title Insurance Company*

BY *J. J. Kennedy* PRESIDENT

ATTEST *William C. Zayen, Jr.* SECRETARY

H 486729



# COPY



**SCHEDULE A**

Order No. 13952F

Policy No. H-486729

Amount of Insurance: \$155,176.00

Premium: \$666.00

Date of Policy: January 10, 1990 at 3:53 p.m.

1. Name of Insured:

Barsotti Investment Company

2. The estate or interest in the land which is covered by this policy is:

A fee simple estate.

3. Title to the estate or interest in the land is vested in:

Barsotti Investment Company, a Partnership

4. The land referred to in this policy is described as follows:

Lot 24 of the RESUBDIVISION NORTHWOOD P.U.D. SUBDIVISION LOT 4 according to the official plat thereof, recorded as Instrument No. 266897, records of Blaine County, Idaho.



ALTA Owner's Policy  
(6-1-87)  
Schedule B

**SCHEDULE B**

Order No. 13952F

Policy No. H-486729

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

**PART I**

**SECTION 1**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims or easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**SECTION 2**

1. General taxes for the year 1989, in the amount of \$897.50, which are paid in full. (Billing #5830 - As to Lot 24)
2. General taxes for the year 1990, a lien, not yet due and payable.



Policy for Title Insurance No. H-486729  
Schedule B II  
Page 2

3. Easements and Restrictions as shown on the official plat of said RESUBDIVISION NORTHWOOD P.U.D. SUBDIVISION LOT 4.
4. Levies and Assessments for service charges of the City of Ketchum Water and Sewer Department, which are current.
5. Easement for Sewer and Water as reserved in that certain Warranty Deed recorded July 22, 1975, as Instrument No. 160843, and Corrected Warranty Deed recorded November 21, 1975, as Instrument No. 163037, records of Blaine County, Idaho.
6. Master Declaration of Covenants, Conditions and Restrictions for NORTHWOOD, recorded as Instrument No. 257970; and Supplemental Declaration of Covenants, Conditions and Restrictions for NORTHWOOD BUSINESS PARK SUBDIVISION, recorded as Instrument No. 285975, records of Blaine County, Idaho.
7. Levies and Assessments of the NORTHWOOD PROPERTY OWNERS' ASSOCIATION, INC., as disclosed in the Articles of Incorporation recorded as Instrument No. 257971, records of Blaine County, Idaho, which are current.
8. By-Laws of NORTHWOOD PROPERTY OWNERS' ASSOCIATION, INC., recorded as Instrument No. 257972, records of Blaine County, Idaho.
9. Right-of-Way Easement in favor of MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, recorded September 16, 1986, as Instrument No. 276779, records of Blaine County, Idaho.

END OF SCHEDULE B II



# WARRANTY DEED

### For Value Received

Northwood Associates, an Idaho Limited Partnership

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Barsotti Investment Company, a partnership  
whose address is: P. O. Box 2133, Ketchum, ID 83340

Hereinafter called the Grantee, the following described premises situated in Blaine County, Idaho, to-wit:

Lot 24 of the RESUBDIVISION NORTHWOOD P.U.D. SUBDIVISION LOT 4 according to the official plat thereof, recorded as Instrument No. 266897, records of Blaine County, Idaho.

BLAINE CO. REQUEST  
 OF: FIRST AMERICAN TITLE CO.  
*Deed*  
 '90 JAN 10 PM 3 58  
 MARY GREEN, CLERK  
 YMP  
 FEES \$ 3 00

315085

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

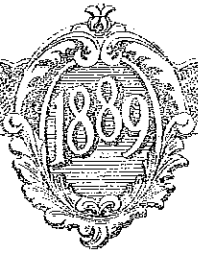
Dated: December 22, 1989

Northwood Associates, an Idaho Limited Partnership

Ronald J. Sharp, Inc., General Partner

*Ronald J. Sharp, Pres.*  
 \_\_\_\_\_  
 by: Ronald J. Sharp, President

Instrument No.



Form No. 1402  
(10/21/87)  
ALTA Owner's Policy

# POLICY OF TITLE INSURANCE



ISSUED BY

## *First American Title Insurance Company*

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

**This Policy Not Valid Unless  
Countersigned By First American  
Title Insurance Company  
By *Maurice A. Wheeler***

*First American Title Insurance Company*

BY *J. J. Kennedy* PRESIDENT

ATTEST *William C. Zaenker* SECRETARY

H 486728



# COPY



SCHEDULE A

Order No. 13952E

Policy No. H-486728

Amount of Insurance: \$220,690.00

Premium: \$844.75

Date of Policy: January 10, 1990 at 3:57 p.m.

1. Name of Insured:

Barsotti Investment Company

2. The estate or interest in the land which is covered by this policy is:

A fee simple estate.

3. Title to the estate or interest in the land is vested in:

Barsotti Investment Company, a Partnership

4. The land referred to in this policy is described as follows:

Lot 23 of the RESUBDIVISION NORTHWOOD P.U.D. SUBDIVISION LOT 4 according to the official plat thereof, recorded as Instrument No. 266897, records of Blaine County, Idaho.



ALTA Owner's Policy  
(6-1-87)  
Schedule B

**SCHEDULE B**

Order No. 13952E

Policy No. H-486728

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

**PART I**

**SECTION 1**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims or easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

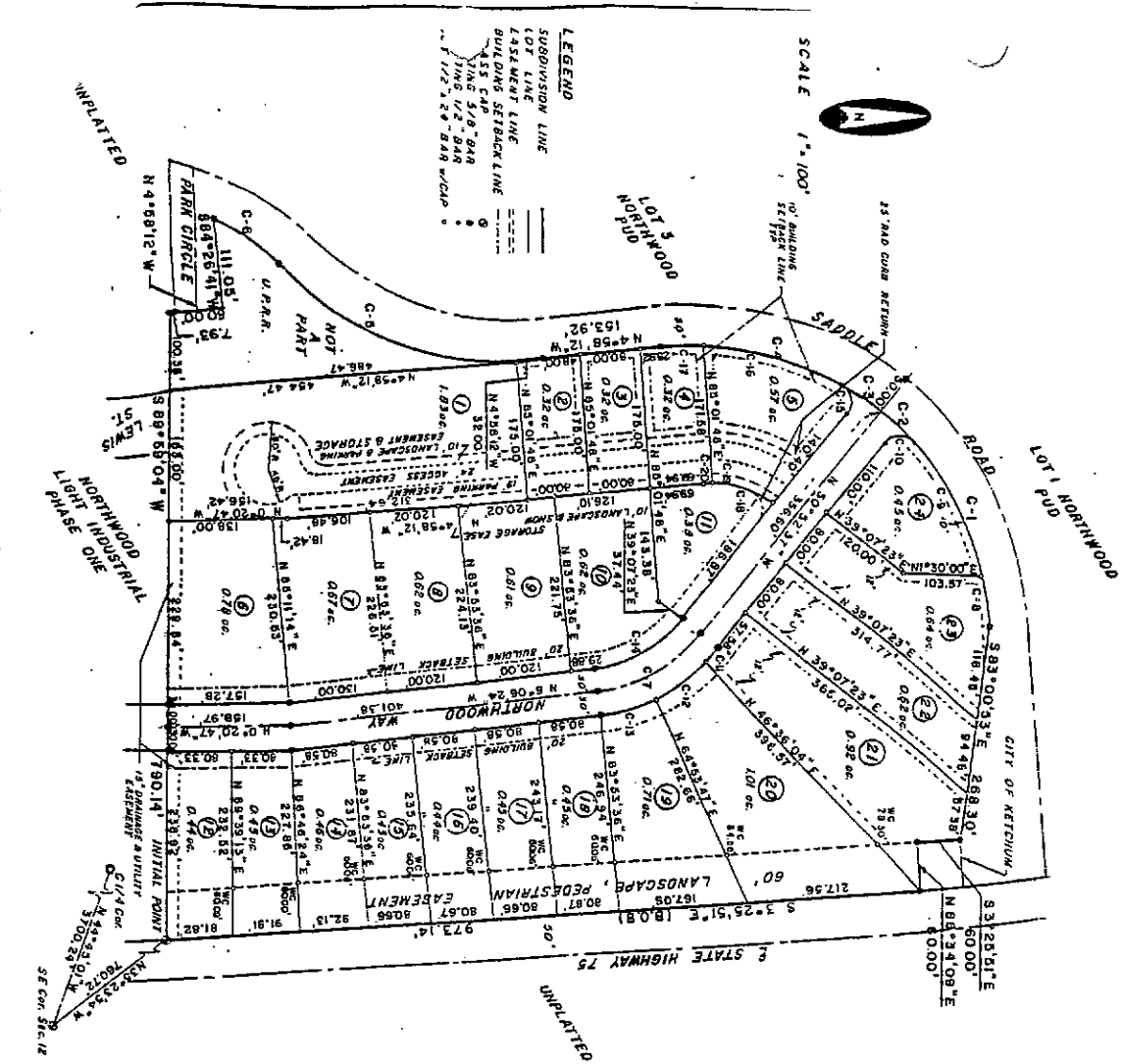
**SECTION 2**

1. General taxes for the year 1989, in the amount of \$897.50, which are paid in full. (Billing #5829 - As to Lot 23)
2. General taxes for the year 1990, a lien, not yet due and payable.

# RESUBDIVISION NORTHWOOD P.U.D. SUBDIVISION

SECTION 12, T4N, R17E B.M. KETCHUM, BLAINE COUNTY, IDAHO

## LOT 4



NO.	R.A.D.	DEFT.	ARC	LC	BEARING
C-1	390.00	37	15.96	257.55	N 66.38 1/4° E
C-2	390.00	6	39.17	58.81	N 39.18 1/4° E
C-3	390.00	6	40.43	59.07	N 39.18 1/4° E
C-4	390.00	35	16.91	250.86	N 12.39 1/4° E
C-5	450.00	47	38.17	374.15	N 18.60 1/4° E
C-6	358.00	16	39.58	101.81	N 34.79 1/4° E
C-7	358.00	4	45.42	152.28	N 23.29 1/4° E
C-8	358.00	4	45.42	152.28	N 23.29 1/4° E
C-9	358.00	27	49.06	189.35	N 17.22 1/4° E
C-10	255.00	98	40.28	42.89	N 47.51 1/4° E
C-11	255.00	8	41.50	74.21	N 47.51 1/4° E
C-12	255.00	8	41.50	74.21	N 47.51 1/4° E
C-13	255.00	8	41.50	74.21	N 47.51 1/4° E
C-14	255.00	8	41.50	74.21	N 47.51 1/4° E
C-15	255.00	8	41.50	74.21	N 47.51 1/4° E
C-16	255.00	8	41.50	74.21	N 47.51 1/4° E
C-17	255.00	8	41.50	74.21	N 47.51 1/4° E
C-18	255.00	8	41.50	74.21	N 47.51 1/4° E
C-19	255.00	8	41.50	74.21	N 47.51 1/4° E
C-20	125.00	6	94.98	11.07	S 2.25 1/4° E

1. Use and occupancy shall comply with applicable city ordinances.
2. In landscape assessments.
3. No building in 15 feet from easement utility easement.
4. Building envelopes for lots 2-8 & 11-24 shall be as shown.
5. Building envelopes for lots 2-5 & 21-24 may be zoned if any adjacent lots are combined.
6. There shall be no further subdivision of lots 2-21.
7. There shall be no further development of lot 1, an additional easement for emergency vehicles access may be required.
8. There shall be no potential access directly onto State Highway 75 except at Saddle Road and to City of Ketchum parcel by Northwood P.U.D. subdivision, attachment.
9. Buyer may be subject to the payment of fees as established by the City of Ketchum and/or the Assessor, Services and Development Agreement recorded as Instrument No. 2162711, Records of Blaine County and any amendments thereto.
10. The easement of the drainage ditch shall be the same as shown on the plat.
11. There shall be a 10' utility easement centered on all lot lines.
12. All street right-of-ways shown herein shall include a drainage, utility, landscape maintenance and landscape water piping and control marking easement for the full plat.
13. No curb cuts shall be permitted onto the connector Road as shown on the P.U.D. Development Plan.

This map is a photographic reproduction of that on file in either the Recorder's or the Surveyor's Office. The company assumes no liability for violation, if any, with another or resurvey. Courtesy of: First American Title Co. Box 750 Ketchum, Idaho 83340

# WARRANTY DEED

**For Value Received**

Northwood Associates, an Idaho Limited Partnership

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Barsotti Investment Company, a partnership  
whose address is: P. O. Box 2133, Ketchum, ID 83340

Hereinafter called the Grantee, the following described premises situated in Blaine County, Idaho, to-wit:

Lot 23 of the RESUBDIVISION NORTHWOOD P.U.D. SUBDIVISION LOT 4 according to the official plat thereof, recorded as Instrument No. 266897, records of Blaine County, Idaho.

315089

BLAINE CO. REQUEST  
OF: FIRST AMERICAN TITLE CO.

*Deal*

'90 JAN 10 PM 3 57

MARY GRETH, CLERK  
*MP*

FEE \$ 300

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: December 22, 1989

Northwood Associates, an Idaho Limited Partnership

Ronald J. Sharp, Inc. General Partner

*Ronald J. Sharp, Inc.*

by: Ronald J. Sharp, President

Instrument No.

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Brian J. Barsotti  
Attorney at Law  
PO Box 370  
Ketchum, Idaho 83340

**Instrument # 624442**

HAILEY, BLAINE, IDAHO  
2-11-2015 12:21:59 PM No. of Pages: 1  
Recorded for : BRIAN J BARSOTTI  
JOLYNN DRAGE Fee: 10.00  
Ex-Officio Recorder Deputy  
Index to: WTY/QC/CORP DEED

*93*

(Space above this line for Recorder's use)

QUITCLAIM DEED

FOR VALUE RECEIVED, **BARSOTTI INVESTMENT COMPANY**, a partnership, does hereby convey, remise, release and forever quitclaim unto **BARSOTTI INVESTMENT COMPANY, LLC**, an Idaho limited liability company, whose address is PO Box 370, Ketchum, Idaho, 83340, all its right, title and interest in and to the real property situated in Blaine County, Idaho, described as follows:

Lot 23 of the RESUBDIVISION NORTHWOOD P.U.D.  
SUBDIVISION LOT 4 according to the official plat  
thereof, recorded as Instrument No. 266897,  
records of Blaine County, Idaho,

to have and to hold said real property, with its improvements, appurtenances, tenements and hereditaments unto **BARSOTTI INVESTMENT COMPANY, LLC**, and to its successors and assigns forever.

DATED this 31 day of January, 2015.

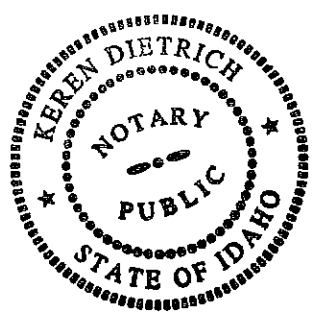
BARSOTTI INVESTMENT COMPANY

By *Brent Barsotti*  
Brent Barsotti, Partner

STATE OF IDAHO )  
County of Blaine ) ss.

On this 31st day of January, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared **BRENT BARSOTTI**, known or identified to me to be one of the partners in the partnership of **BARSOTTI INVESTMENT COMPANY**, and the partner, or one of the partners, who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

WITNESS My hand and seal the day and year in this certificate first above written.



*Keren Dietrich*  
Notary Public for Idaho  
Residing at *Hailey, Id*  
Commission expires: *1-16-18*

**COPY**

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Brian J. Barsotti  
Attorney at Law  
PO Box 370  
Ketchum, Idaho 83340

Instrument # 624443

HAILEY, BLAINE, IDAHO  
2-11-2015 12:26:06 PM No. of Pages: 1  
Recorded for: BRIAN J BARSOTTI  
JOLYNN DRAGE Fee: 10.00  
Ex-Officio Recorder Deputy  
Index to: WTY/QC/CORP DEED

*JD*

(Space above this line for Recorder's use)

QUITCLAIM DEED

FOR VALUE RECEIVED, **BARSOTTI INVESTMENT COMPANY**, a partnership, does hereby convey, remise, release and forever quitclaim unto **BARSOTTI INVESTMENT COMPANY, LLC**, an Idaho limited liability company, whose address is PO Box 370, Ketchum, Idaho, 83340, all its right, title and interest in and to the real property situated in Blaine County, Idaho, described as follows:

Lot 24 of the RESUBDIVISION NORTHWOOD P.U.D.  
SUBDIVISION LOT 4 according to the official plat  
thereof, recorded as Instrument No. 266897,  
records of Blaine County, Idaho,

to have and to hold said real property, with its improvements, appurtenances, tenements and hereditaments unto **BARSOTTI INVESTMENT COMPANY, LLC**, and to its successors and assigns forever.

DATED this 31 day of January, 2015.

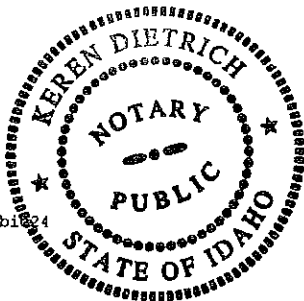
BARSOTTI INVESTMENT COMPANY

By *Brent Barsotti*  
Brent Barsotti, Partner

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this 31st day of January, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared **BRENT BARSOTTI**, known or identified to me to be one of the partners in the partnership of **BARSOTTI INVESTMENT COMPANY**, and the partner, or one of the partners, who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

WITNESS My hand and seal the day and year in this certificate first above written.



*Keren Dietrich*  
Notary Public for Idaho  
Residing at *Hailey, Id*  
Commission expires: *6-7-18*

realest\quitclm.bi4

COPY



**BRIAN BARSOTTI**

ATTORNEY AT LAW

GREYHAWK ALPINE CENTER

WARM SPRINGS VILLAGE

P. O. BOX 2133

KETCHUM, IDAHO 83340

208/726-3030 FAX NO. 208/726-2922

OF COUNSEL TO

ROARK, DONOVAN, PRAGGASTIS,

ELKINS &amp; PHILLIPS

ADMITTED TO THE PRACTICE  
OF LAW IN IDAHO AND  
CALIFORNIA

November 27, 1990

Linda Haavik, City Planner  
City of Ketchum  
P O Box 2315  
Ketchum, Idaho 83340

Re: Amendment to Ketchum Zoning Ordinance No. 208 -  
Section XII.C - Re: Light Industrial District  
No. 3 (LI-3)

Dear Linda:

As we discussed, as an owner of Lots 23 and 24 of the Resubdivision, Northwood PUD Subdivision Lot 4, which are included in the LI-3 zoning within the City of Ketchum, I hereby request that the City Council for the City of Ketchum review the LI-3 zoning ordinance to amend it to provide for office use within that zone. I understand that on October 2, 1990, Dick Conley, President of the Northwood Property Owners Association, wrote you a letter requesting that this amendment be considered. It is further my understanding that you informed him that the actual property owners of LI-3 property must make the application for amendment.

As we discussed, the Northwood residential property owners desire to create a more transitional zone between the light industrial zone and the residential zone, thereby allowing for expanded use within the LI-3 zone. Enclosed please find a proposed zoning ordinance which would allow for expanded use in the LI-3 zone. In particular, it is desired that office and other uses more compatible with the transitional zone be allowed in the LI-3.

Myself, Ron Sharp and Phil Conger, who are owners of the LI-3 property along Saddle Road, will be paying all application fees and mailing costs.

**COPY**

Linda Haavik, City Planner  
City of Ketchum  
November 27, 1990  
Page 2

Please place this matter on the agenda for the City Council and Planning and Zoning at your earliest convenience. We will present you with a check for the filing fee and mailing costs as soon as you have calculated them and informed us of those costs.

If you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,



Brian Barsotti

BB/k/3

Enc.

cc: Ron Sharp  
Phil Conger  
Dick Conley

TO: Northwood Property Owners  
FROM: Northwood Property Owners Association  
DATE: April 10, 1990  
RE: Proposed Amendments to LI-3 Zone

---

Your Board of Directors in cooperation with The City of Ketchum and the Light Industrial Property Owners have been working on a proposal to amend the LI-3 Zone to insure more attractive buildings and more compatible uses to the residential properties located across the street from the LI-3 zone. This LI-3 zone consists of the empty lots facing Saddle Road across from the Northwood residential area.

Representatives from The City of Ketchum as well as the owners of the LI-3 lots have met with our Board of Directors over the past couple of months to discuss our concerns.

Attached is a Draft Ordinance The Board would like to present to The City of Ketchum for their consideration. Your support in this endeavor is imperative. Please review the enclosed and contact your board members with your comments and/or suggestions.

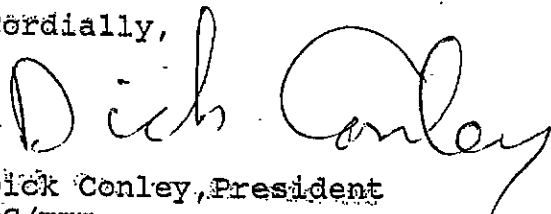
We have gained the cooperation of the LI-3 owners in creating a buffer between the existing LI-2 (see enclosed map) and our residential property. We have proposed broader, cleaner uses in the LI-3 zone and the LI-3 owners have agreed to more stringent architectural standards which prohibit flat roofs and require a more "residential" look, reduced non-lit signing and non-lit buildings along Saddle Road and screening of all materials stored outside.

We believe these changes will create a more desirable environment and enhance our property values.

We will present our proposal to the City of Ketchum sometime in May or June. We will be notifying you individually to write your Council Members in support of this proposal and urge your attendance at the public hearing to be announced once a date is set.

With your support we have convinced the City of Ketchum to install a stop light at the intersection of Saddle Road and Highway 75 (to be installed this summer). And, with your support we can hope to also, achieve the changes to the LI-3 zone proposed herein.

Cordially,



Dick Conley, President  
DC/mmm  
rjs/npoa.113

**COPY**

BRIAN BARSOZZI

ATTORNEY AT LAW

GREYHAWK ALPINE CENTER

WARM SPRINGS VILLAGE

P. O. BOX 2133

KETCHUM, IDAHO 83340

208/726-3030 FAX NO. 208/726-3922

ADMITTED TO THE PRACTICE  
OF LAW IN IDAHO AND  
CALIFORNIA

UNDEL TO  
K. DONOVAN, FRAGGASTIS,  
IS & PHILLIPS

March 27, 1990

Fax No.: 726-9598

Ron Sharp  
c/o Ronald J. Sharp, Inc.  
P.O. Box 2180  
Sun Valley, Idaho 83353

Fax No.: 622-2007

Phil Conger  
c/o Sun Valley Realty  
P.O. Box 43  
Sun Valley, Idaho 83353

Dear Ron and Phil:

Enclosed please find a rough draft revision of the LI-3  
Light Industrial zoning ordinance.

Please review it at your convenience and let me know of any  
changes you suggest.

Very truly yours,

  
Brian Barsotti

BB/k/40

**COPY**

## SECTION XII

## C

## LI-3 - LIGHT INDUSTRIAL DISTRICT NUMBER 3

The LI-3, Light Industrial District Number 3, is established as a transition area between the contiguous Low Density Residential District and the Light Industrial District number 2. The Light Industrial District Number 3 is intended to provide for limited light industrial use, together with office uses and uses for restricted business and personal service establishments related thereto.

12C.1 - Uses Permitted -

1. Offices - professional, non-tourist;
2. Membership athletic clubs;
3. Indoor restaurants, provided that service shall be restricted to the hours of 8:00 a.m. until 9:00 p.m.;
4. Medical and dental clinics;
5. Banks, savings and loan, and financial institutions;
6. Accountants;
7. Acupuncture;
8. Advertising agencies and design;
9. Advertising - direct mail, media, radio or specialists;
10. Architects;
11. Artists - portraits (no on site sales);
12. Athletic clubs;
13. Attorneys;
14. Building designers;
15. Business consulting;
16. Business forms and systems;
17. Chiropractors;
18. Commercial artists;
19. Commodity brokers;
20. Computer data processing service;
21. Computer systems - sales and service;
22. Construction management;
23. Consulting - on site, off site;
24. Emergency medical service;
25. Engineers;
26. Escrow service;
27. Film production;
28. Financial planning consultants;
29. Graphic designers;
30. Health counseling;
31. Hospitals;
32. Intercommunications equipment - systems and service;
33. Investment advisors;
34. Investments - on site, off site;
35. Landscape architects;
36. Marketing - off site, on site;

\*\*\*Please note changes made on attached page\*\*\*

SECTION XII

C

LI-3 - LIGHT INDUSTRIAL DISTRICT NUMBER 3

The LI-3, Light Industrial District Number 3, is established as a transition area between the contiguous Low Density Residential District and the Light Industrial District Number 2. The Light Industrial District Number 3 is intended to provide for limited light industrial use, together with office uses and uses for restricted business and personal service establishments related thereto. ~~which generate little traffic from tourists and the general public.~~

*athletic*

12C.1 - Uses Permitted -

- 1. Offices - professional, non-tourist;
- 2. Membership clubs;
- 3. Indoor restaurants, ~~including bars~~, provided that service shall be restricted to the hours of 8:00 a.m. until 9:00 p.m.;
- 4. Medical and dental clinics;
- 5. Banks, savings and loan, and financial institutions;
- 6. Accountants;
- 7. Acupuncture;
- 8. Advertising agencies and design;
- 9. Advertising - direct mail, media, radio or specialists;
- 10. Architects;
- 11. Artists - portraits (no on site sales);
- 12.3 Attorneys;
- 13.4 Building designers;
- 14.5 Business consulting;
- 15.6 Business forms and systems;
- 16.7 Chiropractors;
- 17.8 Commercial artists;
- 18.9 Commodity brokers;
- 19.20 Computer data processing service;
- 20.21 Computer systems - sales and service;
- 20.22 Construction management;
- 20.23 Consulting - on site, off site
- 20.24 Emergency medical service;
- 24.25 Engineers;
- 25.26 Escrow service;
- 26.27 Film production;
- 27.28 Financial planning consultants;
- 28.29 Graphic designers;
- 29.30 Health counseling;
- 30.31 Hospitals;
- 31. ~~Hospitals - psychiatric;~~
- 32. Intercommunications equipment - systems and service;
- 33. Investment advisors;
- 34. Investments - on site, off site;
- 35. Landscape architects;
- 36. Marketing - off site, on site;

- 37. Medical equipment and sales;
- 38. Mental health information - treatment centers
- 39. Ophthalmology;
- 40. Optical goods - retail;
- 41. Optometrists - OD;
- 42. Pharmacies;
- 43. Photographers - commercial;
- 44. Physical therapists;
- 45. Physicians and surgeons;
- 46. Property management - commercial, janitorial and property maintenance;
- 47. Psychologists - clinical;
- 48. Psychotherapists;
- 49. Publishing and newspaper production;
- 50. Real estate appraisers and investments;
- 51. Tax return preparation;
- 52. Telephone answering service;
- 53. Telephone companies;
- 54. Gas companies;
- 55. Title companies;
- 56. Water companies - utilities;
- 57. Yellow page advertising;
- 58. Laboratories - research or testing, such as electronics, medical and dental;
- 59. Printing establishments and graphic arts production;
- 60. Phone solicitations, including catalog transactions with no on-site sales or display; and
- 61. Accessory buildings and uses as permitted and required in Section XXI.

12C.2 - PROVIDED THAT - All uses permitted upon approval of the City shall comply with every criteria listed below:

1. An occupancy/use permit shall be applied for and issued by the City of Ketchum prior to occupancy of building or property.
2. No use creates an unusual or significant traffic hazard, parking overflow, noise, cinders, dust, fumes, odors, smoke, vapor, vibration, glare or industrial waste disposal problem.
3. All materials with the exception of trees and plant materials stored on the premises shall be stored within a building or within a solid wall or fence of sufficient height so that the stored material cannot be seen from adjoining roads or premises at the same elevation. Earth berms and landscaping with sufficient height and density may be substituted for a wall or fence.
4. No building, structure, complex or parking area shall have vehicular access directly onto State Highway 75, Saddle Road and Warm Springs Road. The Council, upon recommendation of the Commission, may approve such access to sites which do not have alternative access.

5. No goods, merchandise or commodities shall be sold or displayed outdoors.

6. No building signage shall appear on Saddle Road and Warm Springs Road; signage shall be limited to the first floor of each building and/or monument signs; there shall be no exterior lights on the building on Saddle Road and Warm Springs Road.

7. Parking requirements as specified by use in Subsection 12C.4 shall be met.

12C.3 - Uses Not Permitted - Uses not specified permitted above shall be prohibited, including, but not limited to:

1. Automobile wrecking yards;
2. Junk yards;
3. Dumping or reduction operations;
4. Concrete or asphalt batch plants;
5. Rendering plants;
6. Paper and pulp mills;
7. Any use which might be especially obnoxious, offensive, hazardous or detrimental to the public health and welfare of the residents of the City of Ketchum.

12C.4 - Off-Street Parking Required - Every use shall provide at least the minimum number of parking spaces required for that use based on the formulas listed herein below. Further, the minimum parking dimensions are as follows:

<u>Angle</u>	<u>Width</u>	<u>Length</u>	<u>Aisle Width</u>
90 degrees	9.0'	19'	24'
60 degrees	9.0'	21'	19'
45 degrees	9.0'	19.8'	15'
parallel	8.0'	23'	—

Other requirements for off-street parking contained in Subsection 21.6(2)-(14) of this Ordinance shall be met.

1. One space per 350 square feet gross floor area (gfa) for all uses listed herein.
2. At least one (1) parking space is required per use.
3. The lot area to be considered for parking shall be outside the building, not including designated covered or underground parking areas.
4. In the case of multiple uses on a single lot the total requirements for off-street parking facilities shall be the sum of the requirements for the various uses computed separately.



12C.5 - Minimum Area of Lot - The total lot area shall not be less than the following: 8,000 square feet unless the Health District determines that additional area is required.

12C.6 - Minimum Width of Lot - 80 feet.

12C.7 - Minimum Front Yard - 20 feet.

12C.8 - Minimum Rear and Side Yards - None except that when having a common boundary with a zone of more restrictive side and rear yard requirements, the more restrictive side and rear yard requirements shall apply; and except that no building shall be less than ten feet from any street.

12C.9 - Maximum Height of Buildings - 35 feet.

12C.10 - Maximum Building Coverage - Not more than seventy-five percent (75%) of the lot area shall be covered by buildings.

12C.11 - Landscaped Yards - Required yards abutting or across the street from residential districts shall be suitably landscaped to protect the residential areas from undue intrusion of noise, light, odors and other influences. Such landscaping shall consist of at least the following:

1. A solid wall, hedge or fence not less than five nor more than six feet in height along any side or rear yard.
2. One row of deciduous or evergreen trees or a mixture of each, placed no further apart than fifteen feet.
3. Lawn, low growing evergreen shrub, evergreen or ground cover on the balance of the required landscaped yard.
4. Landscaping shall be continuously maintained in a neat and tidy manner.

bj\LI3

STAFF REPORT  
PLANNING AND ZONING COMMISSION  
MEETING OF NOVEMBER 13, 1995

DATE: October 31, 1995

PROJECT: Amendment to Zoning Ordinance Number 208 Regarding the Light Industrial - 3 (LI-3) Zoning District

APPLICANT: Brent Barsotti

REQUEST: Amend the LI-3 District regarding Uses Permitted, Uses Not Permitted, and Off-Street Parking Required

LOCATION: Resubdivision Northwood PUD Subdivision Lot 4, Lots 1B, 2, 3, 4, 5, 23 and 24; and, Northwood Park No. 1, Lots 1, 2, 3 and 4 (see map attached).

REVIEWER: Tony Benson, City Planner

NOTICE: Published in the Idaho Mountain Express October 25, 1995  
Made available to the Wood River Journal October 30, 1995  
Public Service Announcement: KSKI and KECH Radio

LAND USE: Light Industrial Number 3 (LI-3) District

BACKGROUND:

The LI-3 Zoning District was established in 1983 as a transitional area between the LI-2 Zone and the surrounding Limited Residential (LR) and General Residential - Low density (GR-L) Zones. The LI-3 Zone is located north of the Saddle Road Park and Ride Lot and immediately east and south of Saddle Road, including Lindsay Circle.

There are eleven (11) lots within the LI-3 Zone. Four (4) of the lots are developed (see Exhibit A attached).

In March of 1993, Brian Barsotti (the applicant's brother) proposed an amendment to the LI-3 Zoning District which allowed for uses including, but not limited to, grocery, beverage or convenience stores, provided the gross floor area is not greater than 5,000 square feet; emergency medical service facilities; medical and dental clinics; pharmacies or drug stores; and, real estate appraisers, (see Exhibit B attached). Opposition to the amendment was voiced by

**COPY**

homeowners within the Northwood PUD. The application was denied by the Commission.

**PROPOSAL:**

The applicant is proposing the following changes:

**1. Sections 12C.1 - Uses Permitted**

The applicant proposes to add twenty-seven (27) uses to those that currently exist (see Exhibit C attached). Items to be deleted from this Section include the following: (2) Blueprint services/establishments; 3) T.V. and radio broadcasting stations; (4) Recording studios; and, (6) Laboratories - research or testing, such as electronics, medical and dental.

**2. Section 12C.3 - Provided That**

The applicant proposes to add one item to this Section: "No building signage shall appear on Saddle Road and Warm Springs Road; signage shall be limited to the first floor of each building and/or monument signs; there shall be no exterior lights on the building on Saddle Road and Warm Springs Road."

**3. Section 12C.4 - Uses Not Permitted**

The applicant proposes to eliminate one item from this Section: (7) Offices not including those permitted in Subsection 12C.1(1).

**4. Section 12C.5 - Off-Street Parking Required**

The applicant proposes to eliminate items (1), (2) and (6) from this Section. The first two deletions would be replaced with this requirement: "One space per 350 square feet gross floor area (gfa) for all uses listed herein."

**EVALUATION STANDARDS:**

Idaho Code, Section 67-6511, of the Local Planning Act establishes procedures for evaluating proposed amendments, paraphrased as follows:

The Commission shall determine whether or not the proposed amendments are in accordance with the existing Comprehensive Plan (see Exhibit D attached).

If the proposal is not in accordance with the Comprehensive Plan, the Commission must recommend to the Council whether or not to amend the Comprehensive Plan. The Council then may adopt or reject an amendment to the Comprehensive Plan. The Zoning Ordinance may then be amended

only after the Comprehensive Plan has been amended (see possible motions).

NOTE: Exhibit D includes excerpts from relevant Sections in the Comprehensive Plan on economic development and commercial and industrial land use policies. The attached purpose statements of LI and Community Core (CC) Zones taken from the Zoning Ordinance reflect the policy and implementation guidelines of the Comprehensive Plan.

COMMISSION OPTIONS:

1. Regarding the Comprehensive Plan the Commission must:
  - a. make findings that the proposed amendment is in accordance with the Comprehensive Plan; or,
  - b. make findings that the proposed amendment is not in accordance with the Comprehensive Plan.
2. If the Commission finds the proposed amendment is in accordance with the Comprehensive Plan, you may:
  - a. make findings to recommend the Council adopt the proposed amendment; or,
  - b. make findings to recommend the Council not adopt the proposed amendment.
3. If the Commission finds the proposed amendment is in conflict with the Comprehensive Plan, you may:
  - a. recommend the Council amend the Comprehensive Plan including findings for the recommendation;
  - b. recommend the Council not amend the Comprehensive Plan including findings for the recommendation; or,
  - c. recommend the Council not amend the Comprehensive Plan including findings for the recommendation and make findings of fact regarding the specifics of the proposed amendment.

Attachments

EXHIBIT A

NORTHWOOD P.U.D. 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

**SITE**  
RU

GR-L

LR

GR-L

GR-L

LI-2

GR-L

GR-L

NORTHWOOD LIGHT INDUSTRIAL  
PARK, PHASE I, RU AMENDED

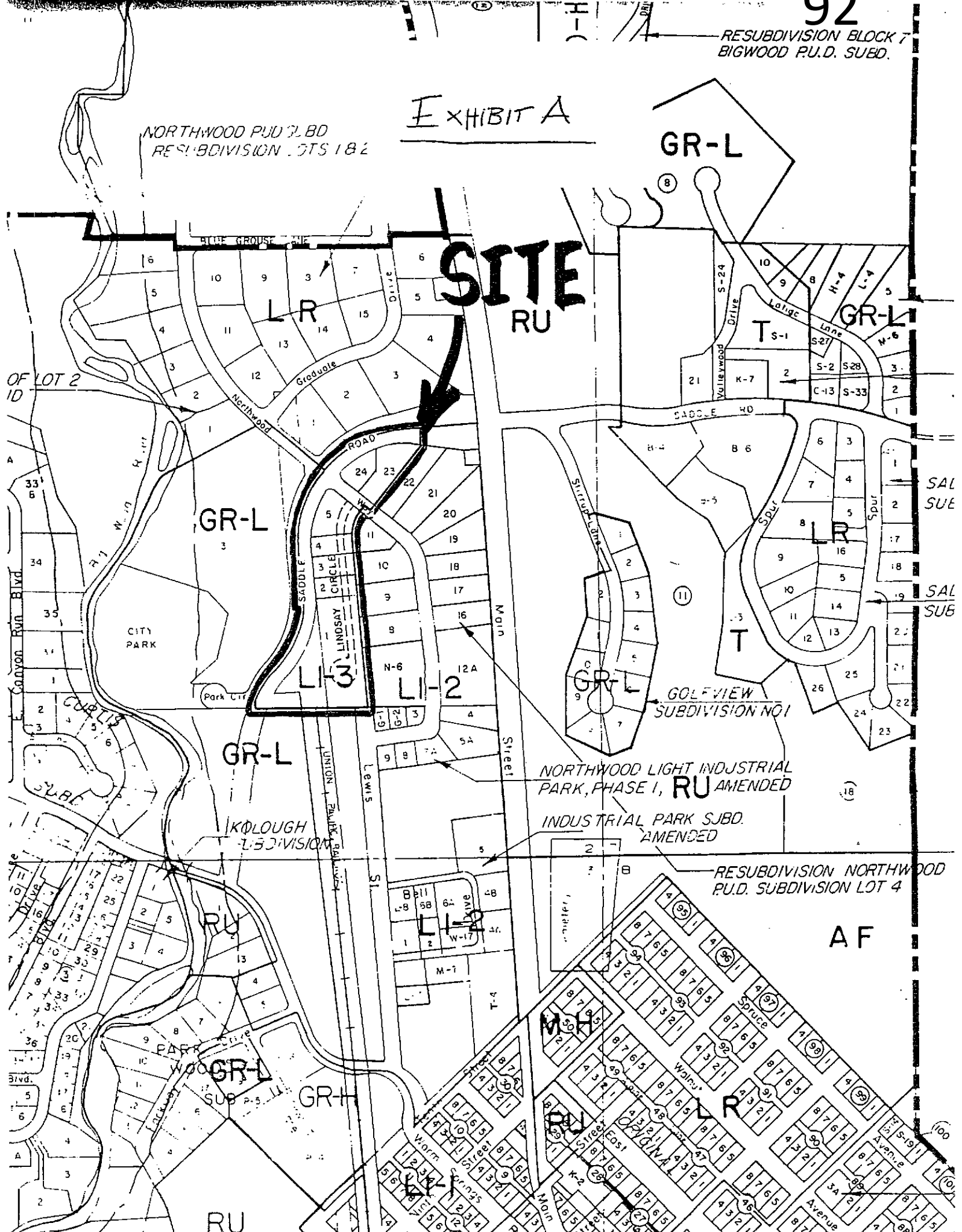
INDUSTRIAL PARK SUBD.  
AMENDED

RESUBDIVISION NORTHWOOD  
P.U.D. SUBDIVISION LOT 4

AF

GR-L

RU



SECTION XII

C

LI-3 - LIGHT INDUSTRIAL DISTRICT NUMBER 3

The LI-3, Light Industrial District Number 3, is established as a transition area between the contiguous Low Density Residential District and the Light Industrial District Number 2. The Light Industrial District Number 3 is intended to provide for non-tourist activities related to limited light industrial use, limited retail use, professional office uses and uses for restricted business and personal service establishments related thereto.

12C.1 - Uses Permitted -

- 1. Offices - professional, non-tourist;
- ~~2. Athletic clubs;~~
- 3. Indoor restaurants, provided that public service shall be restricted to the hours of 8:00 a.m. until 9:00 p.m.;
- ~~4. Banks, savings and loan, and financial institutions;~~
- ~~5. Catering and food preparation;~~
- 6. Chiropractic clinics; ~~offices~~
- 7. Dental and medical clinics; ~~offices~~
- ~~8. Emergency medical service;~~
- 9. Grocery, specialty meat or food, beverage or convenience stores, provided the gross floor area is not greater than 5,000 square feet;
- 10. Ophthalmology;
- 11. Optometrists - OD;
- 12. Pharmacies or drug stores, provided the gross floor area is not greater than 5,000 square feet;
- 13. Physical therapists;
- 14. Physicians and surgeons - offices;
- 15. Property management - commercial, janitorial and property maintenance;
- 16. Psychologists - clinical;
- 17. Psychotherapists;
- ~~18. Real estate appraisers and investments;~~
- 19. Title companies and escrow service;
- 20. Water companies - utilities;
- ~~21. Yellow page advertising;~~
- 22. Laboratories - research or testing, such as electronics, medical and dental;
- 23. Accessory buildings and uses as permitted and required in Section XXI.
- 25. ~~Real estate appraisers and investments~~ - *Investment services + money management*

12C.2 - Conditional Uses Permitted - Shall be allowed only upon approval of the Planning and Zoning Commission. Conditions may be attached to any permit and are not limited to those stated under each use listed. The Commission shall impose such conditions and safeguards as it finds necessary to protect public interest and those of surrounding properties, and to carry out the standards,

*Contractors and separate developed*

criteria, purposes and intent of this and other applicable Ordinances.

1. Resident dwelling units to provide additional long-term housing within the City needed to accommodate increases in year-round employment, provided the following minimum criteria are met:

- (a) Dwelling units shall not occupy the ground floor.
- (b) Ketchum Fire and Building Department requirements, including, but not limited to, occupancy separations and smoke detection (life safety) measures shall be met.
- (c) Design review under Section XVII shall be required whether new building, addition to existing building or remodel of existing building.
- (d) Up to fifty percent (50%) of any light industrial building may be devoted to dwelling units.
- (e) One (1) on-site parking space per bedroom shall be provided in addition to parking spaces required for other uses in the development.
- (f) Dwelling units shall be owner occupied or used for long-term occupancy, herein defined as a minimum of ninety (90) consecutive days; and shall not be separated in any manner for sale as individual units.
- (g) Dwelling units shall be a minimum of 400 square feet and shall not exceed 800 square feet total and shall contain not more than two (2) bedrooms.
- (h) Approved conditional use permits shall be recorded in the Records of Blaine County, Idaho.
- (i) The applicant is aware the mixed use of the property can result in conflict; that the light industrial use may on occasion or in certain respects be incompatible with the quiet enjoyment of the dwelling units; that due to the subordinate and junior nature of the residential use to the light industrial use, the City will not condition, limit, restrict or otherwise interfere with any lawful light industrial use solely because it interferes with a residential use.
- (j) All persons who rent or sublet any residential living unit within the Light Industrial Zones shall provide the tenant, lessee or subtenant with written notice that said unit is located within the Light Industrial Zone and as such is junior and, therefore, subordinate in nature to all legal light industrial activities.
- (k) Each and every real estate agent, sales person and broker and each and every private party who offers for rent or shows a parcel of real property and/or structure for lease or rent within said Light Industrial Zones shall upon first inquiry provide the prospective lessee or tenant prior to viewing said real property with written notice that said real property and/or structure is located within said Light Industrial Zone.
- (l) All brochures and other printed materials advertising rental or lease of a living unit within the Light Industrial Zones shall contain a provision designating that said

unit or units are located within the Light Industrial Zone and are within a mixed use area. Lessees and tenants shall be notified that the residential uses within the Light Industrial Zone are subordinate and, therefore, junior in nature to the legal light industrial activities within the zone.

Conditions including, but not limited to, the following may be attached to the conditional use permit:

- (1) Access to the apartments relative to design and relationship to light industrial uses;
- (2) Location of residential and light industrial parking on the site;
- (3) Restrictions on exterior storage of personal property of tenants;
- (4) Certificate of Occupancy required prior to occupancy of units;
- (5) Ketchum Fire Department and Ketchum Building Department requirements shall be met prior to occupancy;
- (6) Permit shall be reviewed when light industrial occupancies within the building change;
- (7) Snow removal required to ensure utility of residential spaces;
- (8) Such proof of long-term occupancy as deemed appropriate;
- (9) Any portion or all waived fees become due and payable upon conversion of resident housing unit(s) to light industrial uses; and/or,
- (10) Any other condition deemed to enhance the purposes under Subsection 12C.2(1), or to establish or promote the criteria referenced in Subsection 12C.2(1) (a-1) above.

The City Council, after receiving a recommendation from the Commission, may waive fees otherwise required in connection with development of such rental housing. The following findings shall be made to waive any such fees:

- (1) There is a need for rental housing stock in Ketchum;
- (2) The proposal meets the criteria contained herein;
- (3) The housing proposed is an integral part of the project; and/or,
- (4) Ketchum is in an acceptable financial position to waive said fees.

(2) Cooperative use of parking facilities between two uses may be approved by the Council upon recommendation by the Commission if it is found that the time during which two cooperating uses operate does not conflict. An agreement between the cooperating property owners and lessees shall be approved by and filed with the City, and filed with the Blaine County Recorder.

- (3) Public use.



(4) Vehicle service station provided that not more than one (1) sign, including business identification, is located on the premises; said sign shall not exceed six (6) square feet, total of all faces, and shall not be placed higher than eight (8) feet above existing grade; and said sign shall not be designated so as to generate or attract customers and tourists from State Highway 75 or other major arterials, provided that adequate landscape is provided to screen the paved area from adjacent properties and adjoining streets.

12C.3 - PROVIDED THAT - All uses permitted upon approval of the City shall comply with every criteria listed below:

1. An occupancy/use permit shall be applied for and issued by the City of Ketchum prior to occupancy of building or property.

2. No use creates an unusual or significant traffic hazard, parking overflow, noise, cinders, dust, fumes, odors, smoke, vapor, vibration, glare or industrial waste disposal problem.

3. All materials with the exception of trees and plant materials stored on the premises shall be stored within a building or within a solid wall or fence of sufficient height so that the stored material cannot be seen from adjoining roads or premises at the same elevation. Earth berms and landscaping with sufficient height and density may be substituted for a wall or fence.

4. No building, structure, complex or parking area shall have vehicular access directly onto State Highway 75, Saddle Road and Warm Springs Road. The Council, upon recommendation of the Commission, may approve such access to sites which do not have alternative access.

5. No goods, merchandise or commodities shall be sold or displayed outdoors.

6. Parking requirements as specified by use in Subsection 12C.5 shall be met.

12C.4 - Uses Not Permitted - Uses not specified permitted above shall be prohibited, including, but not limited to:

1. Automobile wrecking yards;
2. Junk yards;
3. Dumping or reduction operations;
4. Concrete or asphalt batch plants;
5. Rendering plants;
6. Paper and pulp mills;
7. Any use which might be especially obnoxious, offensive, hazardous or detrimental to the public health and welfare of the residents of the City of Ketchum.

protect the residential areas from undue intrusion of noise, light, odors and other influences. Such landscaping shall consist of at least the following:

1. A solid wall, hedge or fence not less than five nor more than six feet in height along any side or rear yard.

2. One row of deciduous or evergreen trees or a mixture of each, placed no further apart than fifteen feet.

3. Lawn, low growing evergreen shrub, evergreen or ground cover on the balance of the required landscaped yard.

4. Landscaping shall be continuously maintained in a neat and tidy manner.

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SECTION XII  
C

LI-3 - LIGHT INDUSTRIAL DISTRICT NUMBER 3

The LI-3, Light Industrial District Number 3, is established as a transition area between the contiguous Low Density Residential District and the Light Industrial District Number 2. The Light Industrial District Number 3 is intended to provide for limited light industrial use, together with office uses and uses for restricted business and personal service establishments related thereto which generate little traffic from tourists and the general public.

12C.1 - Uses Permitted -

- \* 1. Offices - professional and personal, non-tourist;
- \* 2. Medical and dental offices;
- \* 3. Banks, savings and loan, and financial institutions;
- \* 4. Accountants;
- \* 5. Advertising agencies and design;
- \* 6. Architects;
- \* 7. Attorneys;
- \* 8. Building designers;
- \* 9. Business consulting;
- \* 10. Business forms and systems;
- \* 11. Commodity brokers;
- \* 12. Computer data processing service;
- \* 13. Computer systems - sales and service;
- 14. Construction management;
- 15. Engineers;
- \* 16. Escrow service;
- \* 17. Film production;
- \* 18. Financial planning consultants;
- \* 19. Graphic designers;
- \* 20. Health counseling;
- \* 21. Intercommunications equipment - systems and service;
- \* 22. Investment advisors;
- \* 23. Investments - on site, off site;
- \* 24. Landscape architects;
- \* 25. Pharmacies or drug stores provided the floor area is not greater than 750 square feet;
- \* 26. Photographers - commercial;
- \* 27. Property management - commercial, janitorial and property maintenance;
- 28. Publishing and newspaper production;
- \* 29. Real estate appraisers and investments;
- \* 30. Tax return preparation;
- \* 31. Title companies;
- \* 32. Travel agencies;
- 33. Printing establishments and graphic arts production;
- 34. Accessory buildings and uses as permitted and required in Section XXIII.

\* ECONOMIC DEVELOPMENT \*

I. GOAL: To enhance and strengthen the economic well being of the community while maintaining the quality of life including the valuable natural and human resources.

A. POLICY: Promote and encourage a stable year round economic base.

IMPLEMENTATION:

1. Promote the location of light industries compatible with the aesthetic values of the area within the City to broaden the economic base by providing additional and year round employment opportunities.
2. Provide adequate area and efficient access for light industrial uses to meet future needs and to lessen the demand for such spaces away from population centers in the County.
3. Encourage the development of convention and meeting facilities within the City to provide a new source of employment for local residents and to provide a viable means to stabilize the year round economy.
4. Formally comment on management plans of the Sawtooth National Recreation Area, Idaho Fish and Game, Idaho Water Resources, U.S. Forest Service, and Bureau of Land Management.

B. POLICY: Promote a viable attractive commercial core.

IMPLEMENTATION:

1. Maintain a single concentrated commercial core to maximize efficient provision of public services and to provide a viable center of activity.
2. Prohibit strip commercial development along transportation routes within the City and Blaine County to protect the business cores within the population centers.
3. Promote new commercial development within the core to facilitate the location of new business providing a balance of retail, store front, office and food service alternatives.
4. Create a parking and circulation system compatible with the pedestrian oriented commercial core.
5. Review zoning and develop means to buffer the various land uses.
6. Improve specific development standards to enhance the attractiveness of the downtown core.
7. Encourage the development of a downtown pedestrian mall and pocket parks.

C. POLICY: Provide adequate tourist accommodations and services to meet the needs of visitors.

IMPLEMENTATION:

1. Encourage the location of adequate tourist services, accommodations and an information center in the downtown core.

- D. Encourage the provision of short term occupanc, units particularly close to recreation and tourist related facilities and located close to or at major accesses to Bald Mountain.

RESIDENTIAL LAND USE POLICIES:

- A. Preserve and protect existing and provide adequate land areas for new long term, residential neighborhoods of varying densities thereby providing for the needs of the permanent year round population.
- B. Promote safe, adequate long term housing available at costs that are reasonably affordable.
- C. Promote medium and high density residential development, taking physical land restraints into account, in and near the downtown core.
- D. Stimulate the development of service housing in and adjacent to the community.
- E. Examine the feasibility of creating an apartment zone or other mechanisms to make more available long term rental housing units.
- F. Allow minimum lot sizes appropriate for townhouse forms of ownership in appropriate areas that permit duplex and high density long term residential occupancy - provided that no additional density may accrue through the creation of sub-standard size lots.
- G. Establish incentives for dwelling units committed to long term rental occupancy and low income housing.
- H. Study suitable locations and development standards for mobile home parks as one source of moderate income housing within and outside City limits.

COMMERCIAL LAND USE POLICIES:

- A. Maintain a single concentrated, shopping/commercial core prohibiting strip and satellite shopping/commerical use outside the present core.
- B. Create a buffer zone within the bounds of the existing B-1 to minimize the affects of commercial uses and buildout on areas to be protected for long term residential occupancy and other land uses although not to the detriment of the strength of the commercial core.
- C. Prohibit strip commercial development along transportation routes within the City and in Blaine County to protect the business cores within the population centers.
- D. Promote a viable attractive commercial core.

EXCERPT FROM KETCHUM COMPREHENSIVE PLAN

INDUSTRIAL LAND USE POLICIES:

- A. Promote the location of light industries compatible with the aesthetic values of the area within the City to broaden the economic base by providing additional employment opportunity.
- B. Provide adequate area and sufficient access for light industrial uses to meet future needs and to lessen the demand for such spaces in the County.
- C. Prohibit heavy industrial uses within the City due to the inherent conflict with the aesthetic appeal of a recreation and tourist oriented community.
- D. Create and maintain definite distinctions between business and light industrial uses.
- E. Refine the light industrial zoning district to accommodate light industrial demands in this community and to provide a transition between the business/commercial core and industrial uses.
- F. Prohibit pure office buildings in the Light Industrial zone but allow a mix of industry related offices within light industrial complexes.
- G. Prohibit strip light industrial development and any new access to light industrial areas directly off the highway.

HAZARDOUS AND SPECIAL LAND USE POLICIES:

- A. Prohibit construction unless clearly proven in the public interest and minimize potentially detrimental landscaping in flood ways.
- B. No density shall be assigned, calculated or transferred to or from hillsides with a slope of 25% or greater or areas above that slope line, except areas designated other than Recreation/Open Space on the Land Use Map. No density shall be assigned, calculated or transferred to or from areas in the flood way.
- C. Locate population away from hazardous areas and in a manner protecting valuable natural resources.
- D. Protect and preserve natural resources by locating types of development that will ensure the availability of such areas to the public.

LAND USE POLICIES FOR AREAS OUTSIDE THE CITY:

- A. Support continued prohibition and limitation of construction on hillsides leaving them open and unobstructed.
- B. Encourage the retention of existing golf courses for continued use by the public and as valuable open spaces.
- C. Establish land uses that are compatible with surrounding uses, providing a reasonable and logical transition from the highest density within the population center of Ketchum to the more open, lower densities within the County and providing a consistent, predictable pattern of development.

## PURPOSE LI-1

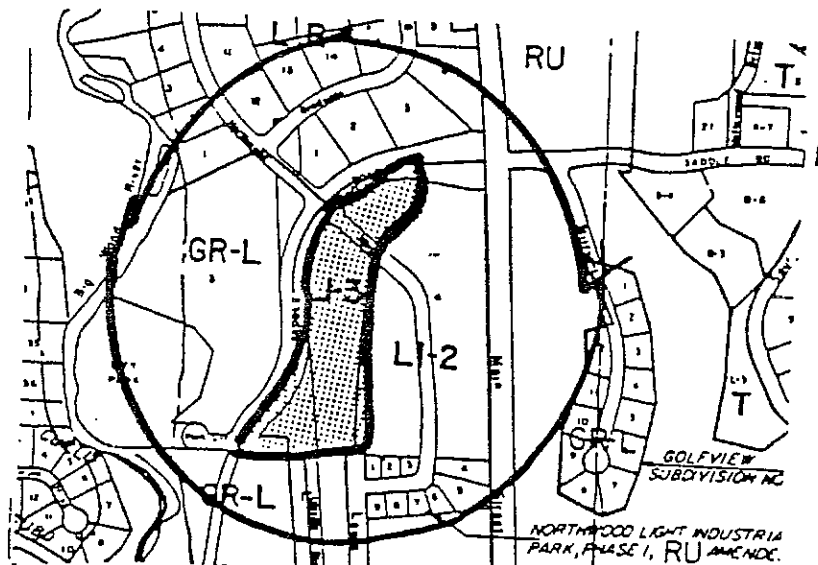
The LI-1, Light Industrial District Number 1, is established as a transition area providing limited commercial service industries, limited retail, small light manufacturing, research and development, and offices related to building, maintenance and construction and which generate little traffic from tourists and the general public.

## PURPOSE LI-2

The LI-2, Light Industrial District Number 2, is established to provide for a permanent year-round employment base and the location of light manufacturing, wholesale trade and distribution, research and development, service industries, limited related bulk retail and offices related to building, maintenance and construction and which generate little traffic from tourists and the general public.

## PURPOSE LI-3

The LI-3, Light Industrial District Number 3, is established as a transition area providing for a permanent year-round employment base and the location of research and development or hi-technology industries along with offices related to building, maintenance and construction and which generate little traffic from tourists and the general public.



PROPOSED AMENDMENT

## SECTION XII

## C

## LI-3 - LIGHT INDUSTRIAL DISTRICT NUMBER 3

The LI-3, Light Industrial District Number 3, is established as a transition area between the contiguous Low Density Residential District and the Light Industrial District Number 2. The Light Industrial District Number 3 is intended to provide for limited light industrial use, together with office uses and uses for restricted business and personal service establishments related thereto which generate little traffic from tourists and the general public.

12C.1 - Uses Permitted -

1. Offices - professional and personal, non-tourist;
2. Medical and dental offices;
3. Banks, savings and loan, and financial institutions;
4. Accountants;
5. Advertising agencies and design;
6. Architects;
7. Attorneys;
8. Building designers;
9. Business consulting;
10. Business forms and systems;
11. Commodity brokers;
12. Computer data processing service;
13. Computer systems - sales and service;
14. Construction management;
15. Engineers;
16. Escrow service;
17. Film production;
18. Financial planning consultants;
19. Graphic designers;
20. Health counseling;
21. Intercommunications equipment - systems and service;
22. Investment advisors;
23. Investments - on site, off site;
24. Landscape architects;
25. Pharmacies or drug stores provided the floor area is not greater than 750 square feet;
26. Photographers - commercial;
27. Property management - commercial, janitorial and property maintenance;
28. Publishing and newspaper production;
29. Real estate appraisers and investments;
30. Tax return preparation;
31. Title companies;
32. Travel agencies;
33. Printing establishments and graphic arts production;



34. Accessory buildings and uses as permitted and required in Section XXIII.

12C.3- PROVIDED THAT - All uses permitted upon approval of the City shall comply with every criteria listed below:

1. An occupancy/use permit shall be applied for and issued by the City of Ketchum prior to occupancy of building or property.

2. No use creates an unusual or significant traffic hazard, parking overflow, noise, cinders, dust, fumes, odors, smoke, vapor, vibration, glare or industrial waste disposal problem.

3. All materials with the exception of trees and plant materials stored on the premises shall be stored within a building or within a solid wall or fence of sufficient height so that the stored material cannot be seen from adjoining roads or premises at the same elevation. Earth berms and landscaping with sufficient height and density may be substituted for a wall or fence.

4. No building, structure, complex or parking area shall have vehicular access directly onto State Highway 75, Saddle Road and Warm Springs Road. The Council, upon recommendation of the Commission, may approve such access to sites which do not have alternative access.

5. No goods, merchandise or commodities shall be sold or displayed outdoors.

6. No building signage shall appear on Saddle Road and Warm Springs Road; signage shall be limited to the first floor of each building and/or monument signs; there shall be no exterior lights on the building on Saddle Road and Warm Springs Road.

7. Parking requirements as specified by use in Subsection 12C.5 shall be met.

12C.4 - Uses Not Permitted - Uses not specifically permitted above shall be prohibited, including, but not limited to:

1. Automobile wrecking yards;
2. Junk yards;
3. Dumping or reduction operations;
4. Concrete or asphalt batch plants;
5. Rendering plants;
6. Paper and pulp mills;
7. Any use which might be especially obnoxious, offensive, hazardous or detrimental to the public health and welfare of the residents of the City of Ketchum.

12C.5 - Off-Street Parking Required - Every use shall provide at least the minimum number of parking spaces required for that use

based on the formulas listed herein below. Further, the minimum parking dimensions are as follows:

<u>Angle</u>	<u>Width</u>	<u>Length</u>	<u>Aisle Width</u>
90 degrees	9.0'	19'	24'
60 degrees	9.0'	21'	18'
45 degrees	9.0'	19.8'	15'
Parallel	8.0'	23'	—

<sup>23.6</sup> ~~21.6~~(2)-(14) Other requirements for off-street parking contained in Subsection 21.6(2)-(14) of this Ordinance shall be met.

1. One space per 350 square feet gross floor area (gfa) for all uses listed herein.

2. At least one (1) parking space is required per use.

3. The lot area to be considered for parking shall be outside the building, not including designated covered or underground parking areas.

4. In the case of multiple uses on a single lot the total requirements for off-street parking facilities shall be the sum of the requirements for the various uses computed separately.

12C.6 - Minimum Area of Lot - The total lot area shall not be less than the following: 8,000 square feet unless the Health District determines that additional area is required.

12C.7 - Minimum Width of Lot - 80 feet.

12C.8 - Minimum Front Yard - 20 feet.

12C.9 - Minimum Rear and Side Yards - None except that when having a common boundary with a zone of more restrictive side and rear yard requirements, the more restrictive side and rear yard requirements shall apply; and except that no building shall be less than ten feet from any street.

12C.10 - Maximum Height of Buildings - 35 feet.

12C.11 - Maximum Building Coverage - Not more than seventy-five percent (75%) of the lot area shall be covered by buildings.

12C.12 - Landscaped Yards - Required yards abutting or across the street from residential districts shall be suitably landscaped to protect the residential areas from undue intrusion of noise, light, odors and other influences. Such landscaping shall consist of at least the following:

1. A solid wall, hedge or fence not less than five nor more than six feet in height along any side or rear yard.
2. One row of deciduous or evergreen trees or a mixture of each, placed no further apart than fifteen feet.
3. Lawn, low growing evergreen shrub, evergreen or ground cover on the balance of the required landscaped yard.
4. Landscaping shall be continuously maintained in a neat and tidy manner.

**STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
REGULAR MEETING OF JUNE 28, 2004**

**PROPOSAL:** Amend Zoning Code, Title 17, Chapters 17.68, Light Industrial District Number 1 (LI-1) and Chapter 17.72, Light Industrial District Number 2 (LI-2)

**APPLICANT:** City of Ketchum

**NOTICE:** The public hearing was continued on the record at the June 2, 2004 meeting.

**COMP PLAN LAND USE DESIGNATION:** Light Industrial

**REVIEWER:** Tory Canfield, Contract Planner

**NOTE:** Staff comments are in lighter type.

**BACKGROUND:**

1. The purpose of this meeting is to continue exploring ways to maintain and strengthen the presence of basic light industrial uses in the City of Ketchum and to encourage employee housing in the Light Industrial (LI) Zone.
2. The Commission has held numerous work sessions and public hearings, which focused on strengthening the true light industrial uses and encouraging the provision of community housing. These proposed changes were initiated based on the Commission's review of the Community Housing Overlay (CHO) Zoning District and the Industrial Areas of the Comprehensive Plan.
3. The Commission has held public hearings regarding the LI District on the following dates: June 2, 2004; May 19, 2004; April 12, 2004; February 23, 2004; January 22, 2004; January 12, 2004; October 1, 2003; September 10, 2003; August 27, 2003; and July 14, 2003. At these meetings, the Commission has taken public comment and has evaluated the existing and potential uses and problems in the LI District.
4. The Commission finds that competition from fringe uses in the LI District are negatively affecting true light industrial uses. At their regularly scheduled meeting of April 12, 2004, the Commission discussed the "purpose" section and went through the list of permitted uses. The Commission has agreed that the two zoning districts, the LI-1 and LI-2 should be combined into one district.
5. At the June 2, 2004 meeting, the Commission reviewed the remaining issues, including wholesale, offices, and exercise studios. The Commission also began a discussion regarding residential dwelling units in the LI.

6. The attachment identifies the proposed amendments to the LI-1 and LI-2 Districts.
7. At this meeting the Commission will focus on residential uses in the LI.

**RESIDENT DWELLING UNITS** – *The goal is to encourage housing in the LI-1 and LI-2 Districts, without negatively affecting the preservation and enhancement of true light industrial uses.*

ENCOURAGEMENT OF HOUSING – the goal of encouraging housing in the LI Zone should be focused on long-term employee housing. Restrictions on housing in the LI Zone are necessary to prevent market rate and second home/short-term housing and to prevent conflict from uses.

Allowing unlimited housing will create pressure on legitimate LI uses and will likely result in an increase to property value and then to associated costs like rents.

The creation of housing can be encouraged through:

1. Reducing some of the existing restrictions;
2. Adding bonuses such as to height increases or cost reduction;
3. Permitting for-sale deed restricted units.

The Commission had identified that allowing an increase in height would be an appropriate benefit due to the existing topography.

**NOTE:** Although it is tempting to use the LI District as a location for community needs such as housing, it is important to remember that light industrial uses have been identified as an endangered community need as well. The LI-3 may be an appropriate location for market rate units.

#### **COMMISSION OPTIONS:**

1. Continue the public hearing upon the amendments to Zoning Code Title 17, Chapters 17.68 and 17.72 to be replaced by proposed Chapter 17.70, the Light Industrial (LI) District to \_\_\_\_\_ (*a date certain*);
2. Recommend to the Council approval of the proposed amendments to Zoning Code Title 17, Chapter 17.68 and 17.72 with the replacement of 17.70 to change the LI-1 and LI-2 Zoning Districts, with the changes identified at this meeting;

or,

3. Table amendments to Zoning Code Title 17, Chapter 17.68 and 17.72, the LI-1 and LI-2 Zoning Districts.

Attachments

LI-1 and LI-2 Amendments  
Draft 6/28/04

## PROPOSED AMENDMENTS TO LI-1 AND LI-2 DISTRICTS

The LI-1 and LI-2 Districts are very similarly worded. In order to best show the proposed changes when the two are combined and to show how each district is affected by the proposed changes, the following key is used:

**Underlined** = additions to both the LI-1 and LI-2 Zoning Code sections; **Bold and underlined** = new additions since last meeting.

**Struck out** = deletions to the LI-1 and LI-2 Zoning Codes sections;

*Italics* = words that are from Chapter 17. 72, LI-2 District and not in Chapter 17.68, the LI-1 District; and,

*(Parenthesis and italics)* = noted after words that are from LI-1, Chapter 17.68 and not in the LI-2, Chapter 17.72.

### Chapter 17.7068

#### LIGHT INDUSTRIAL DISTRICT NUMBER 1 (LI-1)

##### Sections:

~~17.6870.010~~ LI-1 - Light Industrial District Number 1.

**17.6870.010** LI-1 - Light Industrial District Number 1.

~~The LI-1, Light Industrial District Number 1, is established as a transition area providing limited commercial service industries, limited retail, small light manufacturing, research and development, and offices related to building, maintenance and construction and which generate little traffic from tourists and the general public.~~

~~The LI-2, Light Industrial District Number 2, is established to provide for a permanent year-round employment base and the location of light manufacturing, wholesale trade and distribution, research and development, service industries, limited bulk retail and offices related to building, maintenance and construction and which generate little traffic from tourists and the general public.~~

The purpose of the LI, Light Industrial District, is to provide for a permanent year-round employment base and the location of light manufacturing, wholesale trade and distribution, research and development, service industries, and limited retail and offices related to building construction and maintenance. The LI District is meant as a location for businesses that support other businesses and for uses that may not be appropriate in other districts due to the associated noise, odor or other activities that are generally associated with light industrial uses, and which generate little traffic from tourists and the general public.

##### A. Uses Permitted.

1. Manufacturing of toys, pharmaceuticals, precision instruments, textiles, sporting goods, ~~candy~~, cosmetics, ~~drugs~~, perfumes, food products, except the rendering or refining of fats and oils, pottery

*including electronics or computers) provided it is in conjunction with warehousing; it is limited to thirty (30) percent gross floor area or one thousand five hundred (1,500) square feet, whichever is less, and shall be physically separated from warehousing; it does not display and/or advertise from windows and/or from building facades; it does not access directly onto a major arterial if alternative access is available and parking requirements are met,*

c. *Furniture provided it is in conjunction with manufacturing that comprises at least 70% of the total floor area and appliances provided it is in conjunction with warehousing; it retail is limited to eighteen (18) percent gross floor area or nine hundred (900) square feet, whichever is less, and shall be physically separated from other uses; it does not have any exterior display and/or advertising from windows and/or from building facades; it does not access directly onto a major arterial if alternative access is available, and parking requirements are met,*

~~d. Major appliances provided it is in conjunction with warehousing that comprises at least 70% of the total floor area, and; it is limited to eighteen (18) percent gross floor area or nine hundred (900) square feet, whichever is less, and shall be physically separated from other uses; it does not have any exterior display and/or advertising from windows and/or from building facades; it does not access directly onto a major arterial if alternative access is available, and parking requirements are met,~~

~~(d.) b) Other retail, provided it is in conjunction with manufacturing, warehousing or wholesaling; it is limited to thirty (30) percent gross floor area or eight hundred (800) square feet, whichever is less; it does not display and/or advertise from windows and/or from building facades; it does not access directly onto a major arterial if alternative access is available, and parking requirements are met (retail floor area includes all floor area which is used for the display of merchandise to the consumer);~~

7. Blue print services/establishments,
8. Catering and food preparation, excluding restaurants,
9. TV and radio broadcasting stations,
10. ~~Exercise and dance studios,~~
11. Recording studios,
12. Vehicle repair and maintenance garages,
13. Equipment rental, including sporting equipment and entertainment equipment, but excluding sporting equipment.
14. Work studio for visual arts and graphic arts production, excluding galleries. Studio shall mean a work space for clay, paints, metal, wood or other materials that could be in conflict with uses permitted in the other commercial or residential zones. "Studio"

- does not include an office space for computer work for visual or graphic arts production.
15. Welding establishments,
  16. Commercial sewing establishments,
  17. Blacksmith, plumbing and cabinet establishments which manufacture, assemble, repair and install,
  18. Sheet glass establishments which manufacture, assemble, repair and/or install,
  19. Laboratories - research or testing, such as electronics, medical and dental,
  20. Publishing, printing establishments, and newspaper production, limited to the actual production of the good, with a maximum permitted office space pursuant to Subsection 17.68.010 A. 5. (publishing and newspaper production currently not permitted in LI-2)
  - ~~21. Printing establishments and graphic arts production,~~
  221. Veterinary hospitals, boarding facilities and pet grooming establishments; provided, the premises are so constructed as to properly control any sound or odor connected with the keeping of horses and pets on such premises. Pet supply retail is permitted as accessory use to a veterinary hospital; it is limited to fifteen (15) percent of the total floor area, or two hundred (200) square feet, whichever is less; it does not have any exterior display or advertising.
  - ~~232.~~ Bulk industrial laundry facilities or laundry facilities with plants on-site,
  23. *Firewood operation - cutting, splitting and delivering,*
  24. *Recycling centers,*
  25. *Lumber storage and warehousing yards, planing mills, excluding paper and pulp mills and saw mills,*
  - ~~246.~~ Laundromats and dry cleaners, *(not currently permitted in LI-2)*
  - ~~25. Phone solicitations including catalog transactions with no on-site sales or display,~~
  - ~~267.~~ Accessory buildings and uses as permitted and required in Chapter 17.124,
  - ~~278.~~ Self storage,
  - ~~27.~~ *Truck terminal,*
  - ~~289.~~ *Warehouse and distribution, cold storage and storage buildings,*
  - ~~31. Phone solicitations, and,~~
  29. Janitorial/property maintenance, excluding property management, and,
  30. On-site day care provided for children of on-site employees;

**B. Conditional Uses Permitted.** Shall be allowed only upon approval of the Planning and Zoning Commission. Conditions may be attached to any permit and are not limited to those stated under each use listed. The Commission shall impose such conditions and safeguards as it finds necessary to protect public interest and those of surrounding properties,



and to carry out the standards, criteria, purposes and intent of this and other applicable ordinances.

1. Resident dwelling units to provide additional long-term housing within the City needed to accommodate increases in year-round employment; provided, the following minimum criteria are met:
    - a. Dwelling units shall not occupy the ground floor.
    - b. Ketchum Fire and Building Department requirements including, but not limited to, occupancy separations and smoke detection (life safety) measures shall be met.
    - c. Design review under Chapter 17.96 shall be required whether new building, addition to existing building or remodel of existing building.
    - d. Up to fifty (50) percent of any light industrial building may be devoted to dwelling units.
    - e. One on-site parking space per bedroom shall be provided in addition to parking spaces required for other uses in the development.
    - f. Dwelling units shall be owner occupied or used for long-term occupancy, defined as a minimum of ninety (90) consecutive days, and shall not be separated in any manner for sale as individual units. Any unit that is part of a condominiumized building shall only be permitted a dwelling unit CUP provided the condominium unit has a permitted LI use that is physically separated from, but within the same condominium unit, as the proposed dwelling unit. The dwelling unit is only permitted as long as the LI use is in compliance with this ordinance.
    - g. Dwelling units shall be a minimum of four hundred (400) square feet and shall not exceed one thousand (1,000) square feet total and shall contain not more than two bedrooms.
    - h. Dwelling units that are proposed to be deed restricted as community housing pursuant to the Blaine Ketchum Housing Authority may be given the following benefits:
      - i. For properties located within the boundaries of Warm Springs Road, Highway 75, Tenth Street and Saddle Road, excluding any portion of land that is adjacent to Highway 75 and within 10 feet of elevation of the Highway 75 portion it abuts:
        - Building height increase of up to 40 feet, with an increase up to 44 feet for roofs with a roof pitch of 5:12 or greater.
      - For all other properties:
        - Building height increase of up to 40 feet for roofs with a pitch of 5:12 or greater.
- NOTE: any building that utilizes this benefit shall provide the deed restricted housing in perpetuity or shall alter building to remove the building height benefit.

- ii. Waived fee for Design Review and Conditional Use Permit.
  - iii. Maximum size shall not exceed one thousand two hundred (1,200) square feet.
  - iv. Ability to sell the unit/s separately (according to Blaine Ketchum Housing Authority guidelines).
- hi. Approved conditional use permits shall be recorded in the records of Blaine County, Idaho.
- hj. The applicant is aware the mixed use of the property can result in conflict, that the light industrial use may on occasion or in certain respects be incompatible with the quiet enjoyment of the dwelling units, that due to the subordinate and junior nature of the residential use to the light industrial use, the City will not condition, limit, restrict or otherwise interfere with any lawful light industrial use solely because it interferes with a residential use.
- hk. All persons who rent or sublet any residential living unit within the light industrial zones shall provide the tenant, lessee or subtenant with written notice that such unit is located within the light industrial zone and as such is junior and, therefore, subordinate in nature to all legal light industrial activities.
- kl. Each and every real estate agent, sales person and broker and each and every private party who offers for rent or shows a parcel of real property and/or structure for lease or rent within such light industrial zones shall upon first inquiry provide the prospective lessee or tenant prior to viewing such real property with written notice that such real property and/or structure is located within such light industrial zone.
- km. All brochures and other printed materials advertising rental or lease of a living unit within the light industrial zones shall contain a provision designating that such unit or units are located within the light industrial zone and are within a mixed use area. Lessees and tenants shall be notified that the residential uses within the light industrial zone are subordinate and, therefore, junior in nature to the legal light industrial activities within the zone.
- kn. Conditions including, but not limited to, the following may be attached to the conditional use permit:
  - i. Access to the apartments relative to design and relationship to light industrial uses,
  - ii. Location of residential and light industrial parking on the site,
  - iii. Restrictions on exterior storage of personal property of tenants,
  - iv. Certificate of occupancy required prior to occupancy of units,

- v. Ketchum Fire Department and Ketchum Building Department requirements shall be met prior to occupancy,
  - vi. Permit shall be reviewed when light industrial occupancies within the building change,
  - vii. Snow removal required to ensure utility of residential spaces,
  - viii. Such proof of long-term occupancy as deemed appropriate,
  - ix. Any portion or all waived fees become due and payable upon conversion of resident housing unit(s) to light industrial uses, and/or
  - x. Any other condition deemed to enhance the purposes under Subsection B.1, or to establish or promote the criteria referenced in Subsection B.1.a-1 above.
- no. The City Council, after receiving a recommendation from the Commission, may waive fees otherwise required in connection with development of such rental housing. The following findings shall be made to waive any such fees:
- i. There is a need for rental housing stock in Ketchum,
  - ii. The proposal meets the criteria contained in this Section,
  - iii. The housing proposed is an integral part of the project, and/or
  - iv. Ketchum is in an acceptable financial position to waive such fees,
2. Athletic facilities and exercise/dance studios, provided parking requirements are met and there are no conflicts with existing surrounding land uses. Athletic facilities and studios shall be considered to be a space where individuals work on physical fitness or dance technique either independently or with an instructor. It shall not include a space used for physical therapy, massage therapy, acupuncture or any other similar service.
3. Day care homes, day care facilities, day care centers and special schools, provided the following minimum criteria are met:
- a. ~~Must be located within an existing residential structure,~~
  - b. ~~Must not access from State Highway 75,~~
  - e.a. On-site drop-off/pick-up parking spaces must be designed to prevent vehicles from backing onto Warm Springs Road, streets, and traffic circulation shall be designed to be continuous, safe and convenient within the project and onto adjacent streets and alleys.
  - d.b. Drop-off/pick-up parking spaces shall be fenced or screened from adjacent light industrial uses as deemed necessary by the Commission,
  - e.c. Play areas shall be fenced or screened from adjacent light industrial uses as deemed necessary by the Commission,

- f.d. The applicant is aware that the use of the property for a day care business can result in conflict with adjacent light industrial uses, that certain aspects of a day care business may not be compatible with certain light industrial uses, that the light industrial uses may on occasion or in certain respects be incompatible with a day care business, that due to the subordinate and junior nature of the day care business to the light industrial use, the City will not condition, limit, restrict or otherwise interfere with any lawful light industrial use solely because it interferes with a day care business, but the City may impose restrictions on certain aspects of the day care business as it affects neighboring light industrial uses,
- g.e. Day care providers shall provide all current and prospective customers with a letter or brochure which states that the business is located within the light industrial zone and as such is junior and, therefore, subordinate in nature to all legal light industrial activities. A copy of such letter or brochure is to be provided to the City prior to CUP approval,
- h.f. Any and all advertisements for a day care business shall state that the business is located within the light industrial zone and as such is junior and, therefore, subordinate in nature to all legal light industrial activities,
- i.g. Each and every real estate agent, sales person and broker and each and every private party who offers for lease, rent or sale, or shows a parcel of real property and/or structure for lease, rent or sale within such light industrial zone, shall upon first inquiry provide the prospective lessee, tenant or buyer of such real property with written notice that such real property and/or structure is located within such light industrial zone, and
- j.h The conditional use permit shall be valid indefinitely and shall only be reviewed upon written complaint. No conditional use permit shall be revoked solely due to complaints; the Commission must determine that the conditions of the permit have not been met or that excessive problems related to the day care business have occurred, (*currently not permitted in LI-2*)
4. Restaurants and small food establishments, provided they are not more than one thousand (1,000) square feet, gross floor area, they serve as a support service to the light industrial district, they shall serve no later than nine p.m., and off-street parking requirements are met,
  5. Automobile dealership, Auto sales, only as an accessory use to a service station and provided area is not illuminated after business hours.
  6. Cooperative use of parking facilities between two uses may be approved by the Council upon recommendation by the Planning

and Zoning Commission if it is found that the time during which the two cooperating uses operate does not conflict. An agreement between the cooperating property owners and lessees shall be approved by and filed with the City, and filed with the Blaine County Recorder,

7. Public parking facilities,
8. Public use,
- ~~79.~~ *Bulk fuel sales,*
- ~~910.~~ Additional square footage over and above the maximum allowed in Subsection A.5.b. of this Section, office on-site serving as administrative support to a permitted use of up to thirty (30) percent or eight hundred feet, whichever is less.
- ~~1011.~~ Car wash,
- ~~1112.~~ Vehicle service station provided that not more than one sign, including business identification, is located on the premises; such sign shall not exceed six square feet total on all faces and shall not be placed higher than eight feet above existing grade; and such sign shall not be designed so as to generate/attract customers or tourists from State Highway 75 or other major arterials; and provided that, adequate landscape is provided to screen the paved area from adjacent properties and adjoining streets,
- ~~1213.~~ Property management provided it is in conjunction with janitorial/property maintenance. Property management shall mean the administration and services performed for the upkeep of buildings and sites, not including real estate offices,
- ~~1314.~~ Vehicle rental provided that not more than one sign, including business identification, is located on the premises; such sign shall not exceed six square feet on all faces and shall not be placed higher than eight feet above existing grade; and such sign shall not be designed so as to generate/attract customers or tourists from State Highway 75 or other major arterials,
- ~~15. (d.)~~ b. — Other retail, provided it is in conjunction with manufacturing, warehousing or wholesaling; it is limited to thirty (30) percent gross floor area or eight hundred (800) square feet, whichever is less; it does not display and/or advertise from windows and/or from building facades; it does not access directly onto a major arterial if alternative access is available, and parking requirements are met (retail floor area includes all floor area which is used for the display of merchandise to the consumer).
- ~~16.~~ Additional square footage over and above the maximum allowed in Subsection A.6.b. of this Section, certain retail uses, provided that the majority of the goods for sale are items that a contractor might purchase and install during the construction process and that the business generate little traffic from tourists and the general public.

**C. PROVIDED THAT** - All uses permitted and conditional uses permitted upon approval of the City shall comply with every criteria listed below:

1. An occupancy/use permit shall be applied for and issued by the City prior to occupancy of building or property. The City shall have the right to inspect for compliance with this ordinance.

2. No use creates an unusual or significant traffic hazard, parking overflow, noise, cinders, dust, fumes, odors, smoke, vapor, vibration, glare or industrial waste disposal problem.
3. All materials with the exception of trees and plant materials stored on the premises shall be stored within a building or within a solid wall or fence of sufficient height so that the stored material cannot be seen from adjoining roads or premises at the same elevation. Earth berms and landscaping with sufficient height and density may be substituted for a wall or fence.
4. No building, structure, complex or parking area shall have vehicular access directly onto State Highway 75, Saddle Road and or Warm Springs Road. ~~The Council upon recommendation of the Commission may approve such access to sites which do not have alternative access.~~ Such properties may be restricted as to the type of use that may be permitted, based on traffic impacts.
5. ~~No goods, merchandise or commodities shall be sold or displayed outdoors.~~
6. Parking requirements as specified by use in Subsection E of this Section shall be met;

**D. Uses Not Permitted.** The Planning Administrator shall have the authority to deny any requested use that is not well defined and that does not meet the purpose of this district, as stated in 17.70.010. Uses not specifically permitted above shall be prohibited, including, but not limited to:

1. Automobile wrecking yards,
2. Junk yards,
3. Dumping or reduction operations,
4. Concrete or asphalt batch plants,
5. Rendering plants,
6. Paper and pulp mills,
7. Offices not including those permitted in Subsection A.5 of this Section,
8. Real estate office.
- 8.9. Any use which might be especially obnoxious, offensive, hazardous or detrimental to the public health or welfare of the residents of the City;

**E. Off-Street Parking Required.** Every use shall provide at least the minimum number of parking spaces required for that use based on the formula listed below. Further, the minimum parking dimensions are as follows:

ANGLE	WIDTH	LENGTH	AISLE WIDTH
90 degrees	9.0'	19'	24'
60 degrees	9.0'	21'	18'
45 degrees	9.0'	19.8'	15'
parallel	8.0'	23'	—
<u>Compact-90 degrees</u>	<u>8.0'</u>	<u>16'</u>	<u>24'</u>
<u>Compact-parallel</u>	<u>8'</u>	<u>20'</u>	<u>-</u>

Other requirements for off-street parking contained in Section 17.124.060.B through N shall be met.

1. One space per two hundred fifty (250) square feet of gross floor area (gfa) for the following structures and uses: office, ~~not including administrative office~~; retail; restaurants; athletic facilities; retail nursery; equipment rental and repair; research and development and hi-technology industries; ~~day care, preschool and special schools (day care - schools not currently in LI-2)~~; blue print services; publishing and printing establishments; veterinarian and pet grooming establishments; and laundromats and dry cleaners (*laundromats and dry cleaners not currently in LI-2*),
2. One space per five hundred (500) square feet gfa plus adequate loading area for trucks for the following structures and uses: manufacture establishments, wholesale establishments, public utility facilities, recording studios, *recycling centers*, catering and food preparation, TV and radio broadcast stations and bulk industrial laundry facilities,
3. One space per eight hundred (800) square feet gfa plus adequate loading area for trucks for the following structures and uses: ~~building property~~ maintenance and janitorial services, *warehouse/storage, firewood operations*.
4. ~~One space per seventy-five (75) square feet usable dance floor area for exercise/dance studios,~~
5. One space per two hundred fifty (250) square feet gfa minus service bays, plus five storage spaces per service bay for vehicle repair/maintenance garages,
6. At least one parking space is required per use,
7. The lot area to be considered for parking shall be ~~outside the building, not including designated covered or underground parking areas,~~ designed to be accessible for customers and may not be gated or closed off at any time, except that parking spaces required for the residential units may be enclosed provided that the space is used solely for parking.
8. In the case of multiple uses on a single lot the total requirements for off-street parking facilities shall be the sum of the requirements for various uses computed separately,
9. Drive through or self service car wash - two short term holding spaces per service bay, plus one per employee,
10. Self storage - one space per employee,
11. Bulk fuels and aAuto service station - two short term holding spaces per fuel pump, plus three spaces per service bay,
12. For a day care home, facility or center, one parking space for each full-time nonresident staff member, plus drop off/pick up spaces as follows:
  - a. For day care homes - one drop off/pick up space,
  - b. For day care facilities - two drop off/pick up spaces, and
  - c. For day care centers - one drop off/pick up space per every eight children, or fraction thereof;

- F. Minimum Area of Lot.** The total lot area shall not be less than the following: eight thousand (8,000) square feet unless the health district determines that additional area is required;
- G. Minimum Width of Lot** - eighty (80) feet;
- H. Minimum Front Yard** - twenty (20) feet;
- I. Minimum Side and Rear Yards.** None except that when having a common boundary with a zone of more restrictive side and rear yard requirements, the more restrictive side and rear yard requirements shall apply; and except that no building shall be less than ten (10) feet from any street;
- J. Maximum Height of Buildings** - thirty-five (35) feet;
- K. Maximum Building Coverage.** Not more than seventy-five (75) percent of the lot area shall be covered by buildings;
- L. Landscaped Yards.** Required yards abutting or across the street from residential districts shall be suitably landscaped to protect the residential areas from undue intrusion of noise, light, odors and other influences. Such landscaping shall consist of at least the following:
1. A solid wall, hedge or fence not less than five nor more than six feet in height along any side or rear yards,
  2. One row of deciduous or evergreen trees or a mixture of each placed no further apart than fifteen (15) feet,
  3. Lawn, low growing evergreen shrub, evergreen or ground cover on the balance of the required landscaped yard, and
  4. Landscaping shall be continuously maintained in a neat and tidy manner.
- M. Lighting.** All lighting shall comply with Zoning Title 17, Chapter 17.132, Dark Sky.



# sleeper

MAY / JUNE 2013

## ANDREW ZOBLER

WORDS: *Juliet Kinsman* MAIN PHOTOGRAPHY: *Daniel Krieger*  
FREEHAND MIAMI PHOTOGRAPHY: *Adrian Gaut*

As the Sydell Group's new hostel brand Freehand opens in Miami, Juliet Kinsman meets up with founder Andrew Zabler — the unfamiliar face behind familiar hotels such as Ace, NoMad, and The Saguardo.



**I**t may be jumping the gun to say that Andrew Zabler's hotels have the potential to be as significant to this decade as those of Ian Schrager and André Balazs were to the Nineties and Noughties respectively. But there is little doubt that Ace Hotel and The NoMad have been the most visibly successful New York openings of the past few years. Where Schrager and Balazs are both renowned entrepreneurs with an eye for an opportunity and a natural gift for publicity, Zabler's background is a more prosaic grounding in corporate finance and real estate. As such, he doesn't have a signature blueprint. "A lot of those who are active in the hospitality space come to a project with a pre-conceived notion of what they want to do, and they look for properties that match the idea that they already have in mind," says Zabler. "We come to the properties with a more chameleon-like approach — we're real estate investors who want to try to find buildings that are undervalued or interesting architecturally and then we wonder what we should do with them."

Instead of coming up with a formula for a great hotel, Zabler considers a property's quirkiness, reflects on what is missing from the ▶

## MEETING... ANDREW ZOBLER



ABOVE: Freehand Miami is a reinvention of the historic Indian Creek hotel, one of Miami's classic 1930s Art Deco buildings, located a block from the beach with handcrafted interiors by acclaimed designers Roman and Williams

► market and ponders the potential audience. Having spent many years as right-hand man to André Balazs, rather than plagiarise the charismatic creator of The Mercer and The Standard hotels, the former partner and Chief Investment Officer takes a different tack.

"André has a wonderful sense of hospitality and sense of design but he is not a dealmaker — my background was as the dealmaker and during my tenure we took his small company to something significant." This part of his résumé includes projects such as 40 Mercer Street, Hotel QT, The Raleigh Hotel, The Standard Miami and The Standard New York. Obviously there was lots to learn from Balazs, but when Zobler went his own way, it was natural that he would appreciate the chance to have more creative input — while still exercising his business acumen. "We've been drawn to projects that aren't too easy," he explains. "But it's not just about creating a brand, it's about making money."

Zobler's first project was the Ace Hotel, which opened in 2010 in what was the Perfume District — soon to be known as NoMad — the North of Madison Park portmanteau cemented later thanks to

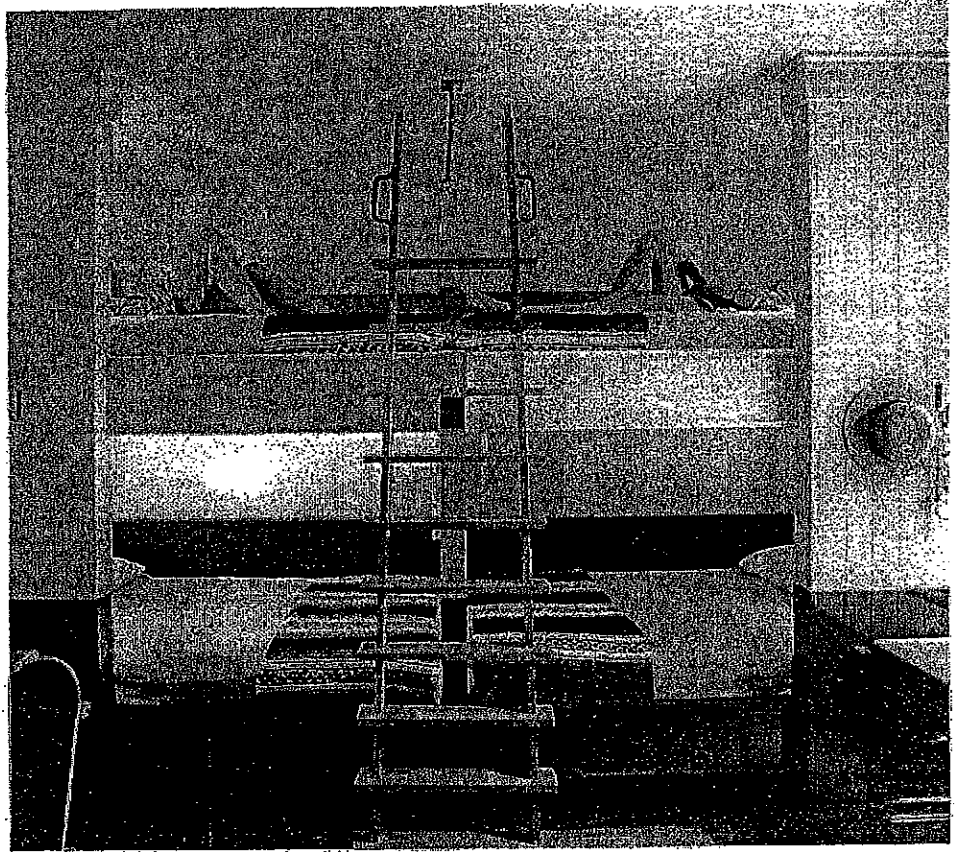
Zobler's hotel a block away. With Ace, Zobler helped Alex Calderwood, Wade Weigel, and Doug Herrick, the team behind Seattle's original 1992-opened 30-room hipster hangout, expand the brand by introducing it to the New York market as a 200-guestroom hotel at West 29th Street and Broadway. Ace proved to be just what the city craved in terms of location, style and price. When Zobler split from Allen Gross of GFI Development — his original financial partner in the projects — the settlement for Andrew was Allen's share of the NoMad Hotel, while Gross ended up with Zobler's interest in Ace Hotels. By the time Ace was up and running, around the corner on Broadway at West 28th Street, a former storeroom with a Beaux-Arts exterior was crying out for the Sydell Group CEO to roll up his sleeves and get to work. "We wanted to do something with this building that in no way diminished or competed with what we had done at the Ace," he says. "We wanted to be completely different."

Zobler is, unashamedly, a collaborator. At the NoMad hotel the intention was always to complement the European-inspired

"We've been drawn to projects that aren't too easy — but it's not just about creating a brand, it's about making money."

## MEETING...ANDREW ZOBLER

THIS PAGE AND OVERLEAF: Freehand Miami offers 252 beds divided among 62 rooms, including both private and shared accommodations. The property also features a swimming pool and lush centre courtyard, bocce courts, ping pong, bicycles, and social event programming for guests. Local food and beverage is by Bar Lab, who will open a permanent version of pop-up cocktail bar Broken Shaker at the hotel with a restaurant to follow early next year



► architectural style, and so Jacques Garcia, the designer behind Hôtel Costes and La Mamounia's flamboyant revival in Marrakech, was recruited. "We thought the NoMad should be a bit more luxurious and so we came at it from a different angle. Garcia took us down a whole series of roads, so as not to duplicate what we'd already done."

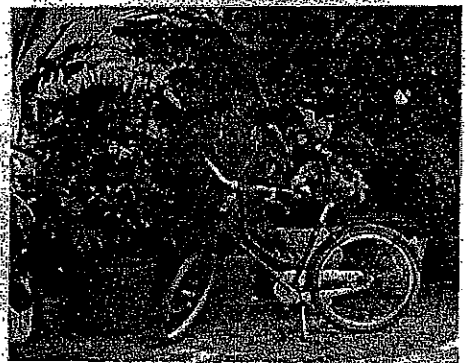
The French architect and interior designer helped Zobler concoct a classic Paris-meets-modern-Manhattan ambiance at the NoMad hotel: plush dark Deco-inspired fabrics, hand-loomed oriental rugs on wooden floors, sexy lighting, vintage maps and old-time postcards.

Of all the hotels Zobler has created to date, the NoMad is the most dear to the Greenwich Village resident and the one he would probably most likely choose to stay in. It's also the first hotel that the Sydell Group has managed on its own, and where Andrew has chosen to be involved the whole step of the way vis-à-vis design. "It has also been the most satisfying in terms of the level of the quality that we deliver," he says proudly – and

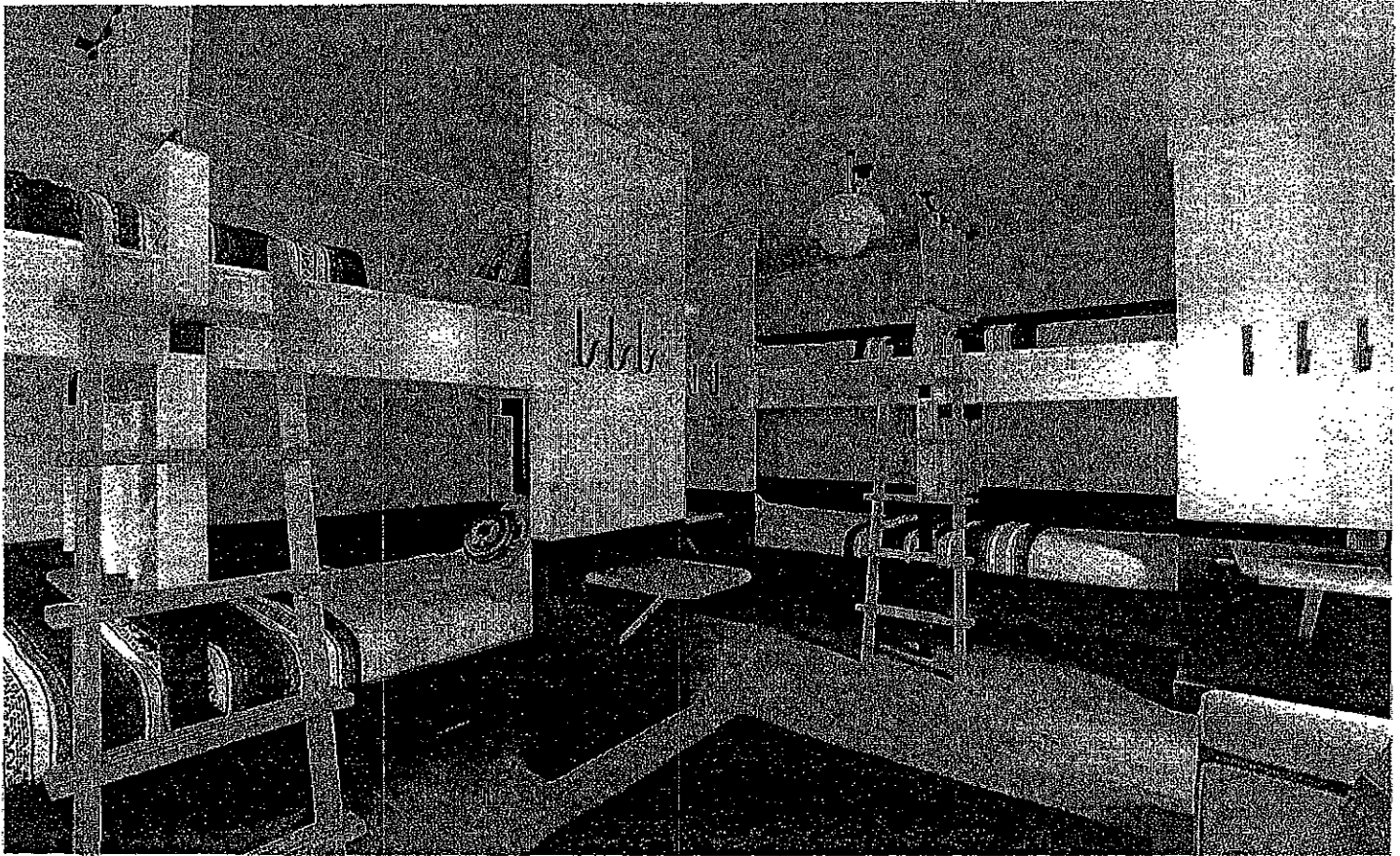
deservedly so about a hotel which since its opening in spring 2012 has earned a lot of praise in a very saturated marketplace.

Concurrent to developing NoMad – a luxury hotel that was about to host a big fundraiser for Barack Obama – Zobler was also busy building a hostel in Miami. As ever, the diversity of the Sydell Group is down to its being responsive to the real estate that it finds rather than coming to projects with a pre-set *modus operandi*. Freehand Miami opened in December 2012 for Art Basel, and is a very different proposition to the NoMad. "We fell in love with the culture of hostels in Europe and we went to lots and found that it was a great place for people to meet others and have great experiences together. This is really missing in the United States where hostels are second rate and very institutional."

Zobler believed that if developers could come to a space and fuse it with great design and fantastic food and drinks, but still be true to the hostel concept, those in the affordable lifestyle space paying with their own money ►



## MEETING... ANDREW ZOBLER



► would lap it up. He was right — Freehand Miami has proved an instant hit. It has similarities with European projects such as Germany's Michelberger and Superbude hotel / hostel hybrids, or the Patron Capital backed Generator brand, but is unique in the US market. "Where else in America can you share a room with a bunch of friends or folks that you don't even know, have a sophisticated experience, all at a price you can afford?"

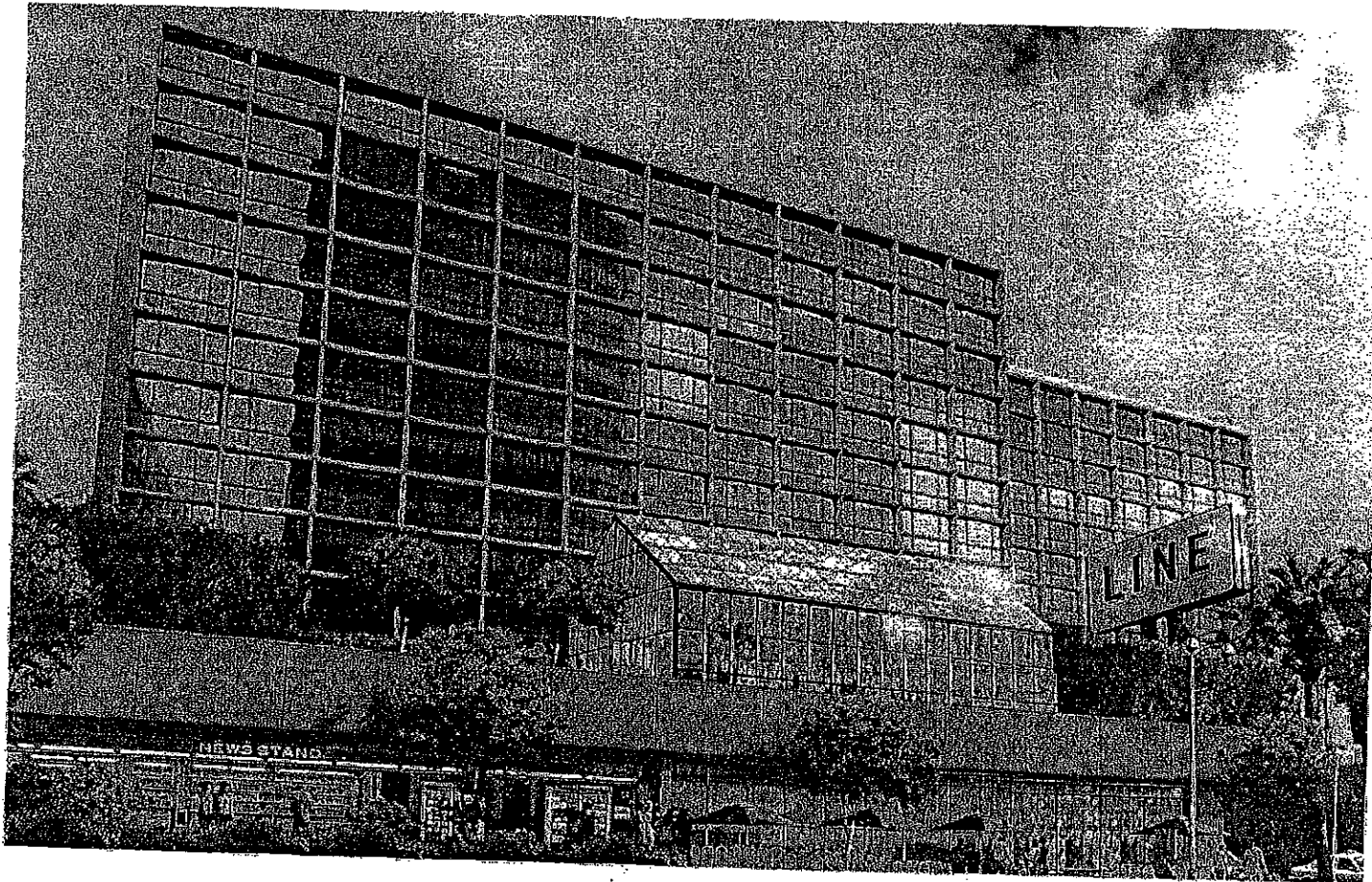
Freehand's business model has its own appeal. "In one room that you could just sell to one person, you have four beds. Plus a hostel requires a lower level of service," he points out in his characteristically no-nonsense way. "The only risk you take is that you have to sell the room not just once, but four times." Yet within a month this cheap-chic hostel, with its bunk-bed dorms, was running at 92% occupancy.

Sydell Group's portfolio also encompasses The Saguaro desert resorts in Palm Springs and Scottsdale. "Formerly an old avocado-

green dismal Holiday Inn, the California property had a great location and pool. We wondered how to create something impactful, and we thought, 'OK: colour!' and we brought in Peter Stamberg and Paul Aferiat." Stamberg Aferiat Architecture was known for its association with Newtonian Color Theory, and these modernists soon set to work transposing their inspiration from all of the different shades of native desert wildflowers into a rainbow of vivid oranges, dazzling pinks and zingy lime greens that they splashed across the revitalised 249-room retreat. "And this riot of colour immediately put people in a great mood," he smiles.

Next on Zobler's agenda is a 400-room development in LA's Koreatown. Formerly the Wilshire, the sexed-up stay will re-open as The Line this summer. "The interesting thing is that it's a great 1960s all-concrete building with all-glass curtain walls and these great views looking into Hollywood Hills. But it ►

## MEETING...ANDREW ZOBLER



ABOVE: A rendering of The Line, Sydell Group's new hotel in Koreatown, Los Angeles, designed by Sean Knibb

► confused people because it's in the middle of Koreatown." The decision to embrace this neighbourhood is an attempt to create a totally fresh and exciting place to stay in Los Angeles. "There are so many interesting things coming out of Seoul, yet no one has done a cool Korean hotel. We were really engaged by it. Everyone's done 'LA as a swimming pool', 'LA as a movie set' and 'LA as Hollywood' but no one has celebrated what a cultural melting pot LA is – every country from the East is represented here."

Theme hotel it ain't. The Line is a modern American hotel with subtle, and sometimes not-so-subtle, references to Korean culture. In Asia, orange is associated with happiness and spirituality so the designer Sean Knibb has laced it with this popular Korean colour. Further evidence that Zobler is happy to collaborate is the enlisting of twins about town, Mark and Jonnie Houston, to get

involved with its nightlife. The kitchen will be run by Roy Choi, the super-gifted tattoo-covered Korean-American founder of the food truck movement in southern California. With its neon signs for *noraebangs* (karaoke) and hookah lounges, pool halls and Salvadoran *pupuserias*, this Mid-Wilshire patch of LA is among the most diverse in the States. While it may include a few arty twenty-somethings among its residents, it isn't an obviously fashionable neighbourhood. Sound familiar? Sure is. Just like Sydell put NoMad's Midtown coordinates on the must-visit map, now the spotlight will be on LA's Koreatown. Clearly the Sydell Group is no shrinking violet when it comes to change. The end result? A crop of hotels that are on track as definite game changers. ■

Juliet Kinsman is editor-in-chief of Mr & Mrs Smith ([www.mrandmrsmith.com](http://www.mrandmrsmith.com))



CBS NEWS / September 1, 2015, 11:51 AM

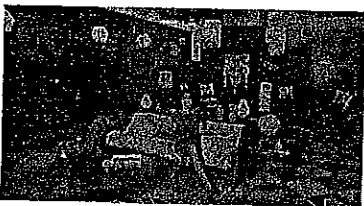
# Boutique hostels appeal to hip travelers

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Hostels, traditionally bare-bones accommodations adored by backpackers on a budget, are undergoing makeovers in a defining travel trend of the year.

At the Freehand Hotel, you'd be forgiven for thinking you were in the wrong place. Elsa Osborne did, and she had a reservation.

"I came in and I just didn't expect it to look like this," Osborne said.



CBS News' Adriana Diaz in the lobby of Freehand Hotel, a boutique hostel / CBS NEWS

That's what owner Andrew Zabler had in mind when he designed the Freehand. What looks like a luxury property just blocks off Chicago's Michigan Avenue is actually the Windy City's first boutique hostels.

"We were very interested in coming up with an offering that would really appeal to the millennial generation, and I think they

respond to quality," Zabler said.

Known for building and designing opulent hotels, Zabler is venturing into the hostel business. Except he's doing it his way with the "poshtel." When Zabler first heard the term, he thought it was cute. By adding some posh, Zabler is upgrading the traditional no-frills hostel experience.

Locals mix with tourists in the lobby, sitting on plush couches while sipping fancy coffees. Handcrafted tiles line the walls in each bathroom and the bunk beds -- it is still a hostel after all -- solid wood.

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"People are really fascinated by the sharing economy ... and I think the translation to the hotel world is you could buy just a bed," Zobler said.



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**Looking beyond Labor Day for travel deals**

Hostels have traditionally been a rite of passage for young backpackers on a budget. But travel writer Paul Brady says millennials are now demanding more from the hospitality industry, including hostels. They want bold design, high quality amenities, and locally-inspired ambiance -- all for less.

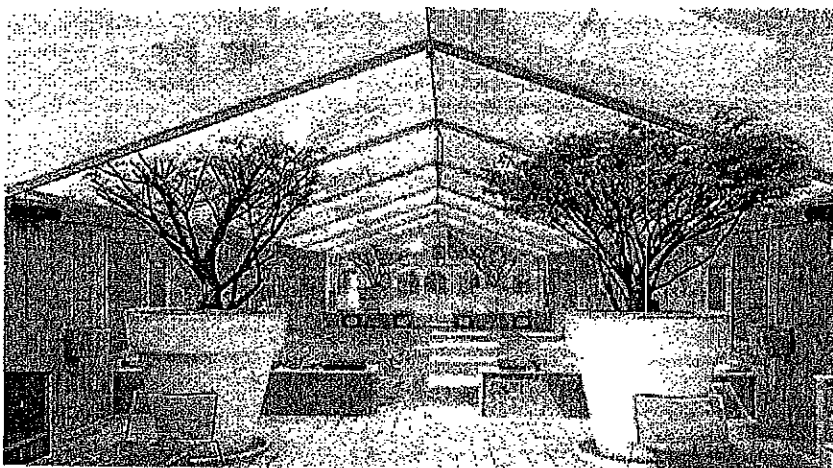
"You don't have to spend a ton of money on your room," Brady said. "You can save money on your room and then spend that money on experiences in the city you're visiting."

The growing trend is a European import, where hostels are firmly entrenched in the travel culture.

"We are trying to deliver the concept of affordable luxury," said Josh White, chief strategic officer for Generation Hostels, a European pioneer in this niche market.

"We're trying to capture people who are curious, and people who want to experience design and want to experience something local," he said.

Generation's 10 properties, including the one in London, feature lavish common areas, built in part with money saved from sparse bedrooms.



Generator in London features lavish common areas

"That allowed us to then create these fantastic bars or public spaces, cinema rooms, places to do yoga," White added.

But upscale living comes at a price. Poshtels can cost 50 percent more than other hostel options. A bed in a shared room will run you around \$50 at the Chicago Freehand. A private room is upwards of \$200, similar to other hotels in the area. And one of two penthouse suites? More than \$500.

While some may think \$500 is too steep for a hostel, Zobler said the quality of the offering is "miles apart" from the competition.

"If you think about it, that's still an enormous bargain compared to what any hotel room would cost," he said.

While hostel living isn't for everyone, especially those seeking solitude during stays, Zobler said the Freehand's social environment is what attracts guests young and old.



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29 PHOTOS

**Photos of the week**



City of Ketchum  
Planning & Building

<b>IN RE:</b>	)	
	)	
<b>151 South Main Street Hotel and Residences Condominium Subdivision</b>	)	<b>KETCHUM PLANNING AND ZONING COMMISSION</b>
	)	<b>FINDINGS OF FACT, CONCLUSIONS OF LAW AND</b>
	)	<b>DECISION</b>
	)	
<b>File Number: 15-163</b>	)	
	)	

**BACKGROUND FACTS**

**PROJECT:** 151 South Main Street Hotel and Residences Condominium Subdivision

**OWNER:** Limelight Ketchum LLC

**REPRESENTATIVE:** James R. Laski, applicant’s attorney

**REQUEST:** Condominium Subdivision Preliminary Plat approval to establish sixteen (16) condominium units and associated common areas.

**LOCATION:** 151 S. Main St, Ketchum, ID (Ketchum Townsite, AM Lot 1A, Block 20)

**NOTICE:** Property owners within 300 feet and affected agencies were mailed on Friday, January 15, 2016. Published in the Idaho Mountain Express on Wednesday, January 20, 2016.

**PUBLIC NOTICE:** The following notice was published in the Idaho Mountain Express on Wednesday, January 20, 2016 and mailed on Friday, January 15, 2016:



**NOTICE OF A PUBLIC HEARING BEFORE THE KETCHUM PLANNING AND ZONING COMMISSION**

<b>Meeting Date:</b>	Monday, February 8, 2016
<b>Meeting Time:</b>	5:30 PM, or thereafter as the matter can be heard.
<b>Meeting Location:</b>	City Hall Council Chambers, 480 East Avenue North, Ketchum, Idaho
<b>Project Name:</b>	151 South Main Hotel & Residences
<b>Project Location:</b>	151 S. Main St, Ketchum, ID (Ketchum, AM Lot 1A, Block 20 Ketchum Townsite)
<b>Applicant:</b>	Limelight Ketchum LLC
<b>Representative:</b>	James R. Laski
<b>Application Type:</b>	Condominium Subdivision - Preliminary Plat
<b>Project Description:</b>	The applicant is proposing to replat Lot 1A, Block 20 into 16 condominium units. The property is 1.11 acres in size and zoned Community Core (CC) Sub-district A, Retail Core.

**ZONING:** Community Core (CC) Sub-district A, Retail Core

**REVIEWER:** Rebecca F. Bundy, Senior Planner / Building and Development Manager

**GENERAL FINDINGS OF FACT**

1. The applicant is proposing to establish sixteen (16) condominium units, one being the hotel, another the ground floor retail space and the remaining fourteen (14) being residential condominium units, in addition to the associated common areas and limited common areas.
2. The units' configuration, size and layout conform to the approved Design Review, Planned Unit Development (PUD) and Building Permit plans for the project. The PUD approval supersedes the underlying zoning code requirements.
3. Attachments to the February 8, 2016 staff report:
  - A. Applicant Submittal
    - Application form, dated December 22, 2015
    - Preliminary plat, dated January 16, 2016
    - Utility and Grading Plan, dated September 30, 2015
    - DRAFT Declaration of Covenants, Conditions and Restrictions for 151 South Main Hotel and Residences, stamped "received" on January 25, 2016
    - DRAFT Bylaws of 151 South Main Hotel and Residences Owner's Association, Inc., stamped "received" on January 25, 2016
    - Articles of Incorporation
  - B. Public comment – None

4. The following provides staff's conclusions and analysis regarding the proposed condominium preliminary plat.

City Department Conclusions				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	City Code	City Standards and <i>Staff Conclusions</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	<b>Complete Application</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>City Department Conclusions</b>	<b>Police Department:</b> <ul style="list-style-type: none"> <li>No comment.</li> </ul>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<b>Fire Department:</b> <ul style="list-style-type: none"> <li>No comment.</li> </ul>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<b>City Engineer:</b> <ul style="list-style-type: none"> <li>No comment.</li> </ul>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<b>Streets:</b> <ul style="list-style-type: none"> <li>No comment.</li> </ul>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<b>Utilities:</b> <ul style="list-style-type: none"> <li>No comment.</li> </ul>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<b>Parks and Recreation:</b> <ul style="list-style-type: none"> <li>No comment.</li> </ul>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<b>Building:</b> <ul style="list-style-type: none"> <li>No comment.</li> </ul>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<b>Planning and Zoning:</b> <ul style="list-style-type: none"> <li>As outlined below in this staff report.</li> </ul>

Preliminary Plat Requirements				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	City Code	City Standards and <i>Staff Conclusions</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	<b>Complete Application</b>
			<b>Staff Conclusions</b>	<i>The application has been reviewed and determined to be complete.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.B <b>Preliminary Plat Procedure</b>	<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.</b>
			<b>Staff Conclusions</b>	<i>The applicant has submitted a draft copy of the proposed bylaws and condominium declaration of covenants, conditions and restrictions (CC&amp;R's) that provide for control and maintenance of common areas, recreational facilities and open space. Please note that the City does not enforce CC&amp;R's.</i>

Compliant			Standards and Staff Conclusions	
Yes	No	N/A	City Code	City Standards and <i>Staff Conclusions</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.060.D Garage</b>	<b>All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.</b>
			<b>Staff Conclusions</b>	<i>The garage is designated on the basement level of the plat. It identifies fourteen (14) parking spaces as residential limited common area. Article 7 of the CC&amp;R's provides for the association to assign parking spaces for the exclusive use of each residential unit. As limited common area, no garage space may be condominiumized or sold separately from a residential condominium unit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.060.E Storage Areas</b>	<b>Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.</b>
			<b>Staff Conclusions</b>	<i>Each residential condominium has a dedicated storage room in the basement of the building that has been designated as limited common area. Article 7 of the CC&amp;R's provides for the association to assign storage areas for the exclusive use of each unit. Storage is not allowed in the limited common area parking spaces. Section 13.9 of the CC&amp;R's provides that boats, campers and trailers may not be stored on the premises. In addition, the hotel has storage in the basement and sporting equipment storage on the main floor.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.060.F Maintenance Building</b>	<b>A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.</b>
			<b>Staff Conclusions</b>	<i>Maintenance facilities are provided in the form of common area and limited common area, located in the basement level of the building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.060.G Open Space</b>	<b>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.</b>
			<b>Staff Conclusions</b>	<i>Section 14.5 of the CC&amp;R's provides for a residential unit owners easement over and across certain hotel limited common area (such as the porte-cochere and exterior open space plaza on the ground level) which will be maintained by the hotel unit owner. Each residential condominium unit also has its own limited common area in the form of a deck, exclusive to that unit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.060.H General Applicability</b>	<b>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</b>

Compliant			Standards and Staff Conclusions	
Yes	No	N/A	City Code	City Standards and <i>Staff Conclusions</i>
				<b>condominium subdivisions.</b>
			<b>Staff Conclusions</b>	<i>As a condition of approval, all other provisions of this chapter and all applicable ordinances rules and regulations of the city and other governmental entities having jurisdiction shall be complied with by the condominium subdivision.</i>

### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and subdivision ordinance, Title 16.
3. The City of Ketchum Planning Department provided adequate notice of the time, place and summary of the applicant’s proposal to be heard by the Commission for review of this application.
4. The proposed preliminary plat does meet the standards of approval under Title 16, Chapter 16.04, subject to conditions of approval.
5. This approval is given for the 151 South Main Street Hotel and Residences Condominium Subdivision dated January 16, 2016 by Galena Engineering.

### DECISION

**THEREFORE**, the Ketchum Planning and Zoning Commission **approves** this preliminary plat application this Monday, February 8<sup>th</sup>, 2016, subject to the following conditions:

1. The Covenants, Conditions and Restrictions (CC&R’s) shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of the CC&R’s;
2. The failure to obtain final plat approval by the Council, of an approved preliminary plat, within one (1) year after approval by the Council shall cause all approvals of said preliminary plat to be null and void;
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder’s office concurrent with the recording of the Plat containing the following minimum data:

- a. Line work delineating all parcels and roadways on a CAD layer/level designated as “parcel”;
  - b. Line work delineating all roadway centerlines on a CAD layer/level designated as “road”; and,
  - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as “control”;
5. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units;
  6. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application;
  7. All requirements of the Fire, Utility, Building, Planning and Public Works departments of the City of Ketchum shall be met. All public improvements shall meet the requirements of the Public Works Department;
  8. The final plat shall not be signed by the City Clerk and recorded until the condominiums have received:
    - a. An approved life safety inspection for the building shell and all common areas from the Ketchum Building Official; and,
    - b. Completion of all design review elements as approved by the Planning and Zoning Administrator; and
  9. The Council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to Section 17.96.120; and
  10. All other provisions of Ketchum Municipal Code, Chapter 16, Subdivision Regulations, and all applicable ordinances rules and regulations of the city and other governmental entities having jurisdiction shall be complied with by the condominium subdivision.

Findings of Fact **adopted** this 22<sup>nd</sup> day of February, 2016.

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Steve Cook  
Planning and Zoning Commission Chairperson



**SPECIAL PLANNING AND ZONING COMMISSION MEETING**  
**Monday, February 8, 2016, 5:00 pm**  
**Ketchum City Hall, Ketchum, Idaho**

**Present:**           **Chairperson Steve Cook**  
                          **Commissioner Mike Doty**  
                          **Commissioner Betsy Mizell**  
                          **Commissioner Erin Smith**

- 1. SITE VISIT AT 500 N. Washington- in regard to the application by Kneebone Mixed Use, for a Pre-Application Design Review.**

The following features of the proposed project were viewed and discussed:

- Location of the building;
- Location of street trees;
- Onsite and street parking; and
- Height of the building and elevator shaft.

**Also Present:**   **Micah Austin, Planning and Building Director**  
                          **Rebecca Bundy, Senior Planner/Building and Development Manager**  
                          **Morgan Brim, Senior Planner/Current and Long-range Planning Manager**  
                          **Keshia Owens, Planning Technician**  
                          **Steve Kerns, Kneebone, LLC**  
                          **Ryan Botkins, Williams Partners/Kneebone**  
                          **Sean Flynn, Galena Engineering**  
                          **Rob King, Clemens Associates**  
                          **Jim Rosenfeld, Landowner**

The Commissioners had no further questions and the special site visit was concluded at about 5:20 pm.

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Steve Cook  
Planning and Zoning Commission Chair



# Planning and Zoning

## Regular Meeting

~ Minutes ~

480 East Avenue North  
Ketchum, ID 83340  
<http://ketchumidaho.org/>

Keshia Owens  
(208) 726-7801

Monday, February 8, 2016

5:30 PM

Ketchum City Hall

Commissioners Present: Steve Cook, Chairperson  
Michael Doty, Commissioner  
Betsy Mizell, Commissioner

Absent: Erin Smith, Commissioner  
Jeff Lamoureux, Commissioner

Staff Present: Micah Austin, Director of Planning & Building  
Rebecca Bundy, Senior Planner  
Morgan Brim, Senior Planner  
Stephanie Bonney, City Attorney  
Keshia Owens, Planning Technician

**1. 5:00 PM SITE VISIT: 500 N. Washington Avenue, Ketchum, Idaho (Ketchum, Lot 8, Block 15)**

Chairman Cook called the meeting to order at 5:35 PM. He noted that before the meeting there was a site visit to 500 N. Washington Avenue (Kneebone Mixed Use).

**2. 5:30 PM- CALL TO ORDER: City Hall, 480 East Avenue North, Ketchum, Idaho**

**3. CONSENT CALENDAR**

**4. PUBLIC COMMENT**

**a. Communications from the public for items not on the agenda.**

**5. COMMUNICATIONS FROM STAFF**

**a. WITHDRAWN FROM AGENDA - Geneva Lofts Design Review: The Commission will discuss and take action on a Design Review application by Geneva Lofts, represented by David Hertel, located at 171 Sun Valley Road (Ketchum Townsite, East 55' X 50' of Lots 7&8, Block 57).**

**b. 151 South Main Hotel & Residences Condominium Subdivision Preliminary Plat: The Commission will hold a public hearing and take action on an application by Limelight Ketchum, LLC, represented by James R. Laski, for a Condominium Subdivision-Preliminary Plat. The subject property is located at 151 South Main Street (Ketchum, AM Lot 1A, Block 20 Ketchum Townsite).**

**COMMENTS:**

Jim Laski, on behalf of Limelight Ketchum, with Sean Flynn and Jim Garrison is submitting an application for a preliminary plat and going through design review. Laski said that the purpose of the plat is to create 14 residential condominiums, a large hotel condominium unit, and a separate condominium unit that houses retail operation. Laski added that it is a 16-unit condominium.

Commissioner's Questions:

Commissioner Smith wanted to know how the ground floor drawing works and if the common areas that are carved are exterior bits on the building?

Laski said that the ground floor is basically the lobby of the hotel. Laski added that the area noted CA is common area and includes interior stairs that go up and down the building.

Staff Comments:

Bundy stated that the project was properly noticed and that it conforms to the design review PUD and building permit plans as approved. She added that there were no concerns from city department heads about the plat, it meets the criteria of Ketchum's Municipal Code Section 16.04.060, including CC&Rs, garages, and storage, but there is a clause in the CC&Rs that states there is to be no boat or RV storage in that garage. She also noted that the project has the required maintenance facilities, common space, and open space. She also noted that Staff recommends approval with conditions 1-10, which are standard conditions for a condominium or townhouse plat. She concluded by saying there is a correction with condition number 8, as it uses the word "townhouse" instead of "condominium."

Austin stated that public comment was received and they wanted to know why the project is being platted for 16 condos, instead of 14. Austin noted that the project is being platted for 14 residential, 1 hotel condo, and 1 common space condo.

Commissioner Smith said that the Bylaws and CC&Rs are included, but wanted to know if she should be concerned with this. Austin commented that Staff needs to verify that they are there and that how the Bylaws and CC&Rs are formed are entirely up to the applicant.

Commissioner Smith added that she thought it was very interesting that only 20% of voting members are needed to have a meeting when the hotel has 65%. There were no public comment or deliberation from the Commissioners.

Commissioner Smith moved to approve the condominium preliminary plat by Limelight Ketchum, LLC for 151 South Main Street Hotel and Residences Condominium Subdivision with conditions 1-10 below as corrected.

Commissioner Mizell seconded and all of the Commissioners were in favor.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Erin Smith, Commissioner
<b>SECONDER:</b>	Betsy Mizell, Commissioner
<b>AYES:</b>	Steve Cook, Mike Doty, Erin Smith, Betsy Mizell. Jeff Lamoureux

- c. **Kneebone Mixed Use Pre-Application Design Review: The Commission will take public comment and discuss a pre-application design review request by Kneebone, LLC, represented by Stephen T. Kearns, located at 500 N. Washington Ave, Ketchum, ID (Ketchum Townsite, Lot 8, Block 15).**

Chairman Cook noted that this application is a pre-application and comments are not binding at this point.

Ryan Botkins, Kneebone, LLC and Williams Partners Architects, said that the project is a three story mixed use building with parking access in the rear by the alley. He added that the existing structure will be demolished and some trees will be removed and street trees and street lights will be added. He commented that the ground floor level has commercial space that can be used as retail or office space,



commercial and retail space and there is also a common area entrance and side entrance just off of Washington. He added as the building continues up, the access to the penthouse is by elevator and there is a stair egress access as well. He noted that there is also a rooftop terrace which is also accessed by the elevator.

Botkins noted the materials that will be used:

- Bonderized standing seam that is staggered
- Rain screen mahogany
- Fiber cement panels in a rain screen fashion

Commissioner Cook asked for elaboration on the panels.

Botkins said that there will be a bonderized grey for the building and the sign will be mahogany.

Chairman Doty commented that bonderized is just a primer and Botkins confirmed that it will be a clear coat grey that will be sealed so that it does not continue to burn off.

Botkins said that a bench, bike rack, and trash receptacle will also be added to help create open space. He also pointed out that pavers will be used on the top pavers and the elevator shaft has been pushed back to reduce the visual impact.

Chairman Cook asked if the vertical metal siding is also what is being proposed on the north side of the building?

Botkins said that metal siding is being proposed on the north side of the building, but it is a zero lot line and either party can build a wall up.

Chairman Cook If there were any elevations or axon metric with that? Or any horizontal break points?

Botkins said that there is no horizontality or break points, but the property can build up to the same height making the wall no longer visible.

Commissioner Smith asked if there was any way to break up the wall because there is brand new construction going on next door and it's not going to change anytime soon and it is a pretty stark wall to be staring at for the next 10 to 15 years waiting for someone to develop the lot next door.

Botkins said that the building will be located in a transitional area and the intent is for the growth to continue down the street.

Commissioner Cook said that there should be an optimum solution for softening the building and the Commission has to look at development that may be far into the future. He added that he thinks consideration needs to be given to the applicant and they need to construct this in this matter.

Commissioner Doty added that there were a number of items in the staff report that the project was not compliant with and wanted to know if those issues had been addressed.

Botkins pointed out that Staff marked design review items on the Staff Report as not compliant and wanted to know why.

Brim said that one of the criteria of design review is limiting any obstruction to solar access, but it is not the most concrete standard because Ketchum has dimensional standards that allow the applicant to

build up to 42 feet. He added that the Commission could request a sun chart to see the potential impacts on the neighboring parcel, but this was a concern from the Building Department so it was included.

Commissioner Cook asked Botkins to go over the alley, snow removal trash, and ADA compliance.

Botkins pointed out that they have spoken with Clear Creek Disposal and noted that the dumpster will be on a pivot that will be accessed from the alley. He also mentioned that the project has a fully accessible ADA van space that took out several spots, but makes them compliant. He noted that landscaping has been brought up to code and said that vehicular traffic to go through a certain area.

Commissioner Smith suggested that the applicant speak with the person living next door because they also had challenges with garbage collection and how to get access for Clear Creek. She also said that maybe the applicant can join with the neighbor to make the collection more efficient and get a better use of space. She also wanted to know why there are two car spots and asked if they could be covered or more hidden.

Botkins said that one potential possibility is a screening fence, but the applicant is trying to avoid anything over 6 feet in that area.

Brim said that a wall, as long as it is a natural extension from a building and meets setbacks, can go over 6 feet in height. Bundy confirmed this and said that setbacks need to be met.

Chairman Cook said that the Commission would like the area to be screened.

Brim mentioned that the applicant can use a landscape planter instead of a wall to create more of a softened buffer.

Botkins said that an alcove may also be created for a bike rack and if the planter was brought out, it would push out the bike rack.

Commissioner Smith asked if the bike racks are meant for tenants of the building or if they will also be for public use?

Botkins added that this is a part of the requirement and that bike racks will be for private use.

Brim said that if this approach is taken the applicant will have to meet with the Public Works Department, but in some circumstances the bike rack is allowed to go into the public right-of-way.

Staff Comments:

Brim said that because this is a pre-application, but there are few things that still have to be dealt with:

- Materials Board (reflected in the plans)
- Snow Storage
- Criteria regarding how water drips down from the building into a storm-water facility
- Landscaping and vegetation (applicant will have to show if they plan to replace trees that will be taken down)
- Master Signage Plan
- Bike racks (must be visible from the main entrance)
- Lighting details to show the applicant is conforming with the Dark Sky Ordinance

Commissioner Lamoureux asked that Brim go through Parking and ADA requirements.

Brim said that he will research this and get back to the Commission.

Bundy added that this is a condition of Kith and Kin project and Staff has a security deposit from that applicant, but added it was not a van and Staff did not have to do anything with the ramp.

Brim added that the proposed ADA space is covered and not in an alleyway. He added that Staff is really happy with this because it provides a great access point.

Commissioner Mizell said that the project is supposed have a canopy that goes to the street and not just in between planters?

Brim said that this is a requirement of the new Design Review standards and the canopy will extend out more than 5 feet and not more than 3 feet; he asked that the applicant address this.

Brim noted the project's evaluation standards:

- The northern wall on the zero property line will need to be further addressed and will likely need to be broken up, as it will be very visible for many years.

Brim said that most of the criteria that was not met was because more information was needed.

Mizell asked if the building that is being demolished is historic?

Brim said that the building was relocated there and meets the fifty year criteria, but added that the building is not designated on a registry. He noted that the project will have to go through a 60 day noticing process.

Bundy confirmed this and added that by definition the building is historic because it is older than 50 years.

Commissioner's Comments:

Commissioner Smith asked if the ADA spot was a public spot?

Brim said that the spot is on private property and it would be for the private property.

Commissioner Mizell said that this will be a mixed use building and added that the way that Ketchum recycling works is that everything has to be sorted and noted that there should be an area for recycling.

Brim confirmed that a staging area for recycling would be a good thing to consider.

Chairman Cook said that there are a couple of references to the Ketchum spring water in the alley.

Brim said that this is only if the alleyway surface is changed and if the applicant is going to lower the alleyway or make a major change to it, the requirement would be a 6-foot drop in drainage plan.

Sean Flynn, Galena Engineering, said that the applicant is not planning on lowering the alley. The site drainage plan is in the works and the applicant will have it for the full design review. He added that he can assure the Commissioners that the alley will not be lowered.

Public Comment:

Rob said that there are 2 street lights that need to go in and the Public Works Department needs them to be at least 20 ft. back from the stop sign before they want to see a street tree. He added that Public Works doesn't want a tree right on the alley and the applicant has been given the direction to do three.

Commissioners Comments:

Commissioner Smith said that on Main Street behind Smokey Mountain Pizzeria there is another project that has a north facing wall and the architect, who is working on both projects, did vary the wall somehow.

Commissioner Doty said that the material selection is good and that a YMCA climbing wall should be avoided. He also added that Commission encourages designers to be creative. He also said that there is only a 6-inch separation between materials and encouraged the applicant to give the project a bit more character, as the project can be more than what it is now. He noted that the applicant should come up with a highly evolved methodology to develop parking.

Chairman Cook asked if the screening could be continued into an L-configuration.

Jeff Williams, Williams Partners, said that this can be addressed with some sort of screening. He added that the applicant is thinking of repeating the wood treatment that is at the base of the store front and closing off with a screen element that faces the party wall.

Commissioner Doty added that this sounds good and that it is important that this being integrated into the building.

Chairman Cook added that there should be a delineation of the parking lot. He also said that this is a great building and the Commission is touching back on some of the elements.

Steve Kerns, A and B Builders, asked if all sidewalks should be added with concrete pavers? He noted that their intention was to continue the concrete all around without pavers.

Brim said that Staff will speak with the Public Works Director, but this is an existing standard that may be taken out.

Bundy added that is the direction the Public Works Director is taken, as it is better for the Public Works and Streets Departments.

Austin added that it is highly unlikely that pavers will be approved, so the applicant should plan on using concrete.

Kerns read from the Staff Report that “all surface parking lots shall be designed with the following landscape features and use of porous or pervious surfaces in the parking lot design” he added that they are using asphalt and wanted clarification on this.

Brim added that this would be considered a surface parking lot and Staff will work with the applicant to see what can be figured out and added that some design review items are very specific.

Kerns also wanted to know about the setback requirements for lot screening.

Brim said that the wall should be no higher than 6 feet in height, but an architectural extension from the building would allow the applicant to go higher than 6 feet in height.

Commissioner Doty added that the elevator meets the criteria for being set back from the property line and that it is nice to know that green technology is being used.

Brim said that the zoning ordinance allows for a specific height and it is a right to build up to that height.

Chairmen Cook said that wall height will be an ongoing dilemma as the Commission will likely continue to get infill projects.

Commissioner Doty said that if the bonderized metal is going to be used, the applicant should understand how it will change over time.

Commissioner Lamoureux said that a letter from Clear Creek and the snow removal company would be nice. He also asked if the overhead powerline will be retained?

Brim confirmed that they will be.

**d. Zoning Ordinance Update – Phase II**

Brim said that the Design Review Chapter is scheduled for the March 7<sup>th</sup> meeting. He also said that the parking ordinance is being analyzed by a parking consultant and after this the study will be brought to the Commission. Brim added that the sign code is being updated to meet the Lee v. Gilbert standards.

Austin added that Staff will agree on a parking ordinance draft and will open it up to the public.

Chairman Cook asked for an overview of Austin’s study of the LI.

Austin said that he found the LI zones represent less than 3% of the city, yet it’s providing more than 18% of jobs in the city. He added that these jobs are specific to the LI and can’t be put anywhere else in Ketchum. He also noted that the LI is working well and introducing new uses to the zone could cause current uses to leave and never come back. Austin said that it was also recommended that the name of the LI be changed. He commented that the LI zone helps provide year round employment.

Commissioner Smith said that certain businesses have left the LI and are not coming back.

Austin confirmed that this is correct, as the image of the smokestack business is not was Staff is considering. Staff is considering businesses like studios for the LI. He noted that there is a lot of confusion on uses in the LI and many businesses that have been there still don’t know what they can do in the LI.

**6. FINDINGS OF FACT AND APPROVAL OF MINUTES**

- a. Dartnell Avalanche Deflection Wall Conditional Use Permit – Findings of Fact

**COMMENTS:**

No changes or corrections.

Chairman Cook motioned “to approve the Dartnell Avalanche Deflection Wall Conditional Use Permit Findings of Fact.”

All Commissioners, except Erin Smith, were in favor.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Steve Cook, Chairman
<b>SECONDER:</b>	Betsy Mizell, Commissioner
<b>AYES:</b>	Steve Cook, Mike Doty, Betsy Mizell, Jeff Lamoureux
<b>ABSTAIN:</b>	Erin Smith

- b. Heidelberg Hill Design Review- Findings of Fact

**COMMENTS:**

No changes or corrections

Chairman Cook motioned “to approve the Heidelberg Hill Residence Design Review Findings of Fact”

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Steve Cook, Chairman
<b>SECONDER:</b>	Betsy Mizell, Commissioner
<b>AYES:</b>	Steve Cook, Mike Doty, Betsy Mizell, Jeff Lamoureux
<b>ABSTAIN:</b>	Erin Smith

- c. Heidelberg Hill Mountain Overlay Design Review- Findings of Fact

No changes or corrections

Chairman Cook motioned “to approve the Heidelberg Hill Residence Mountain Overlay Design Review Findings of Fact”

All Commissioners, except Erin Smith, were in favor.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Steve Cook, Chairman
<b>SECONDER:</b>	Betsy Mizell, Commissioner
<b>AYES:</b>	Steve Cook, Mike Doty, Erin Smith, Betsy Mizell, Jeff Lamoureux
<b>ABSTAIN:</b>	Erin Smith

d. Heidelberg Hill Townhouse Subdivision Preliminary Plat-Findings of Fact

No changes or corrections

Chairman Cook motioned “to approve the Heidelberg Hill Residence Mountain Overlay Design Review Findings of Fact”

All Commissioners, except Erin Smith, were in favor.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Steve Cook, Chairman
<b>SECONDER:</b>	Betsy Mizell, Commissioner
<b>AYES:</b>	Steve Cook, Mike Doty, Erin Smith, Betsy Mizell
<b>ABSENT:</b>	Jeff Lamoureux

e. Minutes: January 11, 2016

Pg 159 (pg 5)- should be direction of flow

pg 6- should be a mechanically attached roof.

Pg 10- antique alley

Commissioner Mizell “motioned to approve the minutes from January 11, 2016 with amendments”

All Commissioners, except Erin Smith, were in favor.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Betsy Mizell, Commissioner
<b>SECONDER:</b>	Mike Doty
<b>AYES:</b>	Steve Cook, Mike Doty, Betsy Mizell, Jeff Lamoureux
<b>ABSTAIN:</b>	Erin Smith

7. FUTURE PROJECTS AND NOTICING REQUIREMENTS

Bundy said that there will be two Waterways Design Review at 303 Broadway and the other at Trailcreek, a remodel is being proposed and they require adjacent notification.

Austin said that the Auberge project is moving forward and they are not going to be purchasing any additional real estate. He added that the project that was approved is what the applicant will be moving forward with and if there are additional changes, they would be minor and similar to the Limelight Hotel. He noted that he does not anticipate this coming before the Commission.

Bundy said that Elevation 6000 is coming in for a townhouse final plat and will be noticed. She added that the applicant will be coming back for the final phase of the project.

Commissioner Smith asked about any updates on the Waterways Design Review for the Bigwood Church.

Bundy said that the prosecuting attorney has been working on negotiating with the attorney of the homeowners there.

Commissioner Smith wanted to know if they could never come back in front of the Commission and the prosecuting attorney and their attorney could decide what happens with waterways design review?

Bonney said that the prosecuting attorney is a city officer and she hopes that any resolution should be in conjunction with Staff.

Bundy added that mowing the grass is not an option.

## **8. STAFF REPORTS & CITY COUNCIL MEETING UPDATE**

Brim said that in the last City Council meeting, the Council heard The Spot Text Amendment and the Community School. He added that it has been decided that the use for The Spot is appropriate. He also said that they are in favor are approving the use, but want to limit the occupancy 100.

Austin said that the recommendation that the Commission put forth is what City Council went with.

Doty said that Staff's recommendation to City Council was denied and wanted to know how a disconnect happened between Staff and Commission recommendations.

Austin commented that Staff didn't have all of the information that it needed or a firm recommendation and the mayor and council directed Staff to do more research and take more time to come back with a list of development standards for the use. He added that Staff dug into details during a 2-month period and found that the LI-Zone could not accommodate for an assembly use.

Doty said that this something that the Commission would look into anyway. Austin confirmed and said that Commission doesn't get into building by building detail.

Doty commented that there is really no use going on at this time and wanted to know where shared parking would go.

Austin said that the Text Amendment was not site specific and parking had gotten to be a problem when the zone was opened for assembly uses.

Brim commented that the LI does allow for manufacturing and for things that have externalities, but Staff did not feel comfortable recommending approval because of the externalities.

Commissioner Smith said that when the Commission has a text amendment brought forth by an individual, all the Commission sees is that one project and what that one person wants to do. She added that the Commission doesn't do an analysis to see what a project could actually do.

Commissioner Doty said that with the Community School, the condition of approval encouraged that a sidewalk be built, but it has come across that a traffic study is required.



Austin said that when the study came back to Staff and showed that a sidewalk was not needed. He added that after the 6 pm hour, the sidewalks would be necessary and that this came from the sidewalk study.

**9. Commission reports and ex parte discussion disclosure**

Commissioner Doty mentioned the minimal footprint of a building and wanted to know if the 12-foot building pad that extends to the alley requirement had to be met in the CC zone.

Bundy said that the 12 feet aren't there and Staff has never required it. She added that parking needs to be off of the alley and should have a screening wall, she added that the Meyer Office Building is an example.

Brim said that this creates a building wall, but when there are overhead lines that make the project really difficult.

Chairmen Cook mentioned the Dartnell Avalanche Wall and said that as a Commission they depend on the avalanche reports. He added that the City should be more careful about who is generating the avalanche reports.

Bundy added that she read the avalanche study very carefully and that the Dartnell Avalanche Wall was designed to withstand forces. She added in order for the City to protect itself, Condition 3 prior to issuance of a building permit for any structure in the avalanche zone the applicant shall submit to the building inspector plans signed by a licensed engineer in the State of Idaho certifying that the proposed construction will withstand the forces, was added. She also noted that besides doing this there may not be much else the City can do.

Chairman Cook said that the applicant could reach out to any licensed engineer that may not have met avalanche certification and still get a project approved. He added that those walls are not going to protect against buildup of snow. He added that there should be verification and a system of checks and balances that can protect against this.

Bonney said that the City does not have a system of checks and balances to verify this and she also added that one application can't be singled out. She also noted that the city is exempted from any liability.

Austin added that Bruce Smith of Alpine Engineering provided an avalanche study for the City and this is the official opinion.

Bundy added that in the future we may want to get a third opinion.

Bonney asked how is this situation any different than any other structure.

Chairman Cook said that this is different because there are set standards that are involved with structural engineers.

Bundy said that the code is now requiring that all buildings in the avalanche zone be required to meet the standards of withstanding an avalanche.

Austin asked that Chairman Cook disclose any discussion and Chairman Cook noted that he has spoken with Bruce Smith from Alpine Engineering.

Austin mentioned City Hall Tours and said that the Mayor is inviting the Commission to take the tour of City Hall, which is ongoing.

Austin also commented that the Planning and Zoning Commission is the only board that still receives the packet in hard copy. He noted that the time difference is 30 mins to upload electronic packet and about 3-6 hours to prepare the paper copy.

Commissioner Lamoureux, Commissioner Doty, and Chairman Cook would like to continue to use hard copy binders.

**10. ADJOURNMENT**

Smith motioned to adjourn, Mizell seconded, all commissioners were in favor.

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Steve Cook  
Chairman, Planning and Zoning Commission