RESOLUTION NUMBER 07-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO APPROVING THE FORMS ATTACHED HERETO AS EXHIBITS A, B, C, D AND E AS THE FORMS TO BE USED FOR TDR TRANSFER INSTRUMENTS AS CALLED FOR IN CITY OF KETCHUM ORDINANCE NO. 1005.

WHEREAS, on February 22, 2007, the City Council passed Ordinance No. 1005 establishing requirements for transferring development rights ("TDR") in the City of Ketchum; and

WHEREAS, Ordinance No. 1005 requires the City Council to approve the form of the instruments to be used to sever, convey and affix TDRs as well as to restrict the future use and development of sending sites; and

WHEREAS, the Ketchum City Council has reviewed the forms for such instruments including an Order Severing Development Rights, TDR Conservation Easement, TDR Quitclaim Deed, Notice of Change in Ownership and Order Affixing Development Rights which are attached hereto as Exhibits A-D, respectively.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Ketchum, Idaho that the City Council hereby approves the forms attached hereto as Exhibits A, B, C, D and E as the forms to be used for TDR transfer instruments as called for in City of Ketchum Ordinance No. 1005.

This Resolution will be in full force and effect upon its adoption this second (2nd) day of April 2007.

CITY OF KETCHUM, IDAHO

Randy Hall, Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk

APPROVED AS TO FORM AND CONTENT:

Benjamin W. Worst,
City Attorney

Memorandum

To: Mayor Hall and City Council Members

From: Ben Worst, City Attorney.

Date: 3/26/2007

Re: **TDR Transfer Instruments.**

ISSUE: Prior to any TDR's actually being severed, transferred or affixed, the new TDR Ordinance requires that the City Council pass a resolution approving the form of the instruments to be used for these transactions. I have attached both the resolution and the instruments for your review and approval.

BACKGROUND: Four of the five instruments are very straightforward; however, the TDR Conservation Easement is complicated. This instrument will dictate the restrictions for all future use and development of the sending sites. Accordingly, please focus you efforts on the TDR Conservation Easement and consider the following questions:

- What should the City do if a restricted sending site is completely destroyed? Must the owner rebuild a replica, or may the owner rebuild anything he wants? What is the height limit for the new building? What is the allowable square footage for the new building?

- What should the City do if a sending site is partially destroyed? What percentage destruction should trigger repair and what percentage should trigger rebuilding?

- What should the City do if a sending site is determined to be unsafe? What percentage unsafe may a sending site be prior to being replaced?

- How should the City measure these percentages of destruction, damage or lack of safety? By square footage? By cost of repair relative to the value of the structure?

- How far should the City go in requiring that the condition of sending sites be maintained? Should the City inspect these properties? Should the City restrict remodeling? Should the City have a higher maintenance standard for the four buildings eligible for the national historic registry?

OPTIONS:

1. Pass the resolution adopting the form of the TDR transfer instruments.

2. Make revisions to the instruments and pass the resolution at the meeting.

3. Request comprehensive changes to the instruments and continue the resolution to another meeting.

RECOMMENDATION: I recommend Option No. 1, but only if you are comfortable with the instruments.

Please let me know if I can provide any additional information. Thank you.

RECORDING REQUESTED BY AND)
WHEN RECORDED RETURN TO:)
)
City of Ketchum)
P.O. Box 2315)
Ketchum, ID 83340)

(space above this line reserved for recorder's use)

TDR CONSERVATION EASEMENT

THIS TRANSFER OF DEVELOPMENT RIGHTS ("TDR") CONSERVATION EASEMENT is made this ___ day of _____, 200__ by and between _____ whose address is _____ ("Grantor") and the CITY OF KETCHUM, an Idaho municipal corporation, whose address is P.O. Box 2315, Ketchum, ID 83340 ("City"). Grantor and City are each a "Party" to this TDR Conservation Easement and are sometimes collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Grantor owns certain real property and the improvements thereon located in Blaine County, Idaho, commonly known as _____, and more particularly described as:

(legal description)

TOGETHER WITH all the improvements now or hereafter erected on the property and all easements, appurtenances and fixtures now or hereafter a part of the property, all replacements, improvements and additions (collectively the "Property"); and

WHEREAS, City has identified the Property as an eligible TDR sending site from which Grantor may sever and then transfer all of the Property's transferable development rights pursuant to Ketchum Municipal Code Section 17.64.I (the "TDR Ordinance") and Idaho Code Section 67-6515A; and

WHEREAS, Grantor may only sever such development rights by making application to City and by executing a TDR Conservation Easement in favor of City whereby Grantor agrees to maintain the Property in perpetuity and further agrees to restrict the use and development of the Property in perpetuity; and

WHEREAS, Grantor has applied with City to sever all of the transferable development rights from the Property pursuant to the TDR Ordinance; and

WHEREAS, such severance shall be complete and irrevocable upon execution and recording of both this TDR Conservation Easement and an Order Severing Development Rights issued by City.

GRANT OF EASEMENT

NOW, THEREFORE, in consideration of the Order Severing Development Rights, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells, assigns, conveys, transfers and delivers to City, its successors and assigns, a perpetual TDR Conservation Easement restricting the use and development of, on, above, over, under and through the Property (the "Easement") pursuant to all of the terms and conditions set forth below.

TERMS AND CONDITIONS

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated as an integral part of this Agreement.

2. Purpose. The purpose of this Easement is to preserve and protect the Property in perpetuity by requiring Grantor to maintain the Property in a condition as good or better than the condition of the Property on the date set forth above and by prohibiting Grantor from engaging in any construction on or development of the Property except as expressly provided for herein.

3. Property Condition. Grantor has filed an application with City to sever development rights from the Property. Such application is on file with City and all of the information contained in such application, including without limitation, descriptions of the Property, site plans, photographs, elevations, studies, surveys, reports and other materials and exhibits are hereby incorporated as an integral part of this Easement as if restated and reproduced herein in full (collectively the "Application"). The parties acknowledge that the Application is intended to establish the condition of the Property subject to the Easement as of the date set forth above. Both Grantor and City hereby acknowledge that the information contained in the Application accurately represents the condition of the Property at the time of execution of this Easement. The Parties agree that, in the event a controversy arises with respect to the nature and extent of the condition of the Property, the Parties may use all other relevant or material documents, surveys, reports and other information to assist in the resolution of the controversy.

4. Property Subject to Applicable City Codes. The Property is and shall remain subject to all applicable City Codes, including without limitation, the Zoning Code, Subdivision Code, Building Code and Fire Code, as such codes exist as of the date set forth above and as the same may be amended from time to time.

5. Grantor's Rights.

a. Transferable Development Rights. The total square footage of the Property eligible to transfer development rights pursuant to the TDR Ordinance is _____. Such eligible square footage yields _____ square feet of development rights that shall be severed from the Property and may be transferred pursuant to the terms and conditions of the TDR Ordinance. Once severed, such development rights may never be re-affixed to the Property.

b. Changes and Additions. If Grantor retains a portion of the transferable development rights, changes and additions to the Property shall meet the design regulations for Historic Buildings set forth in Ketchum Municipal Code Section 17.64.020.D. as that section currently exists and as it may be amended from time to time. Such additions shall be limited to the lesser of ten percent (10%) of the existing building square footage as documented in the Application or five-hundred (500) square feet, provided Grantor has retained or purchased enough development rights for such addition.

c. Repair and Restoration. If the improvements on the Property are damaged less than sixty percent (60%) of their assessed value at the time of such damage, Grantor shall repair such improvements by restoring them to the condition established in the Application subject to the Ketchum Municipal Code, as that Code presently exists and as it may be amended from time to time

d. Reconstruction. If the improvements on the Property are damaged sixty percent (60%) or more of their assessed value at the time of such damage, Grantor may either reconstruct such improvements to the condition established in the Application or construct new improvements. Such new improvements shall satisfy all applicable requirements of the Ketchum Municipal Code, as that Code presently exists and as it may be amended from time to time. The total permissible gross square footage of such new construction shall be calculated by taking the maximum gross square footage allowed on the Property under the Ketchum Municipal Code in existence at the time of application for reconstruction if development rights had not been severed from the Property less the total square footage of development rights that have been severed from the Property. All such new construction shall be confined to a single, ground-level floor. Underground improvements are permitted subject to the Ketchum Municipal Code in effect at the time of application and the square footage of all such underground improvements shall not be subtracted from the permissible maximum gross square footage. For buildings with a roof pitch under 5:12 or for mansard roof buildings, the maximum building height shall be _____ feet. For buildings with a roof pitch 5:12 or greater, the maximum height to the mean point of the ridge or ridges measured from the eave line to the ridge top shall be

____ feet. Roof ridges above the mean point may extend up to a height of ____ feet.

e. Reserved Rights. Grantor reserves all rights of ownership of the Property not expressly granted to City in this Easement.

6. Grantor's Obligations.

a. Maintenance. Grantor shall preserve and maintain the Property in a condition as good or better than that condition of the Property on the date set forth above as evidenced by the Application.

b. No Additions or Alterations. Grantor shall not construct any additions or improvements on the Property or make any alterations to the Property except as expressly provided by this Agreement and by Ketchum Municipal Code Section 17.64.I. as that section exists on the date set forth above.

7. City's Rights.

a. Right to Inspect. Upon reasonable notice, City shall have the right to enter upon the Property to perform reasonable inspections to determine whether Grantor's activities are in compliance with the terms of the Easement, whether Grantor is satisfying all of Grantor's Obligations under the Easement and whether the Property is being maintained in a condition as good or better than the condition documented in the Application. Nothing herein contained shall be construed as affording the public access to any portion of the Property.

b. Right to Compel Preservation and Maintenance. In the event that City determines that the Property is not being maintained in a condition as good or better than the condition documented in the Application, City may compel Grantor to preserve and maintain the Property as set forth in Section 8, herein below.

c. Right to Enjoin. In the event that City determines that any activity, use or structure on the Property or proposed for the Property is inconsistent with the activities, uses or structures permitted under this Easement, City may enjoin the same as set forth in Section 8, herein below.

8. Remedies, Breach and Restoration. In the event that City becomes aware of any activity, proposed activity or condition on the Property, whether caused by Grantor or a third party, in violation of the terms of the Easement, City may, at its option, seek immediate legal and equitable remedies, including without limitation, temporary restraining orders, preliminary and permanent injunctions, and specific performance to arrest such activity and compel compliance with the terms and conditions of the Easement and restoration of the Property. Alternatively, if City determines in its sole discretion that such activity, proposed activity or condition does not present an immediate threat to the Property, City shall notify Grantor in writing of such violation. Grantor shall

have thirty (30) days after the receipt of such notice to undertake appropriate actions, including restoration of the Property, that are reasonably calculated to swiftly correct the conditions caused by such violation. If Grantor fails to take such corrective action, City may, at its discretion, pursue all available legal and equitable remedies, including, without limitation, specific performance.

9. Covenant Running With the Land. The Easement created hereby is a covenant running with the land, forever making the Property the servient estate, enforceable with respect to the Property by City and its successors and assigns against Grantor and its heirs, successors, and assigns.

10. No Waiver. Enforcement of the terms and provisions of this Easement shall be at the sole discretion of City. Any forbearance on behalf of City to exercise its rights hereunder in the event of any breach by Grantor or its successors, agents or assigns shall not be deemed or construed to be a waiver of City's rights hereunder in the event of any subsequent breach.

11. Mediation of Disputes. In the event of any dispute arising hereunder, the Parties are encouraged, but not required, to use the services of a qualified, neutral third party mediator to resolve the dispute without litigation. Nothing herein shall prevent any Party from seeking immediate injunctive relief under the law when, in either Party's best judgment, continuation of an activity would irreparably harm its interests in the Property.

12. Liabilities. Grantor shall hold harmless, indemnify and defend City, its elected and appointed officials, employees, agents and volunteers from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including without limitation, reasonable costs and attorney fees, arising from or in any way connected with any decision of any court of competent jurisdiction determining that all or any portion of the TDR Ordinance, the transfer of development rights, the TDR transfer instruments or the transferred development rights are invalid.

13. Taxes. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property and to bear all costs of operation, upkeep and maintenance of the Property, and does hereby indemnify City there for.

14. Assignment. City may assign the Easement with Grantor's consent, which consent shall not be unreasonable withheld.

15. Change of Conditions. The fact that any use of the Property that is expressly prohibited by this Easement, or any other use as determined to be inconsistent with the purposes of this Easement, may become greatly more economically valuable than permitted uses, or that neighboring properties may in the future be put entirely to uses that are not permitted hereunder, has been considered by Grantor in granting this Easement. It is Grantor's belief that any such changes will increase the benefit to the public of the continuation of this easement, and it is the intent of both Grantor and City that any such changes will not be circumstances justifying the termination or extinguishment of this Easement. In

addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

16. Amendment. This Easement may only be amended by the mutual written agreement of Grantor and City which may be withheld by either party for any reason or no reason whatsoever.

17. Miscellaneous.

    a. Interpretation. The provisions of this Easement shall be construed to effectuate their purpose of historic preservation as set forth in this document and as set forth in Ketchum Municipal Code Section 17.64.I. No remedy or election given by any provision of this Easement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The parties acknowledge that each party and its counsel have reviewed and revised this Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Easement. In the event of any conflict between the provisions of this Easement and the provisions of any use and zoning restrictions of the City of Ketchum, or any other governmental entity with competent jurisdiction, the more restrictive provisions shall apply.

    b. Choice of Law. This Easement shall be interpreted in accordance with Idaho law.

    c. Covenant Running With the Land. Grantor and City intend that the Easement shall run with and burden title to the Property in perpetuity, and shall bind grantor, its successors, agents and assigns.

    d. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions hereof and the application of such provision to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

    e. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussion, negotiations, understandings or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with the provisions of this instrument.

    f. Recordation. This Easement shall be recorded in the official records of the Blaine County Recorder. All amendments shall by duly recorded as well.

TO HAVE AND TO HOLD the said Easement unto the said City, its successors and assigns, forever.

IN WITNESS WHREOF, Grantor has hereunto set its hand this ____ day of _____, 200_.

"GRANTOR"

_____
(Grantor)

"CITY"

City of Ketchum,
an Idaho municipal corporation

By: _____
Randy Hall, Mayor

Pursuant to § 17.64.I, Ketchum Municipal Code, and § 67-6515A, Idaho Code, the undersigned lienholder or other party with an interest of record in any of the affected property, hereby consent to the transfer of development rights.

"LIENHOLDER"

_____

ACKNOWLEDGEMENT FOR CITY

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this _____day of _____, 200_, before me, the undersigned Notary Public in and for said State, personally appeared RANDY HALL, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

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

_____
Notary Public for the State of _____
Residing at _____
My Commission Expires _____

ACKNOWLEDGEMENT FOR GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 200__, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the _____ of _____, _____, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same on behalf of said _____.

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

_____
Notary Public for the State of _____
Residing at _____
My Commission Expires _____

ACKNOWLEDGEMENT FOR LIENHOLDER

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 200__, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the _____ of _____, _____, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same on behalf of said _____.

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

_____
Notary Public for the State of _____
Residing at _____
My Commission Expires _____

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Ketchum
Post Office Box 2315
Ketchum, ID 83340

(Space above line for Recorder's Use)

NOTICE OF CHANGE IN TDR OWNERSHIP

TO: THE CITY OF KETCHUM, AN IDAHO MUNICIPAL CORPORATION AND ALL INDIVIDUALS OR ENTITIES CLAIMING ANY RIGHT TITLE OR INTEREST IN OR TO TDR NO. _____. Such transferable development right was created pursuant to Order Severing Development Rights No. _____ issued by the City of Ketchum, an Idaho municipal corporation, recorded in the official records of the Blaine County Recorder as Instrument No. _____ severing _____total square feet of transferable development rights from the following real property located in Blaine County, Idaho particularly described as:

(legal description)

NOTICE IS HEREBY GIVEN, that the following portion of the above-referenced development rights have been conveyed pursuant to Ketchum Municipal Code Section 17.64.I:

1. Please complete the following information:

TDR No.	Total Sq.Ft. of Original TDR	Total Sq. Ft. of TDR Owned by Conveyor Prior To Conveyance	Sq. Ft. Conveyed	Sq. Ft. Retained

3. Name and Address of Owner conveying interest in TDR:

_____
_____
_____
_____

4. Name and Address of New Owner:

_____

_____

_____

_____

6. Date of conveyance: _____.

7. Signature(s) of New Owner(s) _____.

"GRANTOR"

_____

"GRANTEE"

_____

Pursuant to § 17.64.I, Ketchum Municipal Code, and § 67-6515A, Idaho Code, the undersigned lienholder or other party with an interest of record in any of the affected property, hereby consent to the transfer of development rights.

"LIENHOLDER"

_____

ACKNOWLEDGMENT FOR GRANTOR

STATE OF IDAHO)
)ss.
County of Blaine)

On this _____ day of _____, 2007, before me, a Notary Public for said state, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at:_____
My commission expires:_____

ACKNOWLEDGMENT FOR GRANTEE

STATE OF IDAHO)
)ss.
County of Blaine)

On this _____ day of _____, 2007, before me, a Notary Public for said state, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at:_____
My commission expires:_____

ACKNOWLEDGMENT FOR LIENHOLDER

STATE OF IDAHO)
)ss.
County of Blaine)

On this _____ day of _____, 2007, before me, a Notary Public for said state, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at:_____
My commission expires:_____

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

_____
_____
_____
_____

(Space above line for Recorder's Use)

IN RE:	)	**File No. _____**
	)	
APPLICATION TO AFFIX	)	
DEVELOPMENT RIGHTS	)	**ORDER AFFIXING**
	)	**DEVELOPMENT RIGHTS**
(OWNER'S NAME)	)	
(LEGAL DESCRIPTION)	)	
_____	)	

Pursuant to Ketchum Municipal Code Section 17.64.I. and Idaho Code Section 67-6515A, **(Owner _____)** applied with the City of Ketchum, an Idaho municipal corporation, to affix certain transferable development rights in perpetuity from the following real property located in Blaine County, Idaho, particularly described as:

(legal description)

(the "Property").

Such application is complete, satisfies all of the requirements of Ketchum Municipal Code Section 17.64.I. and confirms that the Property is an eligible receiving site pursuant to Ketchum Municipal Code Section 17.64.I.

IT IS HEREBY ORDERED THAT, _____ square feet of transferable development rights from TDR No. **(Block#/Lot#/total square footage)** are hereby affixed in perpetuity to the Property pursuant to Ketchum Municipal Code Section 17.64.I.

DATED this _____ day of _____, 2007.

CITY OF KETCHUM,
an Idaho municipal corporation

By:_____
Randy Hall, Mayor

"PROPERTY OWNER"

_____

Pursuant to § 17.64.I, Ketchum Municipal Code, and § 67-6515A, Idaho Code, the undersigned lienholder or other party with an interest of record in any of the affected property, hereby consents to this Order Affixing Development Rights.

"LIENHOLDER"

_____

ACKNOWLEDGMENT FOR CITY

STATE OF IDAHO)
)ss.
County of Blaine)

On this _____ day of _____, 2007, before me, a Notary Public for said state, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at:_____
My commission expires:_____

ACKNOWLEDGMENT FOR PROPERTY OWNER

STATE OF IDAHO)
)ss.
County of Blaine)

On this _____ day of _____, 2007, before me, a Notary Public for said state, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at:_____
My commission expires:_____

ACKNOWLEDGMENT FOR LIENHOLDER

STATE OF IDAHO)
)ss.
County of Blaine)

On this _____ day of _____, 2007, before me, a Notary Public for said state, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at:_____
My commission expires:_____

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

_____
_____
_____
_____

(Space above line for Recorder's Use)

IN RE:	)	**File No. _____**
	)	
APPLICATION TO SEVER	)	
DEVELOPMENT RIGHTS	)	**ORDER SEVERING**
	)	**DEVELOPMENT RIGHTS**
(OWNER'S NAME)	)	
(LEGAL DESCRIPTION)	)	
_____	)	

Pursuant to Ketchum Municipal Code Section 17.64.I. and Idaho Code Section 67-6515A, **(Owner _____)** applied with the City of Ketchum, an Idaho municipal corporation, to sever all transferable development rights in perpetuity from the following real property located in Blaine County, Idaho, particularly described as:

(legal description)

(the "Property").

Such application is complete, satisfies all of the requirements of Ketchum Municipal Code Section 17.64.I. and confirms that the Property is an eligible sending site pursuant to Ketchum Municipal Code Section 17.64.I.

IT IS HEREBY ORDERED THAT, upon recordation of the TDR Conservation Easement, _____ square feet of transferable development rights, are hereby severed in perpetuity from the Property and that TDR No. **(Block#.Lot#.total square footage)** is hereby created and may be transferred pursuant to Ketchum Municipal Code Section 17.64.I.

DATED this _____ day of _____, 2007.

CITY OF KETCHUM,
an Idaho municipal corporation

By:_____
Randy Hall, Mayor

PROPERTY OWNER

_____

Pursuant to § 17.64.I, Ketchum Municipal Code, and § 67-6515A, Idaho Code, the undersigned lienholder or other party with an interest of record in any of the affected property, hereby consents to this Order Severing Development Rights.

"LIENHOLDER"

By:_____

ACKNOWLEDGMENT FOR CITY

STATE OF IDAHO)
)ss.
County of Blaine)

On this _____ day of _____, 2007, before me, a Notary Public for said state, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at:_____
My commission expires:_____

ACKNOWLEDGMENT FOR PROPERTY OWNER

STATE OF IDAHO)
)ss.
County of Blaine)

On this _____ day of _____, 2007, before me, a Notary Public for said state, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at:_____
My commission expires:_____

ACKNOWLEDGMENT FOR LIENHOLDER

STATE OF IDAHO)
)ss.
County of Blaine)

On this _____ day of _____, 2007, before me, a Notary Public for said state, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at:_____
My commission expires:_____

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

_____
_____
_____
_____

_____
(Space above line for Recorder's Use)

TDR QUITCLAIM DEED

THIS **TDR QUITCLAIM DEED** is made and entered into this ____ day of _____, 2007, between

_____ as **GRANTOR**, and

_____ as **GRANTEE**,

whose address is _____.

WITNESS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby convey, release, remise and forever quitclaim unto Grantee all right, title and interest Grantor now has in that certain number of square feet of those certain transferable development rights as follows:

_____ square feet of TDR No. _____ (Block#.Lot#.total square footage)

TDR No. _____ was created pursuant to Order Severing Development Rights No. _____ issued by the City of Ketchum, an Idaho municipal corporation, recorded in the official records of the Blaine County Recorder as Instrument No. _____ severing _____total square feet of transferable development rights from the following real property located in Blaine County, Idaho particularly described as:

(legal description)

TO HAVE AND TO HOLD, the said development rights unto the said Grantee and to its successors and assigns forever.

DATED this _____ day of _____, 2007.

"GRANTOR"

_____

"GRANTEE"

_____

Pursuant to § 17.64.I, Ketchum Municipal Code, and § 67-6515A, Idaho Code, the undersigned lienholder or other party with an interest of record in any of the affected property, hereby consent to the transfer of development rights.

"LIENHOLDER"

_____

ACKNOWLEDGMENT FOR GRANTOR

STATE OF IDAHO)
)ss.
County of Blaine)

On this _____ day of _____, 2007, before me, a Notary Public for said state, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at:_____
My commission expires:_____

ACKNOWLEDGMENT FOR GRANTOR

STATE OF IDAHO)
)ss.
County of Blaine)

On this _____ day of _____, 2007, before me, a Notary Public for said state, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at:_____
My commission expires:_____

ACKNOWLEDGMENT FOR LIENHOLDER

STATE OF IDAHO)
)ss.
County of Blaine)

On this _____ day of _____, 2007, before me, a Notary Public for said state, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at:_____
My commission expires:_____