



## AGENDA

### PUBLIC PARTICIPATION INFORMATION

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**If you would like to comment on a public hearing agenda item, please select the best option for your participation:**

1. Join us via Zoom (*please mute your device until called upon*).  
**Join the Webinar:** <https://ketchumidaho-org.zoom.us/j/81208419505>  
Webinar ID: 812 0841 9505
2. Address the Commission in person at City Hall.
3. Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (*by noon the day of the meeting*).

*This agenda is subject to revisions. All revisions will be underlined.*

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### CALL TO ORDER:

### ROLL CALL:

### COMMUNICATIONS FROM COMMISSIONERS:

### CONSENT AGENDA:

*Note re: ALL ACTION ITEMS - The Commission is asked to approve the following listed items by a single vote, except for any items that a commissioner asks to be removed from the Consent Agenda and considered separately.*

1. ACTION ITEM: Approval of the April 11, 2023 minutes

### PUBLIC HEARING:

2. ACTION ITEM: Recommendation to hold a public hearing, review, and provide feedback on the Mountain Overlay Design Review, Townhouse Preliminary Plat, and Conditional Use Permit applications for the detached townhomes at 402 Sage Road.

### NEW BUSINESS:

3. Interim Ordinance Workshop: Community Core Rooftop Dimensional Standards

**ADJOURNMENT:**



**CALL TO ORDER:** *(00:00:25 in video)*

Neil Morrow called the meeting of the Ketchum Planning and Zoning Commission to order at 4:30p.m.

**ROLL CALL:**

Neil Morrow  
Susan Passovoy  
Brenda Moczygemba  
Tim Carter  
Spencer Cordovano

**ALSO PRESENT:**

Morgan Landers—Director of Planning and Building  
Abby Rivin—Senior Planner  
Adam Crutcher—Associate Planner  
Paige Nied—Associate Planner  
Heather Nicolai-Planning Technician & Office Administrator

**COMMUNICATIONS FROM COMMISSIONERS:** *(00:00:42 in video)*

**CONSENT AGENDA:** *(00:1:10 in video)*

1. ACTION ITEM: Approval of the March 28, 2023 minutes

**Motion to approve March 28, 2023 Minutes** *(00:01:28 in video)*

**MOVER:** Susan Passovoy

**SECONDER:** Brenda Moczygemba

**AYES:** Spencer Cordovano, Tim Carter, Susan Passovoy, Neil Morrow, Brenda Moczygemba

**RESULT: ADOPTED UNANIMOUSLY**

2. ACTION ITEM: ACTION ITEM: Recommendation to review and approve the Findings of Fact, Conclusions of Law, and Decision for the 211 N Leadville Design Review application File No. P22-066

**Motion to approve the Findings of Fact, Conclusions of Law, and Decision for the 211 N Leadville Design Review application File No. P22-066.** *(00:03:00 in video)*

**MOVER:** Susan Passovoy

**SECONDER:** Brenda Moczygemba

**AYES:** Spencer Cordovano, Tim Carter, Susan Passovoy, Neil Morrow, Brenda Moczygemba

**RESULT: ADOPED UNANIMOUSLY**

3. ACTION ITEM: Recommendation to review and approve the Findings of Fact, Conclusions of Law, and Decision for the 211 N Leadville Conditional Use Permit application File No. P22-066A

**Motion to approve the Findings of Fact, Conclusions of Law, and Decision for the 211 N Leadville Conditional Use Permit application File No. P22-066A. (00:03:00 in video)**

**MOVER:** Susan Passovoy

**SECONDER:** Brenda Moczygemba

**AYES:** Spencer Cordovano, Susan Passovoy, Neil Morrow, Brenda Moczygemba

**RESULT: ADOPED UNANIMOUSLY**

4. ACTION ITEM: Recommendation to review and approve the Findings of Fact, Conclusions of Law, and Decision for the 200 N Leadville Design Review application File No. P22-035

**Motion to approve the Findings of Fact, Conclusions of Law, and Decision for the 200 N Leadville Design Review application File No. P22-035. (00:04:10 in video)**

**MOVER:** Brenda Moczygemba

**SECONDER:** Susan Passovoy

**AYES:** Spencer Cordovano, Tim Carter, Susan Passovoy, Neil Morrow, Brenda Moczygemba

**RESULT: ADOPED UNANIMOUSLY**

5. ACTION ITEM: Recommendation to review and approve the Findings of Fact, Conclusions of Law, and Decision for the 200 N Leadville Condominium Preliminary Plat application File No. P22-035A

**Motion to approve the Findings of Fact, Conclusions of Law, and Decision for the 200 N Leadville Condominium Preliminary Plat application File No. P22-035A. (00:04:10 in video)**

**MOVER:** Brenda Moczygemba

**SECONDER:** Susan Passovoy

**AYES:** Spencer Cordovano, Tim Carter, Susan Passovoy, Neil Morrow, Brenda Moczygemba

**RESULT: ADOPED UNANIMOUSLY**

6. ACTION ITEM: Recommendation to approve Planning and Zoning Commission determination and recommendation on PEG Permits, Conditions Acceptance Agreement

**Motion to approve Planning and Zoning Commission determination and recommendation on PEG Permits, Conditions Acceptance Agreement. (00:05:29 in video)**

**MOVER:** Brenda Moczygemba

**SECONDER:** Tim Carter

**AYES:** Spencer Cordovano, Tim Carter, Susan Passovoy, Neil Morrow, Brenda Moczygemba

**RESULT: ADOPED UNANIMOUSLY**

7. ACTION ITEM: Recommendation to approve Planning and Zoning Commission determination and recommendation on amendment to PEG PUD/CUP P19-063.

**Motion to approve Planning and Zoning Commission determination and recommendation on amendment to PEG PUD/CUP P19-063. (00:05:29 in video)**

**MOVER:** Brenda Moczygemba

**SECONDER:** Tim Carter

**AYES:** Spencer Cordovano, Tim Carter, Susan Passovoy, Neil Morrow, Brenda Moczygemba

**RESULT: ADOPED UNANIMOUSLY**

8. ACTION ITEM: Recommendation to review and approve the Findings of Fact, Conclusions of Law, and Decision for the 402 Evergreen Lane Addition Planned Unit Development Conditional Use Permit Application File No. P22-033

**Motion to approve the Findings of Fact, Conclusions of Law, and Decision for the 402 Evergreen Lane Addition Planned Unit Development Conditional Use Permit Application File No. P22-033. (00:06:15 in video)**

**MOVER:** Susan Passovoy

**SECONDER:** Tim Carter

**AYES:** Spencer Cordovano, Tim Carter, Susan Passovoy, Neil Morrow, Brenda Moczygemba

**RESULT: ADOPED UNANIMOUSLY**

**PUBLIC HEARING: (00:06:40 in video)**

9. ACTION ITEM: Recommendation to review and approve the Design Review (P22-031), Townhouse Preliminary Plat (P22-031A), and Phased Development Agreement #22844 and adopt the Findings of Fact, Conclusions of Law, and Decision for the 7th Street Townhomes project, Lot 3, Block 68, Ketchum Townsite

- Staff Presentation: Paige Nied—Associate Planner (00:08:30 in video)
- Commission Questions/Comments for Staff (00:14:02 in video)
- Applicant Presentation by: Chad Blincoe, Blincoe Architecture (00:20:33 in video)
- Commission Questions/Comments for Applicant (00:29:55 in video)

**Public Comment: (00:33:30 in video)**

- Gretchen Flint (00:33:50 in video)
- Monica Montgomery (00:35:16 in video)
- Thia Konig (00:38:25 in video)

**Public Comment Closed: (00:43:01 in video)**

- Staff response to questions from public comment (00:43:10 in video)
- Commission deliberations and discussion (00:47:30 in video)

**Motion to approve the Design Review (P22-031), Townhouse Preliminary Plat (P22-031A), and Phased Development Agreement #22844 and adopt the Findings of Fact, Conclusions of Law, and Decision for the 7th Street Townhomes project, Lot 3, Block 68, Ketchum Townsite. (00:55:35 in video)**

**MOVER:** Susan Passovoy

**SECONDER:** Tim Carter

**AYES:** Spencer Cordovano, Tim Carter, Susan Passovoy, Neil Morrow, Brenda Moczygemba

**RESULT: ADOPED UNANIMOUSLY**

**\*\*\*\*Break for 5 minutes\*\*\*\***

**NEW BUSINESS:** (01:00:00 in video)

10. Discussion of Refined Scope of Work for Permanent Adoption of Interim Ordinance 1234.

- Staff Presentation: Abby Rivin—Senior Planner (01:00:07 in video)
- Commission Questions/Comments for Staff & Staff Responses/Recap (01:17:20 in video)

**Public Comment:** (01:59:25 in video)

- Thia Konig (01:59:30 in video)

**Public Comment Closed:** (02:02:35 in video)

**\*\*\*\*Break for 5 minutes\*\*\*\***

11. Discussion of Mountain Overlay Design Review Criteria and application of Commission Interpretations related to Mountain Overlay projects

- Staff Presentation: Morgan Landers—Director of Planning & Building (02:05:15 in video)
- Commission Questions/Comments for Staff & Staff Responses (01:17:20 in video)

**Public Comment:** (02:55:55 in video)

- Alex Nelson, Alpine Enterprises, Civil Engineer (02:36:05 in video)
- Thia Konig (02:59:00 in video)

**Public Comment Closed:** (03:00:20 in video)

- Commission Feedback & Staff Responses/Recap (03:00:22 in video)

**ADJOURNMENT:**

**Motion to adjourn at 7:46pm** (03:13:22 in video)

**MOVER:** Neil Morrow

**SECONDER:** Spencer Cordovano

**AYES:** Spencer Cordovano, Susan Passovoy, Tim Carter, Neil Morrow, Brenda Moczygemba

**RESULT: ADOPTED UNANIMOUS**

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Neil Morrow – P & Z Commissioner

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Morgan Landers – Director of Planning & Building



STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
REGULAR MEETING OF MAY 9, 2023

- PROJECT:** Sage Mountainside Townhomes
- APPLICATION TYPE:** Mountain Overlay Design Review (Application File No. P22-070)  
Townhouse Preliminary Plat (Application File No. P22-070A)  
Conditional Use Permit (Application File No. P22-070B)
- PROPERTY OWNER:** Sage Mountainside LLC.
- REPRESENTATIVE:** Shilpa Sushil, Connect Homes (Architect)
- REQUEST:** Mountain Overlay Design Review, Townhouse Preliminary Plat, and Conditional Use Permit for two 4,820 square foot detached townhomes, a new townhome subdivision and a concrete avalanche protective wall.
- LOCATION:** 400 & 402 Sage Road (Living Springs Townhomes)
- ZONING:** General Residential - Low Density (GR-L) & Mountain Overlay (MO)
- REVIEWER:** Adam Crutcher – Associate Planner
- NOTICE:** A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on April 19, 2023. The public hearing notice was published in the Idaho Mountain Express on April 19, 2023. A notice was posted on the project site and the city's website on April 24, 2023. The story pole was installed on the project site on April 24, 2023.

**I. EXECUTIVE SUMMARY**

The applicant is proposing to demolish an existing attached townhouse and construct two new detached modular townhomes (the "project") located at 400 & 402 Sage Road (the "subject property") within the General Residential – Low Density Zoning District (the "GR-L Zone") and Mountain Overlay District (the "MOD"). The proposed townhomes are 4,820 square feet each and contain four bedrooms and a two-car garage. A conditional use permit is required for the project as an avalanche protective wall spanning the length of the two townhomes is proposed. A townhouse preliminary plat to vacate the existing Living Springs Townhomes subdivision and reestablish new townhouse sublots. The project plans for all applications are included as Attachments A-F.

The subject property (See Figure 1) is comprised of one lot subdivided into two townhouse sublots. The lot is part of the Warm Springs Village Subdivision, Fourth Addition that was created in 1961 under the jurisdiction of Blaine County. The attached townhouse was constructed in 1996 under Blaine

County's development standards prior to the subject property being annexed into the City of Ketchum. At the time of construction, there were no development standards specific to hillside development. After annexation into the City of Ketchum, approval for the townhouse subdivision was granted in 2001.



Figure 1. 402 Sage Rd (blue) Vicinity Map

While the existing attached townhome is more than 50 years old, the building is not designated on the city's adopted Historic Building/Site List. Review by the Historic Preservation Commission is not required; however, a demolition permit cannot be issued for the existing residence until a 60-day waiting period has concluded (KMC §15.16.040.B3) and a complete building permit application for a replacement project on the property has been accepted by the city and required fees have been paid (KMC §17.20.010.B).

Pursuant to Ketchum Municipal Code (KMC) §17.104.050.A, design review is required for the "construction or placement of new buildings or structures, including additions to any such structures or buildings existing at the effective date hereof, upon real property within the Mountain Overlay Zoning District." The project is subject to all Mountain Overlay design review criteria and standards specified in KMC §17.104.070 as well as all applicable design review standards specified in KMC §17.96.060.

Staff believes the project conforms to the zoning and dimensional standard requirements and most of the design review and mountain overlay design review criteria. However, staff has concerns related to the screening of the avalanche wall, flatness of the buildings, and encroachment into 25% hillside. Staff also believes the project conforms with the townhouse preliminary plat requirements. Staff recommends the Commission review the application and provide feedback to the applicant on potential revisions to address staff's concerns.



## II. BACKGROUND

The Planning and Building Department received the Mountain Overlay Design Review, Townhouse Preliminary Plat & Conditional Use Permit for the project on December 12, 2022. Following the receipt of the applications, staff routed the application materials to all city departments for review. The applications were reviewed concurrently, and the applications were deemed complete on April 13, 2023 after two rounds of review.

## III. CONFORMANCE WITH ZONING AND DESIGN REVIEW STANDARDS

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

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

The 2014 Comprehensive Plan contains the community's vision for Ketchum and sets goals and policies to guide future development. The vision is shaped by 10 core values identified by Ketchum residents as important to consider for all future land uses decisions. The community's core values include protecting the community character of Ketchum and preserving its environmental quality and scenic beauty. Ketchum's undeveloped hillsides are visual assets that define the character of our community. Protecting and preserving Ketchum's natural resources is critical to maintaining our economy, quality of life, and community identity. The comprehensive plan states:

*Community Character: You know when you have entered Ketchum; this is a place centered on the "town" and identifiable from the "country" by distinct edges. Residents and visitors desire this clear division that has been lost in so many American cities through strip commercial development and sprawling residential subdivisions. Protecting and enhancing the visual character of our community gateways, the undeveloped hillsides, and night skies is a priority (page 9).*

*Environmental Quality and Scenic Beauty: Ketchum's citizens place great value on the exceptional natural setting and resources of the Wood River Valley. The community is surrounded by rugged alpine peaks, forested and sage-covered open spaces, pristine wildlife habitat, and beautiful rivers and riparian areas. Key open spaces create visual buffers between the built and natural environment. Unobstructed views exist in every direction in large part due to Ketchum's wide streets and lack of hillside development. These environmental features and resources sustain our economy and are why many people choose to live in Ketchum. We will be excellent stewards of these resources in order to preserve them for the future (page 10).*

The comprehensive plan sets policies to guide land-use decisions and identifies the following goals regarding hillside development:

- Establish and maintain open space buffers in important scenic areas to maintain the community's separate identity from surrounding communities and to protect views and open space.
- Protect and enhance views of the surrounding mountains and natural features.

- Continue to protect hillsides within the City and the Area of City Impact from further development. Enforce and encourage strengthening of the Mountain Overlay standards of the City and County, by using a variety of techniques; such as clustering at lower elevations, creating conservation easements, or purchasing private property on hillsides.
- Protect and incorporate natural features into newly developing areas. Conserve the natural patterns of streams, ridgelines, topography, riparian areas, and wildlife habitat areas.

The MOD ensures the preservation of Ketchum’s surrounding hillsides and ridgelines and minimizes impacts on natural topography, geology, soils, drainage, wildlife, and native vegetation. The Mountain Overlay design review standards reduce visual impact by directing building sites away from higher elevations and keeping hillsides open and unobstructed. Additionally, Mountain Overlay standards protect public health, safety, and welfare by ensuring the adequate provision of emergency services, fire protection, and utilities.

The comprehensive plan's future land use map identifies two different future land use designations for the property, the lower and upper portions of the property. The map designates the future land use for the downhill portion of the subject property as low-density residential. Desired primary uses within this future land use category include single-family and duplex residences as well as accessory units. The detached townhomes fall within the primary uses of the low-density residential land use category. Open space is identified as an appropriate secondary use that complements the low-density residential units. The uphill portion subject property is designated as open space, parks & recreation which does not encourage any development in that area of the property. The proposed townhouses are sited at the lowest elevation within the low-density designation portion of the parcel, preserving the natural topography of the hillside above.

Protecting the visual character of the hillsides is a vital aspect of the Mountain Overlay. The proposed detached townhomes are sited lower on the property than the existing townhomes and will not be seen from public vantage points. The proposal is also sited lower than many of the existing developments along Sage Rd.

Staff believes that the goals and policies of the comprehensive plan related to hillside development are met with the proposed project as detached townhomes are within the list of primary uses anticipated in the future land use category and due to the location of the structures, the visual character of the hillside is not impacted.

## **Criteria 2: Applicable Standards and Criteria**

### Conformance with Design Review Improvements and Standards

As the project occurs in the MOD, the project is subject to both Mountain Overlay criteria as well as Design Review criteria outlined in 17.96.060. During department review, city staff reviewed the project for conformance with all design review standards and required improvements specified in KMC §17.96.060. Additionally, staff reviewed the project for conformance with all city code requirements for right-of-way improvements, utilities, and drainage. Staff believes a majority of the Design Review standards have been met but has a few areas of concern and requests feedback. These areas of concern are addressed below. Please see Attachment I for staff’s comprehensive design review standards analysis.

### *Compatibility of Design*

Pursuant to Ketchum Municipal Code §17.96.060.E1, “The project’s materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.” Sage Road features residences built at varying timeframes resulting in a diverse range of materials and architectural styles. This has resulted in a mix of architectural styles used with newer residences leaning towards a mountain modern style (flat roofs, high percent of glazing, and less warm materials) and older residences featuring more traditional mountain architecture materials (logs and native stone with a more rustic feel). Still, the neighborhood features more traditional mountain architecture than mountain modern design. The proposed residences utilize materials more commonly used in mountain modern architecture such as cement board siding, cedarwood siding and dark bronze metal trim around windows and doors. Upon initial submittal, staff expressed concern regarding the amount of proposed glazing and lack of material differentiation. The applicant revised the project to reduce glazing along the northern elevations and introduce more wood siding at Level 1 entry patio which staff views as positive changes. Staff still believes additional revisions are needed as the current design does not meet the criteria. Staff requests the Commission review the proposal and provide feedback on whether the projects materials and coloration are complementary to the surrounding neighborhood.

### *Architectural Features*

KMC Section 17.96.060.F2 & 5 state, “The building character shall be clearly defined by the use of architectural features” and “Buildings walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.” As stated previously, the proposed development includes two detached modular townhomes which are identical and utilize mountain modern design. As seen with other mountain modern developments in Ketchum, the project utilizes clean lines, large windows, and a natural color palette. Staff does have concern regarding the second and third floors with respect to the above-mentioned criteria. The buildings feature a step back after the first floor to allow for the walkout deck on the front of the building but little undulation and use of architectural features is used on the upper floors, resulting in the buildings coming off as bulky and flat. Staff provided this feedback to the applicant during department review. The applicant made revisions to include Juliette balconies, steel awnings, and introduced changes to materials to create more visual interest. Staff does view these changes as positive but still sees the buildings as flat and lacking in architectural features.

### *Avalanche Wall Screening*

The proposed avalanche varies in exposed height between 13’ to 21’ at some points of the project, resulting in a feature that can alter the beauty of the land if not screened properly. The avalanche overlay section of the Ketchum Municipal Code has a standard specifically when avalanche protective devices are proposed. KMC 17.92.010.D.2 states, “As a further condition of any conditional use permit, appropriate landscaping may be required where such structures, devices or earthwork alter the natural slope or beauty of the land.” The landscape plan (Sheet L1) shows a variety of shrubs and trees to be planted on the side yards of the project resulting in screening of the avalanche wall as extends towards the side yards, which staff feels is acceptable. However, the area where staff feels some improvement is still needed, occurs in the middle of the two detached structures. Between the structures, the exposed portion of the wall is approximately 15’ feet wide and 20 feet tall. The applicant has proposed installing a trellis along the downslope side of the avalanche wall for vines to grow. Staff believes this is not sufficient vegetative screening especially in winter months when most vine species lose their leaves. There is also a design review criteria KMC 17.96.060.F4 which states, “Accessory structures, fences, walls and landscaping features within the project shall match or complement the principal building. Much like the avalanche criteria referenced above, this criteria

speaks to accessory structures on a property not detracting from the building. In order for the avalanche protective wall to not conflict with those standards larger vegetation will be needed to screen the middle section. Staff recommends additional vegetative screening be introduced, such as coniferous tree species, whose height is tall enough to sufficiently screen the wall and does not lose its foliage in the winter.

#### Conformance with Mountain Overlay Standards

In general, staff believes the mountain overlay design review criteria outlined in 17.104.060 is met, however, staff does not believe the application meets design review criteria #10 which states “Are there other sites on the parcel more suitable for the proposed development in order to carry out the purposes of this section”. Criteria #10 was further defined by Zoning Code Interpretation 22-001 (Attachment K) regarding the redevelopment of nonconforming properties in the MOD and development into 25% slopes.

The Commission determined that existing nonconforming properties may be redeveloped under the following conditions:

- A. If the property configuration is proposed to be modified (lot line adjustment, lot consolidation etc.), then the new property configuration must establish a building envelope on the lowest portion of the property. Existing non-conforming building footprints are not permitted to be redeveloped outright. If a more compliant alternative at a lower elevation on the hillside property exists, then the new home must be sited in the more suitable area for redevelopment.
- B. If the property configuration is not being altered or changed, then a new home may be constructed at the Commission’s discretion through Mountain Overlay Design Review provided that the project does not exceed the height or limits of disturbance of the existing nonconforming home. The building footprint shall conform as close as possible to the existing building.

As noted in the executive summary, the applicant is proposing to demolish the existing attached townhouses and reconfigure the lot. Therefore, the project falls under subsection A of the interpretation, and needs to demonstrate that the proposed project is on the lowest portion of the property and should be in a more compliant location if possible. Based on discussions with the Commission during a work-session on April 11th, staff believes that more compliant and suitable locations for development are those outside of 25% slopes.

Currently, an attached townhouse exists on the subject property and is located outside of the 25% slope area as shown on the Living Springs Townhomes plat from 2001 (Figure 2). As the existing development sits closer to the western side property line, the 25% area which encroaches closer to Sage Rd on the western portion of the lot does not currently have any structures which encroach.

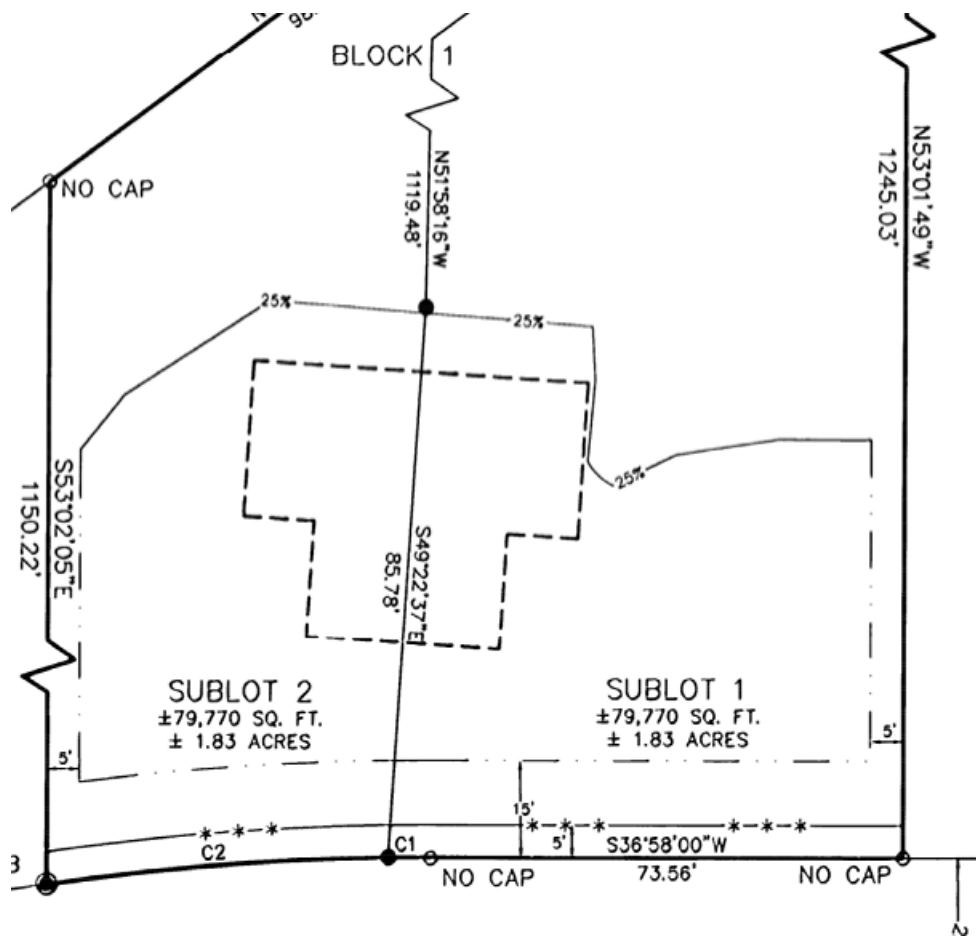


Figure 2. Living Springs Townhomes Plat (2001)

The proposed development differs by having portions of the development extend into the 25% area of the lot. Of the proposed townhouses, the western townhouse does not have any encroachment into the 25% slope area while the eastern townhouse does have a portion of the structure and avalanche wall extend into the 25% area as shown in Figure 3. The MOD does encourage development to be sited down on the hillside, which the proposed development does by having smallest required front yard setback. However, as the proposed development uses more of the western portion of the lot, the development does see encroachment into the 25% area.



Figure 3. Encroachment of building into 25% slope (circled in black).

Staff requests feedback on whether the proposed encroachment into 25% meets MOD criteria #10 and the zoning interpretation.

Conformance with Zoning Regulations

During city department review, planning staff reviewed the project for conformance with all applicable zoning code requirements including permitted uses, dimensional limitations, parking, development standards, and dark skies. Staff believes the project complies with all zoning code regulations and dimensional standards required in the GR-L Zone. Comprehensive analysis of the project’s conformance with zoning code requirements and dimensional standards is provided in Attachment G.

**IV. CONFORMANCE WITH SUBDIVISION STANDARDS**

During department review, staff reviewed the townhouse preliminary plat application for conformance with KMC 16.04.030 – Procedures for subdivision approval, KMC 16.04.040 – Development and Design, and KMC 16.04.080 - Townhouses. Please see Attachment J for the review of all requirements and standards. Where “N/A” is checked, the standard is not applicable for one of the following reasons:

- The standard applies to the creation of new subdivisions or new infrastructure. The application does not propose any new streets, water or sewer extensions of main lines, or master drainage infrastructure.
- The standard applies to action that shall be taken at the final plat stage of the process and this application is for a preliminary plat.
- Per provisions of the standard, the City Engineer has determined that the standard does not apply.

Pursuant to KMC 16.04.080.C.2, the applicant has submitted this townhouse preliminary plat in conjunction with the Design Review application. If approved by the Commission, the townhouse

preliminary plat application will be reviewed and acted upon by the City Council. This must occur prior to a building permit submittal for the project.

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

## **V. CONFORMANCE WITH CONDITIONAL USE PERMIT STANDARDS**

The Sage Road neighborhood is characterized by hazards associated with red and blue avalanche zones. Building in the Avalanche Zone must meet the standards and comply with certain restrictions specified in KMC 17.92.010. New construction in the Avalanche Zone must be certified by an engineer licensed in the State of Idaho certifying that the proposed construction, as designed, will withstand the avalanche forces specific to the development site (KMC 17.92.010.D.3). Avalanche structures or earthwork that threaten to deflect avalanches toward the property of others or otherwise threaten to increase the danger to persons or property are prohibited (17.92.010.D.2). Avalanche attenuation and protective structures require the review and approval of a Conditional Use Permit.

Conditional Use Permits for avalanche attenuation devices have been granted within the neighborhood. The applicant has submitted a site-specific avalanche study and avalanche wall plans designed by a structural engineer to withstand the anticipated forces. The wall is located perpendicular to the projected avalanche flow to not deflect avalanches onto adjacent properties or damage/endanger persons or property in the vicinity of the project. Upon review of the submitted material, staff believes the proposed avalanche wall meets all Conditional Use Permit criteria except for the standard related to avalanche wall screening as discussed above in the design review section.

### **Staff Recommendation**

Staff recommends the Commission review the application materials, staff and applicant presentation, and public comment and provide feedback on the items outlined by staff in the above report which includes:

- Compatibility of design
- Architectural features
- Avalanche wall screening
- Encroachment into 25% slope area

## **VI. ATTACHMENTS:**

- A. Application Materials: MO Design Review Application & Supplemental Materials
- B. Application Materials: MO Design Review Plan Set
- C. Application Materials: Townhouse Preliminary Plat Application & Supplemental Materials
- D. Application Materials: Townhouse Preliminary Plat Plan Set
- E. Application Materials: Conditional Use Permit Application & Supplemental Materials
- F. Application Materials: Conditional Use Permit Plan Set
- G. Zoning and Dimensional Standards Evaluation
- H. Mountain Overlay Design Review Standards Evaluation
- I. Design Review Standards Evaluation
- J. Townhouse Preliminary Plat: Subdivision Standards Evaluation
- K. Planning and Zoning Commission Zoning Code Interpretation 22-001

L. Public Comment



Attachment A:  
Application Materials: MO Design Review  
Application & Supplemental Materials



City of Ketchum  
Planning & Building

OFFICIAL USE ONLY	
File Number:	
Date Received:	
By:	
Fee Paid:	
Approved Date:	
Denied Date:	
By:	

Mountain Overlay Design Review Application

OWNER INFORMATION			
Project Name: SAGE MOUNTAIN SIDE TOWN HOMES			
Owner Name: SAGE MOUNTAIN SIDE LLC.			
Mailing Address: PO Box 3250, KETCHUM, ID 83340			
Phone: (208) 721-4391			
Email: jordan@jadallah.com, sam@jadallah.com			
PROJECT INFORMATION			
Architect/Representative: SHILPA SUSHIL, CONNETT HOMES			
Phone: (213) 713-8721			
Mailing Address: 304 S. BROADWAY, STE 320, LOS ANGELES, CA 90013			
Email: shilpa@connect-homes.com			
Engineer of Record: ALEX NELSON, PE, ALPINE ENTERPRISES INC.		SCOTT HEINER, PE, RLB	
Engineer Email: alexnelson@alpineenterprisesinc.com		scott@rlb-sv.com	
Legal Land Description: LIVING SPRINGS TOWNHOMES			
Project Address: 402 SAGE ROAD, UNITS A + B → NOW 400 AND 402 SAGE RD.			
Lot Area: 159,540 SQ. FT, 3.66 AC.; CURRENTLY 2 TOWNHOUSE SUBLOTS OF 79,770 SQ. FT., 1.83 AC. EACH			
Zoning District: GENERAL RESIDENTIAL LOW-DENSITY (GR-L)			
Anticipated Use: RESIDENTIAL TOWNHOUSE			
Number of Residential Units: 2 TOWNHOUSE UNITS			
TYPE OF CONSTRUCTION			
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Remodel	<input type="checkbox"/> Addition	<input type="checkbox"/> Other, please explain:
TOTAL FLOOR AREA			
Proposed		Existing	
Basement: N/A			
1 <sup>st</sup> Floor: 1840 SQ. FT. (INCLUDE GARAGE + FRONT PORCH)			
2 <sup>nd</sup> Floor: 1600 SQ. FT.			
3 <sup>rd</sup> Floor: 1380 SQ. FT.			
Decks: 346 SQ. FT.			
Mezzanine: NONE			
Total: 4820 SQ. FT.			
Building Coverage: SF 2.3 %		Curb Cut: NA SF % SEE ROW APP.	
PROPOSED SETBACKS			
Front: 15'	Side: 11.75'	Side: 11.75'	Rear: 15'
ADDITIONAL INFORMATION			
Building Height: 34' - 9 1/4"		Parking Spaces Provided: 4 (INTERIOR GARAGE SPACE)	
Will Fill or Excavation Be Required? <input checked="" type="radio"/> Yes <input type="radio"/> No			
If Yes, Amount in Cubic Yards Fill: 20 yd <sup>3</sup>		Excavation: 1200 yd <sup>3</sup>	
Will Existing Trees or Vegetation Be Removed? <input checked="" type="radio"/> Yes <input type="radio"/> No			

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

Bruce Smith, PLS 709B  
Signature of Owner/Representative

BRUCE SMITH, PLS  
ALPINE ENTERPRISES INC.

29 NOV 22  
Date  
SHILPA SUSHIL

City of Ketchum Planning & Building Department  
Mountain Overlay Design Review Application

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

Attachment B:  
Application Materials: MO Design Review  
Plan Set



# Sam & Jordan Jadallah

402 Sage Road,  
Ketchum, ID 83340

## CONNECT HOMES

384 S. Broadway, Suite #320,  
Los Angeles, CA 90013  
Tel (888) 959-2261

SEAL / SIGNATURE



### ISSUANCE

Rev. No.	Date	Description
1	12/01/2022	DESIGN REVIEW SUBMITTAL
2	03/29/2023	DESIGN REVIEW RESUBMITTAL
2	03/29/2023	

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### PROJECT INFORMATION

**PROJECT DESCRIPTION**  
DEMOLITION OF EXISTING TOWNHOMES AND PROPOSED 2 - 2980 SF FACTORY BUILT HCD APPROVED TOWNHOMES WITH 1840 SF SITE BUILT LEVEL 1, 2-CAR GARAGE & FOUNDATION WITH SUB-LOTLINE ADJUSTMENT

**PARCEL INFORMATION**  
SITE ADDRESS: 402 SAGE RD, KETCHUM, ID  
PARCEL: RPK03480000020 + RPK03480000010  
LOT SIZE: 3.66 ACRES  
BUILDING COVERAGE: 3.19% / UNIT - 6.37% TOTAL  
TOTAL FLOOR AREA: 4820 SF/UNIT - 9,640 TOTAL

ZONING: GR-L  
MOUNTAIN OVERLAY: YES  
AVALANCHE ZONE: YES  
CONSTRUCTION TYPE: TYPE V-B

**HEIGHT:**  
REQUIRED: 35' - 0"  
PROPOSED: 34' - 9 1/4"  
SIDE SETBACK CALC: 34' - 9 1/4" / 3 = 11' - 7"

SETBACKS:	REQUIRED	PROPOSED
FRONT YARD:	15' - 0"	15' - 0"
REAR YARD:	15' - 0"	1083' - 2 1/2"
SIDE YARD:	11' - 7"	12' - 3"

**ARCHITECT:**  
Gordon Stott  
Connect Homes  
304 S. Broadway, Suite #320  
Los Angeles, CA 90013  
323 697 2386 TEL  
310 622 9271 FAX  
info@connect-homes.com

**MODULAR BUILDER:**  
Connect Homes Factory  
1811 Riverview Dr.  
San Bernardino, CA 92408

**STRUCTURAL ENGINEER:**  
Reza Shabani, M.Eng., M.Sc., PE.  
8th St. Construction & Consulting  
619 906 0202 TEL  
reza@8thstreets.com

**AVALANCHE WALL ENGINEER:**  
Scott Heiner  
Ruscitto Latham Blanton  
P.O. Box 5619  
Ketchum, ID 83340  
208 726 5608  
scott@rlb-sv.com

**CIVIL ENGINEER:**  
Alex Nelson  
Alpine Enterprises Inc.  
660 Bell Dr., Unit 1  
P.O. Box 2037  
Ketchum, ID 83340  
208 727 1988  
alexnelson@alpineenterprisesinc.com

**GEOTECH:**  
TBD

**SURVEYOR:**  
Bruce Smith  
Alpine Enterprises Inc.  
660 Bell Dr., Unit 1  
P.O. Box 2037  
Ketchum, ID 83340  
208 727 1988  
bsmith@alpineenterprisesinc.com

**LANDSCAPE ARCHITECT:**  
Nathan Schütte  
NS Consulting  
380 E Highway 26  
Shoshone, ID 83352  
208.320.2911  
nathanwschutte@gmail.com

**OWNER:**  
Sam and Jordan Jadallah  
P.O. Box 3250  
Ketchum, ID 83340  
208 721 4391

**LOCAL GC:**  
Don Cunningham,  
Engelmann Partners LLC  
208.720.5089  
don@epartllc.com  
www.epartllc.com

### SHEET INDEX

Sheet Number	Sheet Name
D-0.1	COVER SHEET
D-0.2	CONNECT HOMES SAMPLE PROJECTS
D-0.3A	MATERIALS BOARD
D-0.3B	MATERIALS BOARD
D-0.4	NEIGHBORHOOD STUDY
D-0.5	ARTISTIC WINTER RENDERS
D-0.6	TOTAL BUILDING COVERAGE PLAN
D-1.0	SITE PLAN
D-2.0	FLOOR PLANS
D-2.1	FLOOR PLANS
D-3.0	EXTERIOR ELEVATIONS
D-3.1	EXTERIOR ELEVATIONS
D-3.2	SITE SECTIONS
D-4.0	EXTERIOR LIGHTING
D-5.0	CONSTRUCTION MANAGEMENT PLAN
C-0.1	SURVEY
C-1.0	GRADING PLAN
C-2.0	UTILITY DETAILS
C-3.0	GRADING DETAILS
C-4.0	SLOPE RANGE MAP
C(A)-1.0	AVALANCHE WALL DETAILS
C(A)-2.0	AVALANCHE WALL SITE PLAN
L-1.0	LANDSCAPE PLAN

### VICINITY MAP



SHEET SET

PROJECT NAME  
SAGE MOUNTAIN INSIDE  
TOWNHOMES

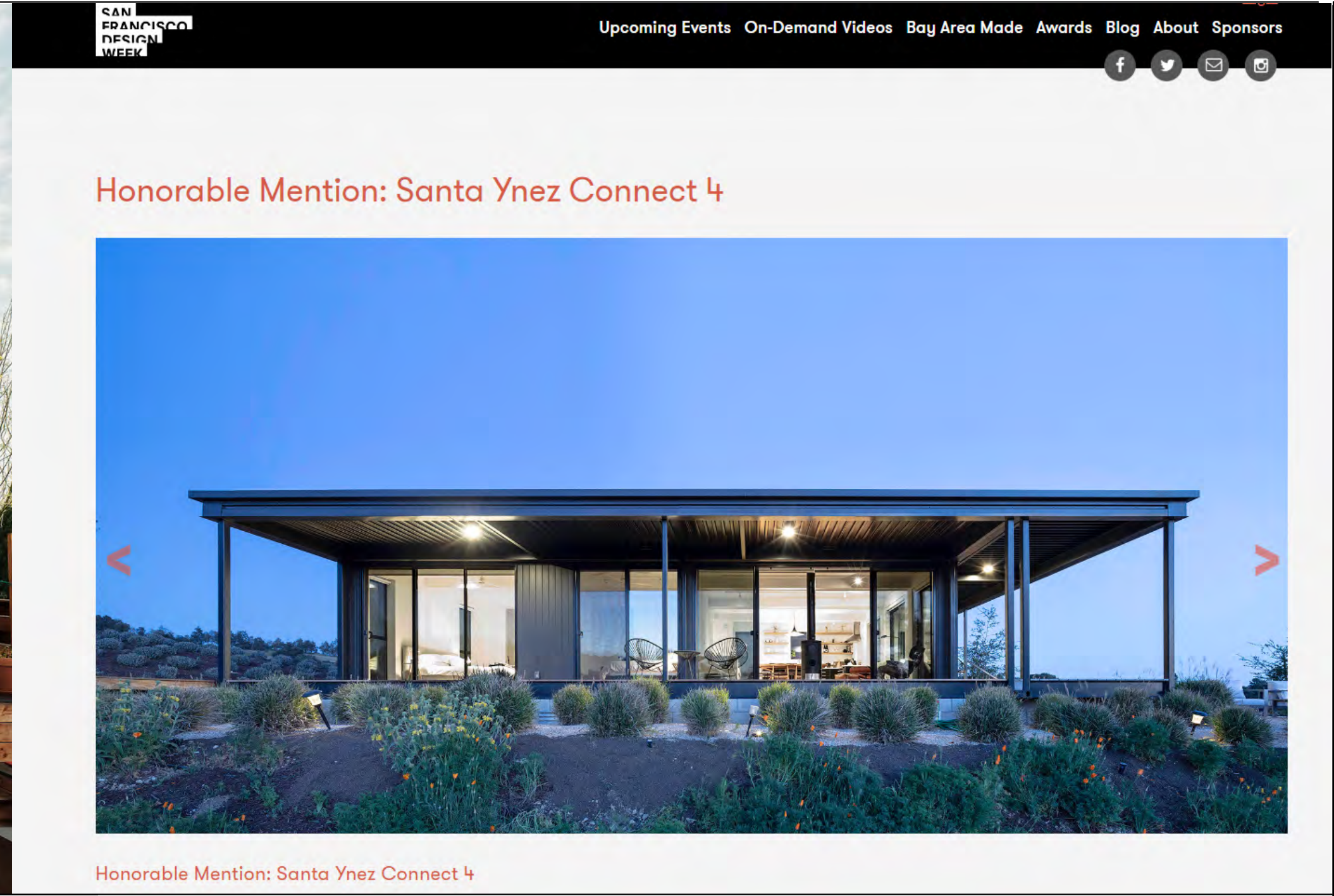
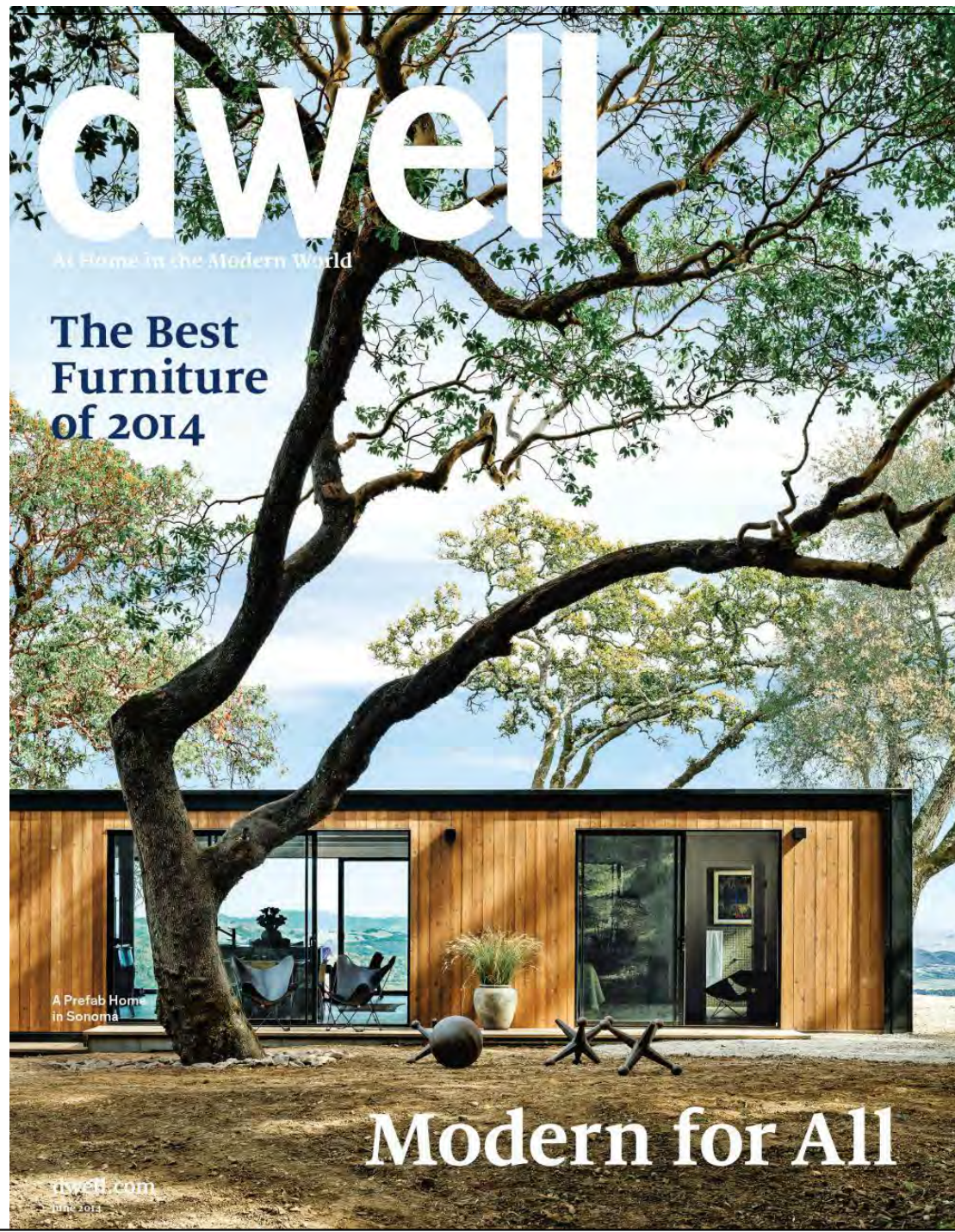
PROJECT NUMBER  
21.0045

DESCRIPTION  
COVER SHEET

SCALE

SHEET NO.

**D-0.1**



**Sam & Jordan Jadallah**  
 402 Sage Road,  
 Ketchum, ID 83340

---

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 304 S. Broadway, Suite #320,  
 Los Angeles, CA 90013  
 Tel (888) 959-2261

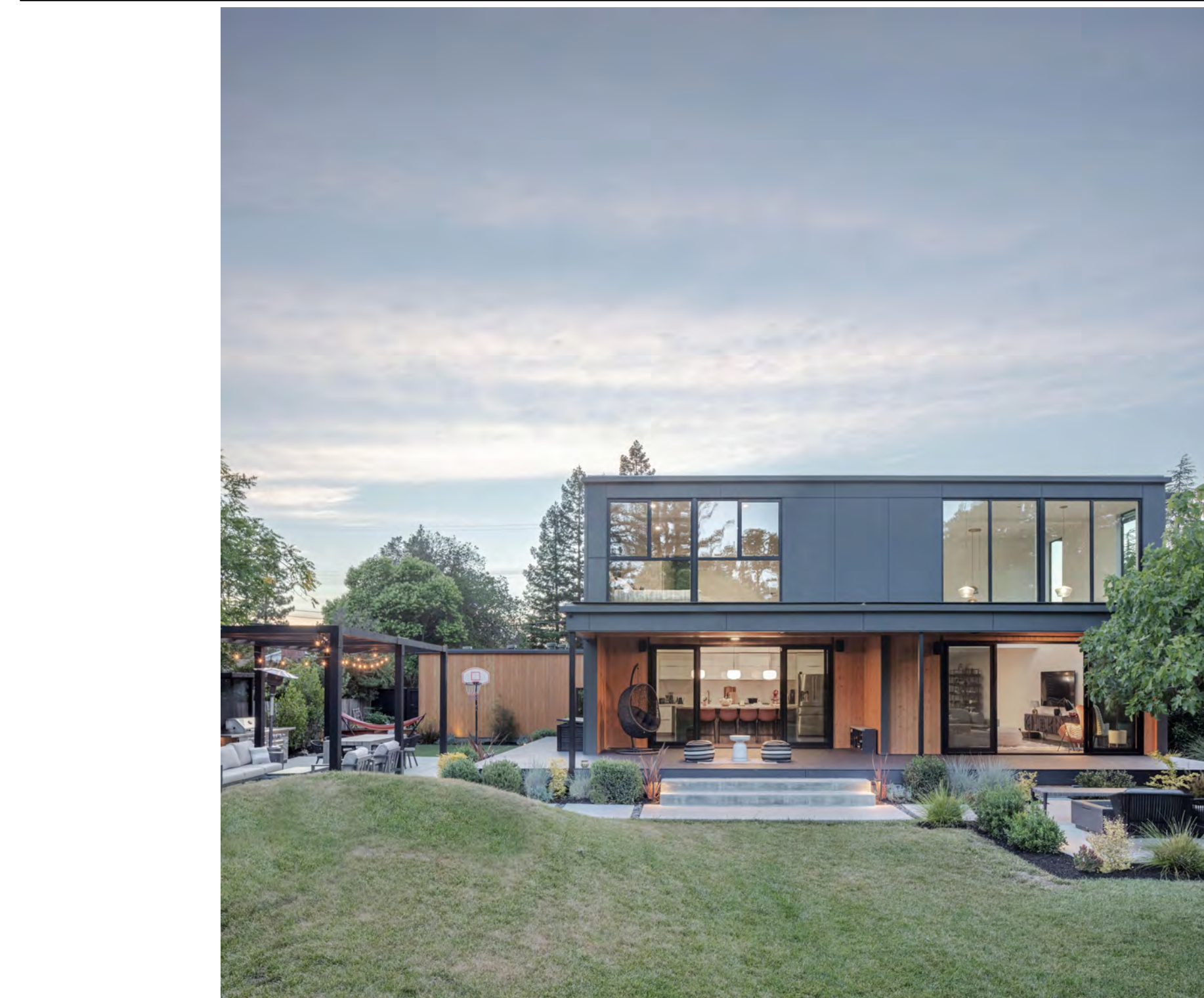
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AWARDS/DESIGN MAGAZINE NO SCALE 3

OTHER CONNECT HOMES BUILT MODELS NO SCALE 2



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---

SHEET SET

---

PROJECT NAME  
**SAGE MOUNTAINSIDE TOWNHOMES**

---

PROJECT NUMBER  
**21.0045**

---

DESCRIPTION  
**CONNECT HOMES SAMPLE PROJECTS**

---

SCALE  
**NORTH ARROW**

---

SHEET NO.  
**D-0.2**

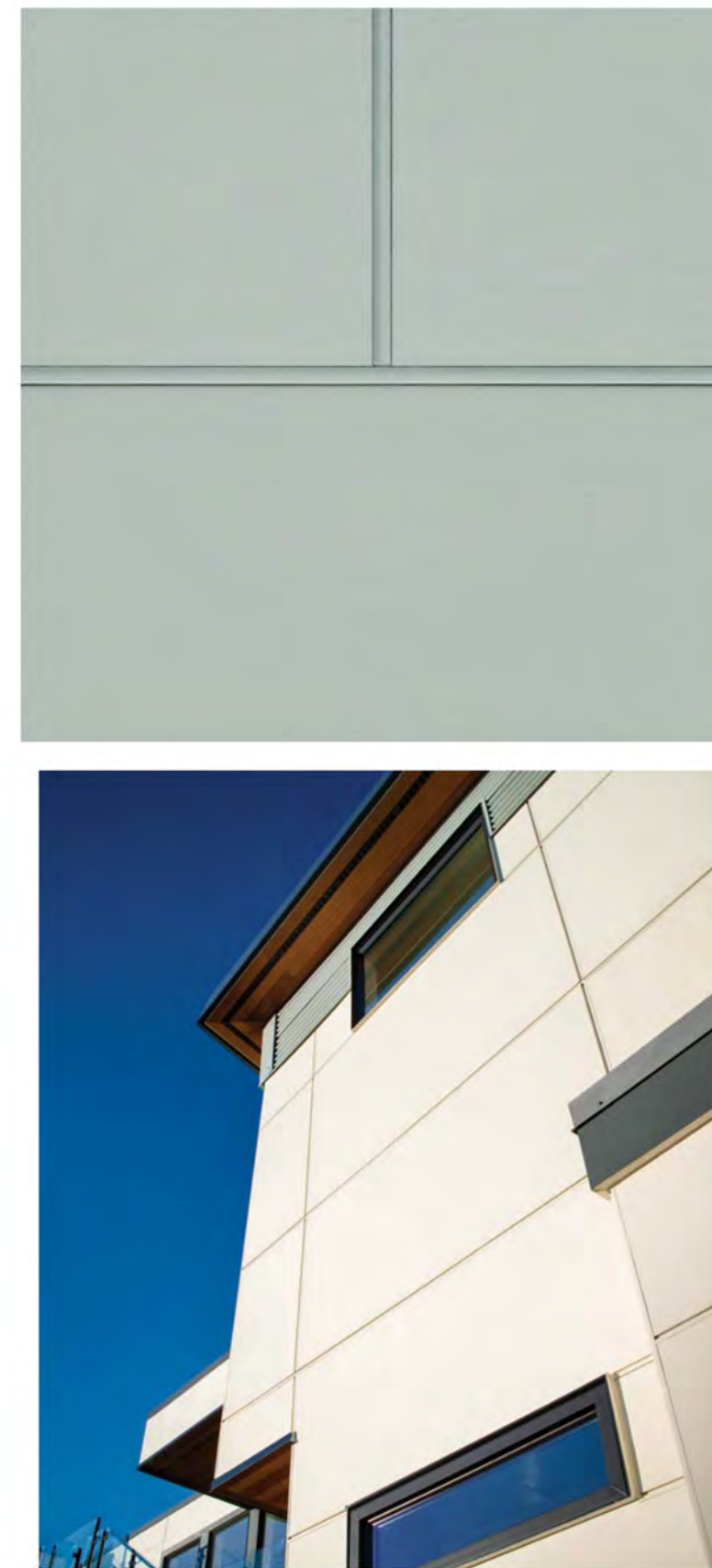
CONNECT 10 MODELS NO SCALE 1

3/29/2023 2:32:20 PM C:\Users\DanielReyesOneDrive - Connect Homes\Documents\Jadallah\_SITE\_deme\PCGS.rvt

Siding - JamesHardie Panel Siding (or similar)



Siding - JamesHardie Panel Siding (or similar)



Siding - JamesHardie Panel Siding (or similar)



CEMENT BOARD SIDING  
NO SCALE 7

**Sam &  
Jordan  
Jadallah**

402 Sage Road,  
Ketchum, ID 83340

**CONNECT  
HOMES**

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SHEET SET

PROJECT NAME  
**SAGE MOUNTAINSIDE  
TOWNHOMES**

PROJECT NUMBER  
**21.0045**

DESCRIPTION  
**MATERIALS BOARD**

SCALE

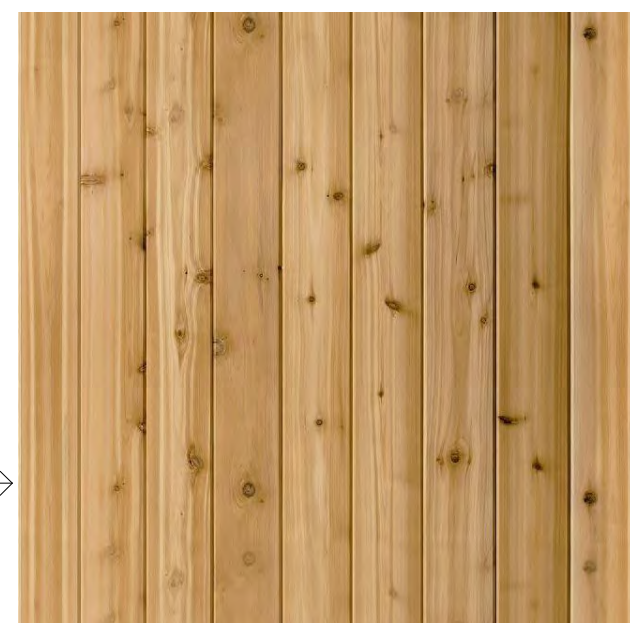
SHEET NO.

**D-0.3A**

2 103.29.2023

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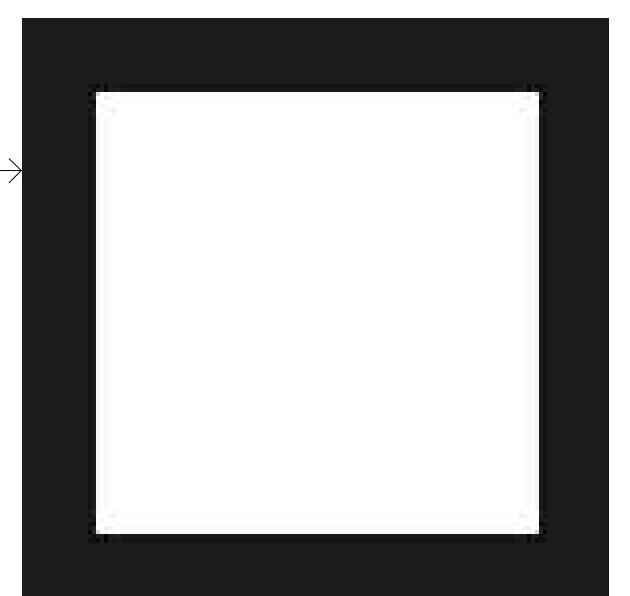
PROPOSED WOOD SIDING:  
STK CEDAR WITH SHERWIN  
WILLIAMS "CROSSROADS"  
SW3566 (OR SIMILAR)  
SEMI-TRANSPARENT STAIN



PROPOSED CEMENT BOARD  
SIDING, JAMES HARDIE PANEL  
(IRON GRAY)



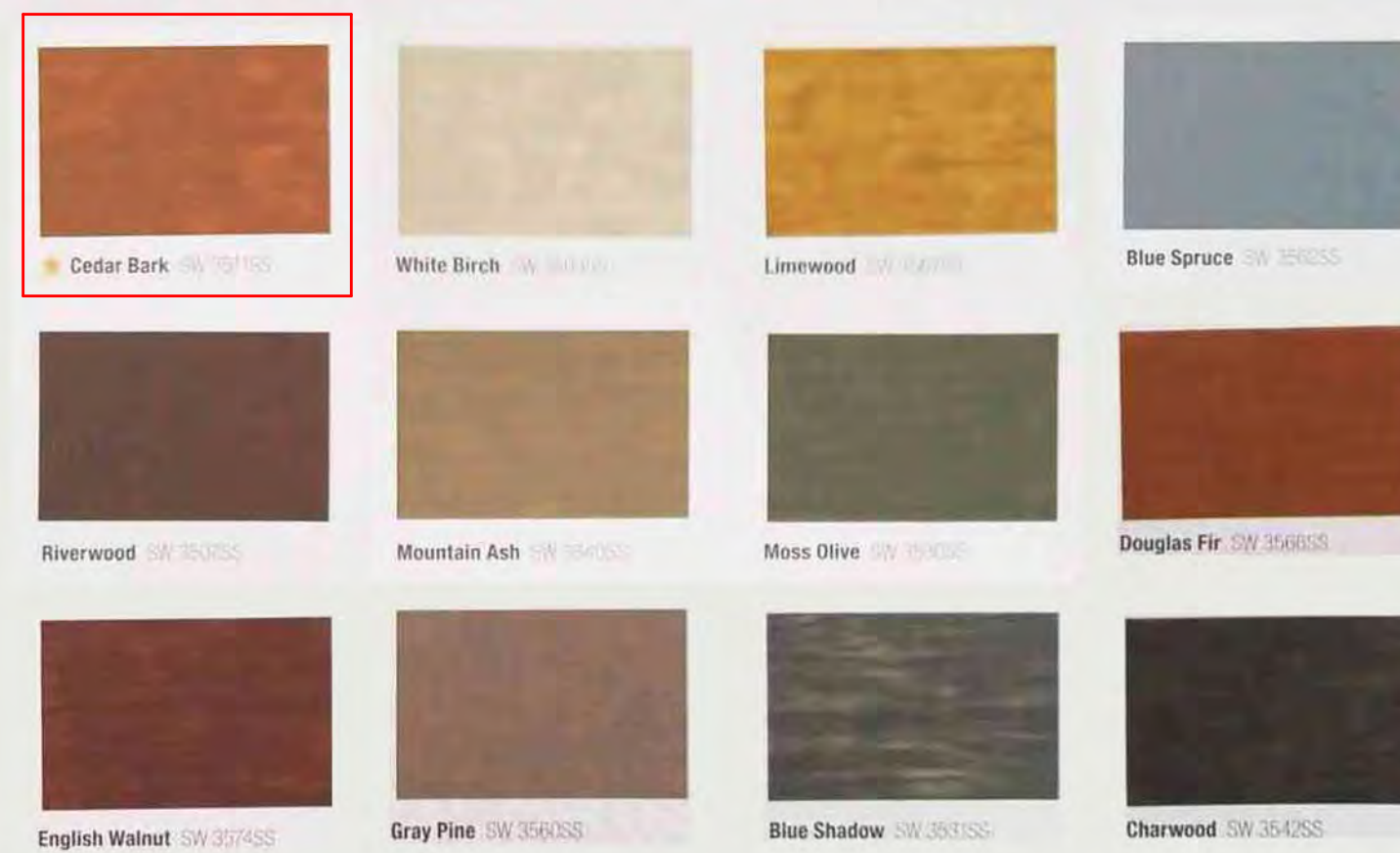
PROPOSED DOOR AND  
WINDOW ALUMINUM FRAMES:  
DARK BRONZE ANODIZED



EXTERIOR SIDING MATERIALS  
NO SCALE 3

SEMI-SOLID STAINS  
TINTES SEMISOLIDOS

Decking Stain Options



IR Reflective Technology / IR Reflective Technology contains pigments that reflect IR rays back into the atmosphere. Helps reduce the surface temperature of wood decks so they are cooler under foot compared to typical dark stain colors. Available with select colors. Look for the IR Reflective Technology symbol.  
Tecnología Reflectante de Infrarrojos / La Tecnología Reflectante de infrarrojos contiene pigmentos que reflejan los rayos IR de regreso a la atmósfera. Ayuda a reducir la temperatura de la superficie de sus plataformas de madera a fin de entregar una superficie terminada para un tránsito seguro comparado con colores típicos de tinte oscuros. Disponible en colores selectos. Busca el símbolo de Tecnología Reflectante de Infrarrojos.

WOOD DECKING  
NO SCALE 2

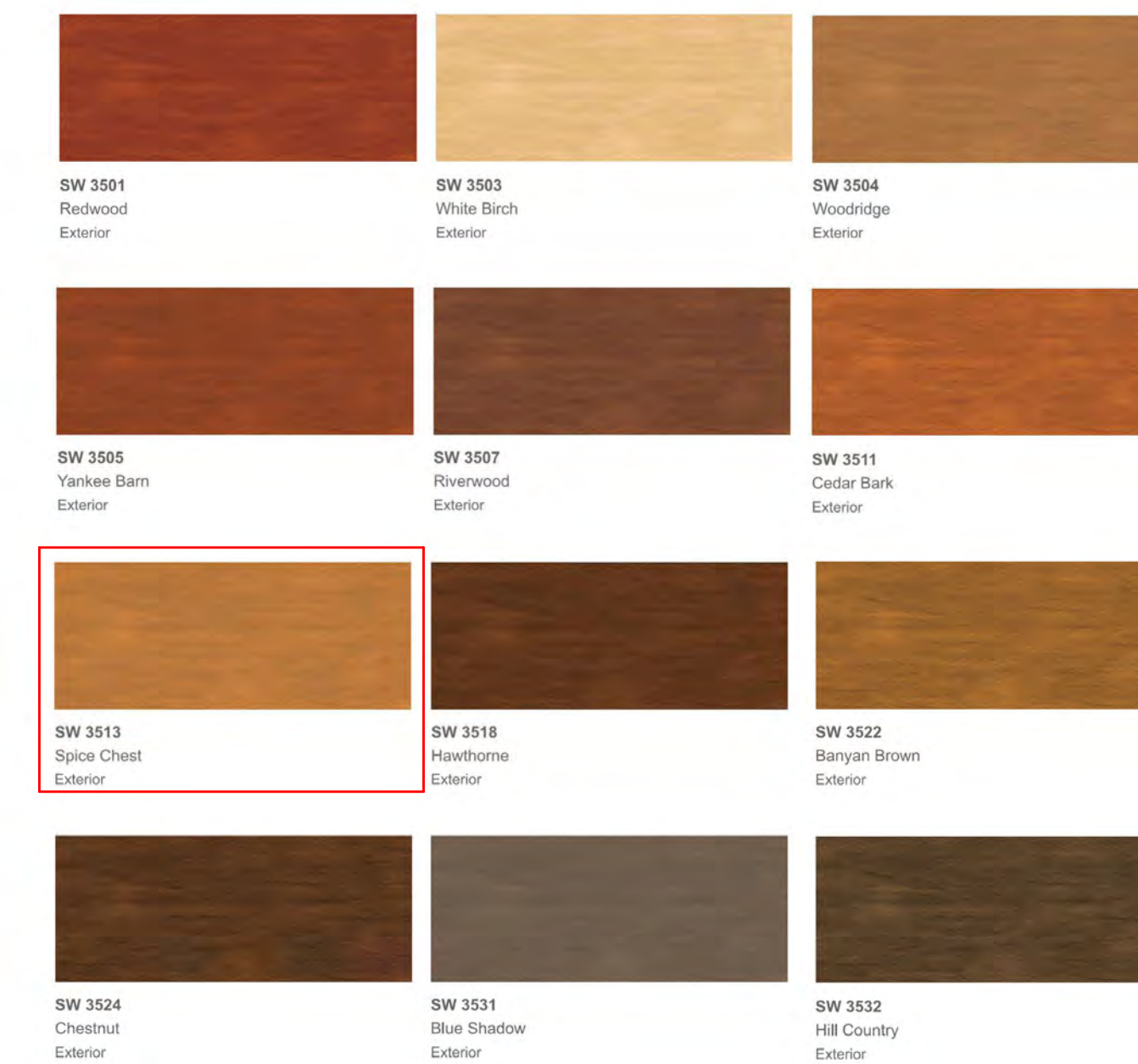


WoodScapes Exterior  
Polyurethane Semi-  
Transparent House Stain

Stain Color

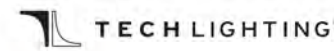
WoodScapes Exterior Polyurethane Semi-Transparent House Stain is available in 24 colors. Tintable in a wide array of colors for ultimate design flexibility and color matching - please visit your neighborhood Sherwin-Williams Store.

Select a Color



WOOD SIDING  
NO SCALE 1

# PITCH SINGLE WALL SCONCE



An architectural profile reminiscent of beautifully classic roof lines delivers significant light output in this modern LED wall sconce suitable for both indoor and outdoor applications. The Pitch Single's die-cast metal body houses powerful LED light sources that create visual appeal as light cascades down along a wall.

**High quality LM80-tested LEDs** for consistent long-life performance and color

**Outstanding protection against the elements:**

- Marine-grade powder coat finishes
- Stainless Steel mounting hardware
- Impact-resistant, UV stabilized frosted acrylic lensing

Can be mounted for up lighting or down lighting

## SPECIFICATIONS

DELIVERED LUMENS	823
WATTS	25.1
VOLTAGE	120V, 277V
DIMMING	ELV
LIGHT DISTRIBUTION	Symmetric
MOUNTING OPTIONS	Downlight or Uplight
CCT	2700K, 3000K
CRI	85+
COLOR BINNING	3 Step
BUG RATING	B1-UB-G0
DARK SKY	Compliant (Downlight)
WET LISTED	IP65
GENERAL LISTING	ETL
CALIFORNIA TITLE 24	Can be used to comply with CEC 2016 Title 24 Part 6 for outdoor use. Registration with CEC Appliance Database not required.
START TEMP	-30°C
FIELD SERVICEABLE LED	No
CONSTRUCTION	Aluminum
HARDWARE	Stainless Steel
FINISH	Marine Grade Powder Coat
LED LIFETIME	L70: 70,000 Hours
WARRANTY*	5 Years
WEIGHT	1.2 lbs.



## ORDERING INFORMATION

700WSPT	SIZE	FINISH	LAMP	ITEM NO. / STOCK NO.
S	SINGLE	BLACK	LED82777	LED 80 CH, 2700K 277V
		BRONZE	LED82777	LED 80 CH, 3000K 120V
		CHARCOAL	LED82777	LED 80 CH, 3000K 120V
		SILVER	LED82777	LED 80 CH, 3000K 277V

techlighting.com

OUTDOOR LIGHTING  
NO SCALE 3



## DOOR DESIGNS

Modern Flush

Modern Grooved

2" or 1 1/2"	2" or 1 1/2"	1 1/2"	1"
3 LAYER	3 LAYER	2 LAYER	1 LAYER

## STYLE AND CONSTRUCTION

• IntelloCore® polyurethane or polystyrene insulation with R-values ranging from 6.3 to 18.4.  
• Exterior steel on Modern Flush and Grooved doors have a stucco or woodgrain texture.  
• Calculated door section R-value is in accordance with ASTM 105-183.

## COLORS



## WARRANTIES



## WINDOWS

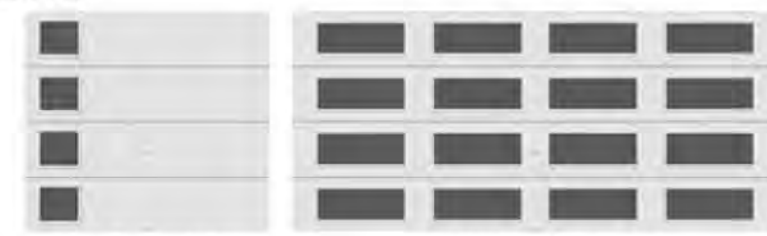
See pages 28-29 for window options.

## CUSTOM PAINT OPTION

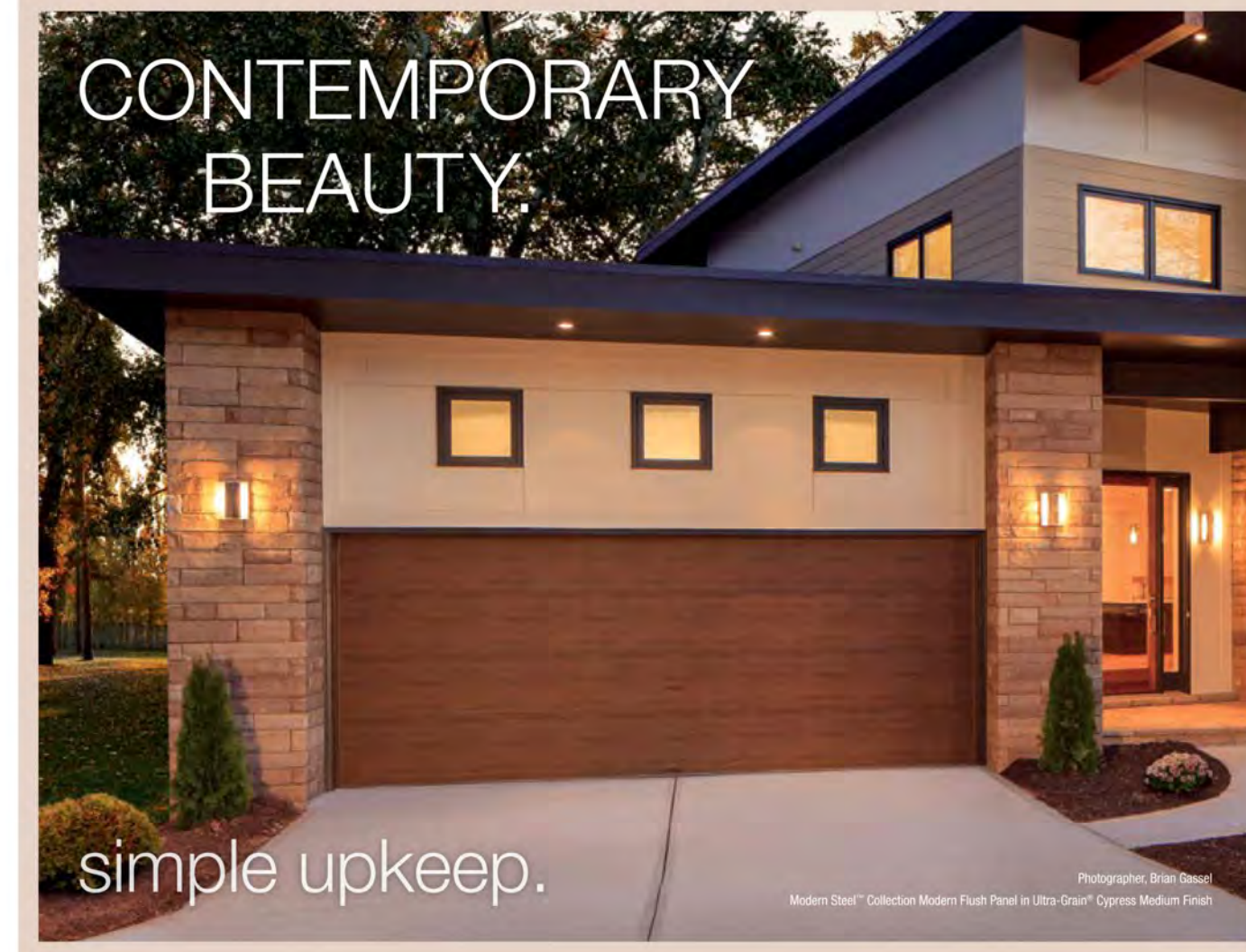


## CONTEMPORARY WINDOWS

Modern Steel™ Collection offers contemporary window configurations that are available in many design options, including windows in each section and down one side, short and long windows or windows in all sections. For doors with multiple window sections, the window locations must be the same in every section. Door models offering these configurations utilize 24" and 21" section heights. See your Clopay Dealer for full details.



Short Plain Windows down right side | Long Plain Windows in all panel locations



# MODERN STEEL™ collection

Modern Steel™ Collection garage doors complement contemporary and mid-century modern home styles. Doors are available with or without windows and with or without grooves in the panels. All are available in multiple paint and Ultra-Grain™ finishes to create the perfect look for your home.

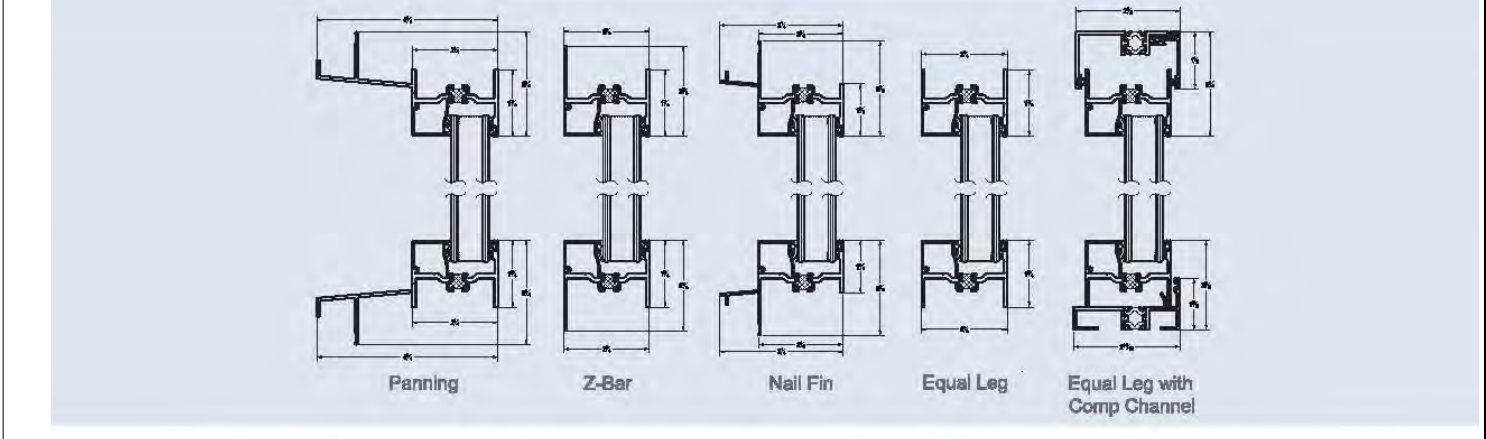


22

GARAGE DOOR  
NO SCALE 2



- ### THE SERIES 5000 WINDOW SYSTEM
- FEATURES**
- 2" Frame Mitered Corners
  - Pour Debridge Thermally broken frame
  - Fixed Casement, Awning & Hopper
  - Outside Glazed
- FRAME OPTIONS**
- Standard Nail On
  - Planing Nail On
  - Equal Leg / Comp Channel
  - Z-Bar
- GLAZING OPTIONS**
- 1" OA Insulated units
  - True divided lites - 2 3/8"
- HARDWARE OPTIONS**
- Roto operator with butt hinges
  - Cam handle friction hinge
  - Multi-point lock with Roto operator
  - Outside Glazed
- FINISH OPTIONS**
- Clear Anodized, Class I (standard)
  - Bronze Anodized, Class I (standard)
  - Kynar Paint (Color Matching Available)
  - Split Finishes
- RATINGS & CERTIFICATION**
- NFRC Certified Product
  - Commercial Rating C50
  - Acoustically Rated



777 Aldridge Road | Vacaville, CA 95688 | p: 707.482.1600 | f: 707.482.1618 | e: info@allweathers.com | www.allweathers.com

WINDOWS  
NO SCALE 1

### THE SERIES 7000 HINGED DOOR SYSTEM

With the 7000 hinged door, structural excellence and the latest technology unite to keep you comfortable, safe and secure. Showcasing sublime European design, this magnificent door is equally suited for use in everything from historic town centers to contemporary commercial buildings and residential architecture.

Our series 7000 doors ensure high thermal insulation performance, offer excellent acoustic insulation, water tightness, air tightness, and resistance to saline corrosion. With outstanding durability, energy savings, and a multi-point locking system, simply calling them "basement" does not even come close.

**FEATURES**

- 3" Frame; Inswing or Outswing available
- Max door panel size 48" x 96" or 42" x 108"
- Low Sill (1/2" or Standard Sill (3 3/8"))
- Sidelights and Transoms (lead glass only)
- Thermally broken frame - Thermal strut system

**FRAME OPTIONS**

- Nail On, Planing, or Equal Leg

**GLAZING OPTIONS**

- 1" OA Insulated glass
- True divided lites - 2 1/8"

**HARDWARE OPTIONS**

- Multi-point lock - Keyed lock available

**FINISH OPTIONS**

- Clear Anodized, Class I (standard)
- Bronze Anodized, Class I (standard)
- Kynar Paint (Color Matching Available)
- Split Finishes

**RATINGS & CERTIFICATION**

- NFRC Certified Product
- Commercial Rating

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### THE SERIES 7000 HINGED DOOR SYSTEM

**INNOVATIVE DESIGN | UNPARALLELED PERFORMANCE**

**SMOOTH OPERATION | DURABLE ELEGANCE**

777 Aldridge Road | Vacaville, CA 95688 | p: 707.482.1600 | f: 707.482.1618 | e: info@allweathers.com | www.allweathers.com

### THE SERIES 8000 SLIDING DOOR SYSTEM

Innovative and energy efficient, the 8000 sliding door is ideal for both residential and commercial applications. Held to the highest standards of quality and performance, the 8000 boasts liquid smooth operation, robust build quality, and a look that will evoke admiration and envy... especially in our massive 8 panel, 10' tall configurations.

The use of multiple thermal breaks help make this door a juggernaut against the elements. With 3" stainless steel rollers and flush mount or pull handles, operation is a breeze. And with keyed or thumb turn locking options you will always feel secure.

Whether you need a simple sliding patio door or an entire wall that opens on your world, the 8000 is a perfect choice.

**FEATURES**

- Thermally broken frame - Thermal Strut system
- Max panel size @ 50 sq. ft.

**FRAME OPTIONS**

- Nail on or Equal Leg (Note: 1 1/8" back leg on sill)

**CONFIGURATIONS**

- XO, OX, OXOX, XXO, OXOX, OXOXOX

**GLAZING OPTIONS**

- 1" OA Insulated glass
- True divided lites - 2 1/8"
- Enhanced Noise Reduction

**HARDWARE OPTIONS**

- Flush Mount or Standard Handle (keyed lock available)
- 3" Stainless Steel Rollers

**FINISH OPTIONS**

- Clear Anodized, Class I (standard)
- Bronze Anodized, Class I (standard)
- Kynar Paint (Color Matching Available)
- Split Finishes

**RATINGS & CERTIFICATION**

- NFRC Certified Product
- Commercial Rating

777 Aldridge Road | Vacaville, CA 95688 | p: 707.482.1600 | f: 707.482.1618 | e: info@allweathers.com | www.allweathers.com

### THE SERIES 8000 SLIDING DOOR SYSTEM

**SMOOTH OPERATION | DURABLE ELEGANCE**

**DOORS NO SCALE 1**

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# Sam & Jordan Jadallah

402 Sage Road,  
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Los Angeles, CA 90013  
Tel (888) 959-2261

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**ISSUANCE**

Rev. No.	Date	Description
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**SHEET SET**

**PROJECT NAME**  
SAGE MOUNTAINSIDE TOWNHOMES

**PROJECT NUMBER**  
21.0045

**DESCRIPTION**  
MATERIALS BOARD

**SCALE** NORTH ARROW

**SHEET NO.**  
**D-0.3B**

103.29.2023



# Sam & Jordan Jadallah

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Ketchum, ID 83340

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### SHEET SET

**PROJECT NAME**  
SAGE MOUNTAIN INSIDE TOWNHOMES

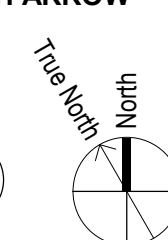
**PROJECT NUMBER**  
21.0045

**DESCRIPTION**  
NEIGHBORHOOD STUDY

**SCALE**      **NORTH ARROW**

**SHEET NO.**

**D-0.4**



2 03.29.2023





# Sam & Jordan Jadallah

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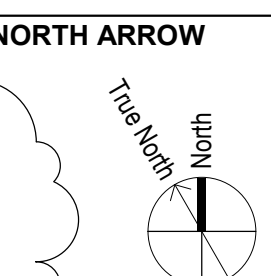
### SHEET SET

**PROJECT NAME**  
SAGE MOUNTAINSIDE TOWNHOMES

**PROJECT NUMBER**  
21.0045

**DESCRIPTION**  
ARTISTIC WINTER RENDERS

**SCALE**  
6" = 1'-0"



**SHEET NO.**  
**D-0.5**

2 | 03.29.2023

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Ketchum, ID 83340

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Los Angeles, CA 90013  
Tel (888) 959-2261

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### ISSUANCE

Rev. No.	Date	Description
2	03.29.2023	DESIGN REVIEW RESUBMITTAL

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### SHEET SET

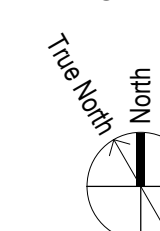
**PROJECT NAME**  
SAGE MOUNTAINSIDE TOWNHOMES

**PROJECT NUMBER**  
21.0045

**DESCRIPTION**  
TOTAL BUILDING COVERAGE PLAN

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

**NORTH ARROW**



**SHEET NO.**

**D-0.6**

2 | 03.29.2023



# Sam & Jordan Jadallah

402 Sage Road,  
Ketchum, ID 83340

## CONNECT HOMES

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### SHEET SET

**PROJECT NAME**  
SAGE MOUNTAINSIDE TOWNHOMES

**PROJECT NUMBER**  
21.0045

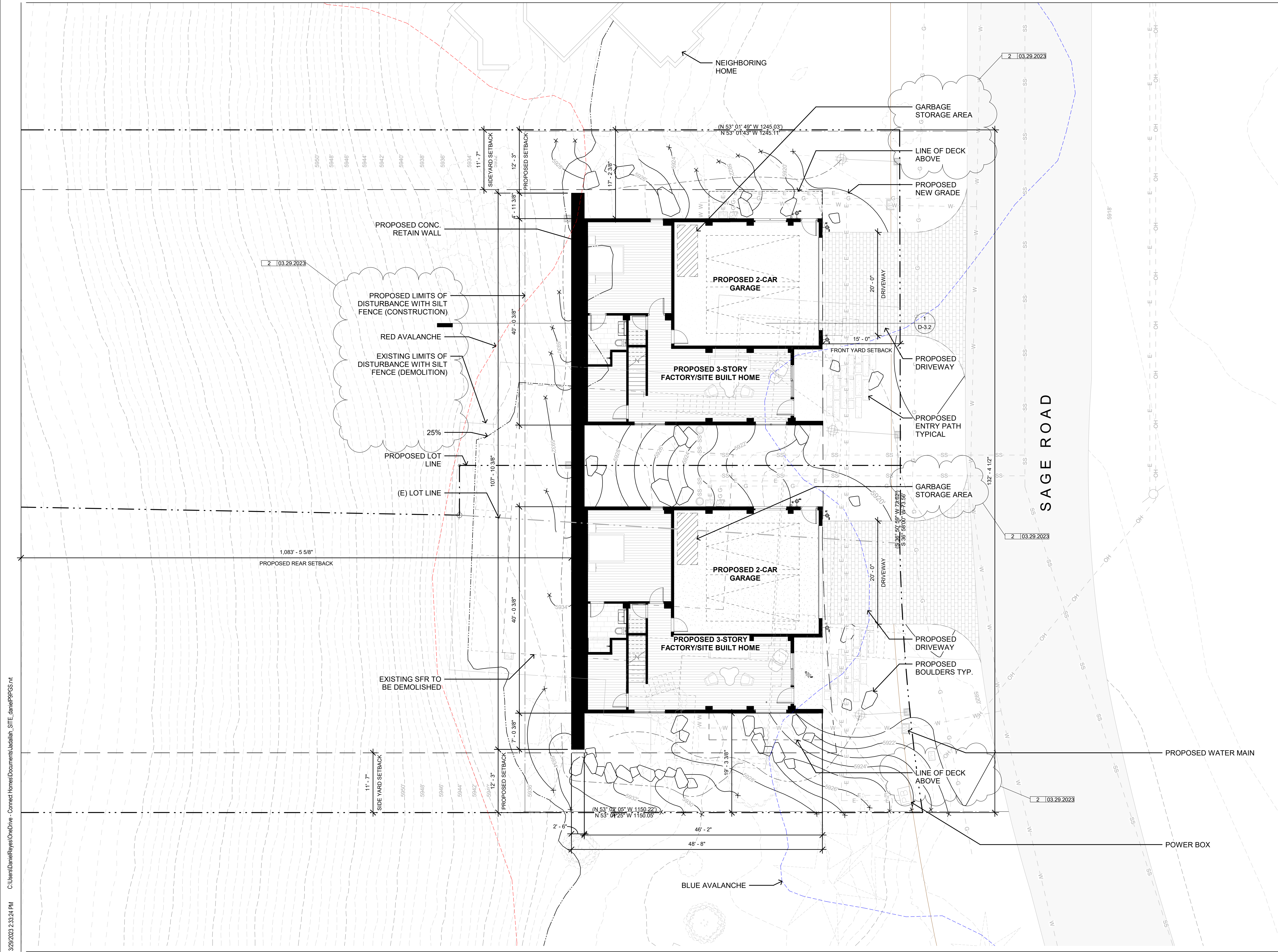
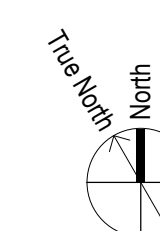
**DESCRIPTION**  
SITE PLAN

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

**SHEET NO.**

**D-1.0**

**NORTH ARROW**



# Sam & Jordan Jadallah

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### SHEET SET

PROJECT NAME  
**SAGE MOUNTAINSIDE TOWNHOMES**

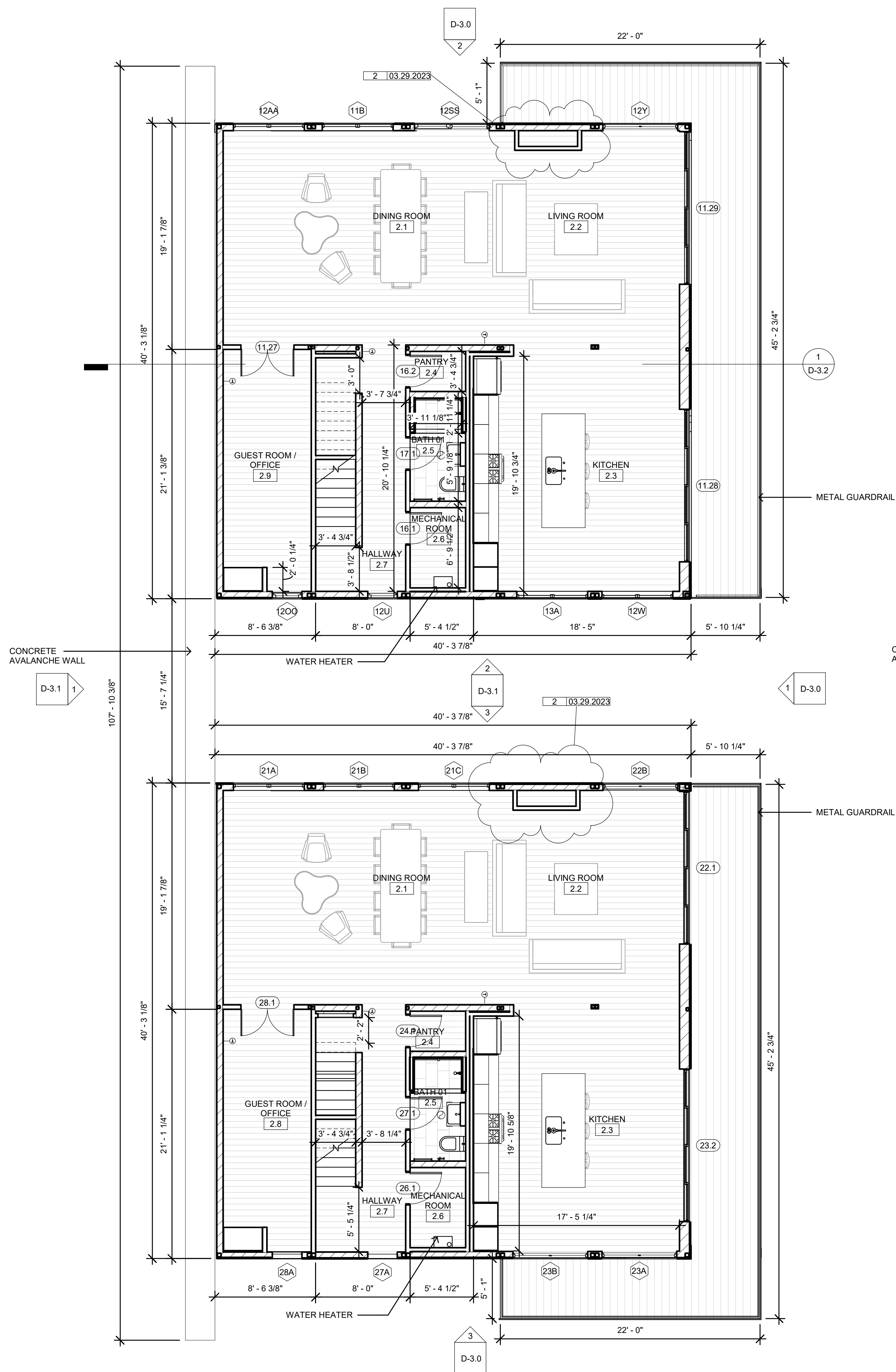
PROJECT NUMBER  
**21.0045**

DESCRIPTION  
**FLOOR PLANS**

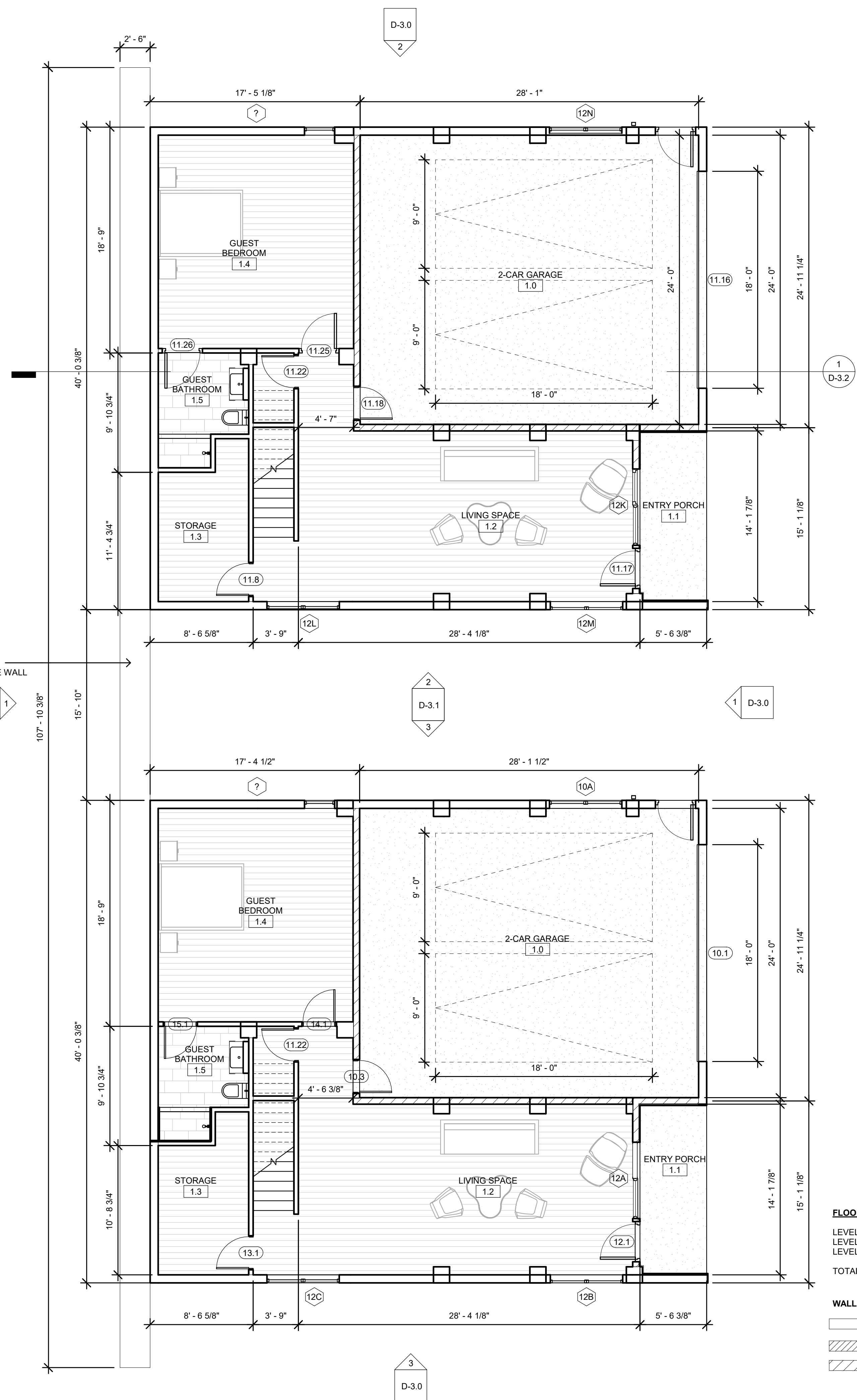
SCALE  
**3/16" = 1'-0"**

SHEET NO.

**D-2.0**



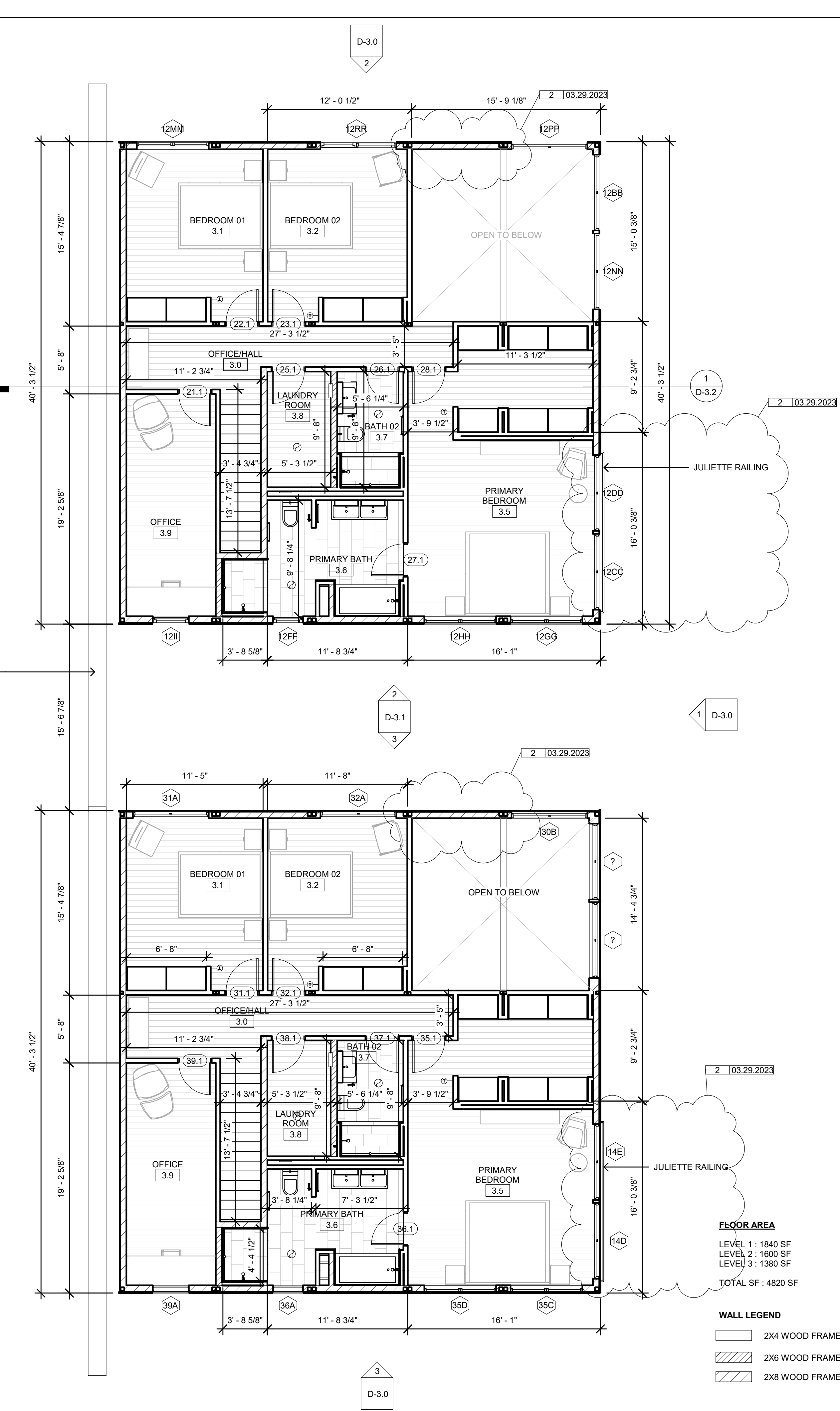
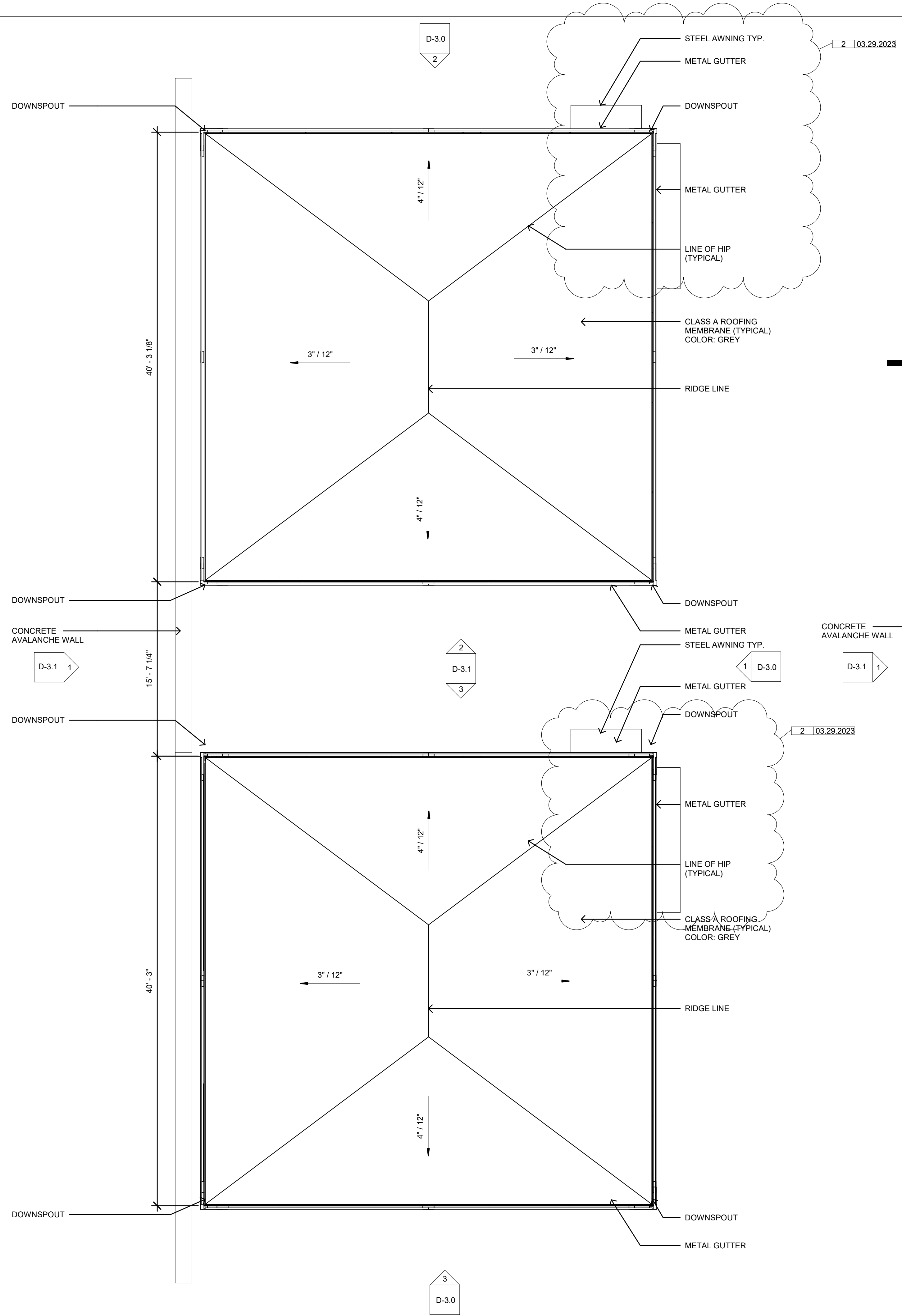
**2 LEVEL 2 PLAN**  
SCALE: 3/16" = 1'-0"



**1 LEVEL 1 PLAN**  
SCALE: 3/16" = 1'-0"

**FLOOR AREA**  
LEVEL 1 : 1840 SF  
LEVEL 2 : 1600 SF  
LEVEL 3 : 1380 SF  
TOTAL SF : 4820 SF

**WALL LEGEND**  
 [Symbol] 2X4 WOOD FRAMED WALL  
 [Symbol] 2X6 WOOD FRAMED WALL  
 [Symbol] 2X8 WOOD FRAMED WALL



**2 ROOF PLAN**  
SCALE: 3/16" = 1'-0"

**1 LEVEL 3 PLAN**  
SCALE: 3/16" = 1'-0"

**FLOOR AREA**

LEVEL 1 : 1840 SF  
 LEVEL 2 : 1600 SF  
 LEVEL 3 : 1380 SF  
 TOTAL SF : 4820 SF

**WALL LEGEND**

- 2X4 WOOD FRAMED WALL
- 2X6 WOOD FRAMED WALL
- 2X8 WOOD FRAMED WALL

# Sam & Jordan Jadallah

402 Sage Road,  
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**PROJECT NAME**  
SAGE MOUNTAINSIDE TOWNHOMES

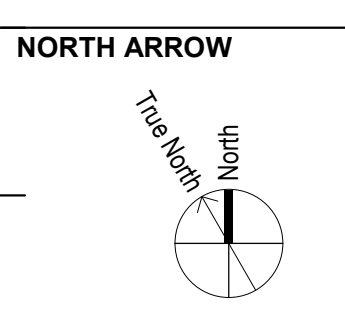
**PROJECT NUMBER**  
21.0045

**DESCRIPTION**  
FLOOR PLANS

**SCALE**  
3/16" = 1'-0"

**SHEET NO.**

**D-2.1**



# Sam & Jordan Jadallah

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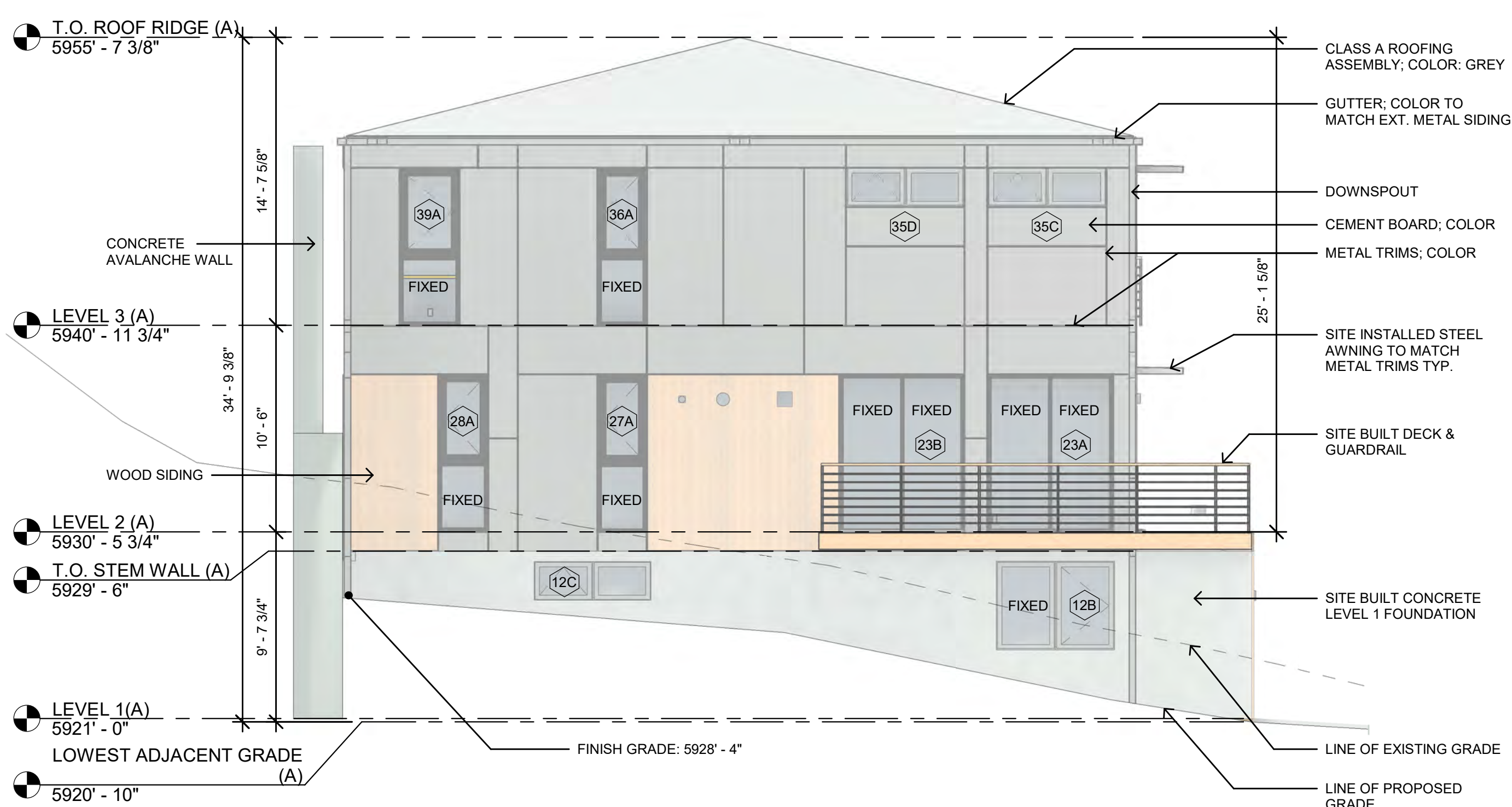
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SAGE MOUNTAIN INSIDE TOWNHOMES

**PROJECT NUMBER**  
21.0045

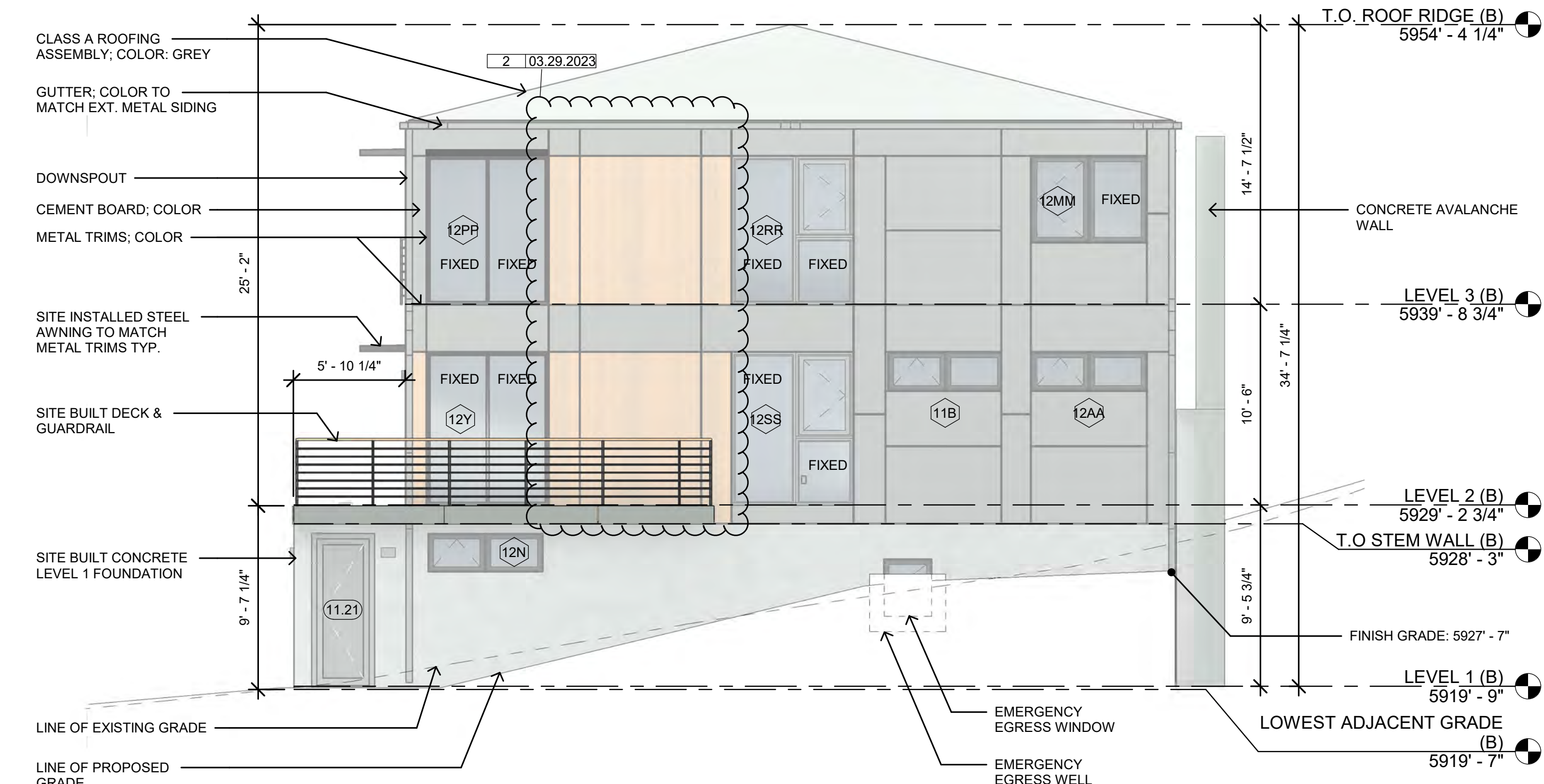
**DESCRIPTION**  
EXTERIOR ELEVATIONS

**SCALE**  
3/16" = 1'-0"

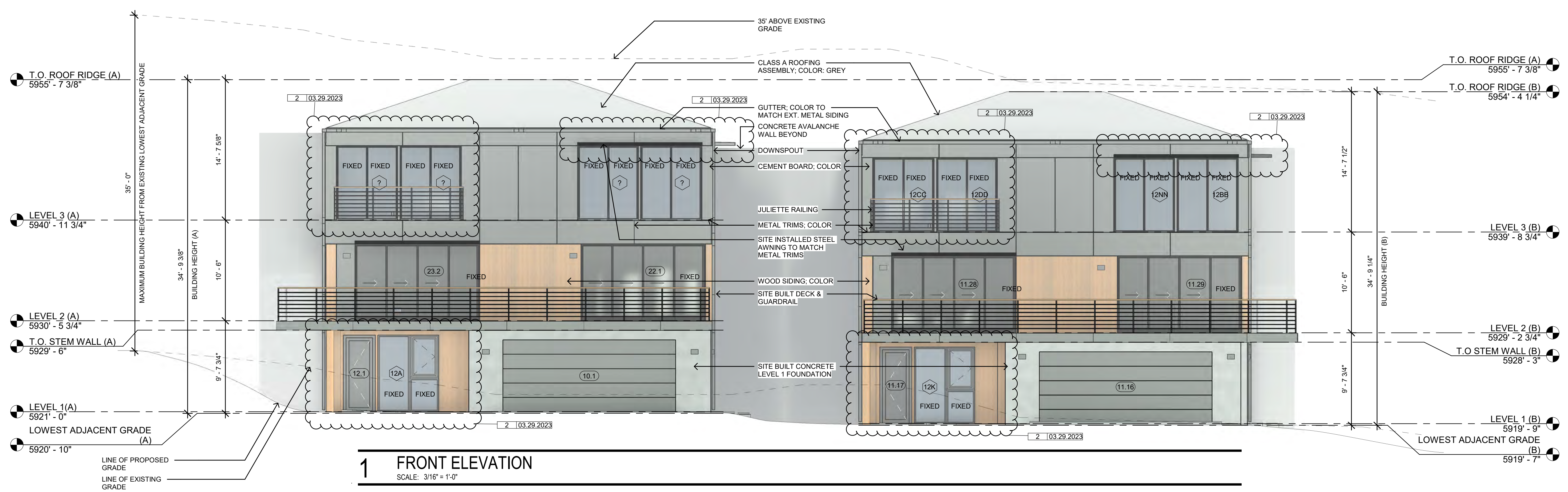
**SHEET NO.**  
D-3.0



**3 SOUTH ELEVATION - A**  
SCALE: 3/16" = 1'-0"



**2 NORTH ELEVATION - B**  
SCALE: 3/16" = 1'-0"



**1 FRONT ELEVATION**  
SCALE: 3/16" = 1'-0"

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SHEET SET

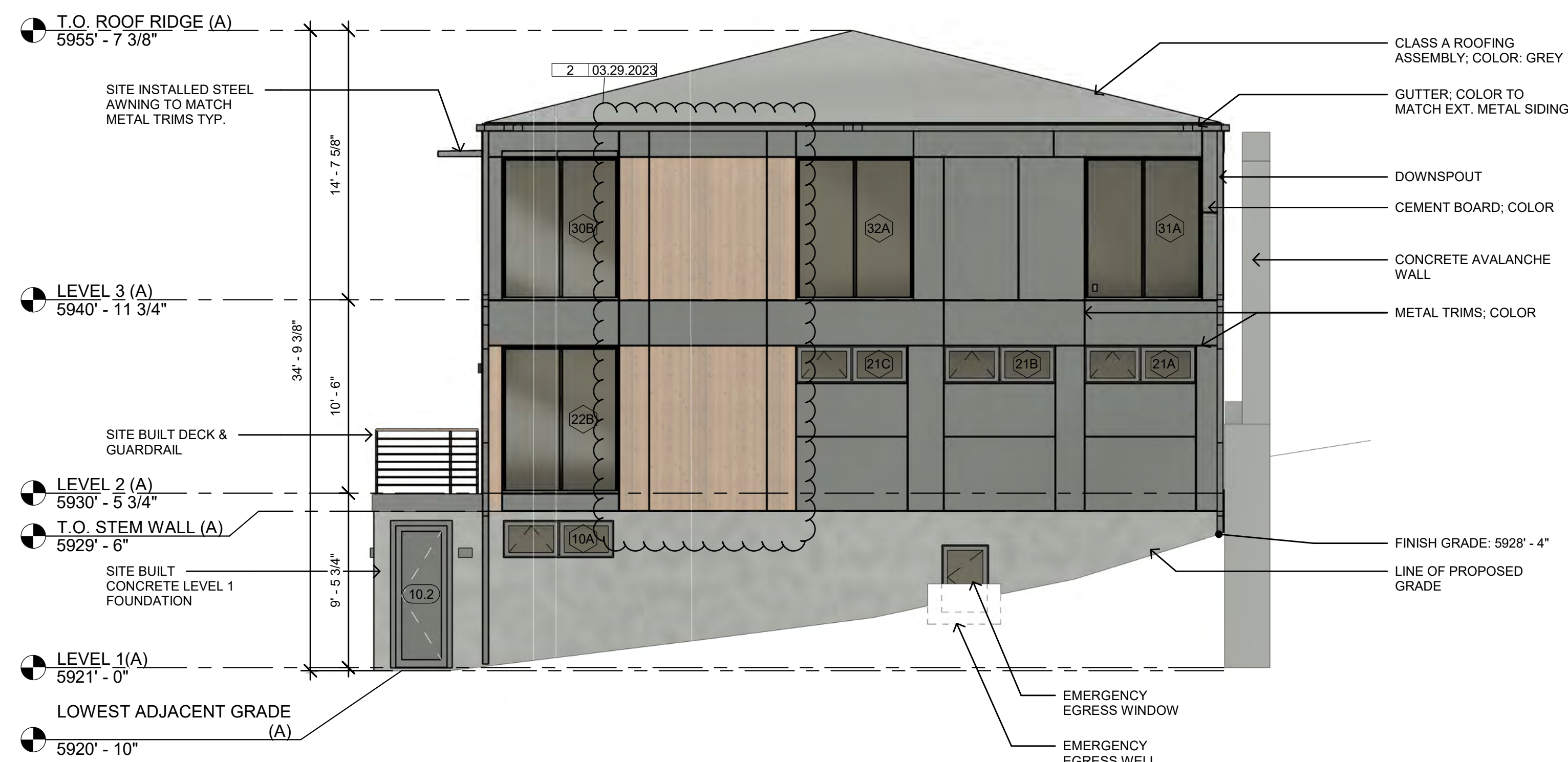
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SAGE MOUNTAIN INSIDE TOWNHOMES

PROJECT NUMBER  
21.0045

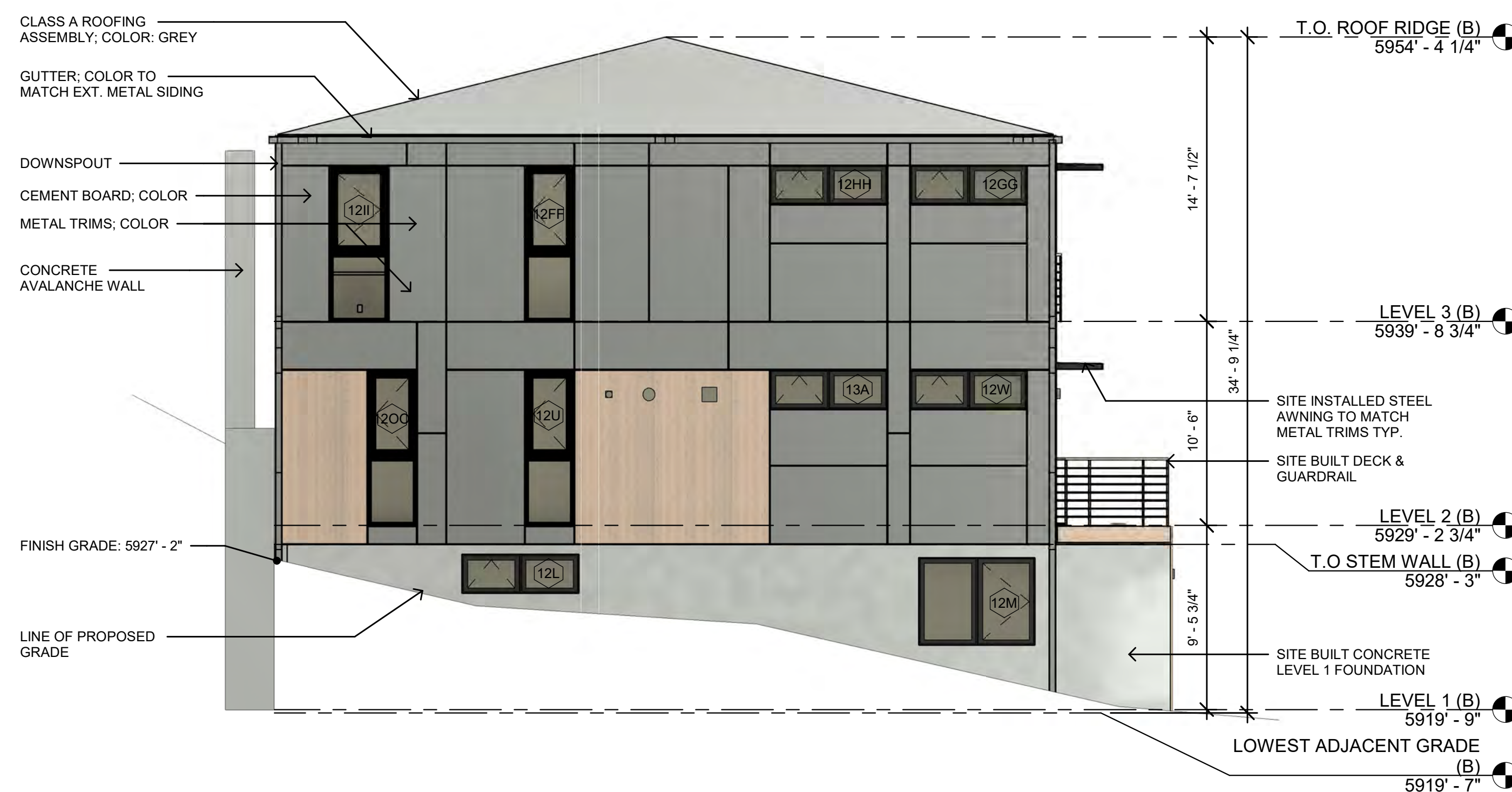
DESCRIPTION  
EXTERIOR ELEVATIONS

SCALE  
3/16" = 1'-0"

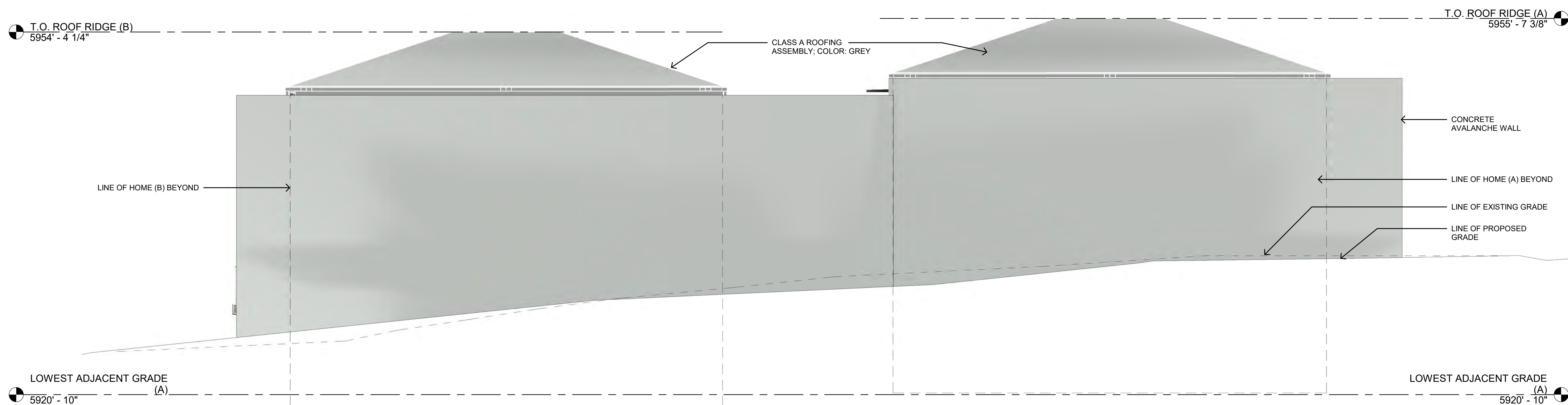
SHEET NO.  
D-3.1



**3 NORTH ELEVATION - A**  
SCALE: 3/16" = 1'-0"



**2 SOUTH ELEVATION - B**  
SCALE: 3/16" = 1'-0"



**1 REAR ELEVATION**  
SCALE: 3/16" = 1'-0"

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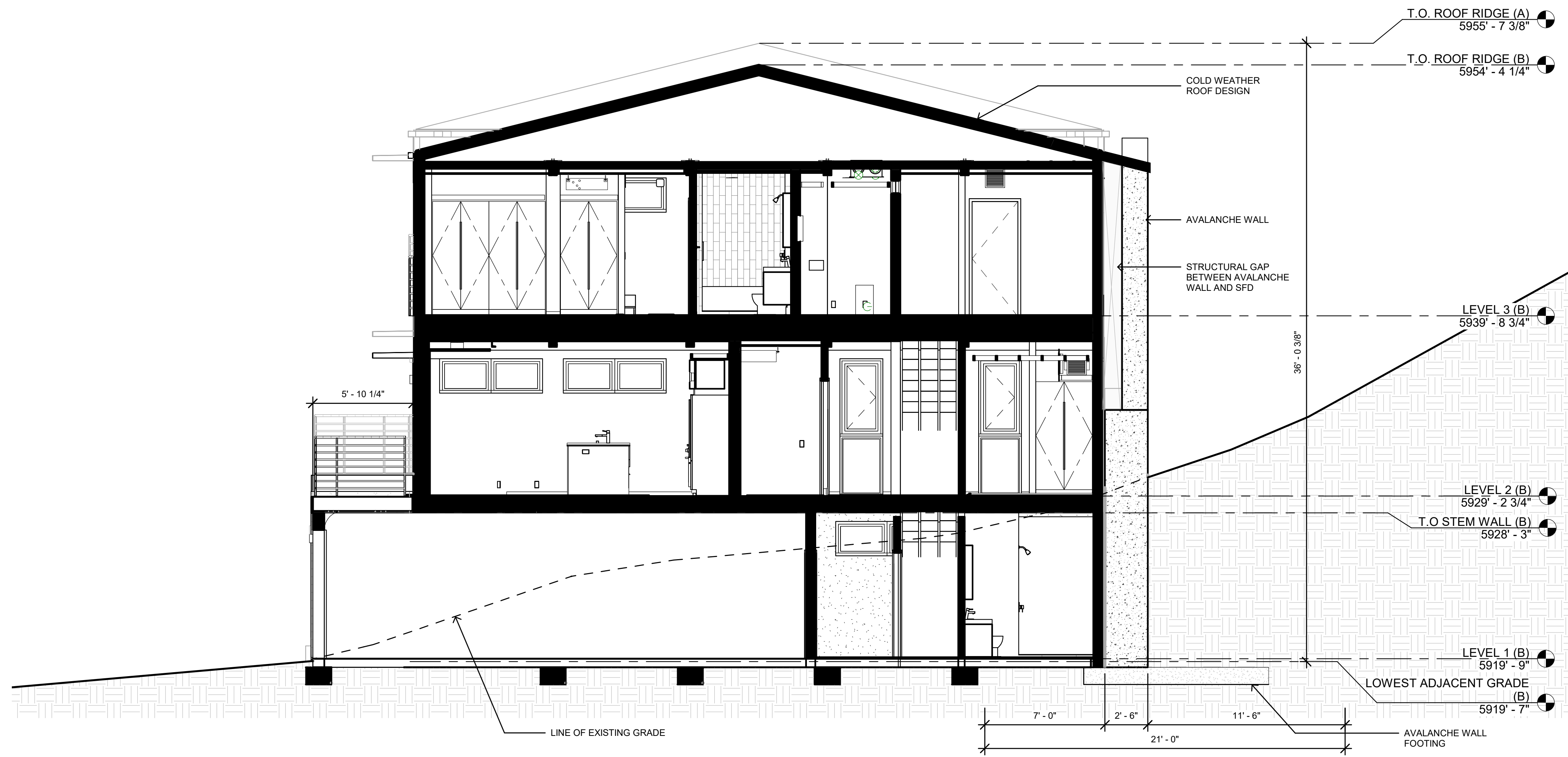
PROJECT NAME  
SAGE MOUNTAINSIDE TOWNHOMES

PROJECT NUMBER  
21.0045

DESCRIPTION  
SITE SECTIONS

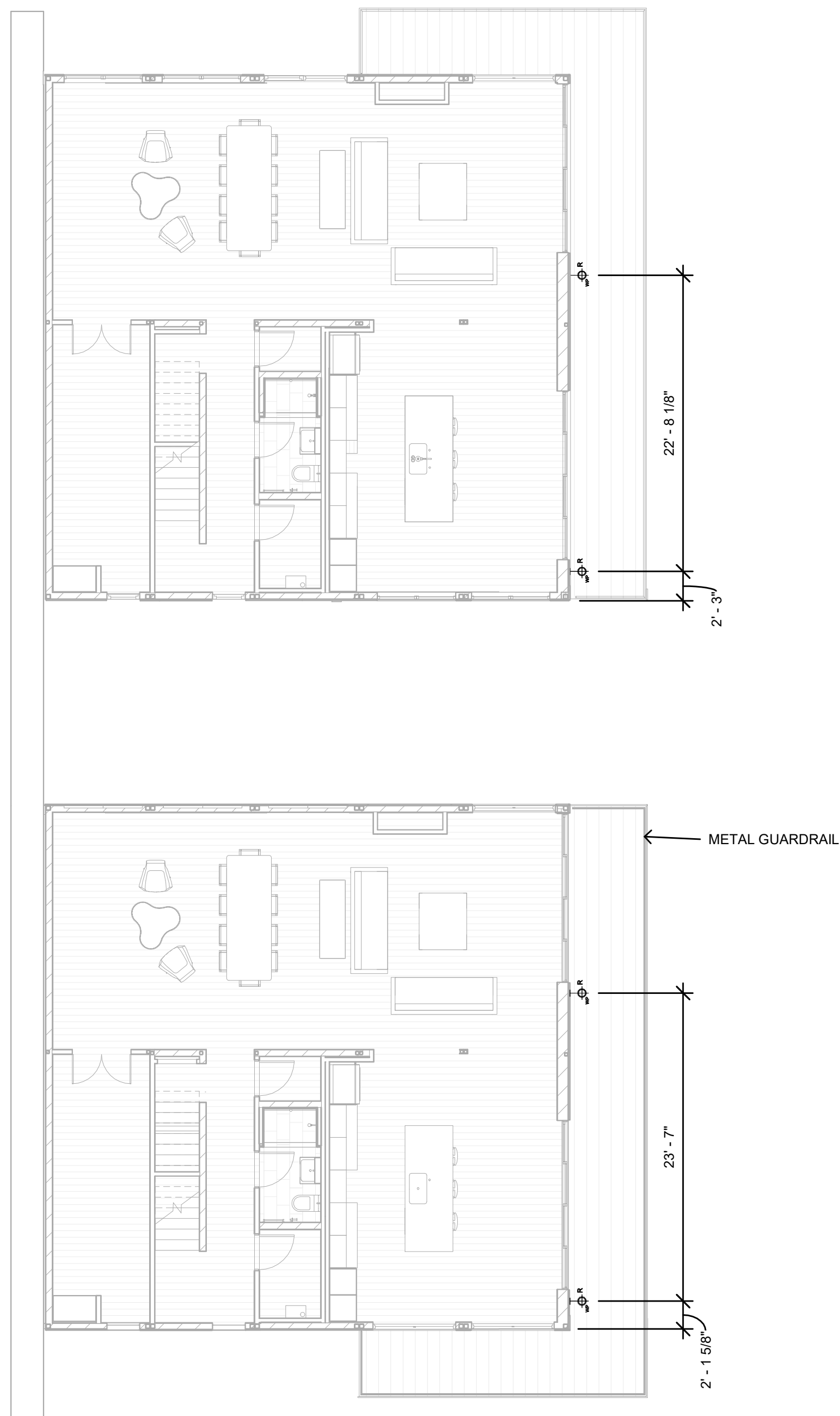
SCALE  
1/4" = 1'-0"

SHEET NO.  
D-3.2

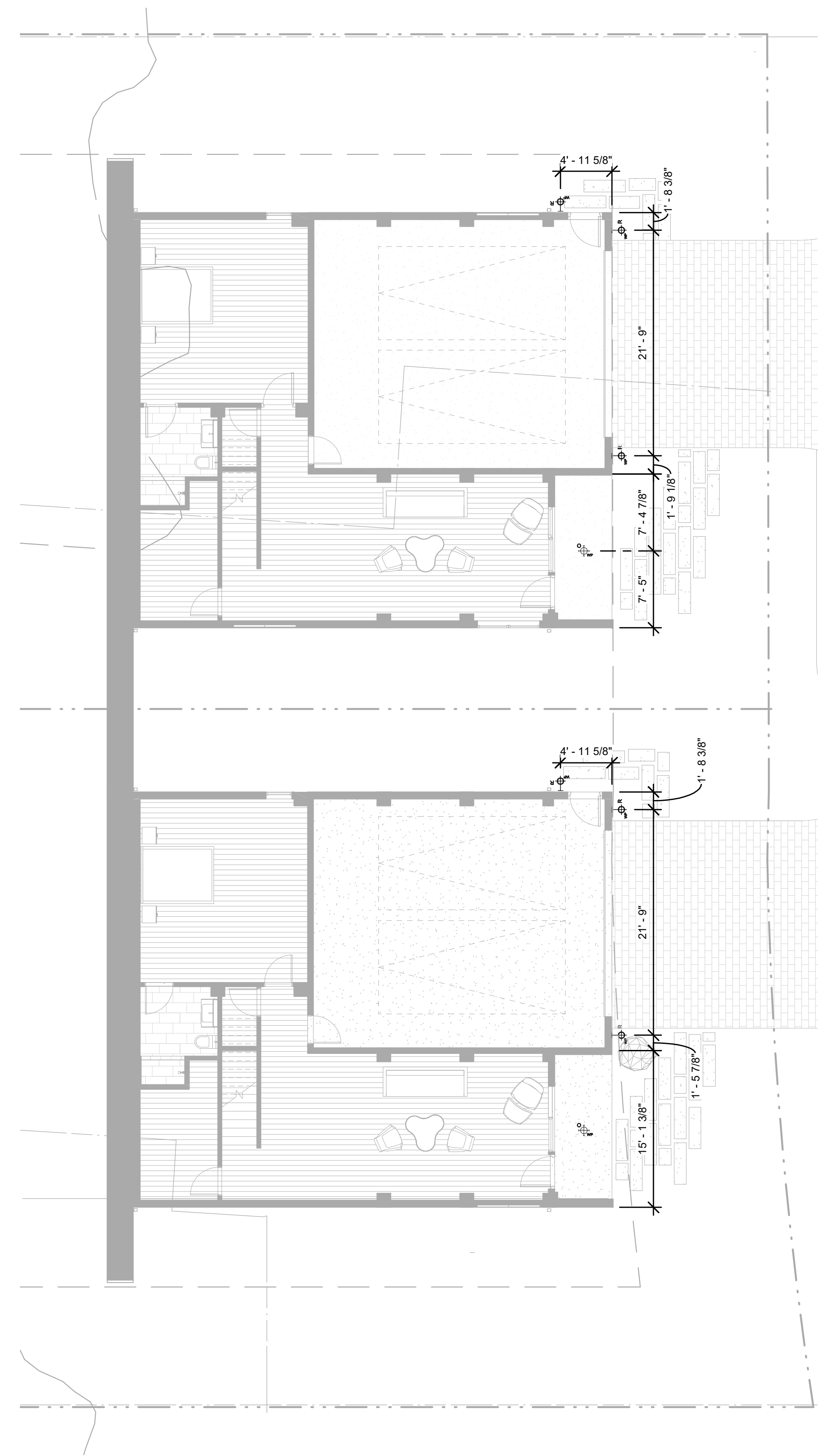


**1** CROSS SECTION  
SCALE: 1/4" = 1'-0"





**2** LEVEL 2 EXTERIOR LIGHTING  
SCALE: 1/8" = 1'-0"



**1** LEVEL 1 EXTERIOR LIGHTING  
SCALE: 1/8" = 1'-0"

**WALL DOWNLIGHT**

**PITCH SINGLE WALL SCONCE**



An architectural profile reminiscent of beautifully classic roof lines delivers significant light output in this modern LED wall sconce suitable for both indoor and outdoor applications. The Pitch Single's die-cast metal body houses powerful LED light sources that create visual appeal as light cascades down along a wall.

- High quality LM80-tested LEDs**  
for consistent long-life performance and color
- Outstanding protection against the elements:**
- Marine-grade powder coat finishes
  - Stainless Steel mounting hardware
  - Impact-resistant, UV stabilized frosted acrylic lensing
- Can be mounted for up lighting or down lighting**

**SPECIFICATIONS**

DELIVERED LUMENS	823
WATTS	26.1
VOLTAGE	120V, 277V
DIMMING	ELV
LIGHT DISTRIBUTION	Symmetric
MOUNTING OPTIONS	Downlight or Uplight
CCT	2700K, 3000K
CRI	80+
COLOR BINNING	3 Step
BUG RATING	E1-UG-GB
DARK SKY	Compliant (Downlight)
WET LISTED	IP65
GENERAL LISTING	ETL
CALIFORNIA TITLE 24	Can be used to comply with CEC 2016 Title 24 Part 6 for outdoor use. Registration with CEC Appliance Database not required.
START TEMP	-30°C
FIELD SERVICEABLE LED	No
CONSTRUCTION	Aluminum
HARDWARE	Stainless Steel
FINISH	Marine Grade Powder Coat
LED LIFETIME	1.5k, 75,000 Hours
WARRANTY*	5 Years
WEIGHT	1.2 lbs.

\* Visit techlighting.com for specific warranty limitations and details.



**ORDERING INFORMATION**

700WSPIT	SIZE	FINISH	LAMP
S	SINGLE	BLACK	LED823ZF LED 80 CRI, 3000K, 120V
S	SINGLE	BRONZE	LED823ZF LED 80 CRI, 3000K, 120V
S	SINGLE	CHARCOAL	LED823ZF LED 80 CRI, 3000K, 120V
S	SINGLE	SILVER	LED823ZF LED 80 CRI, 3000K, 120V

techlighting.com

**CEILING LIGHT**

**LAMAR EC19408 CEILING**

PROJECT

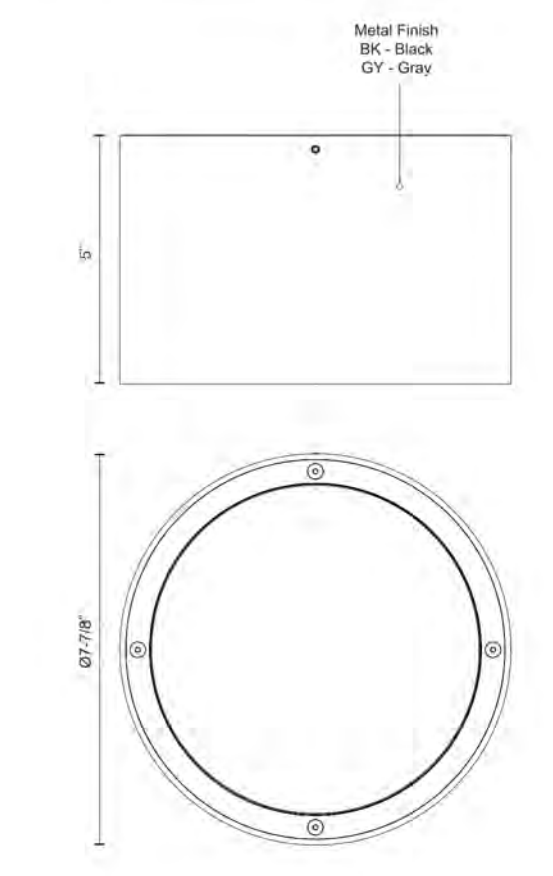
**DESCRIPTION**  
Extruded aluminum cylinders with cast retaining rings and mounts. Exterior surface mount or pendant with Frosted PC Diffuser. Down light. Custom options available.



**SPECIFICATION DETAILS**

\* For custom options, consult factory for details.

Fixture Dimensions	D7 7/8" x H5"
Light Source	LED
Wattage	37W
Total Lumens	3145lm
Delivered Lumens	BK-2789lm; WH-2094lm;
Voltage	120V
Color Temperature	3000K
CRI (Ra)	>90
Optional Color Temps	2700K, 5000K Available. Minimum Order Quantities Apply
LED Rated Life	50,000 hours
Dimming	100% - 10% TRIAC or ELV Dimmer (Not Included)
Diffuser Details	White PC Diffuser
Location	Wet
Warranty	5 Years



**KUZCO**  
19054 28TH AVENUE  
SURREY - BC V3Z 6M3  
CANADA  
WWW.KUZCOLIGHTING.COM

COMMENT

**Sam & Jordan Jadallah**

402 Sage Road,  
Ketchum, ID 83340

**CONNECT HOMES**

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**SHEET SET**

**PROJECT NAME**  
SAGE MOUNTAIN INSIDE TOWNHOMES

**PROJECT NUMBER**  
21.0045

**DESCRIPTION**  
EXTERIOR LIGHTING

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

**SHEET NO.**  
**D-4.0**



# Sam & Jordan Jadallah

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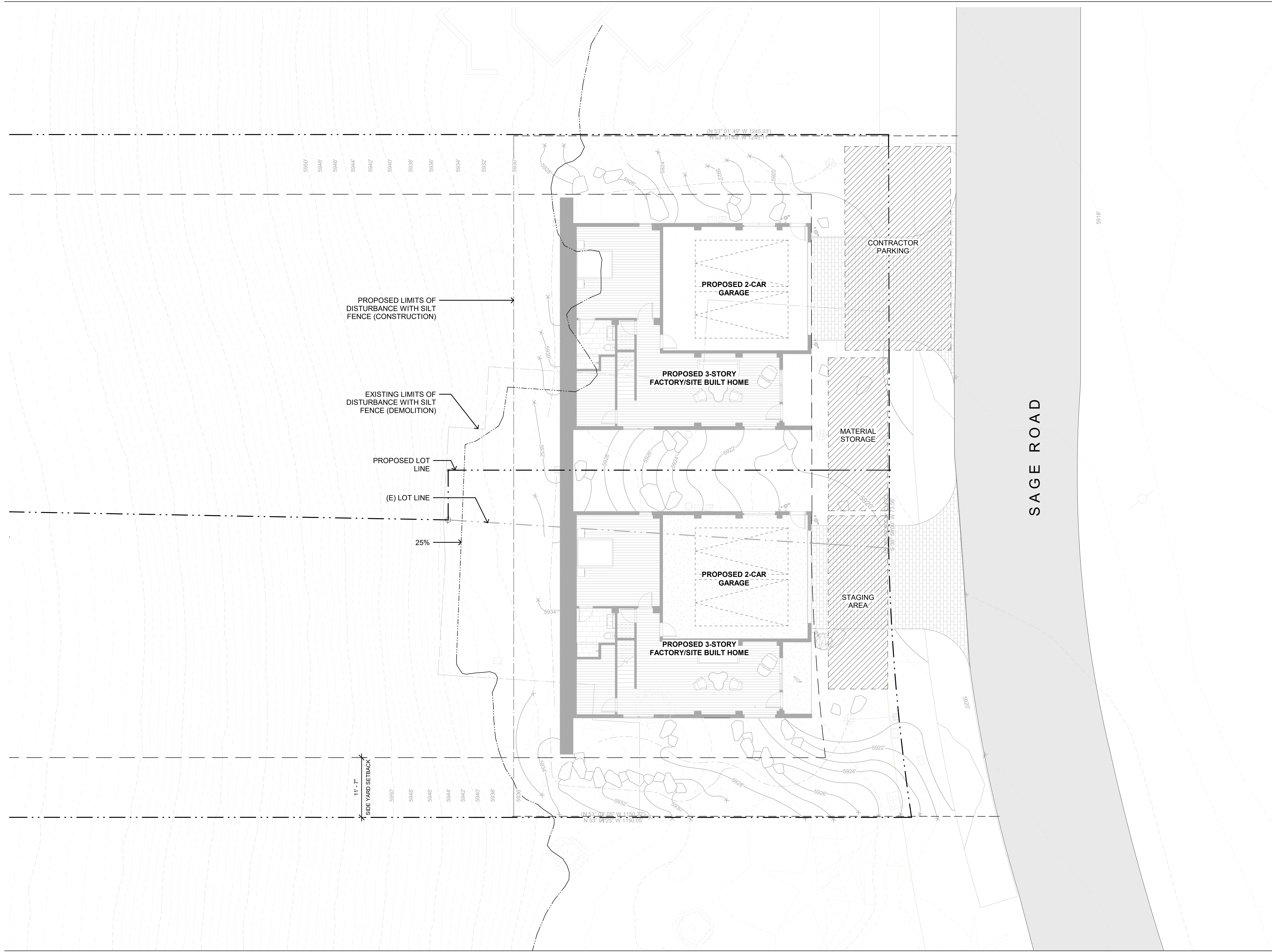
PROJECT NAME  
**SAGE MOUNTAINSIDE TOWNHOMES**

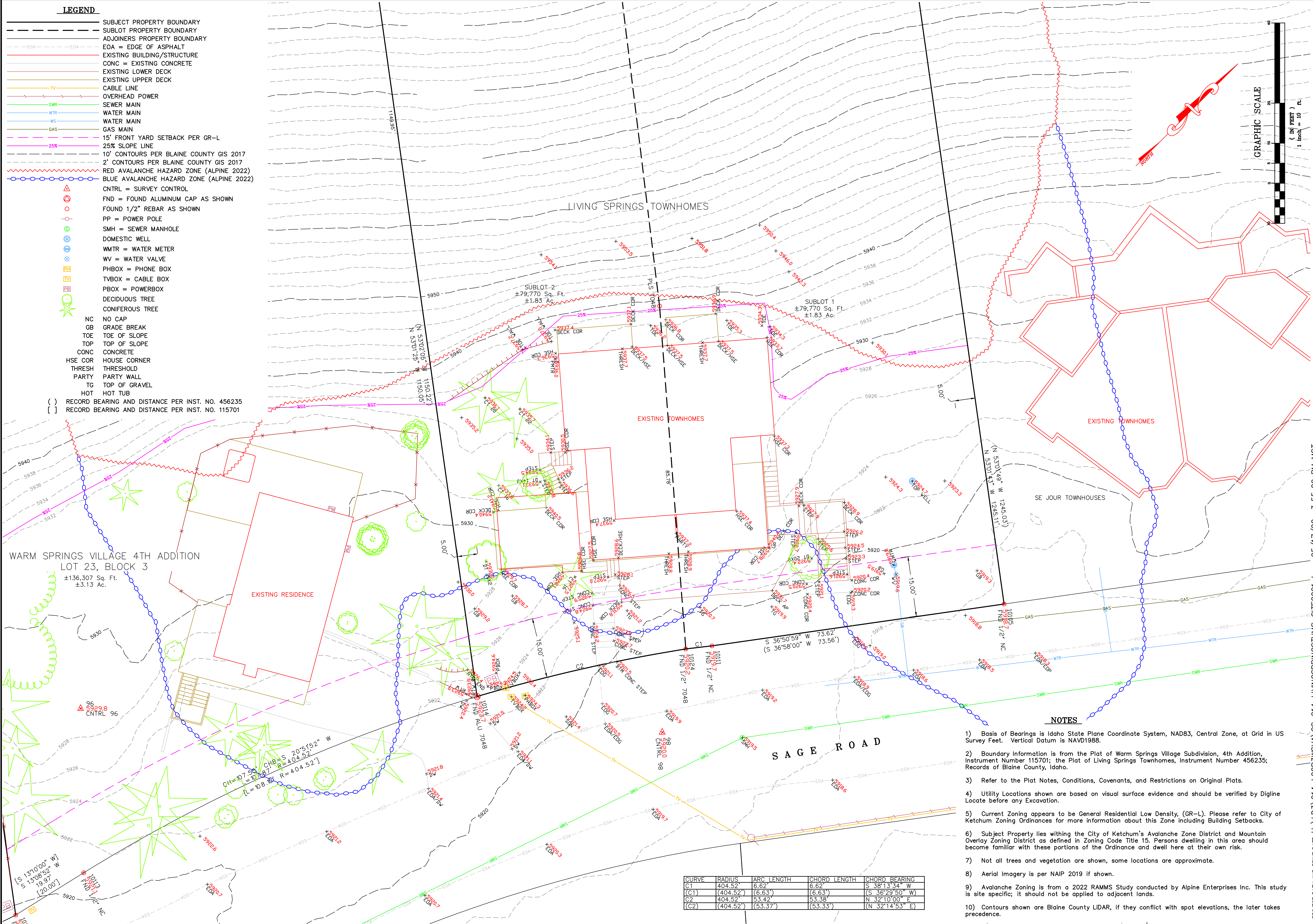
PROJECT NUMBER  
**21.0045**

DESCRIPTION  
**CONSTRUCTION MANAGEMENT PLAN**

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

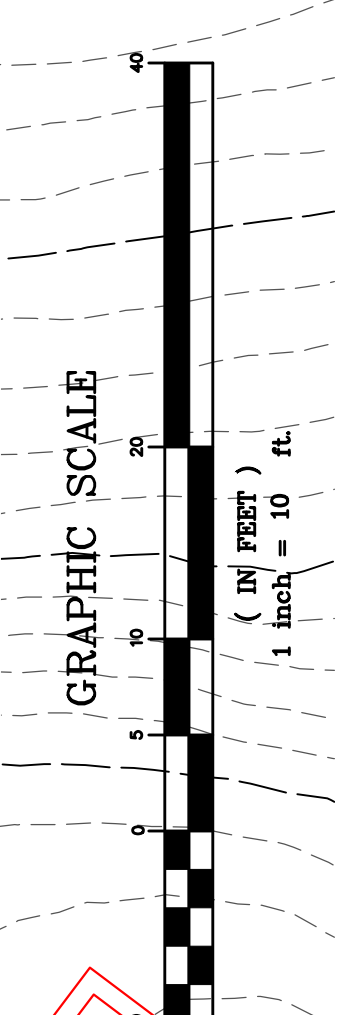
SHEET NO.  
**D-5.0**





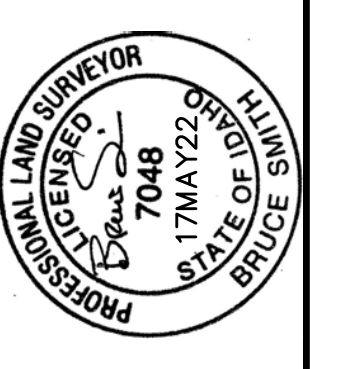
**LEGEND**

---	SUBJECT PROPERTY BOUNDARY
---	SUBLOT PROPERTY BOUNDARY
---	ADJOINERS PROPERTY BOUNDARY
---	EOA = EDGE OF ASPHALT
---	EXISTING BUILDING/STRUCTURE
---	CONC = EXISTING CONCRETE
---	EXISTING LOWER DECK
---	EXISTING UPPER DECK
---	CABLE LINE
---	OVERHEAD POWER
---	SEWER MAIN
---	WATER MAIN
---	WATER MAIN
---	GAS MAIN
---	15' FRONT YARD SETBACK PER GR-L
---	25% SLOPE LINE
---	10' CONTOURS PER BLAINE COUNTY GIS 2017
---	2' CONTOURS PER BLAINE COUNTY GIS 2017
---	RED AVALANCHE HAZARD ZONE (ALPINE 2022)
---	BLUE AVALANCHE HAZARD ZONE (ALPINE 2022)
○	CNTRL = SURVEY CONTROL
○	FND = FOUND ALUMINUM CAP AS SHOWN
○	FOUND 1/2" REBAR AS SHOWN
○	PP = POWER POLE
○	SMH = SEWER MANHOLE
○	DOMESTIC WELL
○	WMTR = WATER METER
○	WV = WATER VALVE
○	PHBOX = PHONE BOX
○	TVBOX = CABLE BOX
○	PBOX = POWERBOX
○	DECIDUOUS TREE
○	CONIFEROUS TREE
○	NC NO CAP
○	GB GRADE BREAK
○	TOE TOE OF SLOPE
○	TOP TOP OF SLOPE
○	CONC CONCRETE
○	HSE COR HOUSE CORNER
○	THRESH THRESHOLD
○	PARTY PARTY WALL
○	TG TOP OF GRAVEL
○	HOT HOT TUB
( )	RECORD BEARING AND DISTANCE PER INST. NO. 456235
[ ]	RECORD BEARING AND DISTANCE PER INST. NO. 115701



A SITE SURVEY SHOWING  
**LIVING SPRINGS TOWNHOMES**  
 WITHIN S14, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR JORDAN JADALLAH

Alpine Enterprises Inc.  
 Surveying, Mapping, Civil Engineering and Natural Hazards Consulting  
 660 Bell Dr., Unit 1  
 P.O. Box 2037, Ketchum, ID 83340 USA  
 (208) 727-1988  
 email: bsmit@alpineenterprisesinc.com



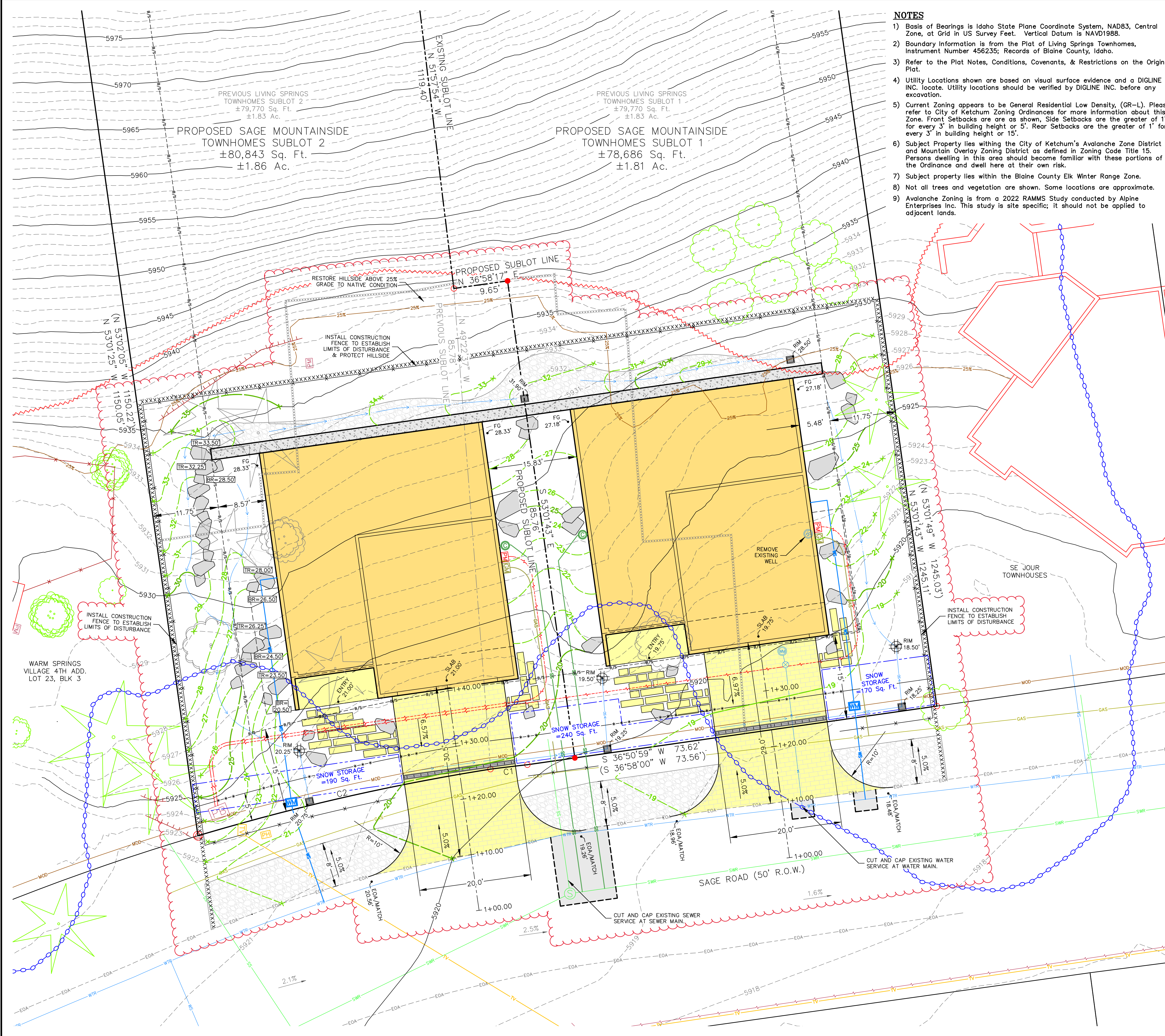
NO	DATE	BY	REVISIONS

**NOTES**

- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Vertical Datum is NAVD1988.
- 2) Boundary Information is from the Plat of Warm Springs Village Subdivision, 4th Addition, Instrument Number 115701; the Plat of Living Springs Townhomes, Instrument Number 456235; Records of Blaine County, Idaho.
- 3) Refer to the Plat Notes, Conditions, Covenants, and Restrictions on Original Plats.
- 4) Utility Locations shown are based on visual surface evidence and should be verified by Digline Locate before any Excavation.
- 5) Current Zoning appears to be General Residential Low Density, (GR-L). Please refer to City of Ketchum Zoning Ordinances for more information about this Zone including Building Setbacks.
- 6) Subject Property lies within the City of Ketchum's Avalanche Zone District and Mountain Overlay Zoning District as defined in Zoning Code Title 15. Persons dwelling in this area should become familiar with these portions of the Ordinance and dwell here at their own risk.
- 7) Not all trees and vegetation are shown, some locations are approximate.
- 8) Aerial Imagery is per NAIP 2019 if shown.
- 9) Avalanche Zoning is from a 2022 RAMMS Study conducted by Alpine Enterprises Inc. This study is site specific; it should not be applied to adjacent lands.
- 10) Contours shown are Blaine County LIDAR, if they conflict with spot elevations, the later takes precedence.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	404.52	6.62	6.62	S 38°13'34" W
(C1)	(404.52)	(6.63)	(6.63)	(S 36°29'50" W)
C2	404.52	53.42	53.38	N 32°10'00" E
(C2)	(404.52)	(53.37)	(53.33)	(N 32°14'53" E)

PROJECT PATH AND PRINT DATE U:\LD3\214\_L22B3WSV4\CS\_214\_LIVINGSPRINGSTHMS\_SITE2021.dwg 05/17/22 3:55:29 PM\_MST

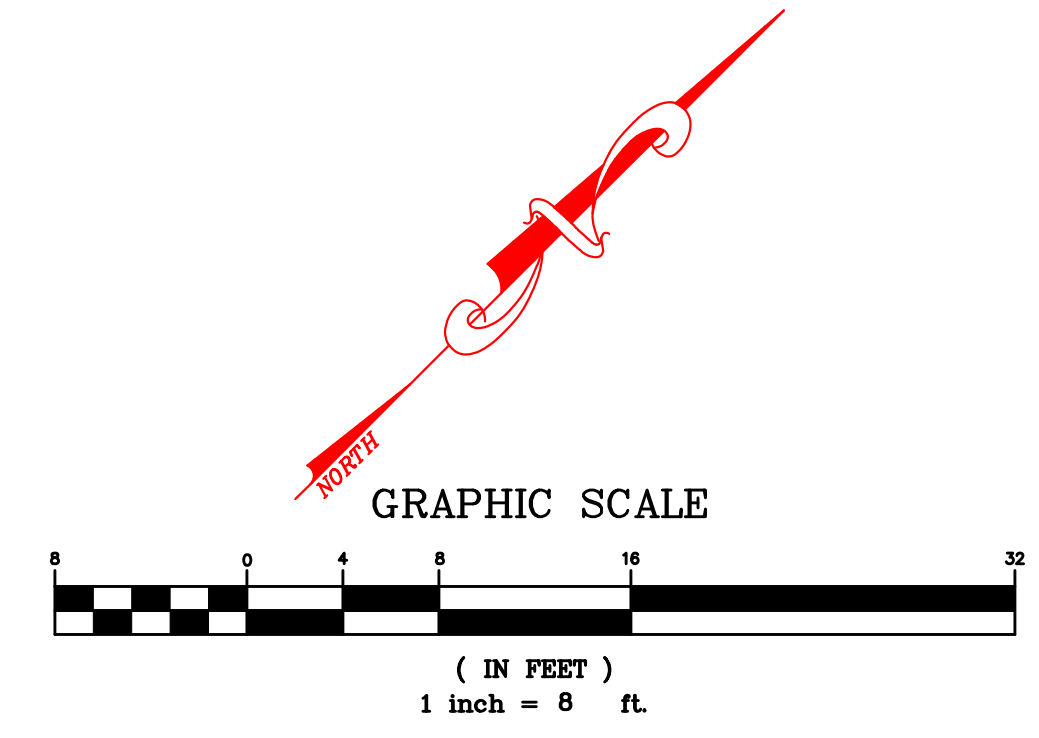


- NOTES**
- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Vertical Datum is NAVD1988.
  - 2) Boundary Information is from the Plat of Living Springs Townhomes, Instrument Number 456235; Records of Blaine County, Idaho.
  - 3) Refer to the Plat Notes, Conditions, Covenants, & Restrictions on the Original Plat.
  - 4) Utility Locations shown are based on visual surface evidence and a DIGLINE INC. locate. Utility locations should be verified by DIGLINE INC. before any excavation.
  - 5) Current Zoning appears to be General Residential Low Density, (GR-L). Please refer to City of Ketchum Zoning Ordinances for more information about this Zone. Front Setbacks are as shown, Side Setbacks are the greater of 1' for every 3' in building height or 5'. Rear Setbacks are the greater of 1' for every 3' in building height or 15'.
  - 6) Subject Property lies within the Blaine County Elk Winter Range Zone.
  - 7) Not all trees and vegetation are shown. Some locations are approximate.
  - 8) Avalanche Zoning is from a 2022 RAMMS Study conducted by Alpine Enterprises Inc. This study is site specific; it should not be applied to adjacent lands.

**LEGEND**

- Subject Boundary
- Existing/Proposed Sublot Line
- Previous Sublot Line
- Adjoiners Boundary
- Existing Edge of Asphalt Roadway
- Existing Building Setback (See Note 5)
- Existing 5' Public Utility Easement
- Mountain Overlay District (City of Ketchum)
- 25% Slope Line (Alpine 2022)
- Existing 5' Major Contour Line (Alpine 2022)
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- Proposed 6" Dia. PVC Storm Drain Pipe
- Proposed L.O.D. with Silt Fence (Construction)
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- Existing Overhead Power
- Proposed Underground Power
- Existing Water Main
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- Proposed Power Meter
- Proposed Gas Meter
- Existing Conifer Tree
- Existing Deciduous Tree
- Existing Conifer Tree (To Be Removed)
- Existing Deciduous Tree (To Be Removed)
- Existing Road Grade
- Proposed Grade
- Proposed Structure
- Proposed Concrete Avalanche Protection Wall
- Proposed Deck Line (See Arch. Plan)
- Proposed Paver Driveway (C3.0, Detail 8)
- Proposed Asphalt Patch & Saw-Cut Line (C2.0, Detail 3)
- Proposed Stone Entry
- Proposed Boulders (C3.0, Detail 10)
- Proposed Gravel (C3.0, Detail 7)
- Proposed Snow Storage
- Proposed Landscape Dry Well (C3.0, Detail 8)
- Proposed Heated Landscape Catch Basin Connected to Building Drainage
- Proposed 6" Driveway Trench Drain
- Garage Slab Elevation
- Finish Grade
- ENTRY Stone Entry Elevation
- RIM Dry Well/Catch Basin Rim Elevation
- TR Top of Retaining Elevation
- BR Bottom of Retaining Elevation

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	404.52'	6.62'	6.62'	S 38°13'34" W
(C1)	(404.52')	(6.63')	(6.63')	(S 36°29'50" W)
C2	404.52'	53.42'	53.38'	N 32°10'00" E
(C2)	(404.52')	(53.37')	(53.33')	(N 32°14'53" E)



PROJECT PATH AND PRINT DATE U:\LD3\214\_L22B3WSV4\_CS\_214\_SageMountainSideTHMS\_CivilROW2022.dwg 3/2/2023 4:02:29 PM MST

**ALPINE ENTERPRISES INC.**  
 Surveying, Mapping, Civil Engineering,  
 and Natural Hazards Consulting  
 660 Bell Dr., Unit 1, 83940 USA  
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 email: alpine@alpineenterprisesinc.com

**PROFESSIONAL ENGINEER**  
 02MAR23  
 STATE OF IDAHO  
 ALEX NEVILL

REVISIONS	NO	DATE	BY
PRELIMINARY ONLY: NOT FOR CONSTRUCTION			
DESIGN REVIEW SUBMITTAL	1	08DEC22	AHN
REVISED	2	02MAR23	AHN

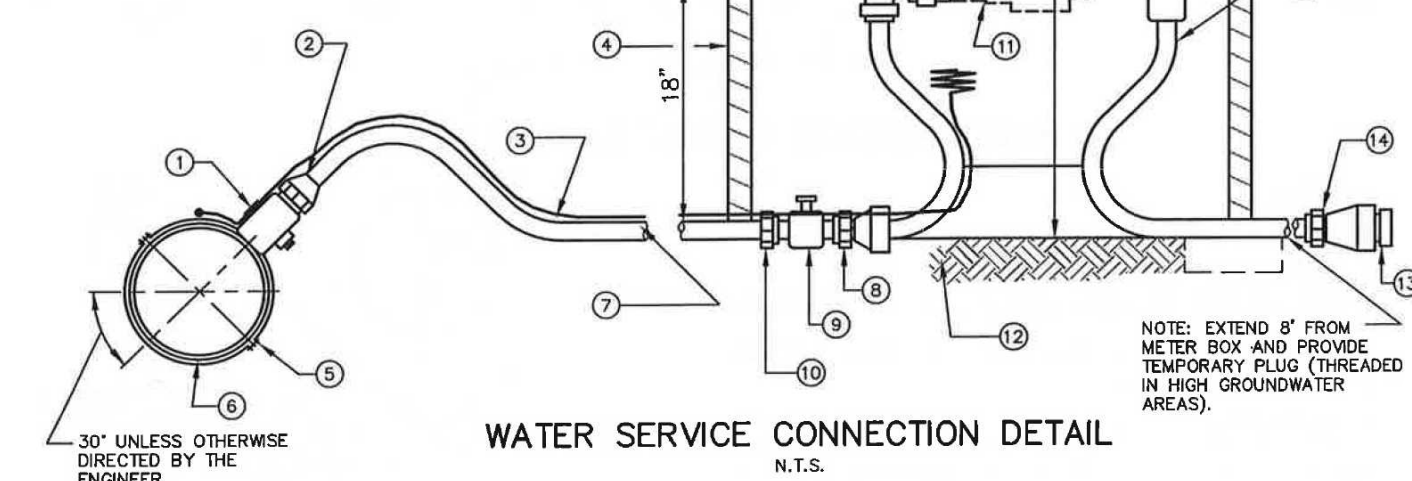
**C1.0**

**GENERAL CONSTRUCTION NOTES**

- Utility Locations shown are based on Digline locates and visual surface evidence. They are approximate. Contractor shall be responsible for locating existing utilities prior to commencing and during construction.
- See the Building Plan from Connect Homes and the Landscape Plan from NS Consulting for the remainder of the design.
- Contractor shall assure positive drainage away from the building and driveway.
- Contractor shall be responsible for dust control during construction of all items hereon. Dust control shall be continuous during construction, 24 hours per day 7 days per week. The contractor shall follow the requirements of the Storm Water Pollution Prevention Program at all times until permanent erosion control is established.
- The Trench Drain shall be a 6" wide HDPE channel with a 0.75 built in channel slope (Zurn Flo-Thru Model Z886 or equivalent). Grate shall be ductile iron with a slotted pattern. All components shall be rated for H-20 loading.
- All construction shall be in accordance with the most current edition of the Idaho Standards for Public Works Construction, ISPMC, and the City of Ketchum, Idaho, Codes and Standards. The contractor shall be responsible for obtaining and keeping a copy of the ISPMC and the City of Ketchum Codes and Standards on site during construction.
- Per Idaho Code, 55-1613, the contractor shall retain and protect all monuments, accessories to corners, benchmarks, and points set in control surveys. All monuments, accessories to corners, benchmarks, and points set in control surveys that are lost or disturbed by construction shall be reestablished and re-monumented, at the expense of the agency or person causing their loss or disturbance under the direction of a professional land surveyor.
- The contractor shall clean up the site after construction so that it is in a condition equal to or better than that which existed prior to construction.
- The contractor shall be required to obtain all the necessary permits prior to construction and shall check with the City of Ketchum for permits the owner may have already obtained.
- Potable/non-potable crossings shall comply with ISPMC Standard Drawing SD-407 and IDAPA section 58.01.08.542.07.
- Sewer service lines shall be placed at a slope of 2%, with markers per ISPMC. Cleanouts are required at changes in alignment, grade, and minimum 150' length.
- All pipe shall be bedded with (ISPMC) Type I bedding material.
- Trenches shall be backfilled and compacted to a minimum of 95% of maximum density as determined by AASHTO T-99.
- The contractor shall pressure test all sewer service connections in accordance with Idaho Standards for Public Works Construction, ISPMC.
- All clearing and grubbing shall conform to ISPMC Section 201 and City of Ketchum standards of excavation and backfill.
- All excavation and embankment shall conform to ISPMC Section 202 and City of Ketchum standards for excavation and backfill. Excavated subgrade shall be compacted and all unsuitable Sections removed and replaced with structural fill as determined by the engineer per ISPMC Section 204. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- All 2" minus aggregate shall be placed in conformance with ISPMC Section 802. It shall be compacted per ISPMC Section 202 and the City of Ketchum standards. 2" minus crushed aggregate material shall conform to ISPMC Section 802 Type II and to the City of Ketchum specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- All 3/4" minus aggregate shall be placed in conformance with ISPMC Section 802. It shall be compacted per ISPMC Section 202 and the City of Ketchum standards. 3/4" minus crushed aggregate for leveling course shall conform to ISPMC Table 802 Type I and to the City of Ketchum specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- All asphaltic concrete pavement work shall conform to ISPMC Section(s) 805, 810, and 811 for Class II pavement and to the City of Ketchum standards. Asphalt aggregate shall be 1/2" nominal size conforming to Table 803b in ISPMC Section 803. Asphalt binder shall be pg 58-28 conforming to Table A-1 in ISPMC Section 805.
- All concrete work shall conform to ISPMC Sections 701 and 703. All concrete shall be 3,000 psi minimum. 28 day, as defined in ISPMC Section 703, Table 1.C.
- All edges of existing asphalt paving shall be saw cut a minimum of 24" to provide a clean pavement edge for matching. No wheel cutting shall be allowed. Pavement shall be cut prior to paving to prevent damage to the cut edge.
- Snow Storage based on 30% of the Improved Parking and Pedestrian Circulation Areas.  
 Driveways = 550 Sq. Ft.  
 Walkways = 190 Sq. Ft.  
 Total = 740 Sq. Ft.  
 30% of Total = 260 Sq. Ft.  
 Area Designated = 190 Sq. Ft. + 240 Sq. Ft. + 170 Sq. Ft.  
 Area Designated Total = 600 Sq. Ft. of Snow Storage
- The contractor shall be responsible for providing traffic control per the current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD).
- Alpine Enterprises Inc. is not responsible for any deviation from these plans, unless such changes have been authorized in writing.
- All right-of-way improvements per sheet C1.0 must be completed prior to issuance of a temporary or final Certificate of Occupancy unless otherwise agreed upon in writing by the City.

**NOTES:**

- ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS.
- NO GALVANIZED PIPE OR YELLOW BRASS FITTINGS TO BE USED.
- SERVICE PIPE: ULTRA HIGH MOLECULAR WEIGHT POLYETHYLENE PIPE SIZE 7, CLASS 200 IN IRON PIPE SIZE (DRISCO PIPE 8600 ULTRA LINE) 3/4" OR 1".
- SADDLE COUPLINGS: USED FOR CONNECTION OF ALL SERVICE LINES TO PVC MAIN. SERVICE SADDLES: EPOXY COATED STEEL WITH STAINLESS STEEL BAND AND MUELLER THREADS, TYPE CC.
- NO SERVICE CONNECTIONS WITHIN ONE FOOT OF THE PIPE ENDS. STAGGER MULTIPLE CONNECTIONS MADE ON THE SAME JOINT OF PIPE THE ALONG CIRCUMFERENCE AND SEPARATED BY A MINIMUM OF ONE FOOT.
- CENTER METER BOXES LOCATED IN CONCRETE DRIVEWAYS IN A 4' X 4' SQUARE OF CONCRETE, SEPARATED FROM THE REST OF THE DRIVEWAY CONCRETE BY EXPANSION JOINT MATERIAL. USE 30' TILE WITH CONCRETE GRADE RING, STANDARD MANHOLE RING AND LID MARKED "WATER".
- ELEVATION SET OF METER LID PER LOCAL REQUIREMENTS.

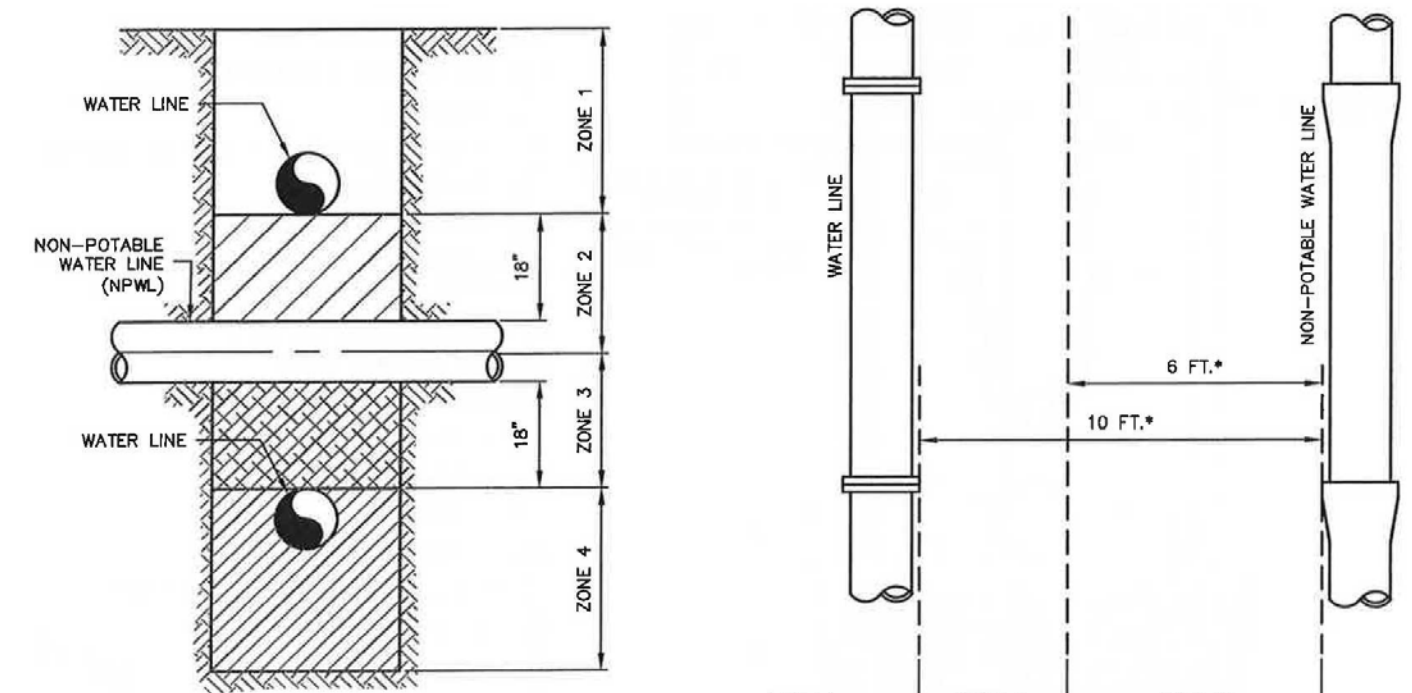


**WATER SERVICE CONNECTION DETAIL**  
N.T.S.

**LEGEND**

- FORD FB-1101 OR MUELLER BALL CORPORATION STOP 3/4" OR 1".
- MUELLER H-15072.
- NO. 12 COPPER FINDER WIRE. SEE SD-514 FOR SPLICING.
- 20" DIA. X 42" DEEP METER BOX (NOTCH FOR SERVICE LINES).
- STAINLESS STEEL SADDLE.
- WATER MAIN.
- 3/4" OR 1" SERVICE LINE (TYP.) NO SPLICING IS ALLOWED.
- MALE SWIVEL END.
- FULL OPENING 3/4" OR 1" MUELLER 300 BALL OR FORD B-11333 BALL VALVE.
- CURB STOP ADAPTER (FORD C-86 OR MUELLER H-15426 "TRIP JOINT").
- FUTURE METER INSTALLED BY WATER PURVEYOR.
- FRM UNDISTURBED EARTH. (SET TILE ON 2" X 22" DIAMETER PRECAST CONCRETE BLOCK IF OVER EXCAVATION OCCURS).
- PROVIDE TEMPORARY PLUG (THREADED IN HIGH WATER AREAS).
- DOUBLE PURPOSE COUPLING.
- FORD VHM-92-18" YOKE WITH MALE CONNECTION AND EXTENDED END OR APPROVED EQUAL.
- FORD CARTRIDGE DUAL CHECK VALVE (VERTICAL).
- FORD BALL VALVE 18" (92,93,94 SERIES OR MUELLER B24101-142) 3/4"-1" COPPERSETTER WITH PADLOCK WINGS AND EXTENDED END ON EACH.
- FORD TYPE X SINGLE LID COVERS NO. X43. 13 1/2" OPENING- 1/32" PENTAGONAL NUT.

**1 WATER SERVICE CONNECTION (3/4" - 1")**  
ISPMC - SD-401  
NOT TO SCALE



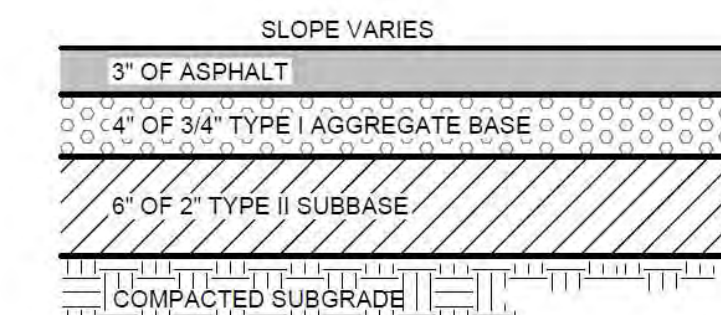
**VERTICAL SEPARATION REQUIREMENTS**

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

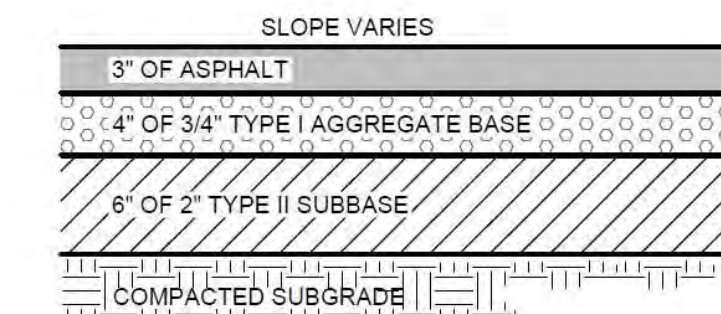
**HORIZONTAL SEPARATION REQUIREMENTS**

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

**3 POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPERATION**  
ISPMC - SD-407  
NOT TO SCALE



**TYPICAL STREET ASPHALT SECTION**

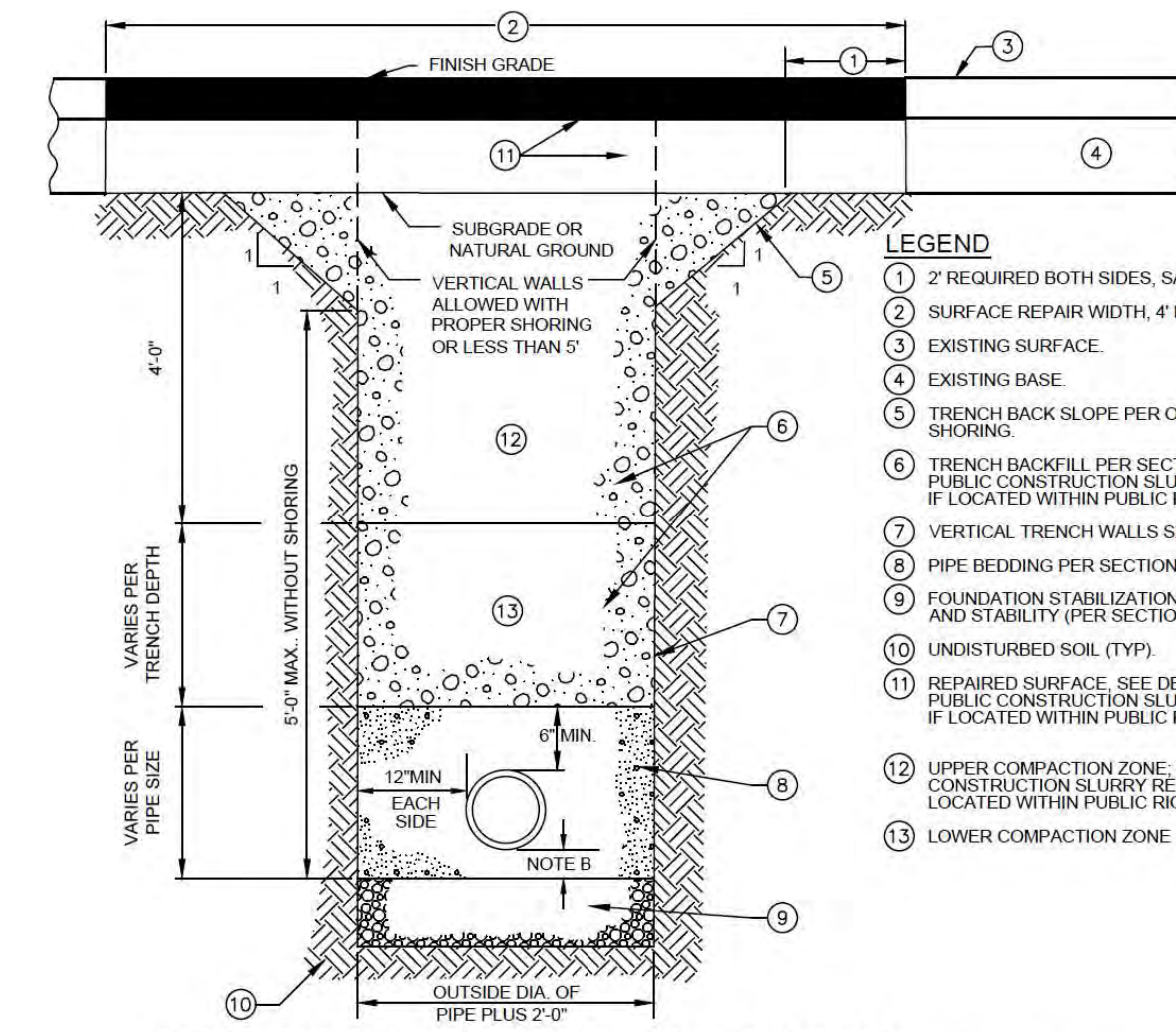


**TYPICAL ALLEY ASPHALT SECTION**

**NOTES:**

- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
- MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
- PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

**2 TYPICAL ROAD SECTIONS**  
CITY OF KETCHUM - SD-3  
NOT TO SCALE



- LEGEND**
- Z REQUIRED BOTH SIDES, SAWCUT REQUIRED.
  - SURFACE REPAIR WIDTH, 4' MINIMUM. SEE NOTE 5.
  - EXISTING SURFACE.
  - EXISTING BASE.
  - TRENCH BACK SLOPE PER O.S.H.A. OR SUITABLE SHORING.
  - TRENCH BACKFILL PER SECTION 306, OR SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" BELOW IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
  - VERTICAL TRENCH WALLS SHORING PER O.S.H.A.
  - PIPE BEDDING PER SECTION 305 (SEE SD-302).
  - FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (PER SECTION 304).
  - UNDISTURBED SOIL (TYP).
  - REPAIRED SURFACE. SEE DETAIL 5. SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" BELOW IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
  - LOWER COMPACTION ZONE.

**KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT**

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

- COARSE AGGREGATE (6" MINUS) : 2,600 LBS  
 SAND : 800 LBS  
 PORTLAND CEMENT : 94 LBS  
 WATER : 11 GAL. (MAX.)

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

NO COMPACTION, VIBRATION, OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANT MIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANT MIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PREPARATION PRIOR TO COMPLETING THE PERMANENT REPAIR.

**NOTES:**

- TRENCH EXCAVATION PER SECTION 301.
- PIPE BEDDING PER SECTION 305.
- BACKFILL AND COMPACTION PER SECTION 306.
- SURFACE REPAIR AND BASE PER DETAIL 3.
- ASPHALT PAVEMENT FOR SURFACE REPAIR SHALL BE IN ACCORDANCE WITH PLANS AND ISPMC SECTIONS 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPMC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPMC SECTION 805.
- IF TRENCH IMPACTS CROWN OF ROADWAY, CROWN MUST BE MAINTAINED AND POSITIVE DRAINAGE PROVIDED.

**4 TYPICAL TRENCH**  
CITY OF KETCHUM - SD-12  
NOT TO SCALE

PROJECT PATH AND PRINT DATE U:\LD3\214\_L22B3WSV4\CS\_214\_SageMountainsideTHMS\_CivilROW2022.dwg 3/2/2023 4:02:29 PM MST

A SITE GRADING, R.O.W. ENCROACHMENT, & UTILITY PLAN SHOWING  
 SAGE MOUNTAINSIDE TOWNHOMES  
 WITHIN S11 & S14, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR SAGE MOUNTAINSIDE LLC.

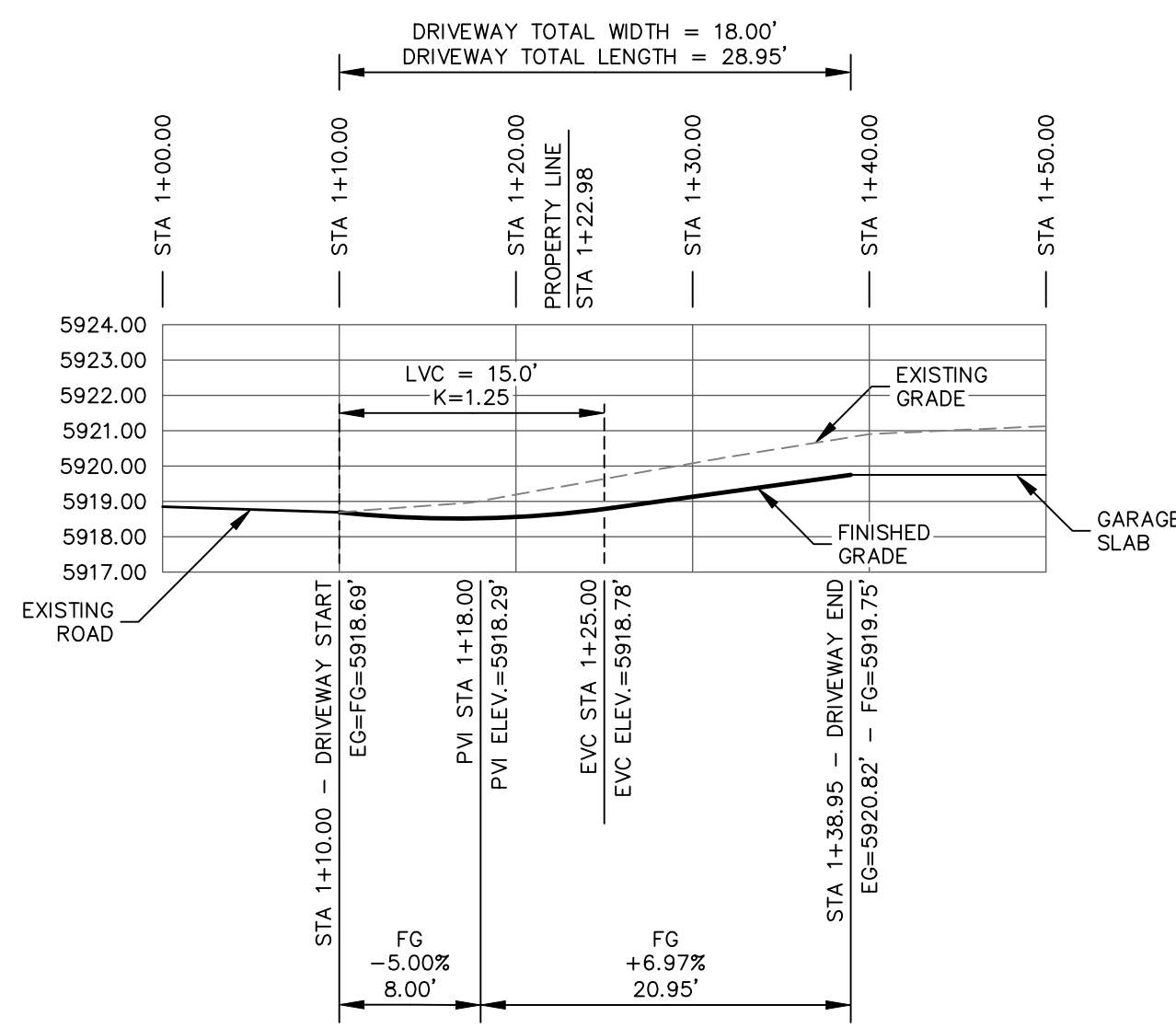
Alpine Enterprises Inc.  
 Surveying, Mapping, Civil Engineering,  
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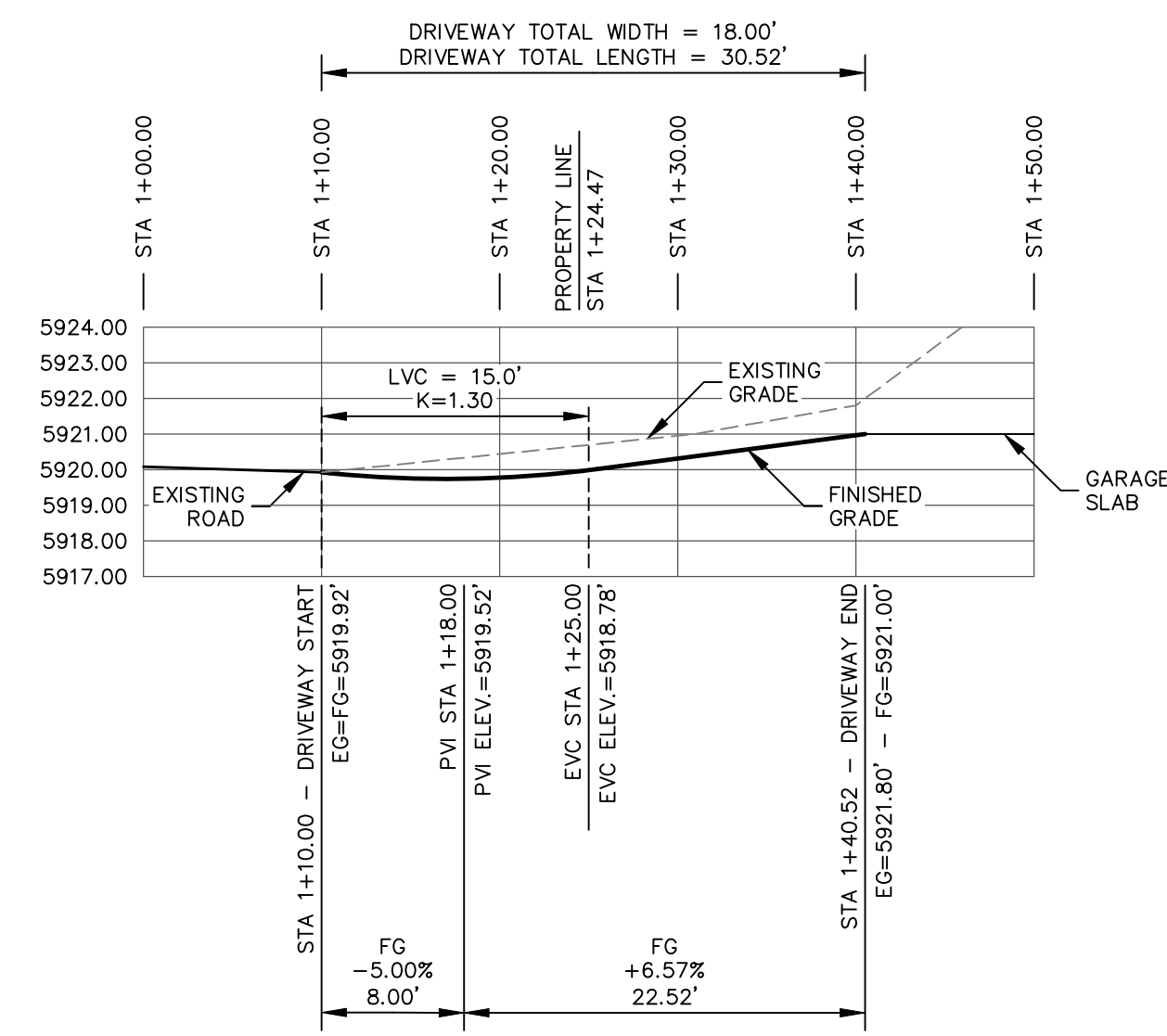
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1	08DEC22	AHN
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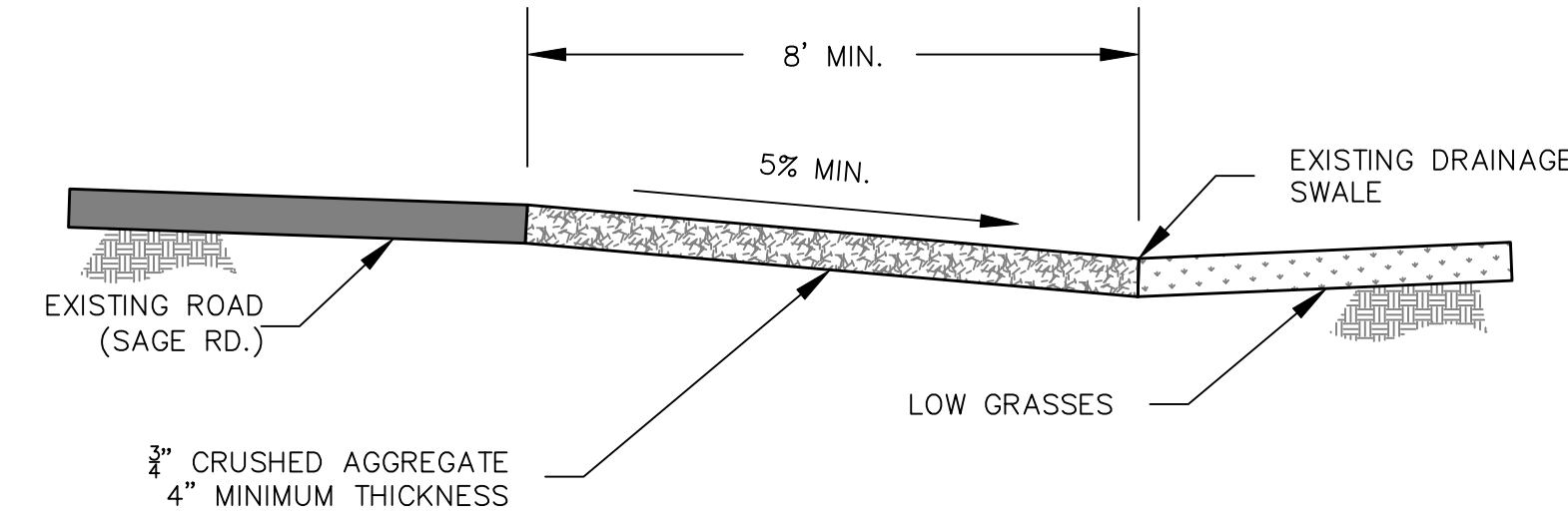
**C2.0**



5 DRIVEWAY PROFILE VIEW  
 SUBLOT 1  
 VERT: 1"=5'  
 HORIZ: 1"=10'

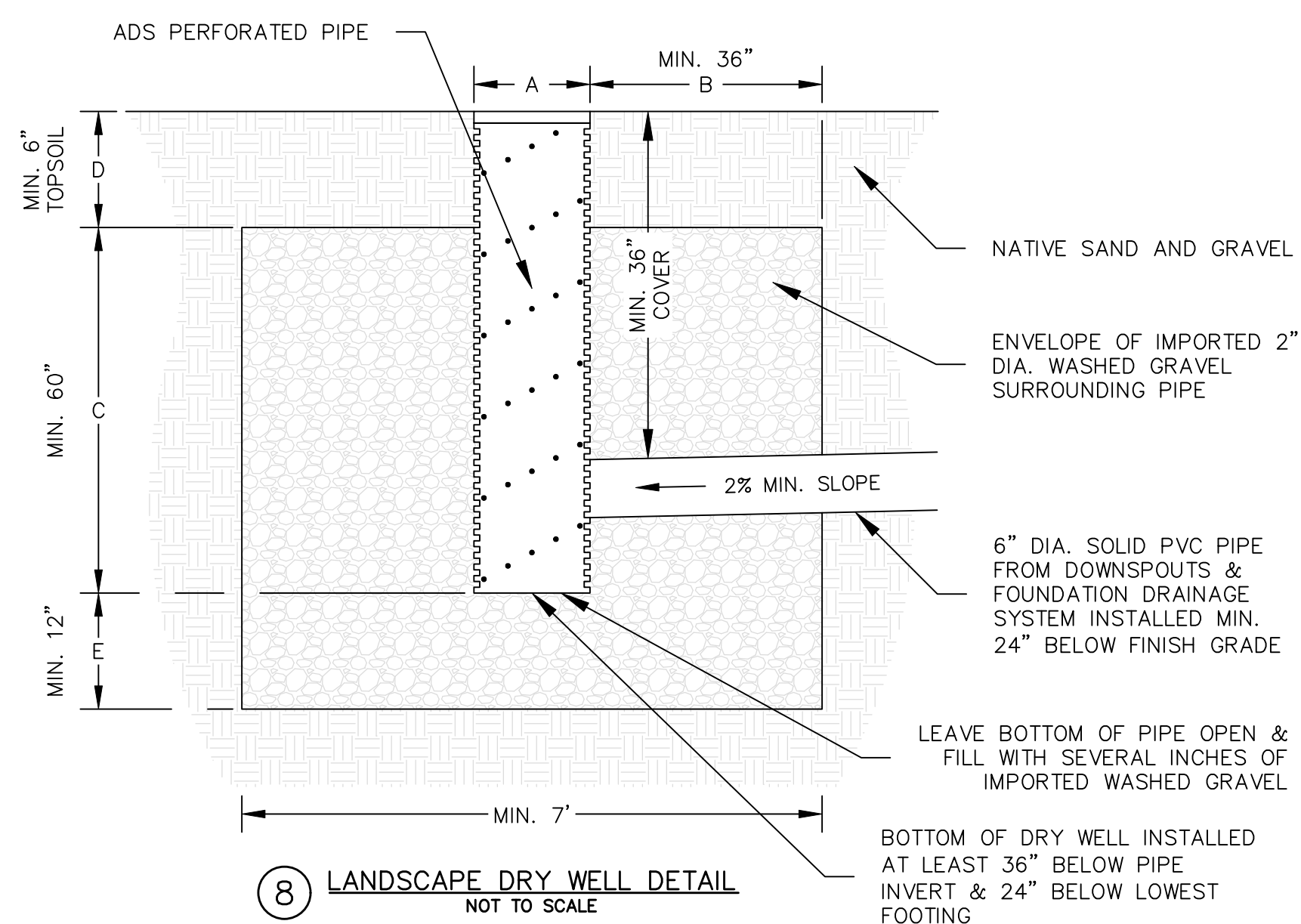


6 DRIVEWAY PROFILE VIEW  
 SUBLOT 2  
 VERT: 1"=5'  
 HORIZ: 1"=10'

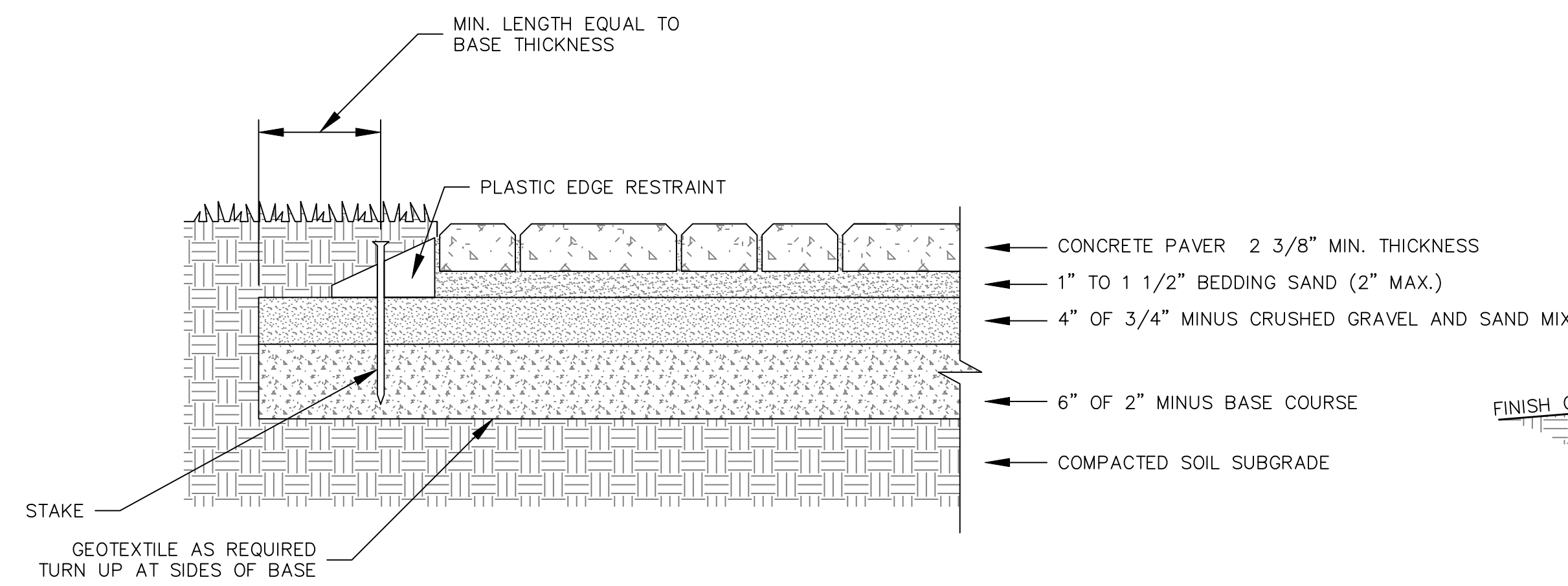


7 CROSS-SECTION: ROADSIDE SWALE  
 R.O.W. SAGE ROAD  
 NOT TO SCALE

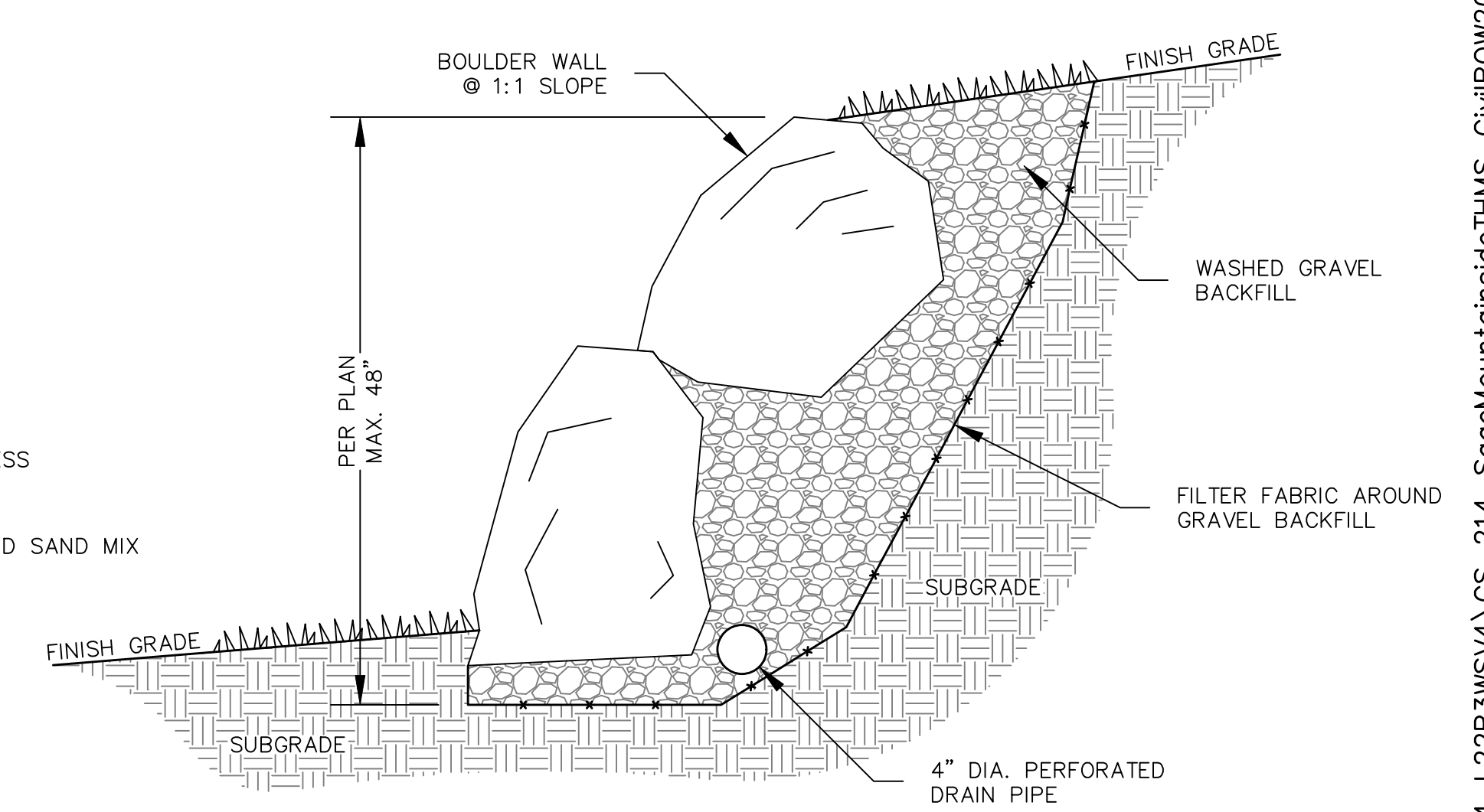
- NOTES**
- A) Material shall be pervious/permeable to allow drainage.
  - B) Surface must allow for vehicle parking and be consistent along the entire property frontage.
  - C) Material within the first eight (8) feet from edge of asphalt (Street) shall be distinct from driveway and rest of property in order to visually appear available for parking.
  - D) Grading and drainage improvements as required by City Engineer - Minimum 5% slope.
  - E) No obstructions, such as boulders or berms.
  - F) No buried irrigation systems within the first eight (8) feet the edge of asphalt (Street). Surface irrigation lines are permitted beyond the first eight (8) feet, however pop-up heads are not permitted anywhere in the ROW.
  - G) No live plant material within the first eight (8) feet from edge of asphalt (Street). Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species are preferred.
  - H) No snow-melt system (other than driveway).



8 LANDSCAPE DRY WELL DETAIL  
 NOT TO SCALE



9 PAVER DRIVEWAY DETAIL  
 NOT TO SCALE



10 BOULDER WALL  
 NOT TO SCALE

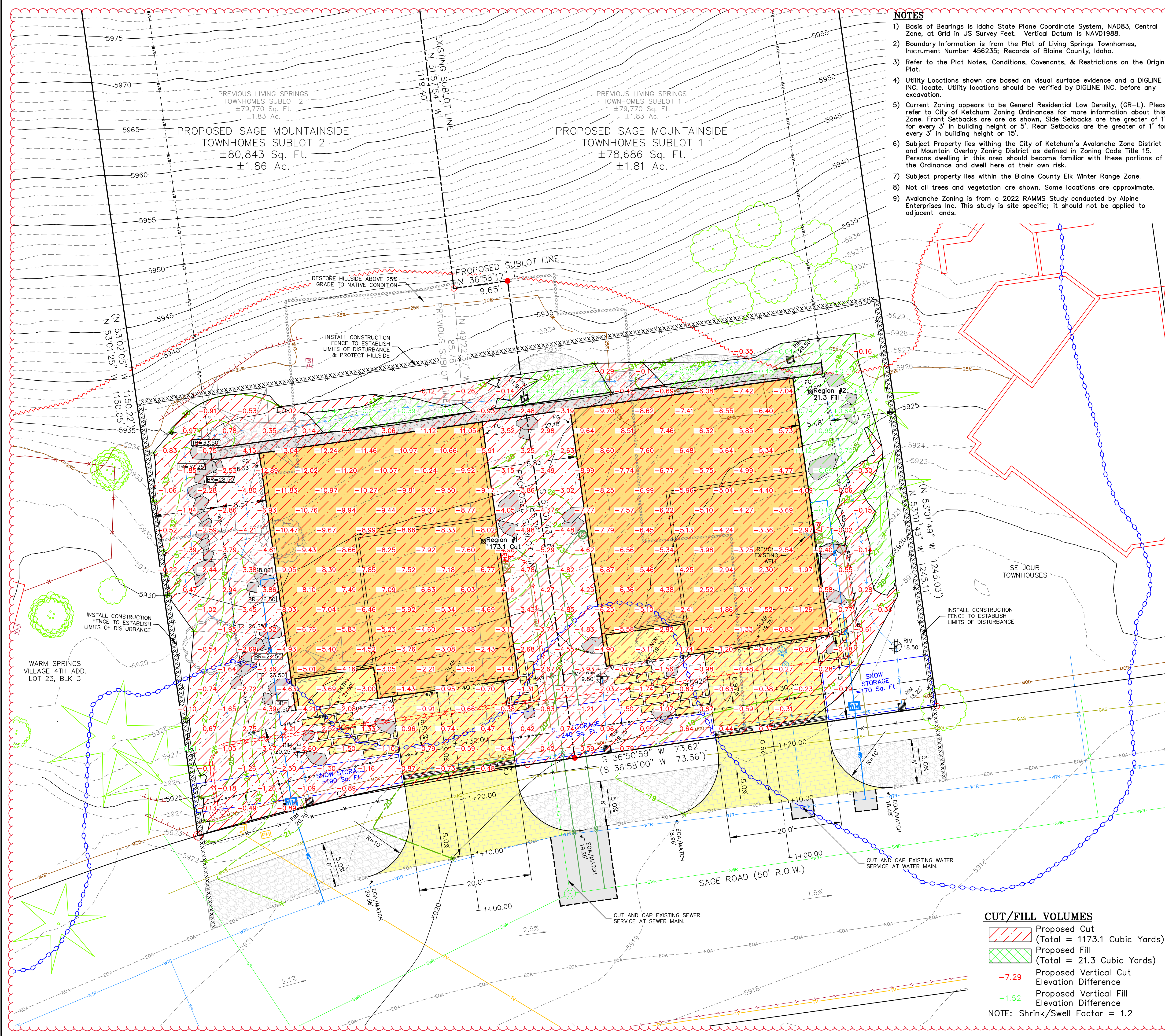
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 email: balmitt@alpineenterprisesinc.com



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C3.0



- NOTES**
- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Vertical Datum is NAVD1988.
  - 2) Boundary Information is from the Plat of Living Springs Townhomes, Instrument Number 456235; Records of Blaine County, Idaho.
  - 3) Refer to the Plat Notes, Conditions, Covenants, & Restrictions on the Original Plat.
  - 4) Utility Locations shown are based on visual surface evidence and a DIGLINE INC. locate. Utility locations should be verified by DIGLINE INC. before any excavation.
  - 5) Current Zoning appears to be General Residential Low Density, (GR-L). Please refer to City of Ketchum Zoning Ordinances for more information about this Zone. Front Setbacks are as shown, Side Setbacks are the greater of 1' for every 3' in building height or 5'. Rear Setbacks are the greater of 1' for every 3' in building height or 15'.
  - 6) Subject Property lies within the City of Ketchum's Avalanche Zone District and Mountain Overlay Zoning District as defined in Zoning Code Title 15. Persons dwelling in this area should become familiar with these portions of the Ordinance and dwell here at their own risk.
  - 7) Subject property lies within the Blaine County Elk Winter Range Zone.
  - 8) Not all trees and vegetation are shown. Some locations are approximate.
  - 9) Avalanche Zoning is from a 2022 RAMMS Study conducted by Alpine Enterprises Inc. This study is site specific; it should not be applied to adjacent lands.

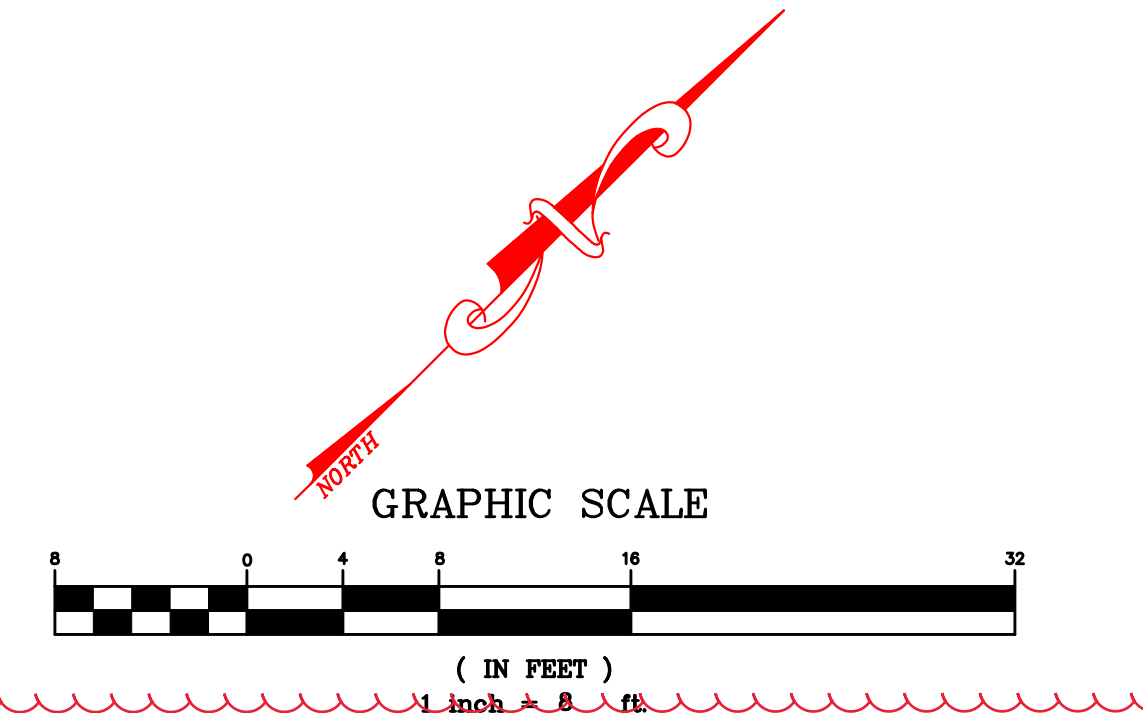
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  - Existing Conifer Tree (To Be Removed)
  - Existing Deciduous Tree (To Be Removed)
  - Existing Road Grade
  - Proposed Grade
  - Proposed Structure
  - Proposed Concrete Avalanche Protection Wall
  - Proposed Deck Line (See Arch. Plan)
  - Proposed Paver Driveway (C3.0, Detail 8)
  - Proposed Asphalt Patch & Saw-Cut Line (C2.0, Detail 3)
  - Proposed Stone Entry
  - Proposed Boulders (C3.0, Detail 10)
  - Proposed Gravel (C3.0, Detail 7)
  - Proposed Snow Storage
  - Proposed Landscape Dry Well (C3.0, Detail 8)
  - Proposed Heated Landscape Catch Basin Connected to Building Drainage
  - Proposed 6" Driveway Trench Drain
  - Garage Slab Elevation
  - Finish Grade
  - ENTRY Stone Entry Elevation
  - RIM Dry Well/Catch Basin Rim Elevation
  - TR Top of Retaining Elevation
  - BR Bottom of Retaining Elevation

**CUT/FILL VOLUMES**

- Proposed Cut (Total = 1173.1 Cubic Yards)
- Proposed Fill (Total = 21.3 Cubic Yards)
- 7.29 Proposed Vertical Cut Elevation Difference
- +1.52 Proposed Vertical Fill Elevation Difference

NOTE: Shrink/Swell Factor = 1.2

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	404.52'	6.62'	6.62'	S 38°13'34" W
(C1)	(404.52')	(6.63')	(6.63')	(S 36°29'50" W)
C2	404.52'	53.42'	53.38'	N 32°10'00" E
(C2)	(404.52')	(53.37')	(53.33')	(N 32°14'53" E)



PROJECT PATH AND PRINT DATE: U:\LD\3\214\_122B3\5\VA\CS\_214\_SageMountainsideTHMS\_CivilROW2022.dwg 3/2/2023 4:02:29 PM WST

**Alpine Enterprises Inc.**  
 Surveying, Mapping, Civil Engineering,  
 and Natural Hazards Consulting  
 660 Bell Dr., Unit 1, 83340 USA  
 (208) 722-1988  
 email: alpine@alpineenterprisesinc.com

**PROFESSIONAL ENGINEER**  
 12875 ARK  
 02MAR23  
 STATE OF IDAHO  
 ALEX WELT

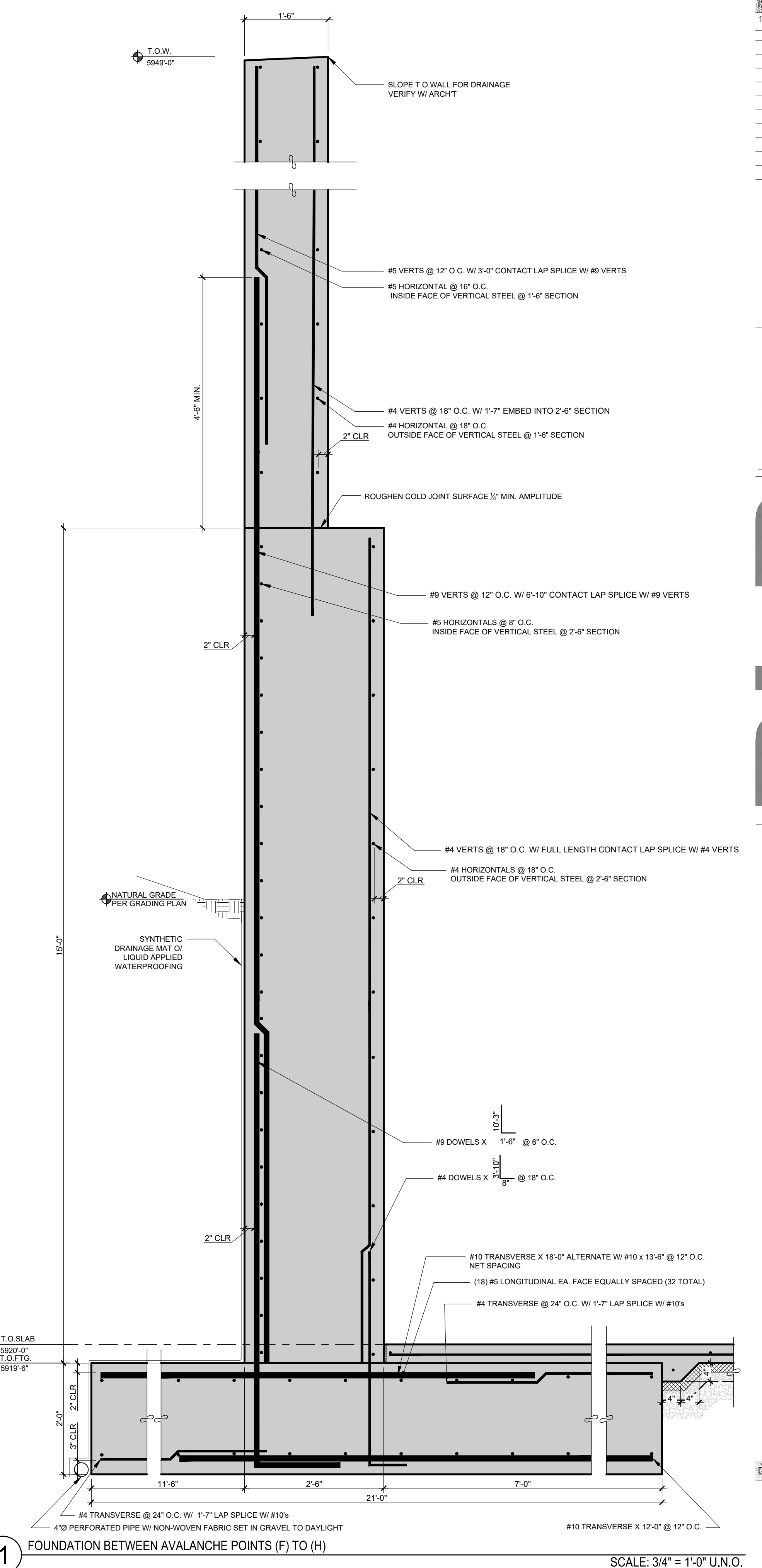
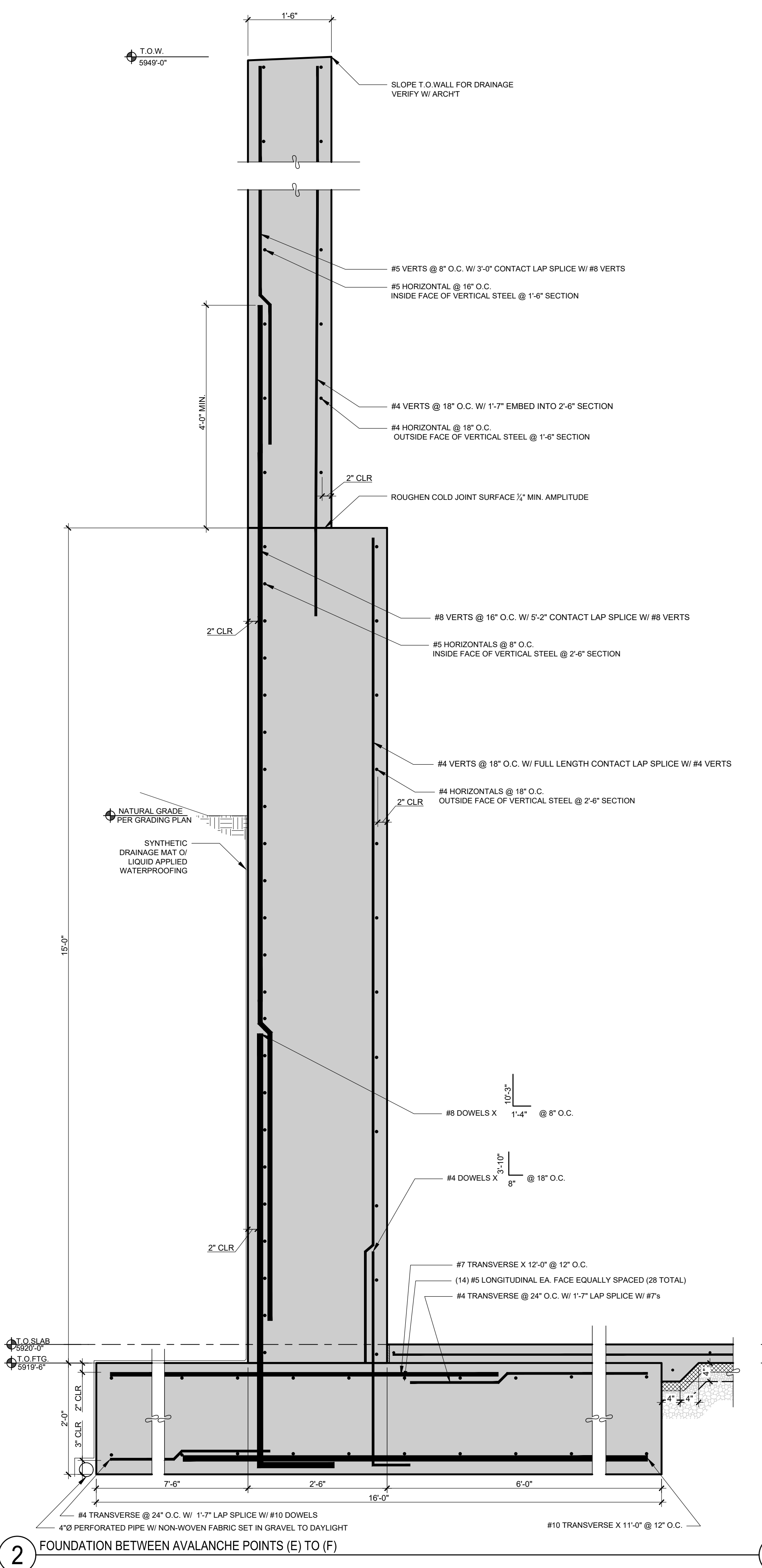
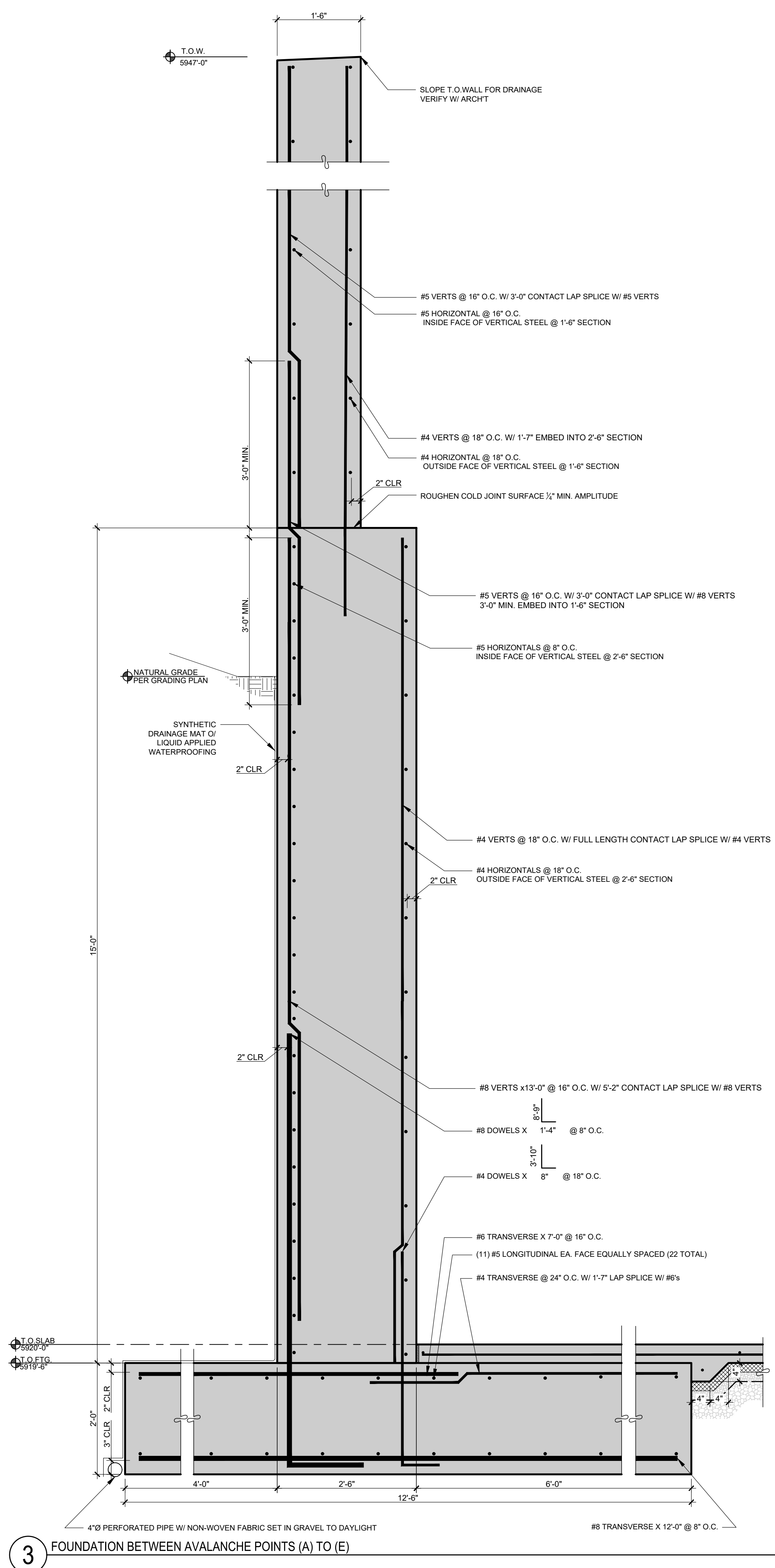
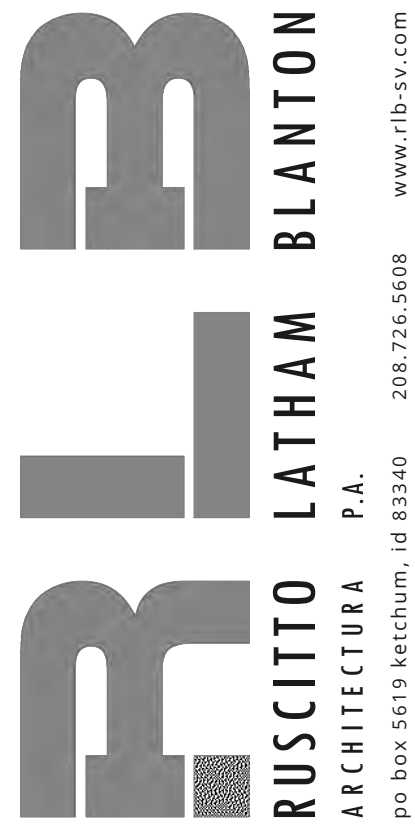
REVISIONS	NO	DATE	BY
PRELIMINARY ONLY: NOT FOR CONSTRUCTION			
DESIGN REVIEW SUBMITTAL	1	08DEC22	AHN
REVISED	2	02MAR23	AHN

A SITE GRADING, R.O.W. ENCROACHMENT, & UTILITY PLAN SHOWING  
**SAGE MOUNTAINSIDE TOWNHOMES**  
 WITHIN S11 & S14, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR SAGE MOUNTAINSIDE LLC.

**C4.0**

OWNERSHIP OF DOCUMENTS: This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of RUSCITTO LATHAM BLANTON ARCHITECTURE P.A., and is not to be used in whole or in part, for any other project without written authorization of RUSCITTO LATHAM BLANTON ARCHITECTURE P.A.

ISSUED	DESCRIPTION
11.15.2022	AVALANCHE WALL BUILDING PERMIT



SAGE MOUNTAINSIDE TOWNHOMES  
402 SAGE ROAD | KETCHUM, IDAHO

COPYRIGHT © 2021  
DRAWING

AVALANCHE WALL DETAILS

DWG. #

C(A) - 1









## PLANT LEGEND

symbol	quan	description	planted size
	4	<b>Evergreen Trees</b> Douglas Fir - <i>Pseudotsuga menziesii</i> var. <i>glauca</i> Bristlecone Pine - <i>Pinus aristata</i>	10'
	7	<b>Small Evergreen Trees/Shrubs</b> Rocky Mountain Juniper - <i>Juniperus scopulorum</i> Tannenbaum Pine - <i>Pinus Mugo</i> 'Tannenbaum'	B&B
	2	<b>Small Tree</b> Russian Hawthorn - <i>Crataegus ambigua</i>	2" Cal.
	38	<b>Shrub Massing</b> PekingCotoneaster - <i>Cotoneaster ligidus</i> Diablo Ninebark - <i>Physocarpus opulifolius</i> 'Diablo' Miss Kim Lilac - <i>Syringa patula</i> 'Miss Kim' Snowmound Spirea - <i>Spiraea x nipponica</i> 'Snowmound' Tor Birchleaf Spirea - <i>Spiraea betulifolia</i> 'Tor' Common Snowberry - <i>Symphoricarpos albus</i>	5 Gal.
	50	<b>Ornamental Grasses &amp; Perennials</b> Reed Grass - <i>Calamagrostis</i> x s. 'Karl Foerster' Flame Grass - <i>Miscanthus sinensis</i> Blue Oat Grass - <i>Helictotrichon sempervirens</i> Black Eye Susan - <i>Rudbeckia hirta</i> Lavender - <i>Lavandula</i> Salvia - <i>Salvia divinorum</i>	1 Gal.
	7	<b>Vines With Steel Trellis</b> Climatis & Honeysuckle	1 Gal.
	850 sq ft	<b>Maintained Grass</b> Scottish Links Fine Fescue Blend (Fine Fescue, Hard Fescue, Idaho Fescue) Provided By: Magic Valley Turf Grass	Sod
	2,300 sq ft	<b>Low Maintenance Grasses</b> Scottish Links Fescue Blend (Hard Fescue & Idaho Fescue) Provided By: Webb Landscape	Hydroseed

## LEGEND

- Property Line**  
(Per Survey)
- Existing Contour**  
(Per Survey)
- Proposed 1' Contour**  
(See Civil Plan)
- Proposed Catch Basin**  
(See Civil Plan)
- Proposed Boulders**
- Gravel**
- Paver Driveway**
- Stone Entry**
- Existing Evergreen Tree**  
(To Remain)
- Existing Deciduous Tree**  
(To Remain)

## LANDSCAPE NOTES

- All disturbed areas shall be revegetated and irrigated with an automatic underground irrigation system.
- Planting beds shall have 3" cover of decorative rock.

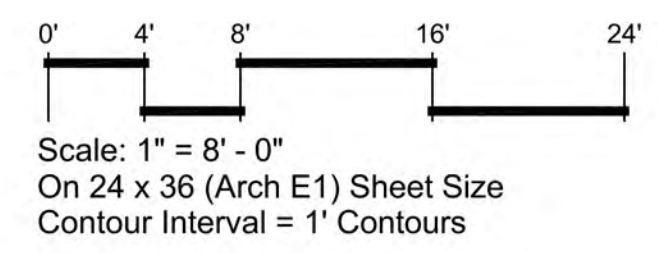
## IRRIGATION NOTES

- Irrigation system shall be an automatically controlled underground system with low water use heads, a smart controller, and rain/freeze sensor for a water wise system.
- Rotors to be used in grass & lawn areas and drip irrigation shall be installed adjacent to buildings in planting beds and around tree plantings in natural areas.
- Irrigation systems shall not be placed against pavement, or placed such that they spray water onto the pavement.
- No irrigation heads to be installed in Right of Way.

NOTE: No Lighting Is Proposed



**STEEL TRELLIS EXAMPLE**



The designs and concepts shown are the sole property of NS Consulting. The drawings may not be used except with the expressed written consent of NS Consulting, PLLC.

PROJECT  
**SAGE MOUNTAINSIDE TOWNHOMES**  
Ketchum, Idaho

DOCUMENT DATE  
November 30, 2022

DRAWN BY  
Nathan Schutte

REVISION  
No. Date Remark  
03/07/23 Revision

PERMIT  
SUBMITTAL

LANDSCAPE  
PLAN

Attachment C:  
Application Materials: Townhouse  
Preliminary Plat Application &  
Supplemental Materials



**City of Ketchum  
Planning & Building**

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

**Subdivision Application**

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave. N., Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: <u>SAGE MOUNTAINSIDE TOWNHOMES</u>			
Owner of Record: <u>SAGE MOUNTAINSIDE LLC.</u>			
Address of Owner: <u>PO Box 3250, KETCHUM, ID 83340</u>			
Representative of Owner: <u>BRUCE SMITH, PLS, ALPINE ENTERPRISES INC.</u>			
Legal Description: <u>LIVING SPRINGS TOWNHOMES, SUBLOTS 1 + 2</u>			
Street Address: <u>402 SAGE ROAD, UNITS A + B</u>			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: <u>2 TOWNHOUSE SUBLOTS</u>			
Total Land Area: <u>159,540 SQ. FT., 3.66 AC., CURRENTLY 2 TOWNHOUSE SUBLOTS OF 79,770 SQ. FT., 1.83 AC. EACH</u>			
Current Zoning District: <u>GENERAL RESIDENTIAL LOW DENSITY (GR-L)</u>			
Proposed Zoning District: <u>GENERAL RESIDENTIAL LOW DENSITY (GR-L)</u>			
Overlay District: <u>MOD, AVALANCHE, ELK WINTER RANGE</u>			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet: <u>NONE</u>			
Easements to be dedicated on the final plat: <u>MUTUAL RECIPROCAL UTILITY EASEMENTS ON SUBLOTS 1 AND 2 FOR USE, MAINTENANCE, AND REPAIR.</u>			
Briefly describe the improvements to be installed prior to final plat approval: <u>CONSTRUCT 2 TOWNHOUSE BUILDINGS, AVALANCHE PROTECTION WALL, INFRASTRUCTURE, AND LANDSCAPING.</u>			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format.			

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

BRUCE SMITH, PLS ALPINE ENTERPRISES INC. 01/02/22  
 Applicant Signature Date  
 REPRESENTATIVE



October 29, 2021  
Order No.: 790323

RE: 402 Sage Road, Unit A & B, Ketchum, ID 83340

Dear Valued Customer,

Thank you for giving Pioneer Title Company the opportunity to serve you. We appreciate your business and will strive to merit the confidence you have shown in us. Please find attached your title commitment. In it, you'll find your preliminary title report with supporting documentation related to the property at 402 Sage Road, Unit A & B.

Should you have any questions regarding the documents contained herein including concerns related to exceptions, legal descriptions, or vesting, please contact any one of your Pioneer Title Company team members:

Escrow Officer

Paige McAllister

Ph: (208) 726-6954

Email: [pmcallister@pioneertitleco.com](mailto:pmcallister@pioneertitleco.com)

Title Officer

Jeannie Dibble

Ph: (208) 726-6954

Email: [jdibble@pioneertitleco.com](mailto:jdibble@pioneertitleco.com)

Best Regards,  
Your Pioneer Title Co. Team



File No. 790323

*Please review the following questions and contact your Escrow Officer or Title Officer if the answer to any is “Yes.”*

- Are any principals using a Power of Attorney?
- Are any of the parties in title incapacitated or deceased?
- Has a change in marital status occurred for any of the principals?
- Is the property now vested, or will the property be transferred, to a new trust, partnership, or corporation?
- Has any construction or remodeling been done to the property in the last 90 days?

Escrow Officer

Title Officer

Paige McAllister

Jeannie Dibble

Ph: (208) 726-6954

Ph: (208) 726-6954

Email: pmcallister@pioneertitleco.com

Email: jdibble@pioneertitleco.com

Property Address: 402 Sage Road, Unit A & B, Ketchum, ID 83340

Buyer/Borrower: SK Casablanca LLC

Seller: Mary C. Handelsman



# ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

## NOTICE

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

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

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

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### Issued By:

Pioneer Title Company of Blaine County  
491 N. Main Street, Suite 102  
Ketchum, ID 83340

*Authorized Agent for Old Republic National  
Title Insurance Company*

Authorized Signatory

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

*A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111*

By  *President*

Attest  *Secretary*

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (a) "Title": The estate or interest described in Schedule A.

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

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

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

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

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

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

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

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

## 8. PRO-FORMA POLICY

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

## 9. ARBITRATION

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



Title Insurance Commitment  
First Report

Policy Issuing Agent For:  
Old Republic National Title Insurance Company  
Issuing Agent: Pioneer Title Company of Blaine County  
Issuing Office: 491 N. Main Street, Suite 102

File No.: 790323  
Reference No.:

Schedule A

1. Commitment Date: October 28, 2021 7:30AM

2. Policy or Policies to be issued:

(a) 2006 ALTA Owner's Policy - Standard	\$1,753,270.00	\$4,558.00
Proposed Insured: SK Casablanca LLC		
Endorsements:		\$0.00

Inspection Fee: N/A

(b) 2006 ALTA Lender's Policy -

Proposed Insured: \$0.00

Endorsements: \$0.00

Inspection Fee: N/A

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

4. Title to the estate or interest in the land is at the Effective Date vested in:  
The heirs or devisees of Mary C. Handelsman, also shown of record as Mary Crutchfield Handelsman, deceased, their interest being subject to the administration of the estate of said Decedent in Blaine County, Probate Case No. CV07-21-00532, wherein Thomas Grebinski is appointed Personal Representative of said estate.

5. The land referred to in this Commitment is described as follows:  
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

*Old Republic National Title Insurance Company*

Authorized Signatory

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## **Schedule B-I**

### ALTA COMMITMENT

#### **Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. We require a copy of the Certificate of Organization, Operating Agreement and Resolutions, and any amendments showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or encumbrance on behalf of SK Casablanca LLC.
6. This Company will require the enclosed Seller or Borrower Affidavit (regarding State Liens and Indigent Care Services) be signed and returned in order to issue the policy herein.

## Schedule B-II

### ALTA COMMITMENT

#### Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

#### General Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

(General Exceptions 1 through 7 will not appear as printed Exceptions on Extended Coverage Policies or the ALTA Homeowners Policy)

#### Special Exceptions:

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8. NOTE: General taxes for the year 2020, which were liens, are paid.

Parcel No.: RPK0348000010

Amount: \$2,673.18

Affects: Sublot 1

NOTE: General taxes for the year 2020, which were liens, are paid.

Parcel No.: RPK0348000020 Amount: \$3,367.86

Affects: Sublot 2

NOTE: The above taxes reflect a Home Owners Exemption. Any new buyer must re-apply to the Blaine County Assessor's office for said exemption.

Affects: Sublot 1

NOTE: The above taxes DO NOT reflect a Home Owners Exemption. Any new buyer must apply to the Blaine County Assessor's office for said exemption.

Affects: Sublot 2

9. General taxes for the year 2021, which are liens and are not yet due and payable.

Parcel No.: RPK0348000010 and RPK0348000020

10. Reservations in United States Patent or State Deeds.

11. Water rights, claims or title to water, whether or not the matters are shown by the public records.

12. Sewer charges and special assessments, if any, for the City of Ketchum.

No search made.

13. Covenants, conditions, restrictions and easements as set forth on the plat.

Name of Plat: Warm Springs Village Subdivision Fourth Addition

Instrument No.: [115701](#)

Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

14. Reservations contained in an instrument

Document: Warranty Deed

Executed by: Mark B. Lloyd and Helen R. Lloyd, husband and wife

Recorded: March 11, 1966

Instrument No.: [124295](#)

15. Terms and conditions of the Affidavit as to Identification of Plats and Descriptions of Real Property, including but not limited to Ketchum Ordinance 302 regarding Avalanche Zones

Recorded: October 10, 1979

Instrument No.: [197578](#)

16. Covenants, Conditions, Restrictions, Reservations, and Easements

Dated: October 1, 2001

Executed by: Declaration, Reciprocal Easement and Party Wall Declaration

Recorded: October 3, 2001

Instrument No.: [456234](#)

Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

17. Covenants, conditions, restrictions and easements as set forth on the plat.

Name of Plat: LIVING SPRINGS TOWNHOMES

Instrument No.: [453235](#)

Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

18. A Deed of Trust with Adjustable Rate Rider to secure an indebtedness of \$665,000.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.

Dated: January 8, 2003

Grantor: Mary Crutchfield Handelsman, an unmarried woman

Trustee: Sun Valley Title Company, an Idaho Corporation

Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns

Lender: First Bank of Idaho, FSB

Recorded: January 15, 2003

Instrument No.: [476976](#)

MIN Number: 100174101000004048

Assignment of beneficial interest under said Deed of Trust by the following Instrument

To: 2010-2 SFR Venture, LLC, its successors and assigns

Recorded: August 8, 2011

Instrument No.: [589620](#)

Assignment of beneficial interest under said Deed of Trust by the following Instrument

To: Kirkland Financial LLC

Recorded: August 8, 2011

Instrument No.: [589621](#)

Assignment of beneficial interest under said Deed of Trust by the following Instrument

To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, its successors and assigns

Recorded: August 8, 2011

Instrument No.: [589622](#)

Assignment of beneficial interest under said Deed of Trust by the following Instrument

To: U.S. Bank Trust National Association, as Trustee for CVI LCF Mortgage Loan Trust I, its successors and assigns

Recorded: July 13, 2015

Instrument No.: [627942](#)

Affects: Sublot 1

19. A Deed of Trust with Adjustable Rate Rider, 1-4 Family Rider and Planned Unit Development Rider to secure an indebtedness of \$645,500.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.

Dated: June 20, 2005

Grantor: Mary C. Handelsman, a single woman and Vadim P. Kondratief, a single man

Trustee: First American Title

Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns

Lender: Express Capital Lending

Recorded: June 30, 2005

Instrument No.: [522378](#)

MIN Number: 100360426010395274

Affects: Sublot 2

20. Any lien for federal or state estate tax payable by reason of the death of Mary C. Handelsman, also shown of record as Mary Crutchfield Handelsman.

End of Exceptions

NOTE: As an accommodation and not part of this Commitment, no liability is assumed by noting the following conveyances describing all or part of the subject property, which have been recorded within the last months:

None

NOTE: The County Records and/or the City Engineer's Office show the address to be:

402 Sage Road, Unit A & B, Ketchum, ID 83340

NOTE: There is no notice of record and therefore no search has been made for any unpaid assessments, charges, or fees for sewer, water, garbage, irrigation, or other possible utility services.

NOTE: If the proposed insured under the Policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation.

NOTE: Pursuant to the State of Idaho insurance regulations, a cancellation fee may be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.



EXHIBIT A

Sublot 1 and Sublot 2 of LIVING SPRINGS TOWNHOMES, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 456235, records of Blaine County, Idaho.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*



## OLD REPUBLIC TITLE

<b>FACTS</b>	<b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b>
--------------	--

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

<b>Questions?</b>	Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a>
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

## Affiliates Who May be Delivering This Notice

<b>American First Title &amp; Trust Company</b>	<b>American Guaranty Title Insurance Company</b>	<b>Attorneys' Title Fund Services, LLC</b>	<b>Compass Abstract, Inc.</b>	<b>eRecording Partners Network, LLC</b>
<b>Genesis Abstract, LLC</b>	<b>Guardian Consumer Services, Inc.</b>	<b>iMarc, Inc.</b>	<b>Kansas City Management Group, LLC</b>	<b>L.T. Service Corp.</b>
<b>Lenders Inspection Company</b>	<b>Lex Terrae National Title Services, Inc.</b>	<b>Lex Terrae, Ltd.</b>	<b>Mississippi Valley Title Services Company</b>	<b>National Title Agent's Services Company</b>
<b>Old Republic Branch Information Services, Inc.</b>	<b>Old Republic Diversified Services, Inc.</b>	<b>Old Republic Escrow of Vancouver, Inc.</b>	<b>Old Republic Exchange Company</b>	<b>Old Republic National Ancillary Services, Inc.</b>
<b>Old Republic National Commercial Title Services, Inc.</b>	<b>Old Republic Title and Escrow of Hawaii, Ltd.</b>	<b>Old Republic National Title Insurance Company</b>	<b>Old Republic Title Company</b>	<b>Old Republic Title Companies, Inc.</b>
<b>Old Republic Title Company of Conroe</b>	<b>Old Republic Title Company of Indiana</b>	<b>Old Republic Title Company of Nevada</b>	<b>Old Republic Title Company of Oklahoma</b>	<b>Old Republic Title Company of Oregon</b>
<b>Old Republic Title Company of St. Louis</b>	<b>Old Republic Title Company of Tennessee</b>	<b>Old Republic Title Information Concepts</b>	<b>Old Republic Title Insurance Agency, Inc.</b>	<b>Old Republic Title, Ltd.</b>
<b>RamQuest Software, Inc.</b>	<b>Republic Abstract &amp; Settlement, LLC</b>	<b>Sentry Abstract Company</b>	<b>Surety Title Agency, Inc.</b>	<b>The Title Company of North Carolina</b>
<b>Trident Land Transfer Company, LLC</b>				



Parcel Number

**RPK0348000020**

Property Year

**2021**

Legal Description  
LIVING SPRINGS TOWNHOMES  
SUBLOT 2

Tax Code Area 003-002

Property Address

402 SAGE RD # B  
KETCHUM ID 83340

Parcel Status Active  
Property Type Real Property  
Sub Type

Owner/Contact Name Type Relationship Owner% HOE  
HANDELSMAN MARY C OWNER SOLE OWNR 100.00%

Mailing Address  
PO BOX 2596  
KETCHUM ID 83340

Land Group LIVING SPRINGS (TOWNHOUSES)  
Township Range Section  
4N 17E 14  
Location Code EERS  
Parcel Type  
Zoning

Associated Parcels  
None

Building Permits  
None

Reappraisal Year 2018  
Inspection Date 07/11/2017  
Appraiser Initials TLR

Parcel Exemption: None

CB: No NC: No

Tax Certification District Roll Type Units Amount

Instrument	Eff Date	Action	Source	Target	Comments
660501	05/31/2019	Ownership	2019		
602122	10/17/2012	Ownership	2012		

SCC	CHARACTERISTIC			ROLLS			ACRES	VALUATION SUMMARY			URBAN RENEWAL	
	Type	Suffix	Description	Assessed	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Value	Net Taxable Base	Net Taxable Incr
20	LAND			PRIMARY	NO	E	1.830	\$ 358,400	\$ 0	\$ 358,400	--	--
41	RES	1		PRIMARY	NO	E		\$ 401,223	\$ 0	\$ 401,223	--	--
<b>TOTALS:</b>							<b>1.830</b>	<b>\$ 759,623</b>	<b>\$ 0</b>	<b>\$ 759,623</b>	<b>--</b>	<b>--</b>

ROLL STATUS: E Equalized (Final)



**BLAINE COUNTY TREASURER**

**JOHN DAVID DAVIDSON**

219 1ST AVE SOUTH SUITE 102

HAILEY ID 83333

TELEPHONE: (208) 788-5530

**TAX HISTORY**

PARCEL NUMBER

**RPK0348000020**

LEGAL DESCRIPTION

LIVING SPRINGS TOWNHOMES

SUBLOT 2

PRIMARY PROPERTY ADDRESS

402 SAGE RD # B

KETCHUM ID 83340

HANDELSMAN MARY C

PO BOX 2596

KETCHUM ID 83340

<b>BALANCE DUE</b>	INTEREST DATE 10/29/2021
<b>Paid in Full</b>	BALANCE AS OF 10/29/2021 09:54AM
TOTAL	

Year	Roll	Half	Type	Tax	Certification	Late Charge	Fee	Interest*	TOTAL
2020	Primary	1st	Charge	\$ 1,683.93	\$ -	\$ -	\$ -	\$ -	\$ 1,683.93
			Payment	\$ -1,683.93	\$ -	\$ -	\$ -	\$ -	\$ -1,683.93
		2nd	Charge	\$ 1,683.93	\$ -	\$ -	\$ -	\$ -	\$ 1,683.93
			Payment	\$ -1,683.93	\$ -	\$ -	\$ -	\$ -	\$ -1,683.93
2019	Primary	Charge	\$ 3,716.38	\$ -	\$ -	\$ -	\$ -	\$ 3,716.38	
		Payment	\$ -3,716.38	\$ -	\$ -	\$ -	\$ -	\$ -3,716.38	
2018	Primary	Charge	\$ 3,880.90	\$ -	\$ -	\$ -	\$ -	\$ 3,880.90	
		Payment	\$ -3,880.90	\$ -	\$ -	\$ -	\$ -	\$ -3,880.90	
2017	Primary	Charge	\$ 3,803.32	\$ -	\$ -	\$ -	\$ -	\$ 3,803.32	
		Payment	\$ -3,803.32	\$ -	\$ -	\$ -	\$ -	\$ -3,803.32	
2016	Primary	Charge	\$ 3,830.32	\$ -	\$ -	\$ -	\$ -	\$ 3,830.32	
		Payment	\$ -3,830.32	\$ -	\$ -	\$ -	\$ -	\$ -3,830.32	
2015	Primary	Charge	\$ 3,674.12	\$ -	\$ -	\$ -	\$ -	\$ 3,674.12	
		Payment	\$ -3,674.12	\$ -	\$ -	\$ -	\$ -	\$ -3,674.12	
2014	Primary	Charge	\$ 3,904.30	\$ -	\$ -	\$ -	\$ -	\$ 3,904.30	
		Payment	\$ -3,904.30	\$ -	\$ -	\$ -	\$ -	\$ -3,904.30	
2013	Primary	Charge	\$ 3,724.10	\$ -	\$ -	\$ -	\$ -	\$ 3,724.10	
		Payment	\$ -3,724.10	\$ -	\$ -	\$ -	\$ -	\$ -3,724.10	
2012	Primary	Charge	\$ 3,261.18	\$ -	\$ -	\$ -	\$ -	\$ 3,261.18	
		Payment	\$ -3,261.18	\$ -	\$ -	\$ -	\$ -	\$ -3,261.18	
2011	Primary	Charge	\$ 3,335.08	\$ -	\$ -	\$ -	\$ -	\$ 3,335.08	
		Payment	\$ -3,335.08	\$ -	\$ -	\$ -	\$ -	\$ -3,335.08	
2010	Primary	Charge	\$ 3,149.78	\$ -	\$ -	\$ -	\$ -	\$ 3,149.78	
		Payment	\$ -3,149.78	\$ -	\$ -	\$ -	\$ -	\$ -3,149.78	
2009	Primary	Charge	\$ 3,093.30	\$ -	\$ -	\$ -	\$ -	\$ 3,093.30	
		Payment	\$ -3,093.30	\$ -	\$ -	\$ -	\$ -	\$ -3,093.30	
2008	Primary	Charge	\$ 3,074.94	\$ -	\$ -	\$ -	\$ -	\$ 3,074.94	
		Payment	\$ -3,074.94	\$ -	\$ -	\$ -	\$ -	\$ -3,074.94	
2007	Primary	Charge	\$ 3,481.32	\$ -	\$ -	\$ -	\$ -	\$ 3,481.32	
		Payment	\$ -3,481.32	\$ -	\$ -	\$ -	\$ -	\$ -3,481.32	
2006	Primary	Charge	\$ 3,344.90	\$ -	\$ -	\$ -	\$ -	\$ 3,344.90	
		Payment	\$ -3,344.90	\$ -	\$ -	\$ -	\$ -	\$ -3,344.90	
2005	Primary	Charge	\$ 3,280.04	\$ -	\$ 32.80	\$ -	\$ 45.65	\$ 3,358.49	
		Payment	\$ -3,280.04	\$ -	\$ -32.80	\$ -	\$ -45.65	\$ -3,358.49	

Year	Roll	Half	Type	Tax	Certification	Late Charge	Fee	Interest*	TOTAL
2004	Primary		Charge	\$ 3,524.76	\$ -	\$ -	\$ -	\$ -	\$ 3,524.76
			Payment	\$ -3,524.76	\$ -	\$ -	\$ -	\$ -	\$ -3,524.76
2003	Primary		Charge	\$ 3,886.26	\$ -	\$ 38.86	\$ -	\$ 197.44	\$ 4,122.56
			Payment	\$ -3,886.26	\$ -	\$ -38.86	\$ -	\$ -197.44	\$ -4,122.56
2002	Primary		Charge	\$ 3,219.12	\$ -	\$ -	\$ -	\$ -	\$ 3,219.12
			Adjustment	\$ -622.90	\$ -	\$ -	\$ -	\$ -	\$ -622.90
			Payment	\$ -2,596.22	\$ -	\$ -	\$ -	\$ -	\$ -2,596.22

**BLAINE COUNTY TREASURER****JOHN DAVID DAVIDSON**

219 1ST AVE SOUTH SUITE 102

HAILEY ID 83333

TELEPHONE: (208) 788-5530

**TAX MASTER INQUIRY**

PARCEL NUMBER

**RPK0348000020**

TAX CODE AREA

003-002

LEGAL DESCRIPTION

LIVING SPRINGS TOWNHOMES

SUBLOT 2

PRIMARY PROPERTY ADDRESS

402 SAGE RD # B

KETCHUM ID 83340

HANDELSMAN MARY C

PO BOX 2596

KETCHUM ID 83340

<b>BALANCE DUE</b>	INTEREST DATE 10/29/2021
<b>Paid in Full</b>	BALANCE AS OF 10/29/2021 9:54 am
TOTAL	

Tax Year Assessment Roll

Bill Number: 334472

2020	PRIMARY	FIRST HALF	SECOND HALF	FULL YEAR		
<b>TAX / CERTIFICATION</b>						
Charges	\$	1,683.93	\$	1,683.93	\$	3,367.86
Adjustments	\$	0	\$	0	\$	0
Payments	\$	-1,683.93	\$	-1,683.93	\$	-3,367.86
<b>LATE CHARGE</b>						
Charges/Adjustments	\$	0	\$	0	\$	0
Payments	\$	0	\$	0	\$	0
<b>FEES</b>						
Charges/Adjustments	\$	0	\$	0	\$	0
Payments	\$	0	\$	0	\$	0
<b>INTEREST</b>						
Charges/Adjustments	\$	0	\$	0	\$	0
Payments	\$	0	\$	0	\$	0
<b>AMOUNT DUE</b>	<b>\$</b>	<b>0</b>	<b>\$</b>	<b>0</b>	<b>\$</b>	<b>0</b>

VALUATION	
TAXABLE VALUE:	\$ 576,207

CHARGES		
Tax Code Area:	003-002	Levy: 0.005844856
Tax Charge:	\$	3,367.86
Certifications:	\$	0
<b>TOTAL CHARGES:</b>	<b>\$</b>	<b>3,367.86</b>





Parcel Number

**RPK0348000010**

Property Year

**2021**

Legal Description  
LIVING SPRINGS TOWNHOMES  
SUBLOT 1

Tax Code Area 003-002

Property Address  
402 SAGE RD # A  
KETCHUM ID 83340

Parcel Status Active  
Property Type Real Property  
Sub Type

Owner/Contact Name Type Relationship Owner% HOE  
HANDELSMAN MARY C OWNER SOLE OWNR 100.00% Y

Mailing Address  
PO BOX 2596  
KETCHUM ID 83340

Land Group LIVING SPRINGS (TOWNHOUSES)  
Township Range Section  
4N 17E 14  
Location Code EERS  
Parcel Type  
Zoning

Associated Parcels  
None

Building Permits  
None

Reappraisal Year 2018  
Inspection Date 07/11/2017  
Appraiser Initials TLR

Parcel Exemption: None

CB: No NC: No

Tax Certification District Roll Type Units Amount

Instrument	Eff Date	Action	Source	Target	Comments
660500	05/31/2019	Ownership		2019	
594060	01/24/2012	Ownership		2012	

SCC	CHARACTERISTIC			ROLLS			ACRES	VALUATION SUMMARY			URBAN RENEWAL	
	Type	Suffix	Description	Assessed	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Value	Net Taxable Base	Net Taxable Incr
20	LAND			PRIMARY	NO	E	1.830	\$ 358,400	\$ 0	\$ 358,400	--	--
41	RES	1		PRIMARY	NO	E		\$ 366,501	\$ -125,000 HO	\$ 241,501	--	--
<b>TOTALS:</b>							<b>1.830</b>	<b>\$ 724,901</b>	<b>\$ -125,000 HO</b>	<b>\$ 599,901</b>	<b>--</b>	<b>--</b>

ROLL STATUS: E Equalized (Final)

Homeowner's Exemption



**BLAINE COUNTY TREASURER**

**JOHN DAVID DAVIDSON**

219 1ST AVE SOUTH SUITE 102

HAILEY ID 83333

TELEPHONE: (208) 788-5530

**TAX HISTORY**

PARCEL NUMBER

**RPK0348000010**

LEGAL DESCRIPTION

LIVING SPRINGS TOWNHOMES

SUBLOT 1

PRIMARY PROPERTY ADDRESS

402 SAGE RD # A

KETCHUM ID 83340

HANDELSMAN MARY C

PO BOX 2596

KETCHUM ID 83340

<b>BALANCE DUE</b>	INTEREST DATE 10/29/2021
<b>Paid in Full</b>	BALANCE AS OF 10/29/2021 09:52AM
TOTAL	

Year	Roll	Half	Type	Tax	Certification	Late Charge	Fee	Interest*	TOTAL
2020	Primary	1st	Charge	\$ 1,336.59	\$ -	\$ -	\$ -	\$ -	\$ 1,336.59
			Payment	\$ -1,336.59	\$ -	\$ -	\$ -	\$ -	\$ -1,336.59
		2nd	Charge	\$ 1,336.59	\$ -	\$ -	\$ -	\$ -	\$ 1,336.59
			Payment	\$ -1,336.59	\$ -	\$ -	\$ -	\$ -	\$ -1,336.59
2019	Primary	Charge	\$ 2,949.84	\$ -	\$ -	\$ -	\$ -	\$ 2,949.84	
		Payment	\$ -2,949.84	\$ -	\$ -	\$ -	\$ -	\$ -2,949.84	
2018	Primary	Charge	\$ 3,080.44	\$ -	\$ 30.80	\$ -	\$ 4.13	\$ 3,115.37	
		Payment	\$ -3,080.44	\$ -	\$ -30.80	\$ -	\$ -4.13	\$ -3,115.37	
2017	Primary	Charge	\$ 2,969.54	\$ -	\$ -	\$ -	\$ -	\$ 2,969.54	
		Payment	\$ -2,969.54	\$ -	\$ -	\$ -	\$ -	\$ -2,969.54	
2016	Primary	Charge	\$ 3,027.48	\$ -	\$ -	\$ -	\$ -	\$ 3,027.48	
		Payment	\$ -3,027.48	\$ -	\$ -	\$ -	\$ -	\$ -3,027.48	
2015	Primary	Charge	\$ 2,900.26	\$ -	\$ 29.00	\$ -	\$ 83.64	\$ 3,012.90	
		Payment	\$ -2,900.26	\$ -	\$ -29.00	\$ -	\$ -83.64	\$ -3,012.90	
2014	Primary	Charge	\$ 3,125.14	\$ -	\$ -	\$ -	\$ -	\$ 3,125.14	
		Payment	\$ -3,125.14	\$ -	\$ -	\$ -	\$ -	\$ -3,125.14	
2013	Primary	Charge	\$ 2,940.90	\$ -	\$ -	\$ -	\$ -	\$ 2,940.90	
		Payment	\$ -2,940.90	\$ -	\$ -	\$ -	\$ -	\$ -2,940.90	
2012	Primary	Charge	\$ 3,023.44	\$ -	\$ 30.23	\$ -	\$ 86.68	\$ 3,140.35	
		Payment	\$ -3,023.44	\$ -	\$ -30.23	\$ -	\$ -86.68	\$ -3,140.35	
2011	Primary	Charge	\$ 3,120.08	\$ -	\$ -	\$ -	\$ -	\$ 3,120.08	
		Payment	\$ -3,120.08	\$ -	\$ -	\$ -	\$ -	\$ -3,120.08	
2010	Primary	Charge	\$ 2,955.74	\$ -	\$ -	\$ -	\$ -	\$ 2,955.74	
		Payment	\$ -2,955.74	\$ -	\$ -	\$ -	\$ -	\$ -2,955.74	
2009	Primary	Charge	\$ 2,923.38	\$ -	\$ -	\$ -	\$ -	\$ 2,923.38	
		Payment	\$ -2,923.38	\$ -	\$ -	\$ -	\$ -	\$ -2,923.38	
2008	Primary	Charge	\$ 2,920.00	\$ -	\$ -	\$ -	\$ -	\$ 2,920.00	
		Payment	\$ -2,920.00	\$ -	\$ -	\$ -	\$ -	\$ -2,920.00	
2007	Primary	Charge	\$ 2,911.84	\$ -	\$ -	\$ -	\$ -	\$ 2,911.84	
		Payment	\$ -2,911.84	\$ -	\$ -	\$ -	\$ -	\$ -2,911.84	
2006	Primary	Charge	\$ 3,193.50	\$ -	\$ -	\$ -	\$ -	\$ 3,193.50	
		Payment	\$ -3,193.50	\$ -	\$ -	\$ -	\$ -	\$ -3,193.50	
2005	Primary	Charge	\$ 3,077.12	\$ -	\$ -	\$ -	\$ -	\$ 3,077.12	
		Payment	\$ -3,077.12	\$ -	\$ -	\$ -	\$ -	\$ -3,077.12	

Year	Roll	Half	Type	Tax	Certification	Late Charge	Fee	Interest*	TOTAL
2004	Primary		Charge	\$ 3,306.68	\$ -	\$ -	\$ -	\$ -	\$ 3,306.68
			Payment	\$ -3,306.68	\$ -	\$ -	\$ -	\$ -	\$ -3,306.68
2003	Primary		Charge	\$ 3,643.86	\$ -	\$ 36.44	\$ -	\$ 185.12	\$ 3,865.42
			Payment	\$ -3,643.86	\$ -	\$ -36.44	\$ -	\$ -185.12	\$ -3,865.42
2002	Primary		Charge	\$ 3,291.82	\$ -	\$ -	\$ -	\$ -	\$ 3,291.82
			Adjustment	\$ -622.90	\$ -	\$ -	\$ -	\$ -	\$ -622.90
			Payment	\$ -2,668.92	\$ -	\$ -	\$ -	\$ -	\$ -2,668.92

**BLAINE COUNTY TREASURER****JOHN DAVID DAVIDSON**

219 1ST AVE SOUTH SUITE 102

HAILEY ID 83333

TELEPHONE: (208) 788-5530

**TAX MASTER INQUIRY****PARCEL NUMBER****RPK0348000010****TAX CODE AREA**

003-002

**LEGAL DESCRIPTION**

LIVING SPRINGS TOWNHOMES

SUBLOT 1

**PRIMARY PROPERTY ADDRESS**

402 SAGE RD # A

KETCHUM ID 83340

HANDELSMAN MARY C

PO BOX 2596

KETCHUM ID 83340

<b>BALANCE DUE</b>	INTEREST DATE 10/29/2021
<b>Paid in Full</b>	BALANCE AS OF 10/29/2021 9:52 am
TOTAL	

Tax Year Assessment Roll

Bill Number: 334471

2020	PRIMARY	FIRST HALF	SECOND HALF	FULL YEAR		
<b>TAX / CERTIFICATION</b>						
Charges	\$	1,336.59	\$	1,336.59	\$	2,673.18
Adjustments	\$	0	\$	0	\$	0
Payments	\$	-1,336.59	\$	-1,336.59	\$	-2,673.18
<b>LATE CHARGE</b>						
Charges/Adjustments	\$	0	\$	0	\$	0
Payments	\$	0	\$	0	\$	0
<b>FEEs</b>						
Charges/Adjustments	\$	0	\$	0	\$	0
Payments	\$	0	\$	0	\$	0
<b>INTEREST</b>						
Charges/Adjustments	\$	0	\$	0	\$	0
Payments	\$	0	\$	0	\$	0
<b>AMOUNT DUE</b>	<b>\$</b>	<b>0</b>	<b>\$</b>	<b>0</b>	<b>\$</b>	<b>0</b>

**VALUATION**

Assessed Value:	\$	557,358
Homeowner's Exemption:	\$	-100,000
<b>TAXABLE VALUE:</b>	<b>\$</b>	<b>457,358</b>

**CHARGES**

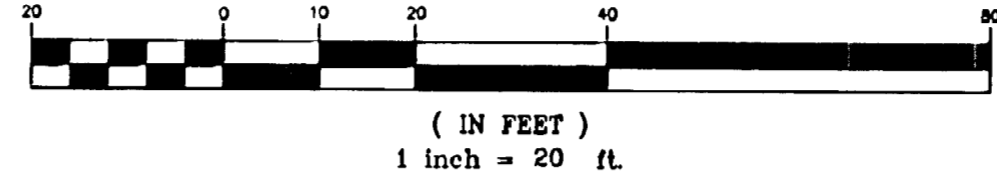
Tax Code Area:	003-002	Levy:	0.005844856
Tax Charge:	\$		2,673.18
Certifications:	\$		0
<b>TOTAL CHARGES:</b>	<b>\$</b>		<b>2,673.18</b>

LIVING SPRINGS TOWNHOMES #456235  
 S14 T4N R17E 1 OF 2  
 PLAN HOLD CORPORATION • IRVINE, CALIFORNIA  
 RECORDED BY NUMBER 07548  
 REC. DATE OF PRINT ON THIS LINK

DRAWING NUMBER  
 Instrument # 456235  
 BLAINE, IDAHO 2200 No. of Pages: 1  
 20th July 2001  
 Recorded for: SUN VALLEY TITLE  
 MARGARET BREMANN  
 Ex-Officio  
 RECORDED BY NUMBER 07548  
 REC. DATE OF PRINT ON THIS LINK

DRAWING NUMBER  
 CORPORATION • IRVINE, CALIFORNIA  
 RECORDED BY NUMBER 07548  
 REC. DATE OF PRINT ON THIS LINK

A PLAT SHOWING  
**LIVING SPRINGS TOWNHOMES**  
 WHEREIN LOT 22, BLOCK 3, WARM SPRINGS VILLAGE SUBDIVISION FOURTH ADDITION IS DIVIDED INTO 2 TOWNHOUSE SUBLOTS  
 LOCATED WITHIN A PORTION OF THE SW/4 AND GOVT. LOT 4, SECTION 14, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 SEPTEMBER 2001  
 GRAPHIC SCALE



**NOTES**

- 1). SUBJECT PROPERTY LIES WITHIN THE CITY OF KETCHUM'S AVALANCHE ZONE DISTRICT AND MOUNTAIN OVERLAY ZONING DISTRICT AS DEFINED IN ZONING CODE TITLE 15. PERSONS DWELLING IN THIS AREA SHOULD BECOME FAMILIAR WITH THESE PORTIONS OF THE ORDINANCE AND DWELL HERE AT THEIR OWN RISK.
- 2). TOWNHOUSE DECLARATION, RECIPROCAL EASEMENT AND PARTY WALL AGREEMENT FOR LIVING SPRINGS TOWNHOMES IS RECORDED IN BLAINE COUNTY AS INSTRUMENT NO. \_\_\_\_\_
- 3). THERE SHALL BE NO CONSTRUCTION OUTSIDE OF THE BUILDING ENVELOPE AS DELINEATED BY THE 25% SLOPE LINE AND ZONING SETBACKS.
- 4). BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(1992) AT GRID IN U.S. SURVEY FEET. COMBINED SCALE FACTOR IS 0.999681, GROUND DISTANCES WILL BE SLIGHTLY LONGER. CONVERGENCE ANGLE IS -0°15'50.213".

**LEGEND**

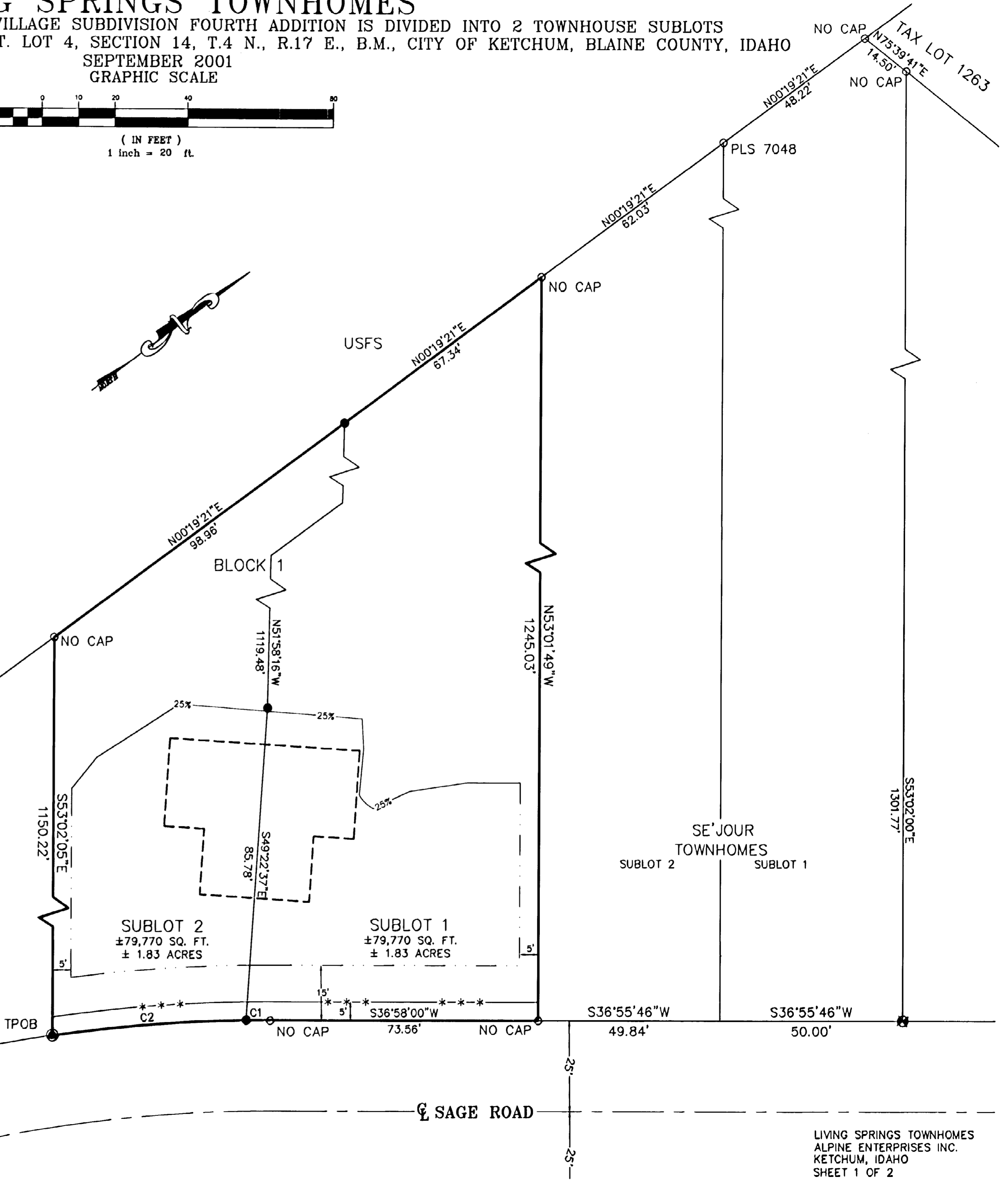
- = FOUND 1/2" REBAR - NO CAP
- ⊕ = FOUND BLM BRASS CAP
- ⊙ = FOUND ALUMINUM CAP
- ⊗ = SET ALUMINUM CAP - TPOB
- = SET 1/2" REBAR - PLS7048
- — — — — = MINIMUM GR-L FRONT AND SIDE SETBACKS
- 25% — = 25% SLOPE LINE
- \* \* \* — = 5' PUBLIC UTILITY EASEMENT
- - - - - = EXISTING STRUCTURE FOOTPRINT

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BRG
C1	6.63	404.52	0°56'21"	6.63	S36°29'50"W
C2	53.37	404.52	7°33'33"	53.33	S32°14'53"W



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 9-19-2001  
 Signature: Robert Weirich  
 South Central District Health Dept., EHS



DRAWING NUMBER  
LIVING SPRINGS TOWNHOMES #45235  
S14 T4N R17E 2 of 2  
PLAN HOLD CORPORATION • IRVINE, CALIFORNIA  
RECORDER BY NUMBER 075AR  
PORTION DEAL OF PRINT ON THIS LINK

DRAWING NUMBER  
Instrument # 45235  
HAILEY, BLAINE, IDAHO 11:22:00 No. of Pages: 2  
2001-10-03  
Recorded for: SUN VALLEY TITLE  
MARSHA RIEMANN  
EX-OFFICIO Recorder Deputy Fee: 11.00  
IRVINE, CA  
RECORDER BY NUMBER 075AR  
PORTION DEAL OF PRINT ON THIS LINK

DRAWING NUMBER  
CORPORATION • IRVINE, CALIFORNIA  
RECORDER BY NUMBER 075AR  
PORTION DEAL OF PRINT ON THIS LINK

### CERTIFICATE OF OWNERSHIP

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

A parcel of land located within Section 11, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lot 22, Block 3, Warm Springs Village Subdivision Fourth Addition, according to the official plat thereof, recorded in Book 1 of Plats, Page 9, records of Blaine County, Idaho; to be replatted as Living Springs Townhomes.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. I do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat.

Townhouse Declaration of Covenants, Conditions and Restrictions and Party Wall Agreement for Living Springs Townhomes is recorded in Blaine County as Instrument No. Att# 4516234.

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

Mary Crutchfield Handelsman  
Mary Crutchfield Handelsman

### ACKNOWLEDGMENT

STATE OF California }  
COUNTY OF Los Angeles } ss

On this 13 day of Sept, 2001, before me, a Notary Public in and for said State, personally appeared Mary Crutchfield Handelsman, a widow, known or identified to me, to be the person whose name is subscribed to the Owner's Certificate and acknowledged to me that she 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.



Mohammad Kishawi  
Notary Public  
Los Angeles, California  
Residing at  
July 14, 2004  
My Commission Expires

### SURVEYOR'S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of LIVING SPRINGS, 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  
9/17/01

### APPROVAL OF CITY COUNCIL

The foregoing plat was approved by the City Council of Ketchum on this 25<sup>th</sup> day of September, 2001.

Samuel E. Cady  
City Clerk



### CITY ENGINEER'S APPROVAL

The foregoing plat was approved by Richard Fosberg, City Engineer for the City of Ketchum on this 19 day of September, 2001.

Richard Fosberg  
City Engineer

### COUNTY TREASURER'S APPROVAL

The taxes on the foregoing parcel of land have been paid to this date and this plat of Living Springs Townhomes is hereby approved this 19<sup>th</sup> day of September, 2001.

Licki Lick by D. Baird  
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, on this \_\_\_\_\_ day of \_\_\_\_\_, 2001, at \_\_\_\_\_ M., and duly recorded in Plat Book \_\_\_\_\_, at page \_\_\_\_\_.

Merla Payne  
Ex-officio Recorder

Instrument # 45235  
HAILEY, BLAINE, IDAHO 11:22:00 No. of Pages: 2  
2001-10-03  
Recorded for: SUN VALLEY TITLE  
MARSHA RIEMANN Fee: 11.00  
Ex-Officio Recorder Deputy MPP  
Index to: PLATS

LIVING SPRINGS TOWNHOMES  
ALPINE ENTERPRISES INC.  
KETCHUM, IDAHO  
SHEET 2 OF 2

# Sun Valley Title

 A TitleOne Company

File # 19327126

## Quitclaim Deed

For value received, Vadim P. Kondratief, an unmarried man,

Does hereby convey, release, remise, and forever quit claim unto

Mary C. Handelsman, an unmarried woman,

whose current address is P.O. Box 2596, Ketchum, ID 83340,

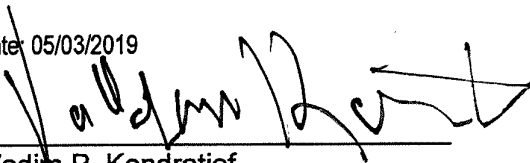
the following described premises:

Sublot 1 of LIVING SPRINGS TOWNHOMES, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 456235, records of Blaine County, Idaho.

This Deed is being recorded to extinguish any life estate interest.

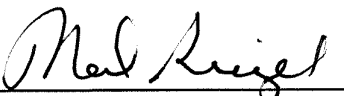
To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

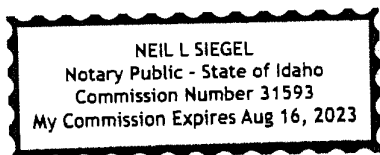
Date: 05/03/2019

  
\_\_\_\_\_  
Vadim P. Kondratief

State of Idaho  
County of Blaine, ss.

On this 10<sup>th</sup> day of May in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Vadim P. Kondratief known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

  
\_\_\_\_\_  
Notary Public  
Residing at: Ketchum, Idaho  
My Commission Expires: 8/16/2023  
(seal)



# Sun Valley Title

A TitleOne Company

File # 19327032

## Quitclaim Deed

For value received, Vadim P. Kondratief, an unmarried man,

Does hereby convey, release, remise, and forever quit claim unto

Mary C. Handelsman, an unmarried woman,

whose current address is P.O. Box 2596, Ketchum, ID 83340,

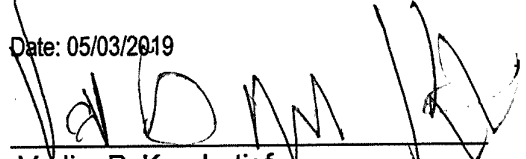
the following described premises:

Sublot 2 of LIVING SPRINGS TOWNHOMES, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 456235, records of Blaine County, Idaho.

This Deed is being recorded to extinguish any life estate interest.


To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

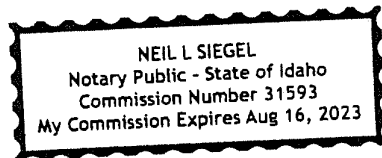
Date: 05/03/2019

  
\_\_\_\_\_  
Vadim P. Kondratief

State of Idaho  
County of Blaine, ss.

On this 10<sup>th</sup> day of May in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Vadim P. Kondratief known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

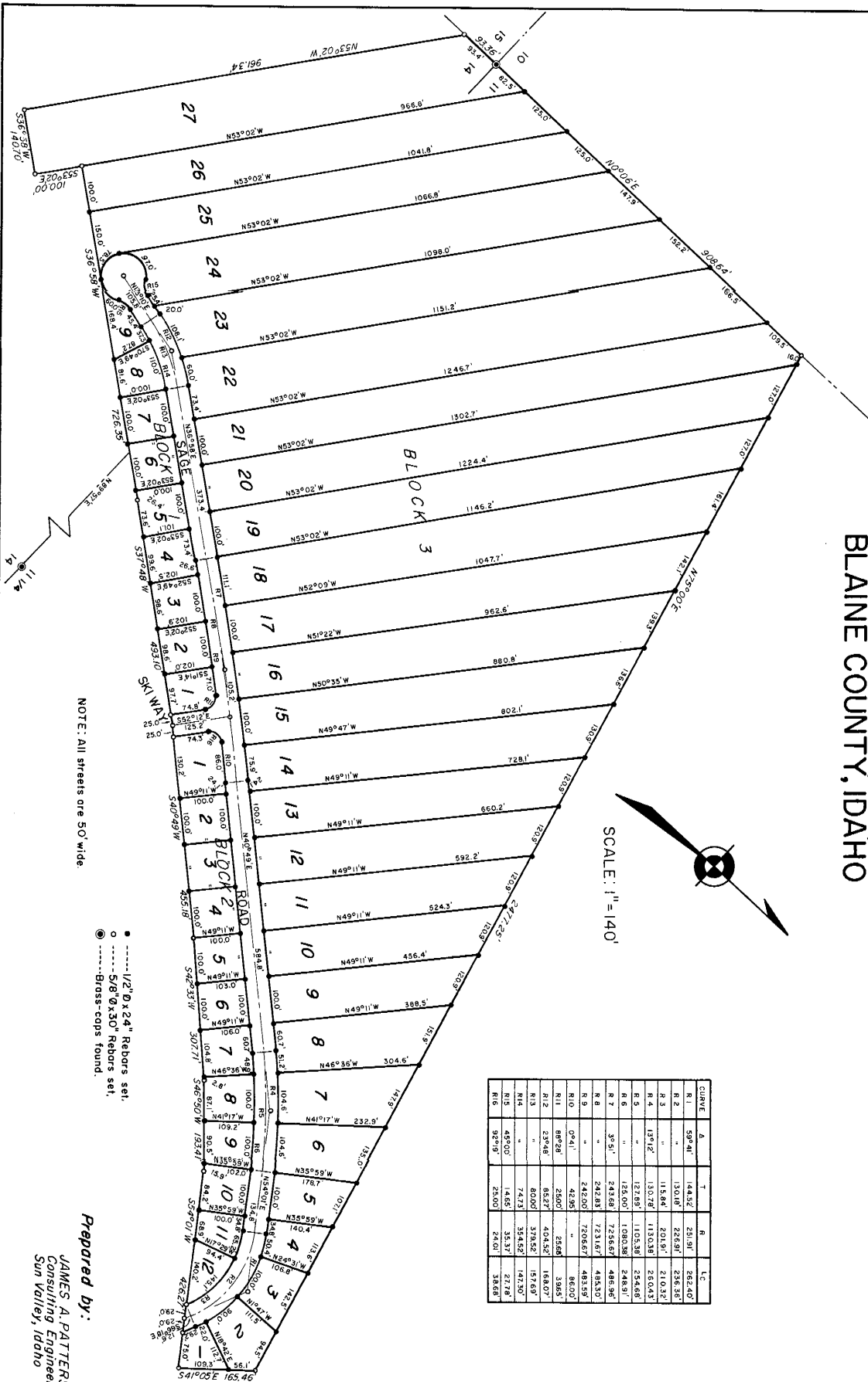
  
\_\_\_\_\_  
Notary Public  
Residing at: Ketchum Idaho  
My Commission Expires: 8/16/2023  
(seal)





# WARM SPRINGS VILLAGE SUBDIVISION, FOURTH ADDITION

IN THE SW1/4, SEC.11 & LOT 4, SEC.14,  
T4N, R7E, BM,  
BLAINE COUNTY, IDAHO



CURVE	A	T	B	Lc
R 1	39°41'	144.52'	251.91'	262.40'
R 2	"	130.00'	225.97'	236.25'
R 3	"	115.84'	201.81'	210.23'
R 4	13°12'	133.72'	110.53'	250.43'
R 5	"	127.85'	110.53'	234.68'
R 6	"	125.00'	110.53'	248.31'
R 7	3°51'	743.63'	729.66'	486.96'
R 8	"	242.83'	723.16'	483.50'
R 9	"	242.00'	720.67'	483.59'
R 10	0°41'	42.95'	"	86.00'
R 11	88°28'	25.00'	23.68'	39.65'
R 12	23°48'	63.37'	404.52'	158.07'
R 13	"	80.00'	379.82'	157.69'
R 14	"	74.73'	354.52'	147.30'
R 15	45°00'	14.65'	35.37'	27.76'
R 16	32°19'	25.00'	24.01'	38.66'

NOTE: All streets are 50' wide

- 1/2" Ø x 24" Rebars set.
- 5/8" Ø x 30" Rebars set.
- Brass caps found.

Prepared by:  
**JAMES A. PATTERSON**  
Consulting Engineer  
Sun Valley, Idaho

**OWNER'S CERTIFICATE**

KNOW ALL MEN BY THESE PRESENTS that Mark B. Lloyd and Helen R. Lloyd, husband and wife, are the owners of a certain parcel of land as shown on this plat described to-wit:

A parcel of land within the SW 1/4, Sec. 11 and Lot 4, Sec. 14, T4N, R17E, B.M., Blaine County, Idaho, and more particularly described by metes and bounds as follows: Commencing at a brass-cop marking the NW Cor. of said Sec. 14, T4N, R17E, B.M. and said brass-cop being the true point of beginning, Thence N0°06'E, 908.6 feet along the west boundary of said Sec. 11; thence N75°00'E, 2,477.2 feet; thence S41°05'E, 165.5 feet to the northwesterly boundary of Warm Springs Village Subdivision; thence S48°20'11"W, 193.5 feet along the northwesterly boundary of Warm Springs Village Subdivision; thence S42°33'W, 307.7 feet along the northwesterly boundary of Warm Springs Village Subdivision; thence S37°48'W, 493.1 feet along the northwesterly boundary of Warm Springs Village Subdivision; thence S36°58'W, 176.4 feet along the northwesterly boundary of Warm Springs Village Subdivision; thence S35°02'E, 100.0 feet along the northwesterly boundary of Warm Springs Village Subdivision; thence S36°48'W, 140.7 feet along the northwesterly boundary of Warm Springs Village Subdivision; thence N45°02'W, 961.3 feet to the west boundary of said Sec. 14; thence N0°06'E, 33.4 feet along the west boundary of said Sec. 14 to a brass-cop, said brass-cop being the true point of beginning, and said parcel containing 35.68 acres more or less.

The owners do hereby dedicate to the use of the public forever, all streets as shown on this plat.

IN WITNESS WHEREOF, We have hereunto set our hands this 21 day of June, 1961.

*Mark B. Lloyd*  
Mark B. Lloyd

*Helen R. Lloyd*  
Helen R. Lloyd

**ACKNOWLEDGEMENT**

STATE OF IDAHO )  
COUNTY OF BLAINE ) ss

On this 21 day of June, 1961, before me, the undersigned, a notary public in and for the said State and County, personally appeared Mark B. Lloyd and Helen R. Lloyd, husband and wife, known to me to be the persons whose names are subscribed to the above instrument, and acknowledged to me that they executed the same.

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

My commission expires \_\_\_\_\_

*[Signature]*  
Notary Public in and for Idaho

**ENGINEER'S CERTIFICATE**

I, James A. Peterson, a duly registered professional engineer in the State of Idaho do hereby certify that this plat of WARM SPRINGS VILLAGE SUBDIVISION, FOURTH ADDITION, is a true and accurate map of the land surveyed under my direct supervision, that the location of blocks, lots and streets have definitely been established and perpetuated in strict accordance with the State of Idaho Code relating to plats and surveys and that they are, as shown herein a portion of the SW 1/4, of Sec. 11 and Lot 4 of Sec. 14 as described in the owner's certificate.



*James A. Peterson*  
Registered Professional Engineer  
Idaho Certificate No. 1183

**COUNTY SURVEYOR'S CERTIFICATE**

This is to certify that I, \_\_\_\_\_ County Surveyor for Blaine County, 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 thereto.

Date: \_\_\_\_\_  
County Surveyor  
Idaho Certificate No. \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONER'S APPROVAL**

The foregoing plat of WARM SPRINGS VILLAGE SUBDIVISION, FOURTH ADDITION, was approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 1961 by the Board of County Commissioners of Blaine County, Idaho.

By: \_\_\_\_\_  
Chairman

**COUNTY RECORDER'S CERTIFICATE**

I hereby certify that this instrument was filed for record at the request of \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock P.M., this \_\_\_\_\_ day of \_\_\_\_\_, 1961 A.D., in my office, and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ at page \_\_\_\_\_ Instrument No. \_\_\_\_\_

Fee: \_\_\_\_\_  
*[Signature]*  
County Recorder



the first party of the first party, for and in consideration of

the sum of one hundred dollars (\$100.00) to the said party of the

second party, the sum of one hundred dollars (\$100.00) to the said

party of the second party, the sum of one hundred dollars (\$100.00)

to the said party of the second party, the sum of one hundred

dollars (\$100.00) to the said party of the second party, the sum

of one hundred dollars (\$100.00) to the said party of the second

party of the second party, the sum of one hundred dollars (\$100.00)

WARRANTY DEED

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this

George V. Sherry, Sheriff, County of Lincoln, State of Idaho.

Notary Public in and for the State of Idaho

My Commission Expires February 1, 1934

Notary Public in and for the State of Idaho

My Commission Expires February 1, 1934

the sum of one hundred dollars (\$100.00) to the said party of the

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DECLARATION, RECIPROCAL EASEMENT AND PARTY WALL DECLARATION

This Declaration, Reciprocal Easement and Party Wall Declaration ("Declaration") is made on this 2nd day of October, 2001, by Mary Crutchfield Handelsman ("Declarant").

RECITALS

- A. Declarant is the sole owner of all the Real Property described hereinafter.
- B. Improvements consisting of two (2) separate attached residences exist on the Real Property.
- C. By this Declaration, Declarant intends to establish a plan of subplot ownership of two (2) dwelling sublots, one for each separate residence on the Real Property.

DECLARATION

1. Definitions. Whenever used in this Declaration, the following terms shall have the following meanings unless the context requires otherwise:

(a) "Common Areas" mean the roof, common walls, and any common gas, electric, water, sewer, telephone, cable television, data transmission and communication systems or service facilities.

(b) "Owner" means the party or parties having any estate in any Sublot, excluding any person who holds such interest as security for the payment of an obligation, but including any mortgagee, beneficiary under deed of trust or other security holder in actual possession of any Sublot, as a result of foreclosure or otherwise, and also including any person taking title through such security holder by purchase at foreclosure sale or otherwise.

(c) "Plat" means the Plat of the Living Springs Townhomes, according to the official plat thereof recorded as Instrument No. 456235 on October 3, 2001, in the office of the County Recorder of Blaine County, Idaho.

(d) "Real Property" means all the real property located within the Plat.

(e) "Sublot" means Sublot 1 and Sublot 2 of the Plat of the Living Springs Townhouses, including any Common Areas within such Sublot.

2. Declaration. The improvements on the Real Property described as the Living Springs Townhomes is a single building divided by a common boundary of the two (2) Sublots with a common wall on the boundary between Sublot 1 and Sublot 2. The common wall shall be a party wall and the Owners of the Sublot on either side of each common wall shall have the right to use it.

DECLARATION, RECIPROCAL EASEMENT AND PARTY WALL DECLARATION/1

ORIGINAL FILED

jointly. Declarant declares that the Real Property is, and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following limitations, restrictions, easements, covenants, conditions, liens and charges, for the subdivision, improvement, protection, ownership, maintenance, and sale of two sublots within the Real Property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value and attractiveness of the Real Property.

3. Easements. Declarant hereby grants and conveys to the Owners of the Sublots reciprocal nonexclusive perpetual easements for the benefit of and appurtenant to each Sublot, to enter upon any Sublot for the installation, construction, use, operation, maintenance, repair, removal or replacement of the Common Area, including but not limited to the roof, common walls, and any common gas, electric, water, sewer, telephone, cable television, data transmission and communication systems or service facilities.

4. Termination of Declaration. This Declaration, or the easements specified in Section 3 of this Declaration may be terminated by the following methods only: (i) express, written mutual termination by the Owners of the Sublots or their successors, heirs or assigns filed of record in the Recorder's Office, Blaine County, Idaho, or (ii) automatic termination pursuant to Section 9(b) of this Declaration.

5. Unauthorized Use of Common Areas. The Owners, or their respective successors, heirs or assigns, shall jointly enjoy the use of all Common Areas, and such parties jointly or individually may, at any time and from time to time, remove, exclude and restrain any other person from the use or occupancy of such Common Areas, excepting said Owners' bona fide invitees who make use of such areas for the purposes of the easements and in accordance with the provisions set forth in this Declaration. If unauthorized use is being made of any of the Common Areas, any Owner may restrain or terminate such unauthorized use by appropriate proceedings.

6. Maintenance of Common Areas. The Owner of each Sublot shall be equally responsible for the maintenance, repair and replacement of any Common Area improvement within said Sublots, including the maintenance of any common utility service facilities, roof, common wall, and common sewer and water main and clean outs. Any Common Area maintenance shall, at the request of either Owner, be sent out for bid to three different entities. The lowest most responsible bid shall receive the award and the cost shall be paid equally by the Owners of the Sublots. In the event any Owner fails to pay his share of the maintenance, repair or replacement of any Common Area improvement, the other Owner may, if such condition is not corrected within thirty (30) days of the receipt of written notice from said other Owner(s) (or as soon as reasonably possible thereafter if the condition in question cannot reasonably be corrected within said 30-day period), enter upon the defaulting Owner's Sublot and undertake such maintenance as is necessary to correct the adverse condition. All costs of such maintenance shall be payable by the Owner of the Sublot upon which such maintenance is performed, and the amount of such cost shall constitute a lien against said Sublot, enforceable in accordance with Section 7 of this Declaration.

7. Liens for Maintenance. To evidence a lien for the expenditures referred to in Sections 6 or 9 of this Declaration, the party(ies) making such expenditures shall prepare a written notice of lien ("Notice") setting forth the amount of such expenditure, and identifying the Sublot upon which the maintenance in question was accomplished and the name(s) of the Owner(s) thereof. The lien for such expenditure shall attach from the date the work was commenced, provided that the Notice is recorded in the office of the Blaine County Recorder within ninety (90) days of the completion of the work in question. Any such lien may be enforced by foreclosure upon the defaulting Owner's Sublot in like manner as a deed of trust on real property is foreclosed under the laws of the State of Idaho. In any such foreclosure, the Owner(s) of the Sublot being foreclosed shall be required to pay the costs, expenses and reasonable attorney's fees in connection with the preparation and filing of the Notice as provided herein and all costs and the reasonable attorney's fees incurred in connection with the foreclosure. The party who filed the lien shall have the power to bid upon the Sublot being foreclosed and shall be entitled to a credit for the amount expended pursuant to Sections 6 and 9 herein. The amount expended for maintenance pursuant to Sections 6 and 9 of this Declaration shall also be the personal and individual debt of the Owner thereof at the time such expenditure is made, and suit to recover money judgment (together with reasonable attorney's fees and costs aforesaid) in the amount thereof may be maintained without foreclosing or waiving the lien securing the same as provided hereunder.

8. Insurance. Each Owner shall at all times maintain public liability insurance in an amount agreeable to the other Owner for personal injury and property insurance and for the roof and common wall in an amount of its replacement cost naming all Owners as insured. Unless otherwise agreed by all Owners, the amount for public liability insurance need not be more than \$1,000,000.00 combined. Each Owner shall hold harmless the other Owner(s), and all tenants, guests and invitees of such other Owner(s), from all claims or judgments arising from the use of Common Areas located within its respective Sublot, unless the claim, demand or judgment is caused by the negligence of the other Owner, tenant, guest or invitee. Each Owner hereby releases the other Owner(s) from any liability for any loss or damage covered by fire insurance or other casualty insurance, and grants to the other Owner(s), on behalf of any insurer providing such insurance, a waiver of any right of subrogation which any such insurer may acquire by virtue of payment of any loss covered by such insurance.

9. Repair or Restoration.

(a) Should a party wall or any other Common Area be damaged or destroyed by the default, negligence, or other act or omission of an Owner, such Owner shall rebuild or repair the party wall or other Common Area and shall compensate the other Owner(s) for any damage to the property of the other Owner(s).

(b) Should the party wall or any other Common Area at any time while in use by both Owners be damaged or destroyed by any cause other than the act or omission of any Owner, the common wall or other Common Area shall be repaired or rebuilt at their joint expense, provided that any sum received from insurance against such injury or destruction shall first be applied to such

repair or restoration; provided, however, that if the entire building is destroyed by any cause other than the act or omission of any Owner, any Owner shall have the option of rebuilding on his Sublot without a party wall if the City of Ketchum gives its approval of such construction, and in such event, this declaration shall be automatically terminated.

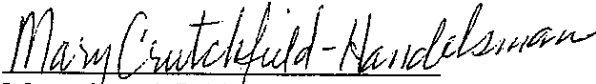
(c) Should any Owner fail to rebuild or repair the party wall or other Common Area as required by Section 9(a) of this Declaration, or pay his portion of the expense required by Section 9(b) of this Declaration, the other Owner(s) may, if such condition is not corrected within thirty (30) days of the receipt of written notice from said other Owner(s) (or as soon as reasonably possible thereafter if the condition in question cannot reasonably be corrected within said 30-day period), undertake such repair or rebuilding as is necessary to correct the damage or injury to the party wall or other Common Area. All costs of such repair or rebuilding undertaken under such circumstances shall be payable by the defaulting Owner in accordance with the provisions of Sections 9(a) or 9(b) of this Declaration, and the amount of such costs shall constitute a lien against the defaulting Owner's Sublot, enforceable pursuant to Section 7 of this Declaration.

11. Binding Effect. All of the limitations, restrictions and conditions hereby imposed, easements hereby granted, and the declaration and covenants herein contained shall run with the land and shall be binding on and inure to the benefit of all parties hereto and their respective successors, heirs and assigns having or acquiring any right, title or interest in the Real Property.

12. Protection of Mortgagees. Any owner may encumber his Townhome with a mortgage. Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any mortgage that encumbers all or a portion of the Real Property or Sublot, 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.

IN WITNESS WHEREOF, the party has executed this Declaration effective the day and year first hereinabove written.

DECLARANT:

  
Mary Crutchfield Handelsman





**Instrument # 456235**

HAILEY, BLAINE, IDAHO

2001-10-03 11:22:00 No. of Pages: 1

Recorded for : SUN VALLEY TITLE

MARSHA RIEMANN Fee: 11.00

Ex-Officio Recorder Deputy

Index to: PLATS

LIVING SPRINGS TOWNHOMES

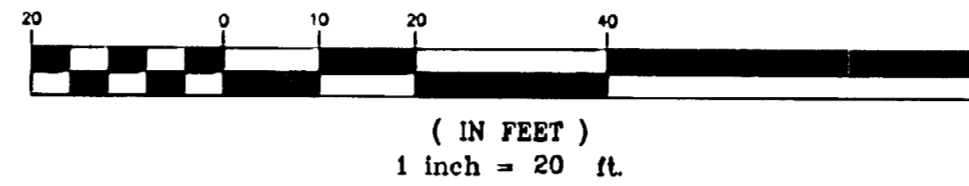
Wherein Lot 22, Block 3 WARM SPRINGS VILLAGE SUBE  
FOURTH ADDITION is divided into 2 townhouse  
sublots located within a portion of the  
FR LOT 4 SECTION 14 T4N R17E CITY OF KETCHUM

LIVING SPRINGS TOWNHOMES #456235  
 S14 T4N R17E 1 OF 2  
 PLAN HOLD CORPORATION • IRVINE, CALIFORNIA  
 RECORDED BY NUMBER 07548  
 REC. DATE OF PRINT ON THIS LINK

DRAWING NUMBER  
 Instrument # 456235  
 BLAINE, IDAHO 2200 No. of Pages: 1  
 20th Day of SEPTEMBER 2001  
 Recorded for: SUN VALLEY TITLE  
 MARGARET BREMANN  
 Ex-Officio  
 RECORDED BY NUMBER 07548  
 REC. DATE OF PRINT ON THIS LINK

DRAWING NUMBER  
 CORPORATION • IRVINE, CALIFORNIA  
 RECORDED BY NUMBER 07548  
 REC. DATE OF PRINT ON THIS LINK

A PLAT SHOWING  
**LIVING SPRINGS TOWNHOMES**  
 WHEREIN LOT 22, BLOCK 3, WARM SPRINGS VILLAGE SUBDIVISION FOURTH ADDITION IS DIVIDED INTO 2 TOWNHOUSE SUBLOTS  
 LOCATED WITHIN A PORTION OF THE SW/4 AND GOVT. LOT 4, SECTION 14, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 SEPTEMBER 2001  
 GRAPHIC SCALE



**NOTES**

- 1). SUBJECT PROPERTY LIES WITHIN THE CITY OF KETCHUM'S AVALANCHE ZONE DISTRICT AND MOUNTAIN OVERLAY ZONING DISTRICT AS DEFINED IN ZONING CODE TITLE 15. PERSONS DWELLING IN THIS AREA SHOULD BECOME FAMILIAR WITH THESE PORTIONS OF THE ORDINANCE AND DWELL HERE AT THEIR OWN RISK.
- 2). TOWNHOUSE DECLARATION, RECIPROCAL EASEMENT AND PARTY WALL AGREEMENT FOR LIVING SPRINGS TOWNHOMES IS RECORDED IN BLAINE COUNTY AS INSTRUMENT NO. \_\_\_\_\_
- 3). THERE SHALL BE NO CONSTRUCTION OUTSIDE OF THE BUILDING ENVELOPE AS DELINEATED BY THE 25% SLOPE LINE AND ZONING SETBACKS.
- 4). BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(1992) AT GRID IN U.S. SURVEY FEET. COMBINED SCALE FACTOR IS 0.999681, GROUND DISTANCES WILL BE SLIGHTLY LONGER. CONVERGENCE ANGLE IS -0°15'50.213".

**LEGEND**

- = FOUND 1/2" REBAR - NO CAP
- ⊕ = FOUND BLM BRASS CAP
- ⊗ = FOUND ALUMINUM CAP
- ⊙ = SET ALUMINUM CAP - TPOB
- = SET 1/2" REBAR - PLS7048
- — — — — = MINIMUM GR-L FRONT AND SIDE SETBACKS
- 25% — = 25% SLOPE LINE
- \* \* \* — = 5' PUBLIC UTILITY EASEMENT
- - - - - = EXISTING STRUCTURE FOOTPRINT

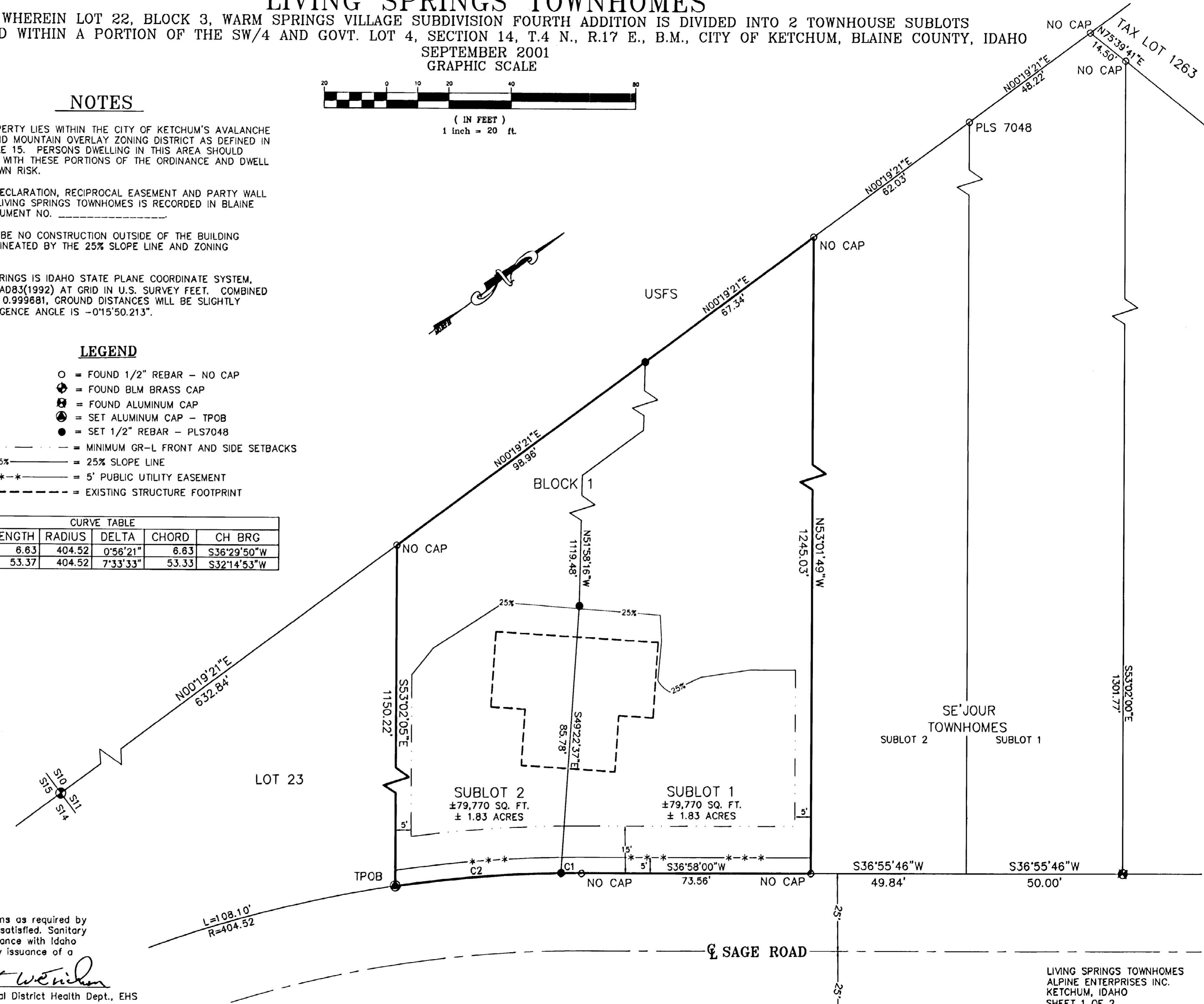
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BRG
C1	6.63	404.52	0°56'21"	6.63	S36°29'50"W
C2	53.37	404.52	7°33'33"	53.33	S32°14'53"W



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.

9-19-2001  
 Date

*Robert Weirich*  
 South Central District Health Dept., EHS



DRAWING NUMBER  
LIVING SPRINGS TOWNHOMES #45235  
S14 T4N R17E 2 of 2  
PLAN HOLD CORPORATION • IRVINE, CALIFORNIA  
RECORDER BY NUMBER 075AR  
POSITION DATE OF PRINT ON THIS LINK

DRAWING NUMBER  
Instrument # 45235  
HAILEY, BLAINE, IDAHO 11:22:00 No. of Pages: 2  
2001-10-03  
Recorded for: SUN VALLEY TITLE  
MARSHA RIEMANN  
EX-OFFICIO Recorder Deputy Fee: 11.00  
IRVINE, CALIFORNIA  
RECORDER BY NUMBER 075AR  
POSITION DATE OF PRINT ON THIS LINK

DRAWING NUMBER  
CORPORATION • IRVINE, CALIFORNIA  
RECORDER BY NUMBER 075AR  
POSITION DATE OF PRINT ON THIS LINK

### CERTIFICATE OF OWNERSHIP

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

A parcel of land located within Section 11, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lot 22, Block 3, Warm Springs Village Subdivision Fourth Addition, according to the official plat thereof, recorded in Book 1 of Plats, Page 9, records of Blaine County, Idaho; to be replatted as Living Springs Townhomes.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. I do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat.

Townhouse Declaration of Covenants, Conditions and Restrictions and Party Wall Agreement for Living Springs Townhomes is recorded in Blaine County as Instrument No. Att# 4516234.

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

Mary Crutchfield Handelsman  
Mary Crutchfield Handelsman

### ACKNOWLEDGMENT

STATE OF California }  
COUNTY OF Los Angeles } ss

On this 13 day of Sept, 2001, before me, a Notary Public in and for said State, personally appeared Mary Crutchfield Handelsman, a widow, known or identified to me, to be the person whose name is subscribed to the Owner's Certificate and acknowledged to me that she 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.



Mohammad Kishawi  
Notary Public  
Los Angeles, California  
Residing at  
July 14, 2004  
My Commission Expires

### SURVEYOR'S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of LIVING SPRINGS, 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  
9/17/01

### APPROVAL OF CITY COUNCIL

The foregoing plat was approved by the City Council of Ketchum on this 25<sup>th</sup> day of September, 2001.

Sandra E. Coody  
City Clerk



### CITY ENGINEER'S APPROVAL

The foregoing plat was approved by Richard Fosbury, City Engineer for the City of Ketchum on this 19 day of September, 2001.

Richard Fosbury  
City Engineer

### COUNTY TREASURER'S APPROVAL

The taxes on the foregoing parcel of land have been paid to this date and this plat of Living Springs Townhomes is hereby approved this 19<sup>th</sup> day of September, 2001.

Licki L. Lick by D. Baird  
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, on this \_\_\_\_\_ day of \_\_\_\_\_, 2001, at \_\_\_\_\_ M., and duly recorded in Plat Book \_\_\_\_\_, at page \_\_\_\_\_.

Merla Payne  
Ex-officio Recorder

Instrument # 45235  
HAILEY, BLAINE, IDAHO 11:22:00 No. of Pages: 2  
2001-10-03  
Recorded for: SUN VALLEY TITLE  
MARSHA RIEMANN Fee: 11.00  
Ex-Officio Recorder Deputy MPP  
Index to: PLATS

After Recording Return To:  
FIRST BANK OF IDAHO, FSB  
P.O. BOX 3239  
KETCHUM, ID 83340

**Instrument # 476976**  
HAILEY, BLAINE, IDAHO  
2003-01-15 03:46:00 No. of Pages: 16  
Recorded for: SUN VALLEY TITLE  
MARSHA RIEMANN Fee: 48.00  
Ex-Officio Recorder Deputy  
Index to: DEED OF TRUST-SECOND DEED TRUSTMTG

02-18486

[Space Above This Line For Recording Data]

## DEED OF TRUST

HANDELSMAN  
LOAN #: K02-0361  
MIN: 1001741-0100000404-8  
PIN #: RP K03480000010 A

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **JANUARY 8, 2003** together with all Riders to this document.  
(B) "Borrower" is **MARY CRUTCHFIELD HANDELSMAN, AN UNMARRIED WOMAN**

Borrower is the trustor under this Security Instrument.

- (C) "Lender" is **FIRST BANK OF IDAHO, FSB**

Lender is a **CORPORATION** organized and existing under the laws of **IDAHO**. Lender's address is **111 MAIN STREET - PO BOX 3239 KETCHUM, ID 83340**

- (D) "Trustee" is **SUN VALLEY TITLE COMPANY, AN IDAHO CORPORATION**

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

- (F) "Note" means the promissory note signed by Borrower and dated **JANUARY 8, 2003**

The Note states that Borrower owes Lender

**SIX HUNDRED SIXTY-FIVE THOUSAND AND 00/100**

Dollars (U.S. \$ **665,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **FEBRUARY 1, 2033**

- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

IDAHO - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
DOCUKID1.DOCUKID1.VTX 10/17/2002 (Page 1 of 13 pages)

Form 3013 1/01

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider                 | <input type="checkbox"/> Other(s) [specify]             |   |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

**COUNTY** (Type of Recording Jurisdiction)  
of **BLAINE** (Name of Recording Jurisdiction)

**SUBLOT 1 OF LIVING SPRINGS TOWNHOMES, BLAINE COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED OCTOBER 3, 2001 AS INSTRUMENT NO. 456235, RECORDS OF BLAINE COUNTY, IDAHO.**

which currently has the address of **402 #A SAGE ROAD** (Street)  
**KETCHUM**, Idaho **83340** ("Property Address").  
 (City) (Zip Code)

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 and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess

may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the



enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund

of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately

designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

**(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**

**(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.**

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market

value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment

without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this

Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

**25. Area and Location of Property.** Either the Property is not more than 40 acres in area or the Property is located within an incorporated city or village.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

*Mary Crutchfield Handelsman 1/10/03*  
- BORROWER - MARY CRUTCHFIELD HANDELSMAN - DATE -



STATE OF ~~IDAHO~~ CALIFORNIA

COUNTY OF ~~SALT LAKE~~ LOS ANGELES

K02-0361

On this ~~9th~~ 10<sup>th</sup> day of JANUARY in the year 2003  
before me Mohammad Kishawi  
personally appeared

Mary Crutchfield Handelsman

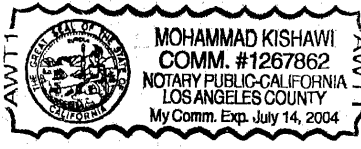
known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that SHE executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*[Handwritten Signature]*  
Notary Public

Residing at: Los Angeles, California

My Commission Expires: July 14, 2004



**FIXED/ADJUSTABLE RATE RIDER**  
**(One-Year Treasury Index-Rate Caps)**

THIS FIXED/ADJUSTABLE RATE RIDER is made this **8TH** day of **JANUARY, 2003** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to **FIRST BANK OF IDAHO, FSB**

("Lender") of the same date and covering the property described in the Security Instrument and located at:  
**402 #A SAGE ROAD KETCHUM, ID 83340**

[Property Address]

**THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial fixed interest rate of **5.000** %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

**4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of **FEBRUARY, 2008**, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND THREE-FOURTHS** percentage points ( **2.750** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than **10.000** % or less than **2.750** %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **10.000** %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without

Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

*Mary Crutchfield Handelsman* 1/10/03  
- BORROWER - MARY CRUTCHFIELD HANDELSMAN - DATE -

After Recording Return To:  
EXPRESS CAPITAL LENDING  
4000 WESTERLY PLACE 2NDFL  
NEWPORT BEACH, CA 92660

Instrument # 522378  
HAILEY, BLAINE, IDAHO  
2005-06-30 04:14:00 No. of Pages: 20  
Recorded for: AMERITITLE  
MARSHA RIEMANN Fee: 60.00  
Ex-Officio Recorder Deputy *mp*  
Index to: DEED OF TRUST-SECOND DEED TRUSTMTG

Title Order No.: 55665  
Escrow No.: 55665  
LOAN #: 2601039527

*55665*

[Space Above This Line For Recording Data]

**DEED OF TRUST**

MIN 1003604-2601039527-4

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **JUNE 20, 2005**, together with all Riders to this document.

(B) "Borrower" is **MARY C. HANDELSMAN, A SINGLE WOMAN AND VADIM P. KONDRATIEF, A SINGLE MAN.**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **EXPRESS CAPITAL LENDING.**

Lender is a **CORPORATION, CALIFORNIA, 2NDFL, NEWPORT BEACH, CA 92660.**

organized and existing under the laws of  
Lender's address is **4000 WESTERLY PLACE**

(D) "Trustee" is **FIRST AMERICAN TITLE.**

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **JUNE 20, 2005**. The Note states that Borrower owes Lender \*\*\*\*\***SIX HUNDRED FORTY FIVE THOUSAND FIVE HUNDRED AND NO/100** \*\*\*\*\* Dollars (U.S. **\$645,500.00** ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JULY 1, 2035**.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

Initials *[Handwritten Signature]*  
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(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY

[Type of Recording Jurisdiction] Of **BLAINE** [Name of Recording Jurisdiction]:  
**SUBLOT 2 OF LIVING SPRINGS TOWNHOMES, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED  
OCTOBER 3, 2001, AS INSTRUMENT NO. 456235, RECORDS OF BLAINE COUNTY, IDAHO  
APN #: K0348000020**

which currently has the address of **402 SAGE ROAD #B, KETCHUM,**

[Street] [City]

Idaho **83340** ("Property Address"):  
[Zip Code]

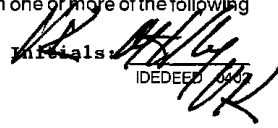
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following

Initials:   
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forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

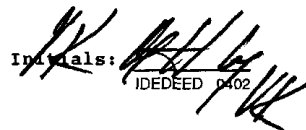
**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

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**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

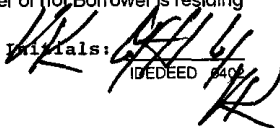
All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing

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in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

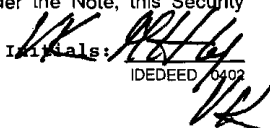
**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security

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Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

Initials:  WEDEED 0402

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Area and Location of Property.** Either the Property is not more than 40 acres in area or the Property is located within an incorporated city or village.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

*Mary C. Handelsman* (Seal)  
MARY C. HANDELSMAN  
BY VADIM P. KONDRATIEF  
AS ATTORNEY-IN-FACT  
*V. P. Kondratief* (Seal)  
VADIM P. KONDRATIEF

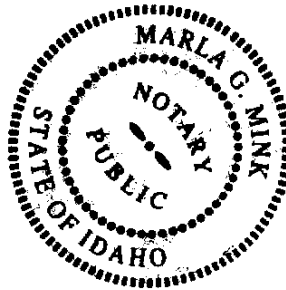
State of IDAHO \_\_\_\_\_ County ss:  
On this 21st day of June 2005 before me, Blaine  
a Notary Public in and for said county and state, personally appeared Marla G. Mink  
Vadim P. Kondratief

known or proved to me to be the person(s) who executed the foregoing 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 first above written.




*Marla G. Mink*  
Notary Public residing at: Blaine  
Comm Expires 02/12/09



State of Idaho                                    }  
  }ss.  
County of Blaine                                }

On this 21st day of June, in the year 2005, before me, the undersigned, personally appeared Vadim P. Kondratief known or identified to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Mary C. Handelsman, and acknowledged to me that he subscribed the name of Mary C. Handelsman thereto as principal, and his own name as attorney in fact.

WITNESS my hand and official seal,  
  
\_\_\_\_\_  
Notary Public  
Commission Expires: 02/12/09

LOAN #: 2601039527  
MIN: 1003604-2601039527-4

**ADJUSTABLE RATE RIDER**  
**(6-Month LIBOR Index - Rate Caps)**  
**(Assumable during Life of Loan)**  
**(First Business Day of Preceding Month Lookback)**

THIS ADJUSTABLE RATE RIDER is made this 20TH day of JUNE, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Adjustable Rate Note (the "Note") to EXPRESS CAPITAL LENDING, A CALIFORNIA CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

402 SAGE ROAD #B  
KETCHUM, ID 83340

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 5.250%. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

\*\* SEE ATTACHED INTEREST-ONLY ADDENDUM

**(A) Change Dates**

The interest rate I will pay may change on the 1ST day of JULY, 2010, and may change on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in **The Wall Street Journal**. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **THREE AND ONE-HALF** percentage point(s) ( 3.500% ) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER 6-Month LIBOR Index  
(Assumable during Life of Loan) (First Business Day Lookback)--Single Family--Freddie Mac UNIFORM INSTRUMENT  
Form 5120 3/04

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Page 1 of 3

F5120RDU 0404

LOAN #: 2601039527

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 8.250%, or less than 3.500%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE percentage point(s) ( 1.000% ) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 11.250%.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Section 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if a Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

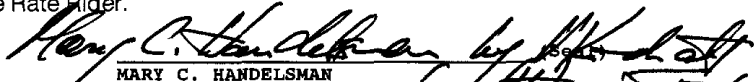
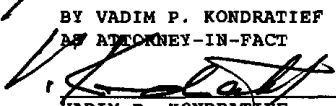
Initials: 



LOAN #: 2601039527

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
\_\_\_\_\_  
MARY C. HANDELSMAN  
BY VADIM P. KONDRATIEF  
BY ATTORNEY-IN-FACT  
  
\_\_\_\_\_  
VADIM P. KONDRATIEF (Seal)

MULTISTATE ADJUSTABLE RATE RIDER 6-Month LIBOR Index  
(Assumable during Life of Loan) (First Business Day Lookback)—Single Family—Freddie Mac UNIFORM INSTRUMENT  
Form 5120 3/04

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Page 3 of 3

F5120RDU 0404

## INTEREST-ONLY ADDENDUM TO ADJUSTABLE RATE RIDER

Loan Number: 2601039527

Property Address: 402 SAGE ROAD #B  
KETCHUM, ID 83340

**THIS ADDENDUM** is made this 20<sup>TH</sup> day of JUNE, 2005 and is incorporated into and intended to form a part of the Adjustable Rate Rider (the "Rider") dated the same date as the Addendum executed by the undersigned and payable to EXPRESS CAPITAL LENDING, A CALIFORNIA CORPORATION

(the Lender).

**THIS ADDENDUM** supersedes Section 4(C) of the Rider. None of the other provisions of the Note are changed by this Addendum.

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (C) Calculations of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **THREE AND ONE-HALF** percentage point(s) ( **3.500%** ) to the Current Index for such Change Date. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D), this rounded amount will be my new interest rate until the next Change Date.

During first **FIVE** ( **5** ) years after loan closing ("interest-only period"), the Note Holder will determine the amount of the monthly payment that would be sufficient to pay accrued interest on the unpaid principal balance. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the interest-only period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the interest-only period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest at the then current interest rate on the lower unpaid principal balance.

At the end of the interest-only period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal balance that I am expected to owe in substantially equal monthly payments over the remaining term of the Note. The result of this calculation will

LOAN #: 2601039527

be the new amount of my monthly payment. After the end of the interest-only period, my payment amount will not be adjusted due to voluntary principal payments.

DATED:

*Mary C. Handelsman by V. Kondratief*  
*(Attorney-in-Fact)*

MARY C. HANDELSMAN  
BY VADIM P. KONDRATIEF  
AS ATTORNEY-IN-FACT

*V. Kondratief* (Seal)  
VADIM P. KONDRATIEF

LOAN #: 2601039527  
MIN #: 1003604-2601039527-4

**1-4 FAMILY RIDER  
(Assignment of Rents)**

THIS 1-4 FAMILY RIDER is made this 20TH day of JUNE, 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to EXPRESS CAPITAL LENDING, A CALIFORNIA CORPORATION

(the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at: 402 SAGE ROAD #B, KETCHUM, ID 83340.

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

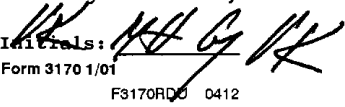
If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

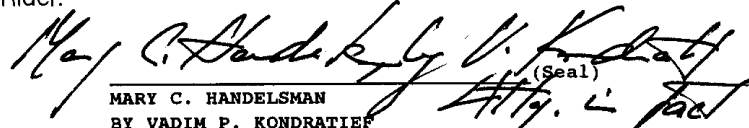
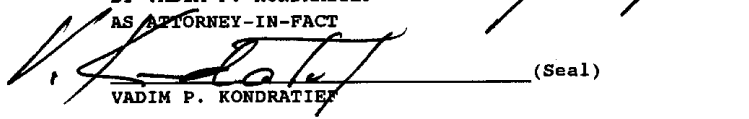
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Initials: 

LOAN #: 2601039527

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

  
\_\_\_\_\_  
(Seal)  
MARY C. HANDELSMAN  
BY VADIM P. KONDRATIEF  
AS ATTORNEY-IN-FACT  
  
\_\_\_\_\_  
(Seal)  
VADIM P. KONDRATIEF

LOAN #: 2601039527

**PLANNED UNIT DEVELOPMENT RIDER**

MIN: 1003604-2601039527-4

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 20TH day of JUNE, 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to EXPRESS CAPITAL LENDING, A CALIFORNIA CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 402 SAGE ROAD #B, KETCHUM, ID 83340.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration").

The Property is a part of a planned unit development known as LIVING SPRINGS TOWNHOMES (the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan. Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid

Initials: *AG VR*


LOAN #: 2601039527

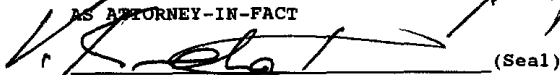
to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

 (Seal)  
 MARY C. HANDELSMAN  
 BY VADIM P. KONDRATIEF  
 AS ATTORNEY-IN-FACT

 (Seal)  
 VADIM P. KONDRATIEF



Instrument # 589620  
HAILEY, BLAINE, IDAHO  
8-8-2011 03:26:02 No. of Pages: 2  
Recorded for: KIRLAND FINANCIAL, LLC  
JOLYNN DRAGE Fee: 13.00  
Ex-Officio Recorder Deputy  
Index to: ASS'GT/CORRECT ASS'GT DEED OF TRUST

When Recorded Return To:

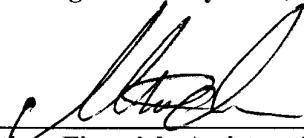
**ASSIGNMENT OF MORTGAGE**

Loan Number: K02-0361  
Effective Date: 06/25/2010

FOR VALUE RECEIVED, **Mortgage Electronic Registration Systems, Inc. ("MERS")** as nominee for **First Bank of Idaho, FSB**, its successors and assigns (ASSIGNOR), hereby assign and transfer to **2010-2 SFR Venture, LLC**, its successors and assigns (ASSIGNEE), all its right, title and interest in and to a certain mortgage executed by **Mary Crutchfield Handelsman**, Dated January 08, 2003 and recorded in Book , Page, Doc # 476976 in the office of the recorder of Blaine County, State of Idaho.

Signed on 3rd day of May, 2011

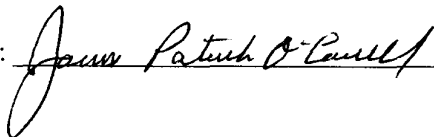
**Mortgage Electronic Registration Systems, Inc. ("MERS")**

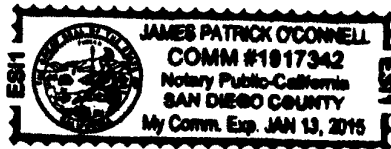
By   
**Matthew Fistonich, Assistant Secretary**

On May 3rd, 2011 before me, James Patrick O'Connell,  
Notary Public, personally appeared **Matthew A. Fistonich**, who proved to me on 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 in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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: 



(SEAL)

MIN: 100174101000004048 MERS Phone: 1-888-679-6377

Prepared by: Turning Point Asset Management, 2180 Garnet Ave Ste 2E San Diego, CA 92109

EXHIBIT A

Sublot 1 of Living Springs Townhomes, Blaine County, Idaho, according to the official plat thereof, recorded October 3, 2001 as Instrument No. 456235, records of Blaine County, Idaho.

PIN: RP K03480000010 A

When Recorded Return To:

**Instrument # 589621**

HAILEY, BLAINE, IDAHO  
8-8-2011 03:28:54 No. of Pages: 2  
Recorded for : KIRLAND FINANCIAL, LLC  
JOLYNN DRAGE Fee: 13.00  
Ex-Officio Recorder Deputy  
Index to: ASS'GTICORRECT ASS'GT DEED OF TRUST

*AB*

Loan #: 5000001285  
Ref Loan #: 190030809

**CORPORATE ASSIGNMENT OF NOTE AND DEED OF TRUST**

**FOR GOOD AND VALUABLE CONSIDERATION**, the sufficiency of which is hereby acknowledged, the undersigned, **2010-2 SFR Venture, LLC , WHOSE ADDRESS IS 800 Menlo Ave Ste 210, Menlo Park, CA 94025, (ASSIGNOR)**, by these presents does convey, grant, sell, assign, transfer and set over the deed of trust described below together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to **KIRKLAND FINANCIAL LLC**, WHOSE ADDRESS IS **PO BOX 970, GOODLETTSVILLE, TN 37070**, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

This assignment is an absolute conveyance of title to said documents and is not intended to be an assignment for security purposes. The deed of trust assigned herein is dated 01/08/2003, executed by **MARY CRUTCHFIELD HANDELSMAN, AN UNMARRIED WOMAN** to **FIRST BANK OF IDAHO , FSB** and recorded in Book, page, Instrument # 476976 in the office of the Recorder of BLAINE, ID.

The real property described in said deed of trust is: 402 #A SAGE ROAD KETCHUM, ID 83340

SUBLOT 1 OF LIVING SPRINGS TOWNHOMES, BLAINE COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED ~~JANUARY 15, 2003~~ AS INSTRUMENT NO. 456235, RECORDS OF BLAINE COUNTY, IDAHO. *October 3, 2001*

PIN #: RP K03480000010 A

Dated: 5/3/2011

2010-2 SFR VENTURE LLC

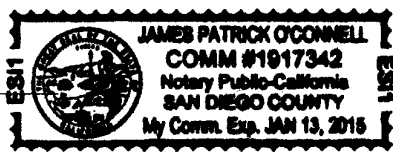
BY: *[Signature]*  
Matthew Fistonich, Manager

On May 3rd, 2011 before me, James Patrick O'Connell, Notary Public, personally appeared **Matthew A. Fistonich**, who proved to me on 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 in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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: *James Patrick O'Connell*



(SEAL)

EXHIBIT A

Sublot 1 of Living Springs Townhomes, Blaine County, Idaho, according to the official plat thereof, recorded October 3, 2001 as Instrument No. 456235, records of Blaine County, Idaho.

PIN: RP K0348000010 A

**Prepared By**

Kirkland Financial LLC  
P.O. Box 970  
Goodlettsville, TN 37070

**After Recording Return To:**

Kirkland Financial LLC  
P.O. Box 970  
Goodlettsville, TN 37070

**Instrument # 589622**

HAILEY, BLAINE, IDAHO  
8-8-2011 03:30:16 No. of Pages: 2  
Recorded for : KIRLAND FINANCIAL, LLC  
JOLYNN DRAGE Fee: 13.00  
Ex-Officio Recorder Deputy  
Index to: ASS'GTCORRECT ASS'GT DEED OF TRUST

*JP*

**Assignment of Deed of Trust**

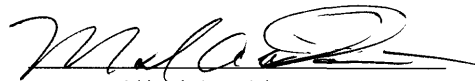
MIN: 100174101000004048  
Loan No. 11051M28

MERS Phone Number: 888-679-6377

FOR VALUE RECEIVED, Kirkland Financial LLC, P.O. Box 970, Goodlettsville, TN 37070, its successors and assigns, hereby assigns and transfers to Mortgage Electronic Registration Systems, its successors and assigns, of P.O. Box 2026, Flint MI 48501-2026, all its right, title and interest in and to a certain Deed of Trust executed by Mary Crutchfield Handelsman, to Mortgage Electronic Registration Systems, Inc., as nominee for First Bank of Idaho, FSB, and bearing the date of January 8, 2003 and recorded on January 15, 2003 in the County of Blaine, State of Idaho, as recorded as Instrument #476976.

Property location is: 402 #A Sage Road, Ketchum, ID 83340  
Legal Description is hereby attached as "Exhibit A".

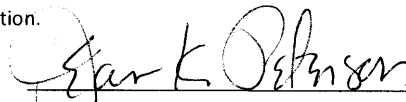
Signed on this the 29th day of June, 2011.



Kirkland Financial LLC  
Mark Davis, Vice President

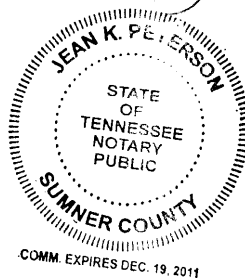
State of Tennessee }  
County of Sumner }

On the 29th day of June, 2011, before me, a Notary Public, personally appeared Mark Davis, to me known, who being duly sworn, did say that he is the Vice President of Kirkland Financial LLC, and that said instrument was signed on behalf of said corporation.



Notary Public

My Commission Expires: 12-19-11



EXIBIT A

Sublot 1 of Living Springs Townhomes, Blaine County, Idaho, according to the official plat thereof, recorded October 3, 2001 as Instrument No. 456235, records of Blaine County, Idaho.

PIN: RP K0348000010 A

**Prepared By**

Kirkland Investors I LLC

P.O. Box 970

Goodlettsville, TN 37070

**After Recording Return To:**

**Instrument # 627942**

HAILEY, BLAINE, IDAHO

7-13-2015 11:34:15 AM No. of Pages: 3

Recorded for : MERIDIAN ASSET SERVICES, INC

JOLYNN DRAGE Fee: 16.00

Ex-Officio Recorder Deputy

Index to: ASS'GT/CORRECT ASS'GT DEED OF TRUST

9B

**Assignment of Deed of Trust**

263520

MIN: 100174101000004048

MERS Phone Number: 888-679-6377

FOR VALUE RECEIVED, Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, MI 48501, as nominee for First Bank of Idaho, FSB, its successors and assigns, hereby assigns and transfers to U.S. Bank Trust National Association, as Trustee for CVI LCF Mortgage Loan Trust I, its successors and assigns, of 300 Delaware Avenue, 9<sup>th</sup> Floor, Wilmington DE 19801, its successors and assigns, all its right, title and interest in and to a certain Deed of Trust executed by Mary Crutchfield Handelsman, an unmarried woman, and bearing the date of January 8, 2003, and recorded in the Blaine County, Idaho Recorder's Office, in Instrument Number 476976 on January 15, 2003.

Property location is: 402 #A Sage Road, Ketchum, Idaho 83340

Original Mortgage Amount: \$665,000.00

Legal Description: See Attached Exhibit A – Legal Description

Signed on the 2<sup>nd</sup> day of April, 2015.



Mortgage Electronic Registration Systems, Inc  
Mark A. Davis, Assistant Secretary

State of Tennessee        }  
County of Sumner         }

On the 2<sup>nd</sup> day of April, 2015, before me, Jean K Peterson, a Notary Public, personally appeared Mark A Davis, to me known, who being duly sworn, did say that he is the Assistant Secretary for Mortgage Electronic Registration Systems, Inc, and that said instrument was signed on behalf of said corporation.

*Jean K Peterson*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 11/23/15

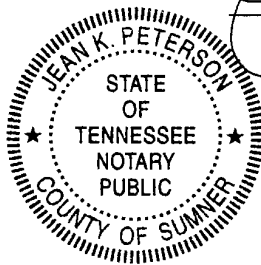




EXHIBIT "A"  
LEGAL DESCRIPTION

**SUBLOT 1 OF LIVING SPRINGS TRACTS, BLAINE COUNTY, IDAHO, ACCORDING TO THE  
OFFICIAL PLAT THEREOF, RECORDED OCTOBER 3, 2001 AS INSTRUMENT NO. 456235,  
RECORDS OF BLAINE COUNTY, IDAHO.**



491 N. Main Street, Suite 102  
Ketchum, ID 83340

ELECTRONICALLY RECORDED-DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT

**Instrument # 689115**

HAILEY, BLAINE, IDAHO  
12-01-2021 1:15:39 PM No. of Pages: 1  
Recorded for: PIONEER TITLE COMPANY OF BLAINE COUNT  
STEPHEN MCDUGALL GRAHAM Fee: \$15.00  
Ex-Officio Recorder Deputy: CWB  
Electronically Recorded by Simplifile

**Instrument # 691850**

HAILEY, BLAINE, IDAHO  
03-01-2022 2:32:21 PM No. of Pages: 1  
Recorded for: PIONEER TITLE COMPANY OF BLAINE COUNT  
STEPHEN MCDUGALL GRAHAM Fee: \$15.00  
Ex-Officio Recorder Deputy: JB  
Electronically Recorded by Simplifile

File No. 790323 /JD

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE GRANTEE.

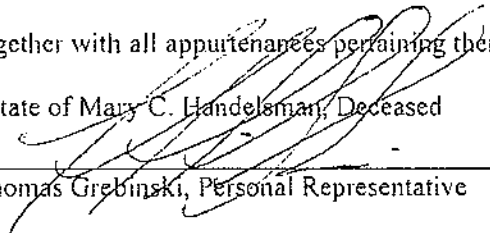
**PERSONAL REPRESENTATIVE'S DEED**

This Personal Representative's Deed is made November 18, 2021 by Grantor, Thomas Grebinski, Personal Representative for the Estate of Mary C. Handelsman, also shown of record as Mary Crutchfield Handelsman, Deceased, being the duly qualified personal representative of such Estate filed in Blaine County, State of Idaho Probate No. CV07-21-00532, and does for valuable consideration, hereby sell and convey to ~~790323 Pioneer Exchange LLC, a Blaine, Idaho, LLC, an Idaho limited liability company,~~ Grantee, whose address is c/o Sage Mountainside LLC PO Box 3250 Ketchum, ID 83340 the following described real property situated in Blaine County, Idaho: ~~\*\*Sage Mountainside LLC, an Idaho limited liability~~

~~company~~  
Sublot 1 and Sublot 2 of LIVING SPRINGS TOWNHOMES, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 456235, records of Blaine County, Idaho.

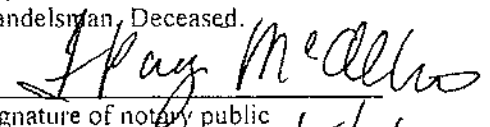
together with all appurtenances pertaining thereto.

Estate of Mary C. Handelsman, Deceased

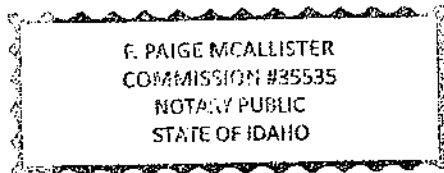
  
\_\_\_\_\_  
Thomas Grebinski, Personal Representative

State of Idaho, County of Blaine

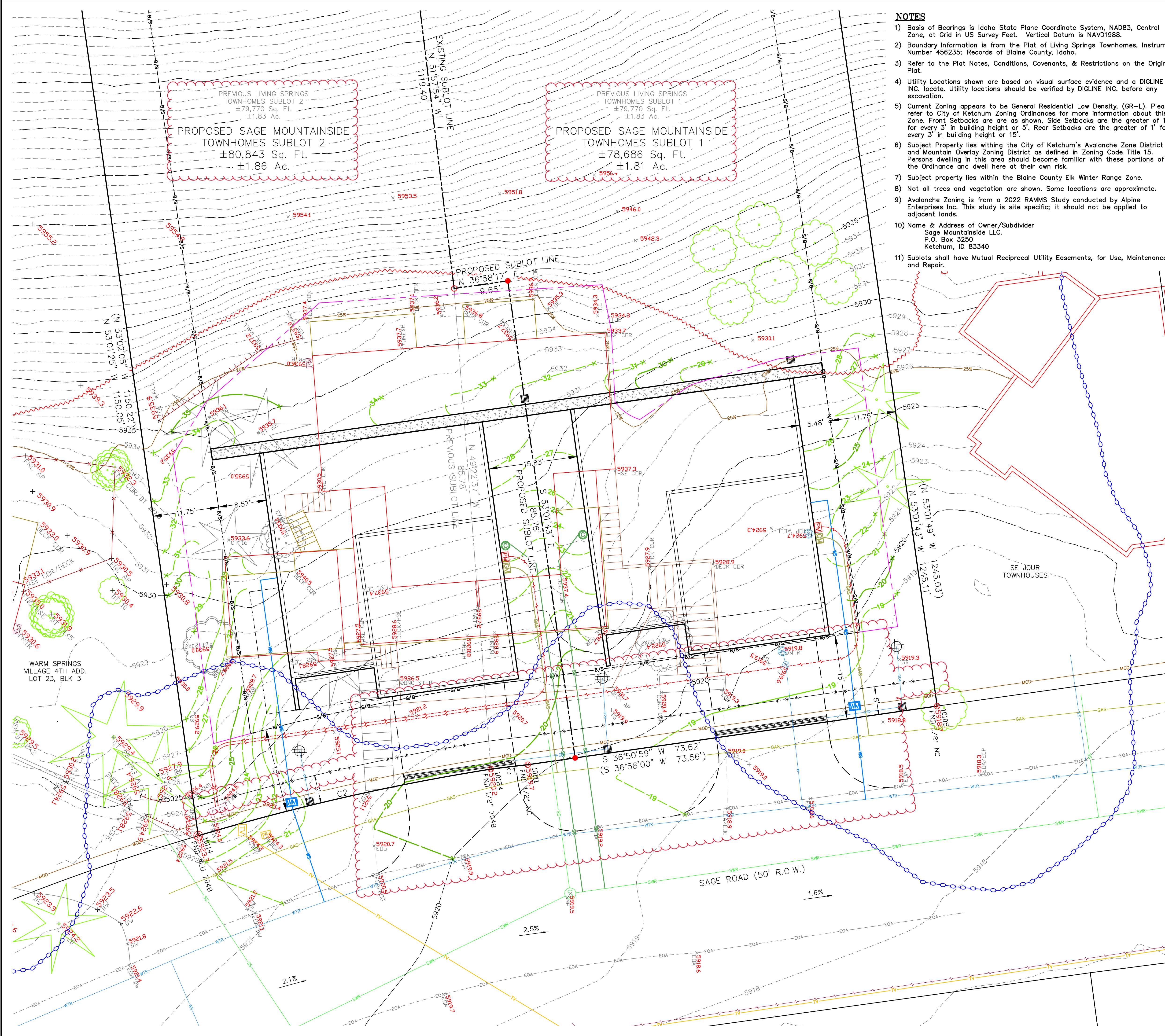
This record was acknowledged before me on 11/19/21 by Thomas Grebinski, as Personal Representative of the Estate of Mary C. Handelsman, also shown of record as Mary Crutchfield Handelsman, Deceased.

  
\_\_\_\_\_  
Signature of notary public

Commission Expires: 1/5/24



Attachment D:  
Application Materials: Townhouse  
Preliminary Plat Plan Set



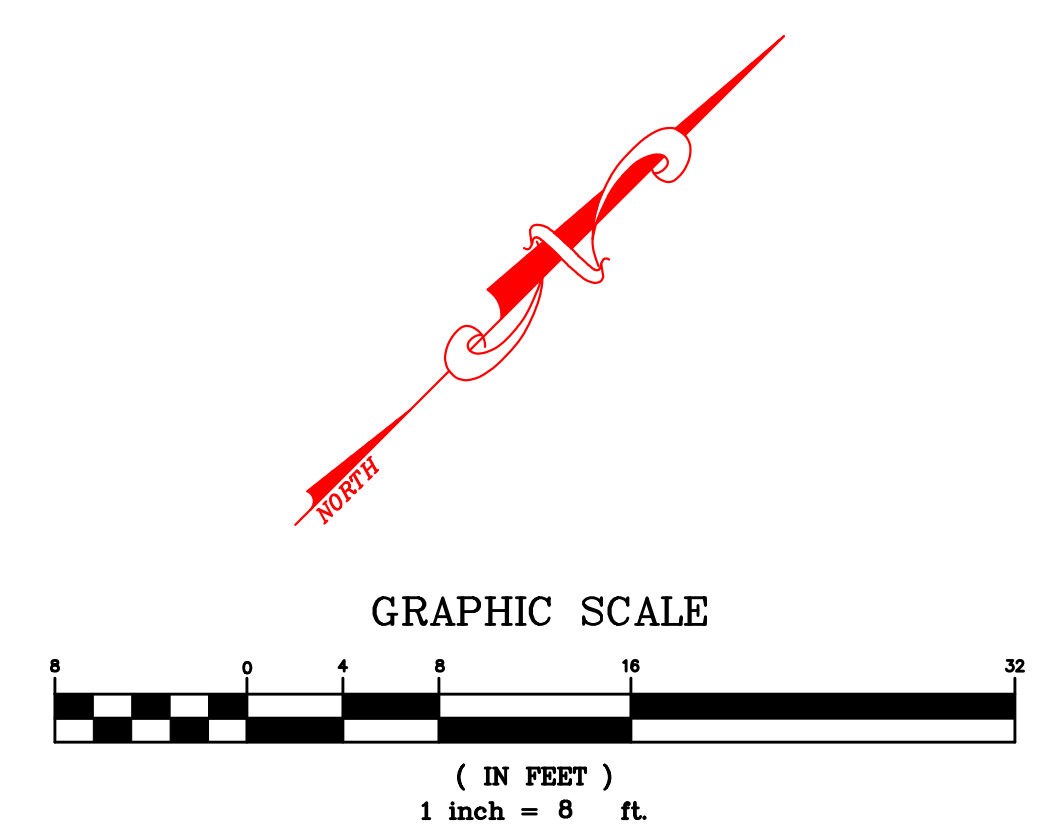
**NOTES**

- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Vertical Datum is NAVD1988.
- 2) Boundary Information is from the Plat of Living Springs Townhomes, Instrument Number 456235; Records of Blaine County, Idaho.
- 3) Refer to the Plat Notes, Conditions, Covenants, & Restrictions on the Original Plat.
- 4) Utility Locations shown are based on visual surface evidence and a DIGLINE INC. locate. Utility locations should be verified by DIGLINE INC. before any excavation.
- 5) Current Zoning appears to be General Residential Low Density, (GR-L). Please refer to City of Ketchum Zoning Ordinances for more information about this Zone. Front Setbacks are as shown, Side Setbacks are the greater of 1' for every 3' in building height or 5'. Rear Setbacks are the greater of 1' for every 3' in building height or 15'.
- 6) Subject Property lies within the City of Ketchum's Avalanche Zone District and Mountain Overlay Zoning District as defined in Zoning Code Title 15. Persons dwelling in this area should become familiar with these portions of the Ordinance and dwell here at their own risk.
- 7) Subject property lies within the Blaine County Elk Winter Range Zone.
- 8) Not all trees and vegetation are shown. Some locations are approximate.
- 9) Avalanche Zoning is from a 2022 RAMMS Study conducted by Alpine Enterprises Inc. This study is site specific; it should not be applied to adjacent lands.
- 10) Name & Address of Owner/Subdivider  
Sage Mountainside LLC.  
P.O. Box 3250  
Ketchum, ID 83340
- 11) Sublots shall have Mutual Reciprocal Utility Easements, for Use, Maintenance, and Repair.

**LEGEND**

- Subject Boundary
- Existing/Proposed Sublot Line
- Previous Sublot Line
- Adjoiners Boundary
- Existing Building Setback (See Note 5)
- Existing Building Setback (per Plat)
- Existing 5' Public Utility Easement
- EOA = Existing Edge of Asphalt Roadway
- HSE = Existing Structure
- DECK = Existing Deck
- CONC = Existing Concrete
- Existing Structure/Deck
- EOG/DW = Existing Edge of Gravel Driveway
- Proposed Structure
- Proposed Concrete Avalanche Protection Wall
- Proposed Deck Line
- Proposed Paver Driveway
- Mountain Overlay District (City of Ketchum)
- 25% Slope Line (Alpine 2022)
- Existing 5' Major Contour Line (Alpine 2022)
- Existing 1' Minor Contour Line (Alpine 2022)
- Proposed 5' Major Contour
- Proposed 1' Minor Contour
- Existing Wooden Fence
- Existing Retaining Wall
- Existing Overhead Power
- Proposed Underground Power
- Existing Water Main
- Existing Water Service
- Proposed Water Service
- Proposed 6" Dia. PVC Storm Drain Pipe
- Existing Sewer Main
- Existing Sewer Service
- Proposed Sewer Service
- Existing Gas Main
- Proposed Gas Service
- Existing CA/TV
- Red Avalanche Hazard Zone (Alpine 2022)
- Blue Avalanche Hazard Zone (Alpine 2022)
- FND 1/2" = Found 1/2" Rebar
- FND ALU = Found Aluminum Cap
- SET 1/2" = Set 1/2" Rebar, PLS 7048
- PP = Existing Power Pole
- SMH = Existing Sewer Manhole
- Proposed Sewer Cleanout
- WV = Existing Water Valve
- WM = Existing Water Meter
- WELL = Existing Well
- Proposed Water Meter
- PHBOX = Existing Phone Box
- TVBOX = Existing CA/TV Box
- PBOX = Existing Power Box
- Proposed Power Meter
- Proposed Gas Meter
- Existing Road Grade
- CT = Existing Conifer Tree
- DT = Existing Deciduous Tree
- CT = Existing Conifer Tree (To Be Removed)
- DT = Existing Deciduous Tree (To Be Removed)
- Spot Elevation
- Proposed Landscape Dry Well
- Proposed Heated Landscape Catch Basin
- Proposed 6" Driveway Trench Drain
- NC No Cap
- COR Corner
- GB Grade Break
- TOE Toe of Slope
- TOP Top of Slope
- THRESH Threshold
- PARTY Party Wall
- TG Top of Gravel
- HOT Hot Tub
- ( ) Record Bearing & Distance per Inst. No. 456235
- [ ] Record Bearing & Distance per Inst. No. 115701

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
CT	404.52'	6.62'	6.62'	S 38°13'34" W
(C1)	(404.52')	(6.63')	(6.63')	(S 36°29'50" W)
C2	404.52'	53.42'	53.38'	N 32°10'00" E
(C2)	(404.52')	(53.37')	(53.33')	(N 32°14'53" E)



PROJECT PATH AND PRINT DATE U:\LD3\214\_L22B3WSV4\_CS\_214\_SageMountainsideTHMS\_PrefPlat2022.dwg 3/2/23 3:38:29 PM MST  
 ALPINE ENTERPRISES INC.  
 Surveying, Mapping, Civil Engineering,  
 and Natural Hazards Consulting  
 660 Bell Dr., Unit 1  
 P.O. Box 2037, Ketchum, ID 83340 USA  
 (208) 727-1988  
 email: tam@alpineenterprisesinc.com

NO	DATE	BY	REVISIONS
1	08DEC22	AHN	
1	02MAR23	AHN	

WITHIN S11 & S14, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR SAGE MOUNTAINSIDE LLC.

A PRELIMINARY PLAT SHOWING  
 SAGE MOUNTAINSIDE TOWNHOMES  
 PREPARED FOR SAGE MOUNTAINSIDE LLC.

SHEET 1 OF 1

**TOWNHOME DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SAGE MOUNTAINSIDE  
TOWNHOMES**

---

THIS DECLARATION is made on the \_\_\_\_\_ Day of \_\_\_\_\_ 2022 by Sage Mountainside LLC, a limited liability, (collectively "Declarant").

**RECITALS**

- A. Declarant is the owner of certain real property described as Sage Mountainside Townhomes Sublot 1 and Sublot 2 according to the official plat thereof, recorded as Instrument No. \_\_\_\_\_, Blaine County, Idaho ("Property").
- B. The Property is presently improved by two unattached townhome residential family dwellings thereon described as Sublot 1 and Sublot 2, Sage Mountainside Townhomes, Blaine County, Idaho.
- C. The street address of Sublot 1 is 402 Sage Road #A, Ketchum, ID 83340. The street address of Sublot 2 is 402 Sage Road #B, Ketchum, ID 83340.
- D. Declarant intends that townhome subplot owners of Sage Mountainside Townhomes shall be subject to this Declaration and shall be members of the management body created hereby.

**DECLARATION**

NOW, THEREFORE, DECLARANT HEREBY DECLARES THAT:

1. **Declaration.** This Declaration is hereby established upon Sage Mountainside Townhomes in furtherance of a general plan for improvement and sale of townhome sublots within the Property for the purpose of enhancing and perfecting the value of each townhome unit therein, and for the benefit of each owner of a townhome unit in Sage Mountainside Townhomes.

a) Townhome sublots within Sage Mountainside 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 Sage Mountainside Townhomes real property and all townhome 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 Sage Mountainside Townhomes or any portion thereof.

2. Definitions.

a) Townhome Sublot. A "townhome sublot" means an estate in real property with a fee interest in a townhome sublot shown and described on the plat for Sage Mountainside Townhomes.

b) Townhome Unit. A "townhome unit" means a building on a townhome sublot shown and described on the plat for Sage Mountainside Townhomes.

3. Property Rights.

a) Utilities. All townhome sublot owners shall have mutual non-exclusive reciprocal easements for existing and future water, cable tv, sewage, telephone and electrical lines under and across their townhome units and townhome 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.

b) Encroachments. If any portion of a townhome sublot or unit encroaches on the other townhome sublot or unit, regardless of the cause, a valid easement exists for such encroachment and for the maintenance of it so long as it remains.

c) Drywells. There are approximately four (4) dry wells located on the Property as shown on Exhibit "A" attached hereto and by this reference made a part hereof. A reciprocal easement for maintenance and repair exists for the dry wells and connecting underground conduit. Each sublot owner is responsible to keep the dry well and connecting conduit on their sublot free from debris. Both sublot owners are equally responsible to keep the dry wells on their common sublot property boundary free from debris.

d) Shared Avalanche Wall. Owners of sublot 1 and sublot 2 agree to share in the maintenance and repairs of the avalanche wall.

4. Use Restrictions.

a) Residential Use. The townhome sublots are restricted to residential uses

permitted by the Ketchum Zoning Ordinance as amended from time to time.

b) Maintenance. Each owner of a townhome subplot shall be responsible for maintaining their townhome subplot landscaping and all improvements thereon in a clean, sanitary, and attractive condition.

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

5. Parking Restrictions. No inoperative vehicle, unsightly vehicle, or any improperly parked or stored vehicle shall be located on a townhome subplot.

6. External Fixtures. No television or radio poles, antenna, flag poles, clotheslines, or other external fixtures other than those originally installed by Declarant or unanimously approved by the subplot owners shall be constructed, erected or maintained on or within Sage Mountainside Townhomes.

7. Trash. Trash, garbage or other waste shall be keep only in sanitary containers situated within the garage of the townhome unit. No owner shall permit or cause any trash or refuse to be keep on any portion of the Sage Mountainside Townhomes other than receptacles customarily used for it, which shall be located in the garage of the townhome unit, except on the scheduled day for trash pickup.

8. Architectural Control.

a) Architectural Committee. The architectural committee shall be the subplot owners of Sage Mountainside Townhomes as constituted from time to time. The architectural committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations that affect the exterior of Sage Mountainside Townhomes conform and harmonize with the existing structures as to external design, materials, color and topography.

b) Approval. No improvements of any kind or of any nature shall ever be altered, constructed, erected or permitted, nor shall any excavating, clearing or landscaping be done on any townhome subplot within Sage Mountainside Townhomes unless the same are approved by the architectural committee prior to the commencement of such work. The management body shall consider the materials to be used on the exterior features of said proposed improvements, including exterior colors and harmony of the exterior design with existing structures within Sage Mountainside Townhomes.

9. Insurance. The townhome subplot owners shall provide and be responsible for their







Attachment E:  
Application Materials: Conditional Use  
Permit Application & Supplemental  
Materials



**City of Ketchum  
Planning & Building**

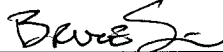
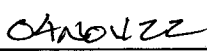
OFFICIAL USE ONLY
File Number:
Date Received:
By:
Fee Paid:
Approved Date:
Denied Date:
By:

**Conditional Use Permit Application**

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 191 5th St. West, Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code.

OWNER INFORMATION	
Project Name: SAGE MOUNTAINSIDE TOWNHOMES	
Name of Owner of Record: SAGE MOUNTAINSIDE LLC.	
Physical Address: 402 SAGE ROAD , UNITS A + B	
Property Legal Description: LIVING SPRINGS TOWNHOMES , SUBLOTS 1 + 2	
Property Zoning District: GENERAL RESIDENTIAL LOW DENSITY (GR-L)	
Contact Phone: (208) 727-1988	Contact Email: bsmith@alpineenterprisesinc.com
PROJECT INFORMATION	
Description of Proposed Conditional Use: TO ALLOW FOR A NEW AVALANCHE WALL TO PROTECT THE 2 PROPOSED TOWNHOUSE UNITS.	
Description of Proposed and Existing Exterior Lighting: NO EXTERIOR LIGHTING IS ASSOCIATED WITH THE AVALANCHE STRUCTURE.	
ADDITIONAL COMMENTS	
SEE ATTACHED NARRATIVE, ENGINEERING STATEMENT	
ACCOMPANYING SUPPORTING INFORMATION REQUIRED	
<ul style="list-style-type: none"> <li>• Existing Site Plan</li> <li>• Proposed Site Plan</li> <li>• Landscape Plan</li> <li>• Grading and Drainage Plan</li> <li>• Exterior Lighting Plan and Specifications</li> <li>• Other plans and studies related to the social, economic, fiscal, environmental, traffic, and other effects of the proposed conditional use, as required by the Administrator</li> </ul>	

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, city officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests and business invitees and not caused by or arising out of the tortious conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

---

Applicant Signature: BRUCE SMITH, PLS  
 REPRESENTATIVE'S: ALPINE ENTERPRISES INC.

Date

# ALPINE ENTERPRISES INC.

Surveying, Mapping, Civil Engineering, GPS, GIS and Natural Hazards Consulting

Alex Nelson, PE  
Alpine Enterprises Inc.  
P.O. Box 2037  
Ketchum, ID 83340  
(208) 727-1988  
alexnelson@alpineenterprisesinc.com

December 5<sup>th</sup>, 2022

City of Ketchum  
Planning & Building Department

## **RE: 402 Sage Road – Conditional Use Permit Application**

Living Springs Townhomes  
Ketchum, ID 83340

Please find the attached Conditional Use Permit Application and plans for the proposed Sage Mountainside Townhomes development located at 402 Sage Rd. in Ketchum, Idaho.

The owners wish to redevelop the existing Living Springs Townhomes into two new Townhouse Units that would be renamed Sage Mountainside Townhomes. The Subject Property is located within the City of Ketchum's Avalanche Zoning District. As a result, any new development within this Zone must be designed to withstand the potential avalanche forces, to not deflect avalanche runout towards the property of others, and to not increase the danger to persons or property. The current Townhouse development was constructed in 1966, before avalanche design requirements were implemented, and consequently is not safe from avalanche danger.

We have worked with the Owners, the Designers at Connect Homes, and Scott Heiner PE with RLB Architectura to make this an avalanche aware design from the inception. Numerous meetings with the Owners, Connect Homes, and RLB Architectura have resulted in what we believe to be the best location and orientation for the proposed residence. The goal was to keep the structures and the surrounding property as safe as possible while still maintaining the Owners vision for their property. An important aspect of the design was to be deflection neutral. The design also adds an element of safety to the existing down path residences. The proposed structures were oriented perpendicular to the avalanche flow direction in order to not deflect avalanche runout towards the property of others. Any snow momentarily deflected by the protection wall will be immediately entrained by the rest of the slide as it passes by ensuring there will not be increased risks to neighboring properties. The structures were also located immediately adjacent to the minimum front yard setback in an attempt to reduce the potential avalanche forces associated with Red Hazard Zones. It should be remembered that persons and property inside an avalanche resistant structure will be safe from avalanche danger, but persons or property on the outside of a proposed structure could be at risk.

According to the structural plans by RLB, dated November 15<sup>th</sup>, 2022, the height of the proposed avalanche protection wall would range between 13' above finish grade at the Southwesterly property boundary and 21' above finish grade at the Northeasterly property boundary.

### Conditional Use Permit Criteria:

- A. *The characteristics of the conditional use will not be unreasonably incompatible with the types of uses permitted in the applicable zoning district.*
  - The surrounding neighborhood and adjacent properties have all been developed with similar avalanche protection structures. The neighboring properties that do not have similar avalanche mitigation structures were developed before it was a requirement.
  
- B. *The conditional use will not materially endanger the health, safety, and welfare of the community.*
  - The proposed structure will not endanger the health, safety, and welfare of the community as far as any development within an Avalanche Hazard zone can be considered, but as long as the City allows development within Avalanche Hazard Zones, we feel that the owner has a vested right to responsibly develop this property. The existing structure on the subject property as well as numerous neighboring properties were developed before avalanche protection was a requirement. These structures have endangered the health, safety, and welfares of the community and have also created the need for stricter codes and enforcement. The proposed development would replace an existing nonconforming

structure, act as a mitigation structure for downslope properties, and would decrease the risks to the community.

- C. *The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood.*
  - The proposed development is within a platted subdivision that was recorded in 1961. The subject property was identified as being within an Avalanche Zone by the City of Ketchum in 1979. The vehicular and pedestrian traffic associated with this property would be consistent with every other lot and development within the subdivision.
  
- D. *The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area, or conditions can be established to mitigate adverse impacts.*
  - The proposed development is within a platted subdivision that was recorded in 1961 and the property is currently serviced by City water and sewer.
  
- E. *The conditional use is not in conflict with the policies of the comprehensive plan or the basic purposes of this chapter.*
  - The proposed development does not conflict with the policies of the City's Comprehensive Plan or the basic purpose of the Conditional Use requirements.

Should you need further information, please do not hesitate to contact me.

Sincerely,  
Alex Nelson, P.E.



November 29, 2022

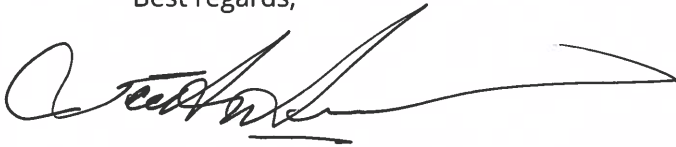
City of Ketchum, Idaho Building Authority

Re: Sage Mountainside Townhomes. 400 Sage Road and 402 Sage Road, Ketchum, Idaho

To whom it may concern,

The above referenced project Avalanche/Soil Retaining wall has been structurally designed to resist Avalanche Loads as provided by Alpine Enterprises Inc. "Snow Avalanche Hazard Study showing Sage Mountainside Townhomes" dated September 30<sup>th</sup>, 2022, and Soil Active Pressures as provided by Butler Associates, Inc. geotechnical report dated August 12, 2022.

Best regards,



Scott M. Heiner P.E.



Attachment F:  
Application Materials: Conditional Use  
Permit Plan Set

# ALPINE ENTERPRISES INC.

Surveying, Mapping, Civil Engineering, GPS, GIS and Natural Hazards Consulting

Alex Nelson, PE  
Alpine Enterprises Inc.  
P.O. Box 2037  
Ketchum, ID 83340  
(208) 727-1988  
alexnelson@alpineenterprisesinc.com

December 5<sup>th</sup>, 2022

City of Ketchum  
Planning & Building Department

## **RE: 402 Sage Road – Conditional Use Permit Application**

Living Springs Townhomes  
Ketchum, ID 83340

Please find the attached Conditional Use Permit Application and plans for the proposed Sage Mountainside Townhomes development located at 402 Sage Rd. in Ketchum, Idaho.

The owners wish to redevelop the existing Living Springs Townhomes into two new Townhouse Units that would be renamed Sage Mountainside Townhomes. The Subject Property is located within the City of Ketchum's Avalanche Zoning District. As a result, any new development within this Zone must be designed to withstand the potential avalanche forces, to not deflect avalanche runout towards the property of others, and to not increase the danger to persons or property. The current Townhouse development was constructed in 1966, before avalanche design requirements were implemented, and consequently is not safe from avalanche danger.

We have worked with the Owners, the Designers at Connect Homes, and Scott Heiner PE with RLB Architectura to make this an avalanche aware design from the inception. Numerous meetings with the Owners, Connect Homes, and RLB Architectura have resulted in what we believe to be the best location and orientation for the proposed residence. The goal was to keep the structures and the surrounding property as safe as possible while still maintaining the Owners vision for their property. An important aspect of the design was to be deflection neutral. The design also adds an element of safety to the existing down path residences. The proposed structures were oriented perpendicular to the avalanche flow direction in order to not deflect avalanche runout towards the property of others. Any snow momentarily deflected by the protection wall will be immediately entrained by the rest of the slide as it passes by ensuring there will not be increased risks to neighboring properties. The structures were also located immediately adjacent to the minimum front yard setback in an attempt to reduce the potential avalanche forces associated with Red Hazard Zones. It should be remembered that persons and property inside an avalanche resistant structure will be safe from avalanche danger, but persons or property on the outside of a proposed structure could be at risk.

According to the structural plans by RLB, dated November 15<sup>th</sup>, 2022, the height of the proposed avalanche protection wall would range between 13' above finish grade at the Southwesterly property boundary and 21' above finish grade at the Northeasterly property boundary.

### Conditional Use Permit Criteria:

- A. *The characteristics of the conditional use will not be unreasonably incompatible with the types of uses permitted in the applicable zoning district.*
  - The surrounding neighborhood and adjacent properties have all been developed with similar avalanche protection structures. The neighboring properties that do not have similar avalanche mitigation structures were developed before it was a requirement.
  
- B. *The conditional use will not materially endanger the health, safety, and welfare of the community.*
  - The proposed structure will not endanger the health, safety, and welfare of the community as far as any development within an Avalanche Hazard zone can be considered, but as long as the City allows development within Avalanche Hazard Zones, we feel that the owner has a vested right to responsibly develop this property. The existing structure on the subject property as well as numerous neighboring properties were developed before avalanche protection was a requirement. These structures have endangered the health, safety, and welfares of the community and have also created the need for stricter codes and enforcement. The proposed development would replace an existing nonconforming



structure, act as a mitigation structure for downslope properties, and would decrease the risks to the community.

- C. *The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood.*
  - The proposed development is within a platted subdivision that was recorded in 1961. The subject property was identified as being within an Avalanche Zone by the City of Ketchum in 1979. The vehicular and pedestrian traffic associated with this property would be consistent with every other lot and development within the subdivision.
  
- D. *The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area, or conditions can be established to mitigate adverse impacts.*
  - The proposed development is within a platted subdivision that was recorded in 1961 and the property is currently serviced by City water and sewer.
  
- E. *The conditional use is not in conflict with the policies of the comprehensive plan or the basic purposes of this chapter.*
  - The proposed development does not conflict with the policies of the City's Comprehensive Plan or the basic purpose of the Conditional Use requirements.

Should you need further information, please do not hesitate to contact me.

Sincerely,  
Alex Nelson, P.E.



November 29, 2022

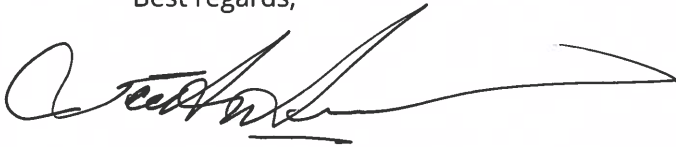
City of Ketchum, Idaho Building Authority

Re: Sage Mountainside Townhomes. 400 Sage Road and 402 Sage Road, Ketchum, Idaho

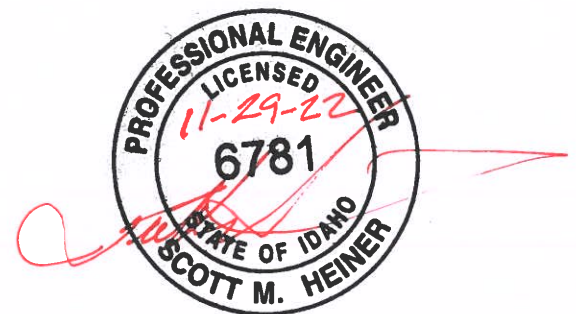
To whom it may concern,

The above referenced project Avalanche/Soil Retaining wall has been structurally designed to resist Avalanche Loads as provided by Alpine Enterprises Inc. "Snow Avalanche Hazard Study showing Sage Mountainside Townhomes" dated September 30<sup>th</sup>, 2022, and Soil Active Pressures as provided by Butler Associates, Inc. geotechnical report dated August 12, 2022.

Best regards,



Scott M. Heiner P.E.



Attachment G:  
Zoning and Dimensional Standards  
Evaluation



402 Sage Townhomes  
COMPLIANCE WITH ZONING REGULATIONS

Compliance with Zoning and Dimensional Standards				
Compliant			Standards and Findings	
Yes	No	N / A	Ketchum Municipal Code	City Standards and Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<b>Minimum Lot Area</b>
			Finding	<b>Required:</b> 8,000 square feet minimum <b>Existing:</b> 159,529 square feet (3.66 acres)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<b>Building Coverage</b>
			Finding	<b>Permitted:</b> 35% <b>Proposed:</b> 6% (10,158 square feet / 159,529 square feet lot area)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<b>Minimum Building Setbacks</b>
			Finding	<b>Minimum Required Setbacks:</b> Front: 15' Side: > of 1' for every 3' in building height, or 5' (11'-7" required) Rear: > of 1' for every 3' in building height, or 15'  <b>Proposed:</b> Front (Sage Road): 15' Side (east): 12' – 3" Side (west): 12' – 3" Rear (north): 1083' – 2 ½"
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<b>Building Height</b>
			Finding	<b>Maximum Permitted:</b> 35' <b>Proposed:</b> 34' – 9 ¼"
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.030.H	<b>Curb Cut</b>
			Finding	<b>Permitted:</b> A total of 35% of the linear footage of any street frontage can be devoted to access off street parking. <b>Proposed:</b> 30% (40-foot-wide driveway/132 feet of frontage along Sage Road)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.020.A.2 & 17.125.050	<b>Parking Spaces</b>
			Finding	Off-street parking standards of this chapter apply to any new development and to any new established uses. <b>Required:</b> Residential multiple-family dwelling in all districts except CC, T, T-3000, T-4000, and LI-1, LI-2, and LI-3: Units 2,001 square feet and above require 2 parking spaces. <b>Proposed:</b> The applicant is proposing two parking spaces within either enclosed garage.

Attachment H:  
Mountain Overlay Design Review Standards  
Evaluation



402 Sage Rd Townhomes  
MOUNTAIN OVERLAY DESIGN REVIEW STANDARDS ANALYSIS

Mountain Overlay Design Review Standards (KMC §17.104.070.A)					
Compliant			Standards and Findings		
Yes	No	N/A	Ketchum Municipal Code	City Standards and Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070.A.1	There is no building on ridges or knolls which would have a material visual impact on a significant skyline visible from a public vantage point entering the City or within the City. Material, as the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this Ordinance.	
			Findings	The project is not sited on a ridge or knoll that would have a material visual impact on a significant skyline visible from a public vantage point entering or within the city. The proposed detached townhomes are sited at the lowest elevation of the parcel preserving the natural topography of the hillside above. The proposal also features the buildings further down the hillside compared to the existing townhouse on the property.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070.A.2	Building, excavating, filling and vegetation disturbance on hillsides which would have a material visual impact visible from a public vantage point entering the City or within the City is minimized. Material, as the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this Ordinance.	
			Findings	As the proposal occurs at the lowest portion of the subject property, all building, excavating, filling and vegetation disturbance will not occur at a point on the hillside which has a material visual impact visible from a public vantage point.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070.A.3	Driveway standards as well as other applicable standards contained in Street Standards Chapter 12.04 are met.	
			Findings	<p>The proposed driveway improvements have been reviewed by the City Engineer, Streets Department, and Fire Department. The driveway improvements comply with all applicable standards for private driveway specified in Ketchum Municipal Code §12.03.030.L.</p> <p>If approved, the applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho that provide specifications for the proposed driveway and right-of-way improvements for final review and approval by the City Engineer and Streets Department prior to issuance of a building permit for the project.</p>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070.A.4	All development shall have access for fire and other emergency vehicles to within one hundred fifty feet (150') of the furthest exterior wall of any building.	

			<b>Findings</b>	Sufficient access is provided for fire and other emergency vehicles to reach within 150 feet of the furthest exterior wall of the building. The Fire Department has reviewed the project plans and has found that all access requirements for emergency vehicles have been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.104.070.A.5</b>	<b>Significant rock outcroppings are not disturbed.</b>
			<b>Findings</b>	There are no significant rock outcroppings within the property boundary of the subject property
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.104.070.A.6</b>	<b>International Building Code (IBC) and International Fire Code (IFC) and Ketchum Fire Department requirements shall be met.</b>
			<b>Findings</b>	The project must comply with the 2018 International Residential Code, the 2018 International Fire Code, all local amendments specified in Title 15 of Ketchum Municipal Code, and Ketchum Fire Department requirements. All building code and Fire Department requirements will be verified for compliance by the Building and Fire departments prior to building permit issuance.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.104.070.A.7</b>	<b>Public water and sewer service comply with the requirements of the City.</b>
			<b>Findings</b>	As shown on C1.0 of the project plans, the applicant has proposed connecting to the municipal water and sewer systems from existing lines within Sage Road. Requirements and specification for the water and sewer connections will be verified, reviewed, and approved by the Utilities Department prior to issuance of a Building Permit for the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.104.070.A.8</b>	<b>Drainage is controlled and maintained to not adversely affect other properties.</b>
			<b>Findings</b>	Pursuant to KMC §17.96.060.C.1, all storm water drainage shall be retained on site. Drainage improvements are specified on Sheet C1.0 of the project plans. The drainage improvements include the installation of a trench drain bordering the length of both driveways. A combination of drywells and catch basins will be installed to collect stormwater from the rest of the property. The City Engineer has reviewed the proposed drainage plan and believes the trench drain and drywell improvements are sufficient to maintain all storm water drainage on-site.  All drainage plans and specifications shall be reviewed and approved by the City Engineer and Streets Department prior to issuance of a Building Permit for the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.104.070.A.9</b>	<b>Cuts and fills allowed for roadways shall be minimized; lengths of driveways allowed shall be minimized; all cuts and fills shall be concealed with landscaping, revegetation and/or natural stone materials.</b>
				<b>Revegetation on hillsides with a clear zone of thirty feet (30') around all structures is recommended. Said clear zone shall include low combustible irrigated vegetation with appropriate species, on file with</b>

				<b>the Ketchum planning department. Revegetation outside of this clear zone should be harmonious with the surrounding hillsides.</b>
			<b>Findings</b>	<p>The proposed detached townhomes are sited at the minimum front yard setback, reducing the length of the driveways. The portion of the subject property immediately adjacent to Sage Rd is utilized by an existing driveway, reducing the need for cut and fill of the proposed driveways.</p> <p>The landscape plan proposes a variety of trees, shrubs, and grasses that will conceal any cuts and fills the project has.</p> <p>The Fire Department has reviewed the project plans and has not recommended a 30-foot-clear-zone for the project. Fire Protection Ordinance No. 1217 (KMC §15.08.080) requires that: (1) tree crowns extending within 10 feet of any structure shall be pruned to maintain a minimum horizontal clearance of 10 feet, (2) tree crowns within 30 feet of any structure shall be pruned to remove limbs less than 6 feet above the ground surface adjacent to trees, and (3) non-fire resistive vegetation or growth shall be kept clear of buildings and structures in order to provide a clear area for fire suppression operations. The project complies with the fire protection and defensible space standards specified in KMC §15.08.080.</p>
			<b>17.104.070.A.10</b>	<b>There are not other sites on the parcel more suitable for the proposed development in order to carry out the purposes of this Ordinance.</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Findings</b>	The proposed townhomes are situated at the minimum required front yard setback of 15'. Still, the eastern townhouse does encroach into the 25% slope area. Staff has requested feedback from the Commission to determine whether the siting of the proposed townhouses conforms to this criteria and Planning & Zoning Interpretation 22-001.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.104.070.A.11</b>	<b>Access traversing 25% or greater slopes does not have significant impact on drainage, snow and earth slide potential and erosion as it relates to the subject property and to adjacent properties.</b>
			<b>Findings</b>	No access traversing 25% or greater slopes is proposed.
			<b>17.104.070.A.12</b>	<b>Utilities shall be underground.</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Findings</b>	The utility improvements are indicated on Sheet C1.0 of the project plans. The redevelopment project will utilize sewer, gas, and electrical service from Sage Rd. The Utilities Department reviewed the project plans and the service connections complies with city requirements. Pursuant to condition no. 4, the applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho that provide specifications for the proposed utility improvements for final review and approval by the Utilities Department prior to issuance of a building permit for the project.



<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.104.070.A.13</b>	<b>Limits of disturbance shall be established on the plans and protected by fencing on the site for the duration of construction.</b>
			<b>Findings</b>	Sheet D-5.0 shows that the new detached townhomes and all associated site improvements are contained within the existing limits of disturbance on the subject property. The applicant has submitted a preliminary construction management plan that indicates the limits of disturbance will be protected by fencing during construction. A construction management plan that addresses all construction activity standards specified in Ketchum Municipal Code §15.06.030 will be required to be submitted with the building permit application. City Departments will conduct a comprehensive review of the proposed construction management plan during plan review for the building permit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.104.070.A.14</b>	<b>Excavations, fills and vegetation disturbance on hillsides not associated with the building construction shall be minimized.</b>
			<b>Findings</b>	The project minimizes building, excavating, filling, and vegetation disturbance by containing all construction activity within a majority of the existing disturbed area on the subject property. The proposed cut and fill quantities are specified on Sheet C4.0. The total volume of the proposed cut is 1173.1 cubic yards. The proposed fill comes out to 21.3 cubic yards. The proposed home is sited at the lower elevation of the parcel preserving the natural topography of the hillside above. Additionally, the project proposes to further preserve the hillside by restoring and revegetating existing disturbed areas within rear- and side-yard setback areas.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>17.104.070.A.15</b>	<b>Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.</b>
			<b>Findings</b>	No significant landmarks have been identified on-site.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>17.104.070.A.16</b>	<b>Encroachments of below grade structures into required setbacks are subject to subsection 17.128.020.K of this title and shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare.</b>
			<b>Findings</b>	This standard is not applicable as the project does not propose below-grade structures that encroach into required setbacks.

Attachment I:  
Design Review Standards Evaluation



402 SAGE RD TOWNHOMES  
DESIGN REVIEW STANDARDS ANALYSIS

17.96.060.A.1 - Streets	Conformance
<i>The applicant shall be responsible for all costs associated with providing a connection from an existing City street to their development.</i>	N/A
<p><b>Finding:</b> This standard is not applicable as no new roadways or driveways are proposed with this redevelopment project. The project proposes to improve the existing driveway that accesses the property along Spruce Avenue. The applicant has proposed improving the existing driveway by re-grading to comply with Fire Department requirements, installing a snowmelt system that terminates at the front property line, and resurfacing with new asphalt.</p>	

17.96.060.A.2 - Streets	Conformance
<i>All street designs shall be approved by the City Engineer.</i>	N/A
<p><b>Finding:</b> No new streets or changes to the design of Sage Road are proposed with this project.</p>	

17.96.060.B.1 - Sidewalks	Conformance
<i>All projects under subsection 17.96.010.A of this chapter that qualify as a "substantial improvement" shall install sidewalks as required by the Public Works Department.</i>	N/A
<p><b>Finding:</b> Ketchum Municipal Code 17.124.140 outlines the zone districts where sidewalks are required when substantial improvements are made, which include the Community Core, all tourist zone districts, and all light industrial districts. The subject property is located within the GR-L Zone and sidewalks are not required to be installed for the project. This standard is not applicable.</p>	

17.96.060.B.2 - Sidewalks	Conformance
<i>Sidewalk width shall conform to the City's right-of-way standards, however the City Engineer may reduce or increase the sidewalk width and design standard requirements at their discretion.</i>	N/A
<p><b>Finding:</b> N/A. The subject property is located within the GR-L Zone and sidewalks are not required to be installed for this project.</p>	

17.96.060.B.3 - Sidewalks	Conformance
<i>Sidewalks may be waived if one of the following criteria is met:</i>	N/A
<ul style="list-style-type: none"> <li>a) <i>The project comprises an addition of less than 250 square feet of conditioned space.</i></li> <li>b) <i>The City Engineer finds that sidewalks are not necessary because of existing geographic limitations, pedestrian traffic on the street does</i></li> </ul>	

<i>not warrant a sidewalk, or if a sidewalk would not be beneficial to the general welfare and safety of the public.</i>	
<b>Finding:</b> N/A. The subject property is located within the GR-L Zone and sidewalks are not required to be installed for this project.	

<b>17.96.060.B.4 - Sidewalks</b>	<b>Conformance</b>
<i>The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.</i>	N/A
<b>Finding:</b> N/A. The subject property is located within the GR-L Zone and sidewalks are not required to be installed for this project.	

<b>17.96.060.B.5 – Sidewalks</b>	<b>Conformance</b>
<i>New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.</i>	N/A
<b>Finding:</b> N/A. Ketchum Municipal Code 17.124.140 outlines the zone districts where sidewalks are required when substantial improvements are made, which include the CC, all tourist zone districts, and all light industrial districts. The subject property is located in the GR-L Zone and sidewalks are not required to be installed for this project.	

<b>17.96.060.B.6 - Sidewalks</b>	<b>Conformance</b>
<i>The City may approve and accept voluntary cash contributions in lieu of the above described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 110 percent of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in lieu contribution shall be paid before the City issues a certificate of occupancy.</i>	N/A
<b>Finding:</b> N/A. The subject property is located within the GR-L Zone and sidewalks are not required to be installed for this project.	

<b>17.96.060.C.1 - Drainage</b>	<b>Conformance</b>
<i>All stormwater shall be retained on site.</i>	YES
<b>Finding:</b> Pursuant to KMC §17.96.060.C.1, all storm water drainage shall be retained on site. Drainage improvements are specified on Sheet C1.0 of the project plans. The drainage improvements include the installation of a trench drain bordering the length of both driveways. A combination of drywells and catch basins will be installed to collect stormwater	

from the rest of the property. The City Engineer has reviewed the proposed drainage plan and believes the trench drain and drywell improvements are sufficient to maintain all storm water drainage on-site.

All drainage plans and specifications shall be reviewed and approved by the City Engineer and Streets Department prior to issuance of a Building Permit for the project.

17.96.060.C.2 - Drainage	Conformance
<i>Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.</i>	YES
<p><b>Finding:</b> Pursuant to KMC §17.96.060.C.1, all storm water drainage shall be retained on site. Drainage improvements are specified on Sheet C1.0 of the project plans. The drainage improvements include the installation of a trench drain bordering the length of both driveways. A combination of drywells and catch basins will be installed to collect stormwater from the rest of the property. The City Engineer has reviewed the proposed drainage plan and believes the trench drain and drywell improvements are sufficient to maintain all storm water drainage on-site.</p> <p>All drainage plans and specifications shall be reviewed and approved by the City Engineer and Streets Department prior to issuance of a Building Permit for the project.</p>	

17.96.060.C.3 - Drainage	Conformance
<i>The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.</i>	YES
<p><b>Finding:</b> The City Engineer has reviewed the proposed drainage plan and believes the trench drain and drywell/catch basin improvements are sufficient to maintain all storm water drainage on-site. The City Engineer may require additional drainage improvements if necessary. If approved, the applicant shall submit final civil drawings for all drainage improvements with the building permit application to be verified, reviewed, and approved by the City Engineer and Streets Department.</p>	

17.96.060.C.4 - Drainage	Conformance
<i>Drainage facilities shall be constructed per City standards.</i>	YES
<p><b>Finding:</b> The drainage improvements include the installation of a trench drain bordering the length of both driveways. A combination of drywells and catch basins will be installed to collect stormwater from the rest of the property. The City Engineer has reviewed the proposed drainage plan and believes the proposed trench drain and drywell improvements meet city standards.</p>	

All drainage plans and specifications shall be reviewed and approved by the City Engineer and Streets Department prior to issuance of a Building Permit for the project.

17.96.060.D.1 - Utilities	Conformance
<i>All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.</i>	YES
<p><b>Finding:</b> All project costs associated with the development, including the installation of utilities, are the responsibility of the applicant. The applicant has not made requests for funding to the City for utility improvements. No funds have been provided by the City for the project.</p>	

17.96.060.D.2 - Utilities	Conformance
<i>Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.</i>	YES
<p><b>Finding:</b> As shown on C1.0 of the project plans, the applicant has proposed connecting to the municipal water and sewer systems from existing lines within Sage Road. Requirements and specification for the water and sewer connections will be verified, reviewed, and approved by the Utilities Department prior to issuance of a Building Permit for the project.</p>	

17.96.060.D.3 - Utilities	Conformance
<i>When extension of utilities is necessary all developers will be required to pay for and install two-inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with City of Ketchum standards and at the discretion of the City Engineer.</i>	N/A
<p><b>Finding:</b> The location of the subject property is already served by fiber optic cable and therefore no conduit is required in this location.</p>	

17.96.060.E.1 – Compatibility of Design	Conformance
<i>The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.</i>	NO
<p><b>Finding:</b> Pursuant to Ketchum Municipal Code §17.96.060.E1, “The project’s materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.” Sage Road features residences built at varying timeframes resulting in a diverse range of materials and architectural styles. This has resulted in a mix of architectural styles used with newer residences leaning towards a mountain modern style (flat roofs, high</p>	

percent of glazing, and less warm materials) and older residences featuring more traditional mountain architecture materials (logs and native stone with a more rustic feel). Still, the neighborhood features more traditional mountain architecture than mountain modern design. The proposed residences utilize materials more commonly used in mountain modern architecture such as cement board siding, cedarwood siding and dark bronze metal trim around windows and doors. Upon initial submittal, staff expressed concern regarding the amount of proposed glazing and lack of material differentiation. The applicant revised the project to reduce glazing along the northern elevations and introduce more wood siding at Level 1 entry patio which staff views as positive changes. Staff still believes additional revisions are needed as the current design does not meet the criteria. Staff requests the Commission review the proposal and provide feedback on whether the projects materials and coloration are complementary to the surrounding neighborhood.

17.96.060.E.2 – Compatibility of Design	Conformance
<i>Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.</i>	N/A
<b>Finding:</b> The subject property does not contain any significant landmarks	

17.96.060.E.3 – Compatibility of Design	Conformance
<i>Additions to existing buildings, built prior to 1940, shall be complementary in design and use similar material and finishes of the building being added to.</i>	N/A
<b>Finding:</b> The subject property is developed with an existing townhouse that was constructed in 1966 and is proposed to be demolished. While the existing home is more than 50 years old, the building is not designated on the city’s adopted Historic Building/Site List. Review by the Historic Preservation Commission is not required; however, a demolition permit cannot be issued for the existing residence until a 60-day waiting period has concluded (KMC §15.16.040.B3) and a complete building permit application for a replacement project on the property has been accepted by the city and required fees have been paid (KMC §17.20.010.B).	

17.96.060.F.1 – Architectural	Conformance
<i>Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.</i>	N/A
<b>Finding:</b> N/A. Ketchum Municipal Code 17.124.140 outlines the zone districts where sidewalks are required when substantial improvements are made, which include the Community Core, all tourist zone districts, and all light industrial districts. The subject property is located within the GR-L Zone and sidewalks are not required to be installed for the project. This standard is not applicable.	

17.96.060.F.2 – Architectural	Conformance
<i>The building character shall be clearly defined by use of architectural features.</i>	NO
<p><b>Finding:</b> KMC Section 17.96.060.F2 &amp; 5 state, “The building character shall be clearly defined by the use of architectural features” and “Buildings walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.” As stated previously, the proposed development includes two detached modular townhomes which are identical and utilize mountain modern design. As seen with other mountain modern developments in Ketchum, the project utilizes clean lines, large windows, and a natural color palette. Staff does have concern regarding the second and third floors with respect to the above-mentioned criteria. The buildings feature a step back after the first floor to allow for the walkout deck on the front of the building but little undulation and use of architectural features is used on the upper floors, resulting in the buildings coming off as bulky and flat. Staff provided this feedback to the applicant during department review. The applicant made revisions to include julliete balconies, steel awnings, and introduced changes to materials to create more visual interest. Staff does view these changes as positive but still sees the buildings as flat and lacking in architectural features.</p>	

17.96.060.F.3 – Architectural	Conformance
<i>There shall be continuity of materials, colors and signing within the project.</i>	YES
<p><b>Finding:</b> The project uses cement board, wood siding, and glass throughout the project.</p>	

17.96.060.F.4 – Architectural	Conformance
<i>Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.</i>	YES
<p><b>Finding:</b> No accessory structures or fences are proposed. The project proposes landscaping improvements that restore disturbed hillside areas. These landscaping improvements complement and soften the visual appearance of the single-family residence. The rear- and side-yard setback areas will be restored and revegetated with native grasses and sage brush. New aspen trees will be installed to enhance the existing grove on the property and new native chokecherries will be installed to screen utilities.</p>	

17.96.060.F.5 – Architectural	Conformance
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<i>Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.</i>	NO
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**Finding:** KMC Section 17.96.060.F2 & 5 state, “The building character shall be clearly defined by the use of architectural features” and “Buildings walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.” As stated previously, the proposed development includes two detached modular townhomes which are identical and utilize mountain modern design. As seen with other mountain modern developments in Ketchum, the project utilizes clean lines, large windows, and a natural color palette. Staff does have concern regarding the second and third floors with respect to the above-mentioned criteria. The buildings feature a step back after the first floor to allow for the walkout deck on the front of the building but little undulation and use of architectural features is used on the upper floors, resulting in the buildings coming off as bulky and flat. Staff provided this feedback to the applicant during department review. The applicant made revisions to include julliete balconies, steel awnings, and introduced changes to materials to create more visual interest. Staff does view these changes as positive but still sees the buildings as flat and lacking in architectural features.

17.96.060.F.6 – Architectural	Conformance
<i>Building(s) shall orient toward their primary street frontage.</i>	YES

**Finding:** Both townhomes are proposed to be oriented towards their primary street frontage along Sage Rd

17.96.060.F.7 – Architectural	Conformance
<i>Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.</i>	YES

**Finding:** No satellite receivers are proposed for the project. As shown on Sheet D1.0, the garage contains storage space to accommodate garbage bins. The garbage storage area will be contained with the enclosed garage and fully screened from public view.

17.96.060.F.8 – Architectural	Conformance
<i>Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.</i>	YES

**Finding:** The roof plan provided on Sheet D-2.1 shows that metal gutters will be installed on the roof system. These gutters will lead to vertical drainpipes within wall assemblies. The entry patios for both townhomes are partially covered providing weather protection for residents.

17.96.060.G.1 – Circulation Design	Conformance
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<i>Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.</i>	N/A
<b>Finding:</b> N/A. This redevelopment project is located within the Sage Road area, an existing low-density residential neighborhood. The site is not contiguous to existing pedestrian, equestrian, or bicycle easements or pathways.	

17.96.060.G.2 – Circulation Design	Conformance
<i>Awnings extending over public sidewalks shall extend five feet or more across the public sidewalk but shall not extend within two feet of parking or travel lanes within the right-of-way.</i>	N/A
<b>Finding:</b> N/A. Ketchum Municipal Code 17.124.140 outlines the zone districts where sidewalks are required when substantial improvements are made, which include the CC, all tourist zone districts, and all light industrial districts. The subject property is located in the GR-L Zone and sidewalks are not required to be installed for this project.	

17.96.060.G.3 – Circulation Design	Conformance
<i>Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian and equestrian use. Consideration shall be given to adequate sight distances and proper signage.</i>	N/A
<b>Finding:</b> N/A. The proposal is a residential development along a low traffic area on Sage Road. The driveways to both townhomes meet city standards.	

17.96.060.G.4 – Circulation Design	Conformance
<i>Curb cuts and driveway entrances shall be no closer than 20 feet to the nearest intersection of two or more streets, as measured along the property line adjacent to the right-of-way. Due to site conditions or current/projected traffic levels or speed, the City Engineer may increase the minimum distance requirements.</i>	YES
<b>Finding:</b> The proposed driveways are further than 20 feet away from the nearest intersection of Sage Road and Skiway Dr.	

17.96.060.G.5 – Circulation Design	Conformance
<i>Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.</i>	YES

**Finding:** Access for emergency vehicles, snowplows and garbage trucks provided along Sage Road.

17.96.060.H.1 – Snow Storage	Conformance
<i>Snow storage areas shall not be less than 30 percent of the improved parking and pedestrian circulation areas.</i>	YES
<b>Finding:</b> Sheets C1.0 & C1.1 show the proposed snow storage area to include 600 square feet, greater than the required 30% (740 * .30 = 222 square feet).	

17.96.060.H.2 – Snow Storage	Conformance
<i>Snow storage areas shall be provided on site.</i>	YES
<b>Finding:</b> Sheet C1.0 shows the snow storage areas to be provided are on site.	

17.96.060.H.3 – Snow Storage	Conformance
<i>A designated snow storage area shall not have any dimension less than five feet and shall be a minimum of 25 square feet.</i>	YES
<b>Finding:</b> Sheet C1.0 shows that no snow storage area has dimensions less than five feet.	

17.96.060.H.4 – Snow Storage	Conformance
<i>In lieu of providing snow storage areas, snowmelt and hauling of snow may be allowed.</i>	N/A
<b>Finding:</b> Applicant is not proposing snowmelt.	

17.96.060.I.1 – Landscaping	Conformance
<i>Landscaping is required for all projects.</i>	YES
<b>Finding:</b> Landscaping has been provided for the project as indicated on Sheet L2 of the project plans.	

17.96.060.I.2 – Landscaping	Conformance
<i>Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation and aspect, and shall serve to enhance and complement the neighborhood and townscape.</i>	YES
<b>Finding:</b>	

The rear- and side-yard setback areas will be restored and revegetated with native grasses and sage brush. New aspen trees will be installed to enhance the existing grove on the property and new native chokecherries will be installed to screen utilities. The proposed vegetation is readily adaptable to the site’s microclimate, soil conditions, orientation, and aspect and will restored disturbed hillside areas on the subject property.

17.96.060.I.3 – Landscaping	Conformance
<i>All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.</i>	YES
<b>Finding:</b> The landscape plan proposes drought-tolerant and native materials, including firs, pines, native shrubs, and drought tolerant grasses.	

17.96.060.I.4 – Landscaping	Conformance
<i>Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate, shall be encouraged.</i>	YES
<b>Finding:</b> The proposal intends to provide landscaping on the side yards allowing for privacy between adjacent properties.	

17.96.060.J.1 – Public Amenities	Conformance
<i>Where sidewalks are required, pedestrian amenities shall be installed. Amenities may include, but are not limited to, benches and other seating, kiosks, bus shelters, trash receptacles, restrooms, fountains, art, etc. All public amenities shall receive approval from the Public Works Department prior to design review approval from the Commission.</i>	N/A
<b>Finding:</b> N/A. The subject property is located within the GR-L Zone and sidewalks are not required to be installed for this project.	

17.96.060.K.1 – Underground Encroachments	Conformance
<i>Encroachments of below grade structures into required setbacks are subject to subsection 17.128.020.K of this title and shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare.</i>	N/A
<b>Finding:</b> N/A	

17.96.060.K.2 – Underground Encroachments	Conformance
<i>No below grade structure shall be permitted to encroach into the riparian setback.</i>	N/A
<b>Finding:</b> N/A	

Attachment J:  
Townhouse Preliminary Plat: Subdivision  
Standards Evaluation

FINDINGS REGARDING COMPLIANCE WITH TOWNHOUSE SUBDIVISION REQUIREMENTS

Townhouse Plat Requirements				
Compliant			Standards	
Yes	No	N/A	City Code	City Standards
<input type="checkbox"/>	<input type="checkbox"/>	X	16.04.080.B	<p><b>Townhouse Owners' Documents:</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.</p> <p><i>Commission Findings</i></p> <p>The applicants have provided draft covenant documents as part of the application materials. The party wall agreement for the shared avalanche protective wall is shown in section 3.d of the draft covenant documents</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	<p><b>Preliminary Plat Procedure:</b> Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection.</p> <p>All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.</p> <p><i>Commission Findings</i></p> <p>The applicant submitted a Design Review application for the project in conjunction with the townhouse subdivision application. Both applications were are reviewed by the Planning &amp; Zoning Commission.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.2	<p>The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.</p> <p><i>Commission Findings</i></p> <p>The applicant submitted a Design Review application for the project in conjunction with the townhouse subdivision application. Both applications were are reviewed by the Planning &amp; Zoning Commission.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.3	<p>The preliminary plat, other data, and the commission's findings may be transmitted to the council prior to commencement of construction of the project under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.</p>

			<i>Commission Findings</i>	Following adoption of the Findings of Fact for the Townhouse Subdivision application, staff will transmit the application and findings to the City Council for review and approval prior to issuance of a building permit for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.4	4. In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.
			<i>Commission Findings</i>	No phased development agreement is proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	D. Final Plat Procedure: 1. The final plat procedure contained in subsection 16.04.030G 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 either: a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or b. Signed council approval of a phased development project consistent with §16.04.110 herein. 2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.
			<i>Commission Findings</i>	Following receipt of a certificate of occupancy, the applicant shall submit an application for final plat following all procedures as outlined in Title 16 of the Ketchum Municipal Code.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.1	E. Required Findings: In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that  All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.
			<i>Commission Findings</i>	The maximum building coverage in the GR-L zone district is 35% of the lot. The subject property is 159,529 square feet. The proposed detached townhomes have a building coverage of 10,158 square feet. This results in a total building coverage of 6% of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.2	Garage: 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.
			<i>Commission Findings</i>	Both sublots include two car garages.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.3	<b>General Applicability:</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. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)
			<i>Commission Findings</i>	During department review of the Design Review application, staff reviewed the project for compliance with the Zoning Regulations, dimensional standards, and development standards for the City of Ketchum. As conditioned, the townhouse subdivision application meets all applicable regulations.

**FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS**

Preliminary Plat Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Commission Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on December 8, 2022.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	<b>Contents Of Preliminary Plat:</b> The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.
			<i>Commission Findings</i>	The subdivision application was deemed complete on April 13, 2022.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:  The scale, north point and date.
			<i>Commission Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			<i>Commission Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "Sage Mountainside Townhomes" which is not the same as any other subdivision in Blaine County, Idaho.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Commission Findings</i>	As shown on Sheets 1 and 2, the owner and subdivider is Sage Mountainside LLC. The plat was prepared by Bruce Smith of Alpine Enterprises.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.4	Legal description of the area platted.
			<i>Commission Findings</i>	The legal description of the area platted is shown on the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.

			<i>Commission Findings</i>	The preliminary plat indicates the boundary lines of the adjoining lots including townhouse lots and lots within Warm Springs Village 4 <sup>th</sup> Addition..
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	<b>A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.</b>
			<i>Commission Findings</i>	The preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 7	<b>The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.</b>
			<i>Commission Findings</i>	The preliminary plat shows the location of the proposed units and all adjacent streets and easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	<b>Boundary description and the area of the tract.</b>
			<i>Commission Findings</i>	The preliminary plat provides the boundary description of the area and includes square footage and acreage of both sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	<b>Existing zoning of the tract.</b>
			<i>Commission Findings</i>	Plat note #5 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	<b>The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.</b>
			<i>Commission Findings</i>	The preliminary plat shows the locations and lot lines for the proposed townhouse sublots. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .11	<b>The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.</b>
			<i>Commission Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	<b>The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.</b>
			<i>Commission Findings</i>	As shown on Sheet 1, each detached townhouse will have separate services for water and sewer from the main lines in Sage Road
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	<b>The direction of drainage, flow and approximate grade of all streets.</b>

			<i>Commission Findings</i>	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			<i>Commission Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Commission Findings</i>	This standard does not apply as no addition tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			<i>Commission Findings</i>	This standard does not apply as there will not be a homeowner's association for the two properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Commission Findings</i>	The project plans includes a vicinity map that satisfies this requirement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Commission Findings</i>	The subject property is not within a floodplain or floodway district. Avalanche district boundaries are shown on preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Commission Findings</i>	Building envelope is shown on preliminary plat. However, building envelope may change based upon Planning & Zoning Commissions determination of encroachment into 25% slope.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Commission Findings</i>	As shown on Sheet 1 of the preliminary plat, the area of Sublot 1 is 78,686 square feet and the area of Sublot 2 is 80,843 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.

			<i>Commission Findings</i>	As shown on the preliminary plat, there are a variety of trees and shrubs existing on the property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	<b>A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.</b>
			<i>Commission Findings</i>	The applicant provided a title commitment issued by Pioneer Title Co. dated October 29, 2021 and a warranty deed recorded at Instrument Number 691850 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	<b>Three (3) copies of the preliminary plat shall be filed with the administrator.</b>
			<i>Commission Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	<b>Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.</b>
			<i>Commission Findings</i>	All proposed improvements to the public right-of-way are shown in the project plans. The applicant also submitted a set of preliminary construction design plans for review by the City Engineer. Final review and approval of the right-of-way improvements will be conducted during building permit review per the conditions of approval. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	<b>Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.</b>
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	<b>Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall</b>

				<p>be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
			16.04.040.F	Lot Requirements:

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</p> <p>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ul style="list-style-type: none"> <li>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</li> <li>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</li> </ul> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
<i>Commission Findings</i>			<p>1. The proposed townhouse subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size</p>

				<p>is 8,000 square feet and the parent lot is 159,529 square feet. The new detached townhouses meet minimum setback requirements in the GR-L for the front, side, and rear. There are no minimum setbacks to the interior lot line of a townhouse lot.</p> <ol style="list-style-type: none"> <li>2. A building envelope is required as the lot contains areas greater than 25%</li> <li>3. The subject property is not a corner lot.</li> <li>4. The parent lot of the townhouse subdivision and the newly created subplot lot line is within 20 degrees to a right angle to the street lot line along Sage Road.</li> <li>5. The subject property is not a double frontage lot.</li> <li>6. Both Sublots have a minimum of 20 feet of frontage on Sage Road.</li> </ol>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p><b>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</b></p> <ol style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</li> <li>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<i>Commission Findings</i>	This standard does not apply as no new blocks are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</li> <li>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</li> <li>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> </ol>



			<p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p>
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				<p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
				This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Commission Findings</i>	This standard does not apply as there are no alleys adjacent to the subject property.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Commission Findings</i>	No new easements are required. However a 5' public utility easement from the living springs townhome subdivision is being carried over to the subject preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider.</p> <p>Construction plans and specifications for central sanitary sewer extension</p>

				shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			<i>Commission Findings</i>	This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in Sage Rd.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			<i>Commission Findings</i>	This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in Sage Rd.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<b>Planting Strip Improvements:</b> Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Commission Findings</i>	This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed townhouse sublots.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<b>Cuts, Fills, And Grading Improvements:</b> Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil

			<p>conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</li> <li>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</li> <li>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</li> <li>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> </ol> </li> </ol>
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				<p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Commission Findings</i>	This standard does not apply as this application is the subdivision of an existing lot. On-site grading for the new detached townhouses meet all grading requirements and all disturbance will be revegetated per the landscape plan included in the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p><b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Commission Findings</i>	The applicant submitted a site grading and drainage plan with the townhouse subdivision application showing drainage for each subplot. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements and each subplot is managing stormwater runoff independently, not impacting adjacent properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p><b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>

			<i>Commission Findings</i>	All utilities are proposed underground per the KMC requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Commission Findings</i>	The proposed townhouse development does not create substantial additional traffic, therefore, no improvements are required.

Attachment K:  
Planning & Zoning Commission Zoning Code  
Interpretation 22-001





**KETCHUM PLANNING AND ZONING COMMISSION  
ZONING CODE INTERPRETATION 22-001  
NONCONFORMING BUILDING FOOTPRINTS IN MOUNTAIN OVERLAY**

**INTERPRETATION QUESTION**

This zoning code interpretation addresses redeveloping nonconforming properties within the Mountain Overlay. Current code requires new buildings to be constructed in areas that have less than 25% slope (Ketchum Municipal Code §16.04.020) and building envelopes on new parcels to be located outside of a 25% slope. Existing homes on hillsides that were developed prior to the City's establishment of the Mountain Overlay Zoning District in 1989 may not comply with current development standards. These homes are considered non-conforming buildings and may be maintained in their current condition. Nonconforming buildings and uses are governed under Chapter 17.136 of Ketchum Municipal Code. If a non-conforming structure is demolished, or a new parcel is created, then the new building and parcel must comply with all current development standards. Certain non-conforming building footprints and properties can not be brought into compliance with code. The fundamental question before the Commission was whether these non-conforming properties may be developed with a new home or if these non-conforming properties would not be permitted to be redeveloped if the existing non-conforming home were to be demolished. If redevelopment was prohibited, property owners would only be able to repair, maintain, and enlarge their existing nonconforming homes in accordance with the standards specified in Chapter 17.136 of Ketchum Municipal Code.

**MOUNTAIN OVERLAY PURPOSE**

Hillside development standards protect the community character and health and safety by ensuring the adequate provision of public services and facilities, including fire protection. The Mountain Overlay standards prohibit the detrimental alteration of hillside that would adversely impact existing soils, drainage, and vegetation. The undeveloped hillsides surrounding Ketchum are one of Ketchum's character-defining features. The Mountain Overlay Zoning District ensures the preservation of these hills, ridgelines, and natural features. The standards minimize the visual impact of development by directing building sites away from higher elevations and keeping hillsides open and unobstructed.

**ZONING NONCONFORMITIES**

Nonconformities are existing uses, buildings, lots, or site features that were legally established at the time they were created but no longer comply with current zoning code regulations. When land use regulations change, existing developments may not comply with the amended zoning code standards. Requiring owners to immediately bring their non-conforming buildings and uses into compliance following land use regulation changes would be a hardship. To mitigate this hardship, zoning codes set specific standards to address nonconformities. These standards generally allow owners to maintain nonconformities in their current condition but prohibit or limit substantial modifications and expansions. This approach assumes all nonconformities will

be phased out over time. Standards regulating zoning nonconformities balance the community's interests in new land use objectives with private property interests in existing development.

#### **ZONING CODE INTERPRETATION IMPLICATIONS: HILLSIDE DISTURBANCE**

Redeveloping nonconforming building footprints may result in even more disturbance to the hillside. New single-family homes in Ketchum have trended towards replacing existing, smaller buildings with larger structures, which would have a greater impact on the hillside. Redeveloping these nonconforming properties to comply with current City building, fire, zoning, and streets standards could result in more hillside disturbance. For example, widening an existing street that accesses a nonconforming property would result in significantly more disturbance to the hillside.

#### **ZONING CODE INTERPRETATION IMPLICATIONS: VISIBILITY ON HILLSIDES**

Many non-conforming buildings in the Mountain Overlay are sited on prominent ridgelines and hilltops and are highly visible. Allowing these non-conforming building footprints to be redeveloped with new homes would perpetuate a condition that is no longer allowed.

#### **PLANNING AND ZONING COMMISSION INTERPRETATION**

The Commission determined that the redevelopment of existing non-conforming properties may be redeveloped under the following conditions:

- A. If the property configuration is proposed to be modified (lot line adjustment, lot consolidation etc.), then the new property configuration must establish a building envelope on the lowest portion of the property. Existing non-conforming building footprints are not permitted to be redeveloped outright. If a more compliant alternative at a lower elevation on the hillside property exists, the new home must be sited in the more suitable area for redevelopment.
- B. If the property configuration is not being altered or changed, then a new home may be constructed at the Commission's discretion through Mountain Overlay Design Review provided that the project does not exceed the height or limits of disturbance of the existing non-conforming home. The building footprint shall conform as close as possible to the existing building.

This determination will apply to all existing non-conforming properties in hillside areas.

Zoning Code Interpretation adopted this 8<sup>th</sup> day of March 2022.



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Neil Morrow, Chair  
City of Ketchum  
Planning and Zoning Commission

Attachment L:  
Public Comment

# Sage Mountain Townhomes Design Review Comments

400 & 402 Sage Rd, Ketchum, ID

May 09, 2023

Buildings, both residential and commercial, are normally designed to accommodate the building site with attention paid to light, view, topography, adjacent structures and other features specific to the building site. In this case, however, it is the building site that is being asked to accommodate the proposed factory-built homes which are of fixed footprint and floor plan. The numerous constraints of the site (existing non-conforming structure, Avalanche and Mountain Overlay Zones) make it very difficult to accommodate the homes as proposed as there is no flexibility in the design.

The Sage Mountainside Townhomes development as proposed appears to conflict with City requirements in the following areas:

- Design Review Compatibility of Design 17.96.060.E.1: The amount of flat facade and lack of undulation in the units exteriors is not complementary to the Sage Rd townscape.
- Design Review Architectural 17.96.060.F.2: The modular nature of the proposed units incorporate few architectural features. The lack of architectural features in turn emphasizes the boxy, modular nature of the factory-built units. This is not complementary to the Sage Rd townscape.
- Design Review Architectural 17.96.060.F.5: The modular nature of the proposed units does not provide for undulation / relief in the units' facade. The lack of undulation / relief does not reduce the appearance of bulk and flatness - if anything it emphasizes the modular, boxy nature of the factory-built units.
- Mountain Overlay Zoning District 17.104.030.A: The proposed development encroaches into the 25% hillside slope line north of Warm Springs Rd while the existing duplex does not appear to.

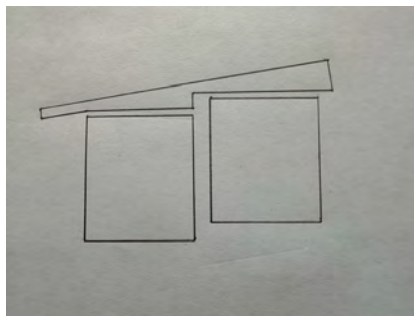
The existing duplex structure, built in 1966, appears to be "non-conforming" with respect to current City of Ketchum requirements in several areas:

- Does not comply with Avalanche Zone District A requirements (no avalanche mitigation structure);
- Does not conform to 15' front yard setback requirements;
- Note that existing duplex appears to be located, in its entirety, south of the 25% hillside slope line north of Warm Springs Rd;
- Note also that new development footprint appears to exceed and extend outside of existing building footprint - conflicts with City of Ketchum Zoning Code Interpretation 22-001.

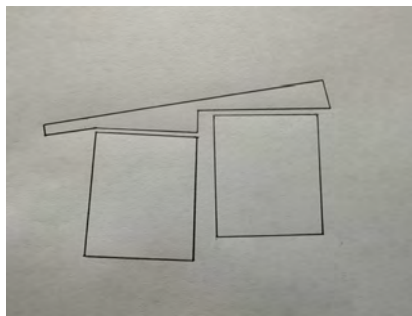
The development as proposed presents 80' of flat facade paralleling / facing Sage Rd. Few if any other residential or commercial developments in Ketchum contain this amount of flat facade. This could be reduced by altering the exterior design and floor plans of the units, but this is said to not possible due to the modular / fixed floor plan nature of the design as proposed. Staggering one of the units further into the hillside is also an option, albeit with minimal end effect, as it would still result in 80' of flat facade facing Sage Rd. This option would also require revisiting the design of the avalanche wall which may not be possible due to snow deflection concerns. Angling both units away from Sage Rd and towards the mountain view, which is to the right if one were standing inside one of the units looking south across Sage Rd, represents one option to somewhat reduce the flat facade / lack of undulation issue. There would still be 80' of flat facade, but the facade would not parallel Sage Rd.

Angling units to west towards mountain view would:

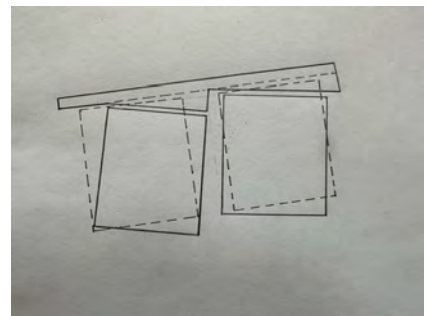
- Reduce amount of flat facade by providing undulation. Likely no residential projects and few community core projects present the same degree of flat facade;
- Only slightly increase elevation of the avalanche wall on hillside - elevation of units would remain unchanged;
- Basically equal the intrusion into the north side of the 25% slope line from that currently shown;
- Harmonize with orientation of existing home to east as well as new single family home to be constructed on west side of project (both 394 and 406 Sage Rd are angled away from street towards mountain view). Angling of Sage Townhomes would result in four adjacent homes orientated towards the mountain view, as are many of the newer homes on Sage Rd;
- Result in enhanced side-to-side privacy between the two Sage Mountainside Townhome units (mainly front deck);
- Likely increase attractiveness of units to potential buyers (enhanced view, more architectural character, increased privacy);
- A triangular configuration incorporated into the unit side of the avalanche wall (plan view) would accommodate angling of the units. This would not change the orientation / azimuth of the avalanche wall with respect to the hillside from that currently proposed.



Angled & Parallel



Angled & Offset



Angled & Offset w/ Original

Note that the current four-pitch roof with no overhangs only serves to emphasize the modular / boxy nature of the project, while compounding the flat facade / lack of architectural detail issue. Incorporating overhangs into the present roof design would represent an improvement. Alternatively, a single pitch roof sloping downward from front to back with 2'-3' overhangs on all sides would add needed character to the units vs that proposed. It would also provide for a vented / cold roof configuration vs the current unvented concept. If properly designed, the single-pitch roof would also be able to protect the gap between the avalanche wall and the back side of the new units by directing rain and snow to the uphill side of the avalanche wall vs in between the avalanche wall and the units. At present it is unclear how this requirement is being met.

Observations:

- City requirements governing the building site have numerous site-specific constraints;
- Options to reduce the amount of flat facade, improve undulation and incorporate architectural features into the townhomes as proposed are very limited;
- Modular nature of proposed units with fixed floor plan and 8' x 40' highway truck delivery size requirements offer little in the way of design flexibility needed to address the numerous site-specific constraints;

- Fixed floor plan dictates that floor-to-ceiling living room atrium faces east down Sage Rd towards Ketchum vs capturing mountain view to the west. This is a site specific issue that modular construction does not address as the floorplans are fixed (constructing mirror image not even possible). Value and neighborhood compatibility would be enhanced if atrium captured mountain view;
- Narrower but longer units angled toward mountain would be a better fit for the building site. They would cover more of the current building footprint, but would intrude further into the 25% slope line (400 Sage Rd / east unit). Not possible, however, as floor plans are fixed and units must conform to 8' x 40' highway truck standard;
- Common wall construction vs detached as proposed would reduce amount of structure outside the existing building footprint;
- Stick-built construction would better accommodate the numerous site-specific building constraints without variances and allow for incorporation of architectural features required to reduce amount of flat facade.
- Cost / benefit of high-end single family residence angled towards mountain might exceed townhome concept.

**References:**

City of Ketchum Code of Ordinances Title 17 Zoning Regulations:

- Chapter 17.92 Avalanche Zone District A
- Chapter 17.96 Design Review
- Chapter 17.104 Mountain Overlay Zone
- Chapter 17.136 Non Conforming Uses and Non Conforming Buildings

Other:

- Ketchum Planning and Zoning Commission Zoning Code Interpretation 22-001 “Non-Conforming Building Footprints in Mountain Overlay Zone”
- 2014 City of Ketchum Comprehensive Plan - Community Character

**Sage Mountain Townhomes Design Review Comments**  
**400 & 402 Sage Rd, Ketchum, ID**  
**May 09, 2023**

To: City of Ketchum Planning & Zoning Commission Members & Staff Planners  
From: Will Chinn, 394 Sage Rd, Ketchum, ID 83340  
Date: May 05, 2023  
Re: Sage Mountainside Townhomes Design Review Comments

**Introduction:**

Buildings, both residential and commercial, are normally designed to accommodate the building site with attention paid to light, view, topography, adjacent structures and other features specific to the building site. In this case, however, it is the building site that is being asked to accommodate the proposed factory-built homes which are of fixed footprint and floor plan. The numerous constraints of the site (existing non-conforming structure, Avalanche and Mountain Overlay Zones) make it very difficult to accommodate the homes as proposed as there is no flexibility in the design.

**Specifics:**

The Sage Mountainside Townhomes development as proposed appears to conflict with City requirements in the following areas:

- Design Review Compatibility of Design 17.96.060.E.1: The amount of flat facade and lack of undulation in the units exteriors is not complementary to the Sage Rd townscape.
- Design Review Architectural 17.96.060.F.2: The modular nature of the proposed units incorporate few architectural features. The lack of architectural features in turn emphasizes the boxy, modular nature of the factory-built units. This is not complementary to the Sage Rd townscape.
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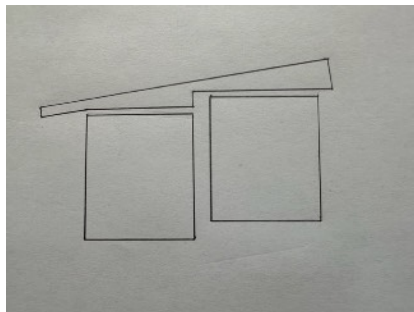
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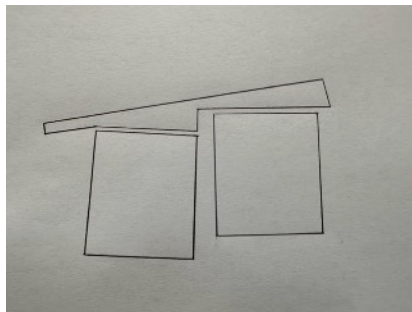
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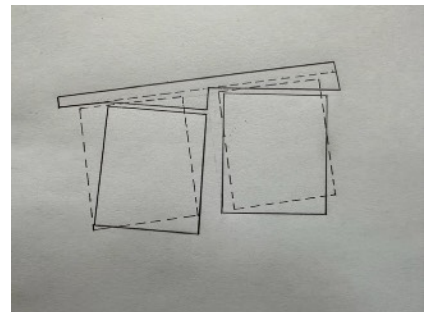
- Reduce amount of flat facade by providing undulation. Likely no residential projects and few community core projects present the same degree of flat facade;
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Angled & Offset



Angled & Offset w/ Original

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avalanche wall vs in between the avalanche wall and the units. At present it is unclear how this requirement is being met.

### **Observations:**

- City requirements governing the building site have numerous site-specific constraints;
- Options to reduce the amount of flat facade, improve undulation and incorporate architectural features into the townhomes as proposed are very limited;
- Modular nature of proposed units with fixed floor plan and 8' x 40' highway truck delivery size requirements offer little in the way of design flexibility needed to address the numerous site-specific constraints;
- Fixed floor plan dictates that floor-to-ceiling living room atrium faces east down Sage Rd towards Ketchum vs capturing mountain view to the west. This is a site specific issue that modular construction does not address as the floorplans are fixed (constructing mirror image not even possible). Value and neighborhood compatibility would be enhanced if atrium captured mountain view;
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Other:

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- 2014 City of Ketchum Comprehensive Plan - Community Character

TO: City of Ketchum Planning and Zoning Commission Members and Staff Planners

FROM: Ted and Pam Beeler (417 Sage Road)

DATE: May 4, 2023

RE: Sage Mountainside Townhomes as Proposed

Thank you for the opportunity to provide comments regarding the proposed SFR's at 400 & 402 Sage Road. Recognizing the age and disrepair of the current Living Springs Townhomes it is refreshing to see that our neighborhood community will benefit from two new homes on the site. In this context, we were pleased to see the Notice from the City and review the detailed plans for the proposed homes. Additionally, as a closeknit neighborhood many of us have exchanged thoughts on the matter and offer a number of observations and suggestions as part of the review and approval process.

First, my wife and I have read and concur with the comments submitted by Will Chinn who resides next door to the proposed SFR's. We also have read the staff report issued by Adam Crutcher and agree with the findings and needed modifications related to:

- Compatibility of Design
- Architectural Features
- Avalanche Wall Screening
- Encroachment into 25% slope area

In addition, one general observation is that the style of the modular unit is neither designed, sited or planned with "snow country" in mind. Instead, the site is forced to accommodate the box like modular structures rather than specifically designed and well sited tandem homes by an architect. This is a major issue or constraint with modular design and construction. Certainly, as the staff report notes there are many different styles of homes on Sage Road, including newer mountain modern structures. However, as proposed the Sage Mountain Townhomes lack a sense of design which needs to be addressed prior to gaining approval from the City.

To add to some of the comments we have read or discussed with neighbors, we would also question the roof style/angle, gutters, lack of overhang, space between the avalanche wall and the house, etc. especially when considering snow deposition in a snow country environment.

Thank you again for the opportunity to provide comments on the proposed Sage Mountainside Townhomes.

# Sage Mountain Townhomes Design Review

## Comments 400 & 402 Sage Rd, Ketchum, ID

### May 09, 2023

From: Baird & Chelle Gourlay

405 Sage Rd. Ketchum

Directly south of said project

I believe Will Chinn's comments address a lot of our concerns, but I have several more.

1. We are very concerned about the Attenuation device and its design. My understanding is that these devices are designed to block and retain any snow that is associated with an avalanche and additionally protect the structure(s) downstream. My fear is that having a wall that is not an integral part of the designed, in other words attached, could allow a slide to pass over it and damage or move the structure below it. All the other buildings on Sage are designed such that the attenuation device is integrated into the structures design.
2. I don't see a snowmelt system in the design. If there isn't one, then the snow storage areas are horribly undersized. This lot had 6-8 foot snow banks without any driveways plowed last winter. And in the past, the former owner needed a front end loader that piled snow in the 50'x50' area between Will's townhouse and the current duplex. Will and I both have snow melt systems, yet are snow banks still reached 10'-14'.
3. Finally, we've experienced really challenging construction mitigation issues on Sage rd. Mostly with parking, as it seems like the subs park wherever they want. But for this project, the staging seems problematic. Where will the cement trucks stage, where will the crane stage, where are all the materials staged, and where is the dumpster and recycle staged. The current submittal doesn't seem to address a project of this magnitude.

Thanks for your public service, Baird & Chelle Gourlay

**From:** [Participate](#)  
**To:** [Heather Nicolai](#)  
**Subject:** FW: Sage Mountain Townhomes comments  
**Date:** Tuesday, May 9, 2023 8:53:57 AM  
**Attachments:** [Sage Townhomes Design Review Comments \(Will Chinn\).pdf](#)

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Public comment.

**LISA ENOURATO | CITY OF KETCHUM**

**Public Affairs & Administrative Services Manager**

P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340

o: 208.726.7803 | f: 208.726.7812

[lenourato@ketchumidaho.org](mailto:lenourato@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

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**From:** Jeff Jensen <jeff@jensenconsult.com>  
**Sent:** Monday, May 8, 2023 6:19 PM  
**To:** Adam Crutcher <ACrutcher@ketchumidaho.org>; Participate <participate@ketchumidaho.org>  
**Cc:** john@johnwlundin.com; willchinn@gmail.com  
**Subject:** Sage Mountain Townhomes comments

May 8, 2023

P&Z Members and Staff,

I live on Sage Road, 216 Sage Unit B, and want to enter my comments into the record for this project.

My primary concerns revolve around maintaining the neighborhood as a cohesive and appealing village.

This project seems far from visually melding into and joining the neighborhood. It is structurally quite different from every other home on the Street, let alone the Warm Springs village.

Prefab structures are far from the homes that have been recently constructed on Sage.

Building in this neighborhood is tough with the overlays and the avalanche designation, but these are not new challenges. The other new homes that were built all overcame them are visually consistent with the rest of the neighborhood.

My neighbor, Will Chinn, wrote a very thoughtful letter about this project and rather than repeat all that he said here in my letter, please accept that we agree with all of his points.

I have attached his letter for the record.

I strongly encourage you to send the developer back with instructions to do better with his plan.

Sincerely,  
Jeff Jensen  
216 Sage Road  
Unit B  
Ketchum, ID 83340

**From:** [Adam Crutcher](#)  
**To:** [Planning and Zoning](#)  
**Subject:** FW: Ketchum P&B Staff Report 400 & 402 Sage Rd  
**Date:** Monday, May 8, 2023 8:44:43 AM

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Additional public comment for 402 Sage Rd

**ADAM CRUTCHER | CITY OF KETCHUM**

PLANNING AND BUILDING | ASSOCIATE PLANNER

P.O. Box 2315 | 191 W 5<sup>th</sup> St | Ketchum, ID 83340

o: 208.806.7008 |

[acrutcher@ketchumidaho.org](mailto:acrutcher@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

**\*\*Please sign up for the NEW Planning and Building quarterly newsletter. Click [HERE](#) and select “Planning and Development”**

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**From:** chiyo parten <chiyoparten@gmail.com>  
**Sent:** Saturday, May 6, 2023 8:50 AM  
**To:** Adam Crutcher <ACrutcher@ketchumidaho.org>  
**Subject:** Fwd: Ketchum P&B Staff Report 400 & 402 Sage Rd

We concur with our Sage Road neighbor, Will Chinn, the following comments:

Thank you for acknowledgement.

John and Chiyo Parten

Parten Children’s Family Trust , homeowners of 409B Sage Rd, Ketchum, Id, 83340

Sent from my iPad

Begin forwarded message:

**From:** Will Chinn <[willchinn@gmail.com](mailto:willchinn@gmail.com)>  
**Date:** May 5, 2023 at 1:13:07 PM MDT  
**To:** Ted Beeler <[tbeelersv@gmail.com](mailto:tbeelersv@gmail.com)>, chiyo parten <[chiyoparten@gmail.com](mailto:chiyoparten@gmail.com)>, Gourlay Baird <[bairdg7@gmail.com](mailto:bairdg7@gmail.com)>, [hondurashadley@me.com](mailto:hondurashadley@me.com), Mickey Smith <[hmsmith@martin smith.com](mailto:hmsmith@martin smith.com)>  
**Subject:** Ketchum P&B Staff Report 400 & 402 Sage Rd

All,

Thanks for taking the time to look at everything. Attached is the P&Z Staff Report on the project that went out to all of the P&Z reviewers. I met with Adam Crutcher who is overseeing this project for the City last week and was made aware of most of their concerns that are voiced in the staff report - those being bulk, flatness, lack of architectural character, intrusion into the 25% grade line, etc. Thus the comments that I put together which are attached to the end of the staff report. Ted Beeler also put together comments and emailed them to Adam direct and also copied the City's public email. If you wish to do the same, here are the addresses:

[acrutcher@ketchumidaho.org](mailto:acrutcher@ketchumidaho.org)

[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)

You could also email a copy of my comments to the above addresses and indicate your concurrence - see attached, which I have updated to include to / from / date / subject, etc.. I unfortunately neglected to include that in the copy that went out with the staff report.

In reading through the staff report I gleaned that they are not providing snow melt. That may be an error, but likely not. I would think any new home that sells for what they're asking would include snowmelt! As well as architectural features, facade relief, etc.

Thanks,

--

Will Chinn  
832.792.3092

<ITEM-Attachment-001-b27d4e5d717a49e9a8186b55dcb68c21.pdf>

<Sage Townhomes Design Review Comments (Will Chinn).pdf>

**From:** [Participate](#)  
**To:** [Heather Nicolai](#)  
**Subject:** FW: Sage Mountainside Townhomes, 400 & 402 Sage  
**Date:** Monday, May 8, 2023 4:12:00 PM

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Public comment.

**LISA ENOURATO | CITY OF KETCHUM**

**Public Affairs & Administrative Services Manager**

P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340

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[lenourato@ketchumidaho.org](mailto:lenourato@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

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**From:** Brad Pratt <bradpratt@outlook.com>  
**Sent:** Monday, May 8, 2023 12:29 PM  
**To:** Participate <participate@ketchumidaho.org>  
**Subject:** Sage Mountainside Townhomes, 400 & 402 Sage

RE: 400 & 402 Sage

I have reviewed the materials posted on the city website related 400 & 402 Sage and believe the proposed design is consistent with the purpose of the mountain overlay district and will improve the neighborhood.

The project will not be visible from Warm Springs Road or any other major view point. In addition, the project will install an avalanche wall providing protection to the houses across the street that they do not enjoy today.

Further, because of the unique nature of the lots along Sage road, the zoning and planning commission needs to apply flexibility in certain areas in an effort to achieve the intent and purpose of the mountain overlay. In an effort to assure that property owners are not deprived of an economically viable use of their property it may become necessary to allow the encroaching on the 25% grade of the property as long as the project achieves the intent and purpose of the code. Very few lots if any on Sage road have buildable footprints outside of the 25% grade that would allow for a structure that would preserve the property owners economically viable use of their property. The buildings in the 400 & 402 sage road project are well positioned and the fact that they encroach somewhat on the 25% grade should be allowed with the recognition that in doing so the purpose of the code is more accurately applied than by not allowing it.

The current structure was built in 1966 and since that time every other structure on Sage has been constructed. To confine the property to the original footprint of the existing structure would be in direct conflict with (17.104.020 - Purposes, M. To assure the property owner is



not deprived of economically viable use of his/her property). Especially when all other purposes outline in 17.104.020, A-L are achieved.

The project does a good job balancing the interests of the community with the desired use of the property owners and should be approved for construction.

Thank you,

Brad Pratt  
406 Sage Road  
425-269-4000

**From:** [Participate](#)  
**To:** [Heather Nicolai](#)  
**Subject:** FW: Living Springs Townhome  
**Date:** Monday, May 8, 2023 4:12:10 PM

---

Public comment.

**LISA ENOURATO | CITY OF KETCHUM**

**Public Affairs & Administrative Services Manager**

P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340

o: 208.726.7803 | f: 208.726.7812

[lenourato@ketchumidaho.org](mailto:lenourato@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

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**From:** Doug Waddell <doug@waddellpropertiesinc.com>

**Sent:** Monday, May 8, 2023 12:24 PM

**To:** Participate <participate@ketchumidaho.org>

**Subject:** Living Springs Townhome

Dear Ketchum Planning and Zoning Commissioners and Ketchum Planning Staff:

We have been in the Warm Springs area for over 20 years and I would like to voice my support for the proposed Living Spring Townhome project located at 400 & 402 Sage Road. I have reviewed the planning staffs report and various other renderings of the residences and find them to be visually appealing offering a nice variety of architecture into the neighborhood. In particular, I like how they are daylighted into the hillside reducing the overall bulk and scale, and feel it fits into the lot nicely.

Doug Waddell  
3020 Warm Springs Road – B  
Ketchum, ID 83340  
206-300-2599



**City of Ketchum  
Planning & Building**

**STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
MEETING OF MAY 9, 2023  
WORKSHOP: COMMUNITY CORE DIMENSIONAL STANDARDS FOR ROOFTOP FEATURES**

**Introduction**

During their March 8 and April 11, 2023 meetings, the Planning and Zoning Commission reviewed and approved the list of zoning code technical corrections, text clarifications, and amendments that will be addressed in the short term through the codification of Interim Ordinance 1234 through the adoption of Permanent Ordinance No. 1249. The list of code amendment additions (see Attachment A) includes clarifying the dimensional standards for rooftop features in the Community Core (“CC Zone”).

**Code Clarifications**

The comments listed below summarize staff’s interpretation and application of certain CC Zone rooftop dimensional standards. Staff requests the Commission consider the following interpretations for CC Zone rooftop features and provide their input on whether they agree or disagree with the application of these dimensional standards:

- Because the height standard for non-habitable structure specified in Ketchum Municipal Code §17.12.040 states, “located on building rooftops,” the height of elevator shafts and stairwells may be measured from the top of the parapet as opposed to the roof surface.
- All permanently affixed deck amenities like screening walls and trellises must comply with the 10-foot minimum setback required from building facades. Nonpermanent, unattached deck amenities like tables and chairs, fire pits, hot tubs, umbrellas, and barbecues are not subject to the 10-foot minimum setback and may be placed anywhere on the roof surface.
- Perimeter walls enclosing rooftop decks are not subject to the 10-foot setback from building façades provided the walls are 75% transparent and no more than 4 feet in height above the roof surface. Screening walls are not subject to these height and transparency standards provided the walls comply with the minimum 10-foot setback required from building facades. Parapets walls contained within the 42-foot building height limit are not subject to the 4-foot height limitation, 75% transparency standard, or 10-foot required setback from building facades.

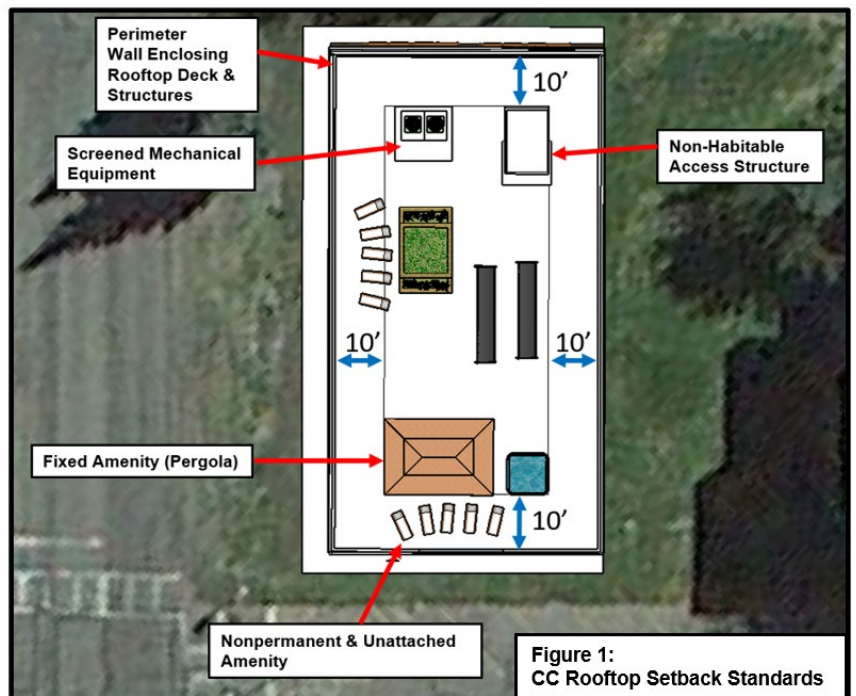
The staff report provides further analysis of the interpretation and application of CC rooftop dimensional standards listed above as well as a brief overview of Ketchum’s zoning code history for rooftop dimensional standards. The Commission’s feedback will inform the text clarifications that will be included as a code amendment addition to the permanent ordinance.

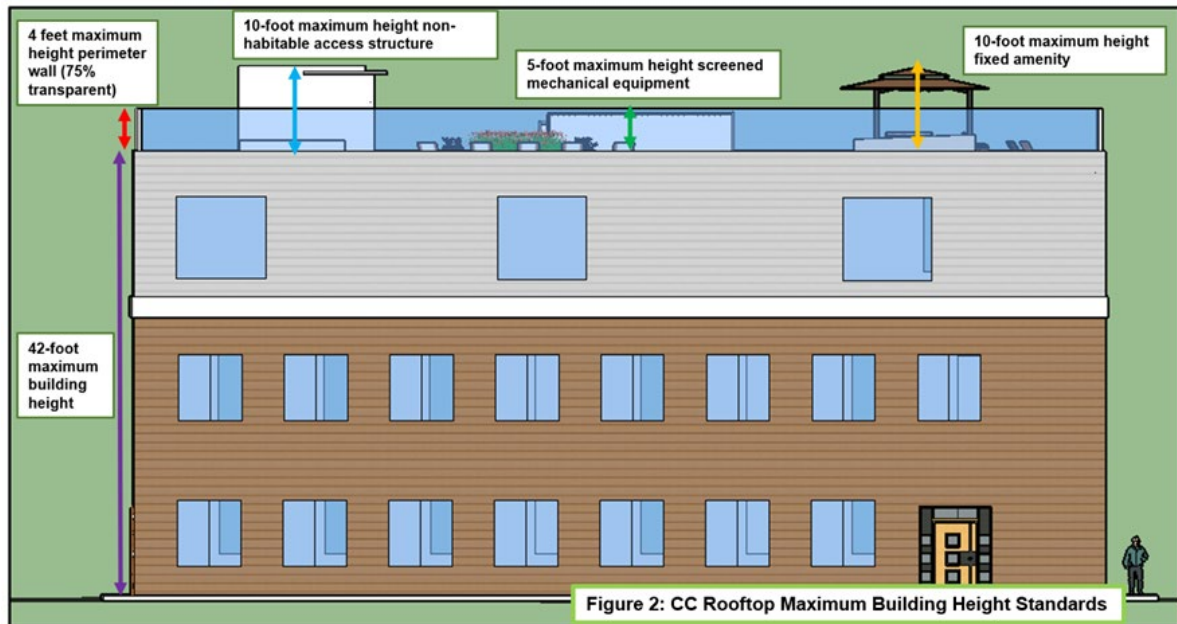
### Community Core Dimensional Standards for Rooftop Features

Dimensional standards for rooftop features in the CC Zone are provided in Ketchum Municipal Code §17.12.040. As listed in Table 1 and shown in Figures 1 and 2, these standards provide maximum height and setback standards for rooftop appurtenances, including stairwell enclosures, elevator shafts, and mechanical equipment, as well as rooftop amenities like hot tubs, trellises, umbrellas, fire pits, and landscape planters.

<b>Table 1: Community Core Rooftop Dimensional Standards (Ketchum Municipal Code §17.12.040)</b>	
<i>Dimensional Standards: Maximum Building Heights</i>	
Non-Habitable Structures Located on Building Rooftops	10 feet
Perimeter Walls Enclosing Rooftop Deck and Structures	4 feet above roof surface height. Perimeter roof top walls are required to be at least 75% transparent.
Roof Top Solar and Mechanical Equipment above Roof Surface	5 feet
<i>Dimensional Standards: Minimum Building Setbacks</i>	
Non-Habitable Structures, Fixed Amenities, Solar and Mechanical Equipment Affixed to a Roof from all Building Facades for all Projects Except for Projects Where 100% of the Residential Units are Community or Workforce Housing	10 feet

Pursuant to Ketchum Municipal Code §17.12.040, permitted rooftop features include non-habitable structures, decks with associated perimeter walls, fixed amenities, and mechanical and solar equipment. The maximum building height allowed for non-habitable structures located on building rooftops is 10 feet. Solar and mechanical equipment may extend a maximum of 5 feet above the roof surface. Rooftop non-habitable structures, fixed amenities, and mechanical equipment must be setback a minimum of 10 feet from all building facades.





### *Non-Habitable Structures*

Ketchum Municipal Code does not provide specifications for the types of non-habitable structures or fixed amenities permitted on rooftops. Ketchum Municipal Code §17.08.020 defines *Habitable Floor* as, “Any floor usable for living purposes, which includes working, sleeping, eating, cooking, or recreation, or combination thereof. A floor used only for garage, storage or access purposes is not a ‘habitable floor.’” This definition provides some guidance on floor areas that may qualified as non-habitable. Stairwell enclosures and elevator shafts for rooftop access have been qualified as non-habitable structures and are permitted to extend 10 feet above the roof provided the minimum required 10-foot setback from all building facades is met.

The maximum height standards for rooftop features utilize different wording—the dimensional standard for non-habitable structure states, “located on building rooftops,” whereas the maximum height for solar and mechanical equipment states, “above roof surface.” Because the height standard for non-habitable structure states, “located on building rooftops,” Staff has measured the height of elevator shafts and stairwells from the top of the parapet when applicable as opposed to the roof surface.

### *Deck Amenities*

Permitted deck amenities may include hot tubs, fire pits, and unenclosed fixed structures like trellises. Staff requires all permanently affixed deck amenities like screening walls and trellises to comply with the 10-foot minimum required setback from building facades. Staff does not apply the setback requirement to nonpermanent, unattached deck amenities like tables and chairs, fire pits, hot tubs, and barbeques.

### *Perimeter Walls, Mechanical Equipment Screening, and Parapets*

Perimeter walls enclosing rooftop decks are not subject to the 10-foot setback from building façades provided the wall is 75% transparent and no more than 4 feet in height above the roof surface. Staff has not applied these height and transparency standards to walls screening mechanical equipment. Screening walls should be the minimum height required to fully screen the rooftop mechanical equipment from public view and must be setback a minimum of 10 feet from all building facades.

Parapets walls contained within the 42-foot building height limit are not subject to the 4-foot height limitation, 75% transparency standard, or 10-foot minimum required setback from building facades. If a parapet extends above the 42-foot building height limit, then the wall must either be (a) sited at the roof edge provided that the parapet is no more than 4 feet in height above the roof surface and at least 75% transparent or (b) setback 10 feet from the building facades in which case the parapets are not subject to the 4-foot maximum height or 75% transparency standard.

**Zoning Code History**

Building height exceptions were first introduced into Ketchum’s zoning code through the city’s adoption of Ordinance No. 396 in 1985. During this time, the maximum building height in the Community Core was 35 feet. Parapets less than 3 feet in height were not considered part of the building height. Ordinance No. 396 provided an exemption to the maximum building height limit, which stated that, “Solar panels, clerestory windows and elevators may exceed these limits by up to 6 feet provided they are set back 10 feet from any roof edge.” Ordinance No. 652 adopted in 1994 modified this exception to state, “Solar panels, clerestory windows and elevators may exceed height limits as follows: (a) 4 foot height increase = minimum 10 foot setback from roof edge (b) 6 foot height clearance = minimum 15 foot setback from roof edge.”

In 2006, the city adopted Ordinance No. 994 which established a new form-based code for the Community Core. The intent of the new form-based code was to implement the vision, goals, and policies outlined in the 2001 Comprehensive Plan and the 2006 Downtown Master Plan, both of which emphasized the importance of designing high-quality buildings and public spaces. The form-based code established four new subdistricts in the Community Core and introduced six different building types that represented the existing and desired character of each subdistrict’s built environment. The maximum height standards for the *Traditional Mixed-Use*, *Mixed-Use with Cellar*, and *Neighborhood Mixed-Use* building types was 40 feet for two- and three-story buildings. The form based code provided the opportunity for 2-foot height bonus stating, “An additional 2 feet may be permitted if the additional height will contribute meaningfully to the building character or function.” All three building types allowed a stairway/elevator shaft to exceed the maximum height requirements by up to 10 feet provided these features were setback a minimum of 20 feet from front and rear property lines. The *Multifamily Home* and *Urban Residential* building types provided the same height exceptions with increased setback requirements stating, “A stairway/elevator shaft providing access to a roof garden may exceed the maximum height by up to 10 feet provided it is stepped back at least 30 feet from the front and rear property lines.” The required setbacks from front and rear property lines for stairways/elevator shafts located on rooftops for the *Hotel* building type was 20 feet.

The form-based code building types and Community Core design guidelines were removed from the zoning code through the city’s adoption of Ordinance No. 1135 in 2015. This ordinance consolidated the zoning code and introduced the matrix of Community Core dimensional standards. Rooftop dimensional standards included in this matrix are shown in Table 2.

Table 2: Ordinance No. 1135—CC District Rooftop Dimensional Standards				
Dimensional Standard	Subdistrict A: Retail Core	Subdistrict B: Arts District	Subdistrict C: Urban Residential	Subdistrict D: Traditional Neighborhood
<i>Minimum Building Setbacks</i>				

Setback for Mixed-Use and Commercial Buildings, Elevator/Stair Shaft Above Roof Line for Front & Rear	20 feet	20 feet	20 feet	N/A
Setback for Multiple-Family Building Elevator/Stair Shaft Above the Roof Line for Front & Rear	N/A	N/A	30 feet	30 feet
<i>Maximum Building Heights</i>				
Height Above Roof Line Elevators/Stairs Shaft Providing Access to Roof Garden	10 feet	10 feet	10 feet	10 feet

As shown in Figures 3 and 4, the CC rooftop dimensional standards were further modified through the adoption of Ordinance No. 1162 in 2016 and Ordinance No. 1187 in 2018.

**Table 3: Ordinance No. 1162—CC District Rooftop Dimensional Standards**

Dimensional Standard	Subdistrict A: Retail Core	Subdistrict B: Arts District	Subdistrict C: Urban Residential	Subdistrict D: Traditional Neighborhood
<i>Minimum Building Setbacks</i>				
Setback for Non-Habitable Structures and Greenhouses	3 feet			
Setback for Mechanical Equipment, Elevator Shafts, Roof Access Stairwells	10 feet			
Setback for Solar Panels	0 feet			
<i>Maximum Building Heights</i>				
Perimeter Walls Enclosing Rooftop Deck and Structures	4 feet above roof surface height. Perimeter roof top walls are required to be at least 75% transparent.			
Non-Habitable structures, greenhouses, elevator shafts, roof access stairwells, mechanical equipment and solar panels located on building roof tops.	10 feet			

**Table 4: Ordinance 1187—CC District Rooftop Dimensional Standards**

Dimensional Standard	Subdistrict 1: Retail Core	Subdistrict 2: Mixed-Use Subdistrict
<i>Minimum Building Setbacks</i>		
Non-habitable structures, fixed amenities, solar and mechanical equipment affixed to a roof from all building facades.	10 feet	
<i>Maximum Building Heights</i>		
Non-Habitable Structures Located on Building Roof Tops	10 feet	
Perimeter Walls Enclosing Roof Top Deck and Structures	4 feet above roof surface height. Perimeter roof top walls are required to be at least 75% transparent.	
Rooftop Solar and Mechanical Equipment Above Roof Surface	5 feet	

While the CC rooftop dimensional standards were modified multiple times throughout Ketchum’s zoning code history, all iterations included regulations to limit the height of rooftop features and established minimum setbacks from the building façade or roof edge. These standards help mitigate the visual impact of rooftop features by reducing their height and size. Staff believes further clarification of the rooftop dimensional standards may further reduce the visual appearance of building bulk and mass.

**Attachment**

- A. Permanent Ordinance No. 1249: List of Code Amendment Additions



**Attachment A**  
**Permanent Ordinance No. 1249:**  
**List of**  
**Code Amendment Additions**

## Permanent Ordinance 1249: Code Amendment Additions List

The following zoning code technical corrections, text clarifications, and amendments will be addressed in the short-term through the codification of Interim Ordinance 1234 through the adoption of Permanent A. Permanent Ordinance No. 1249: List of Code Amendment Additions Ordinance No. 1249.

### *Process Improvements*

- Clarify Pre-Application versus Design Review intent and application materials
- Clarify timeframes for when applications can be resubmitted following a denial
- Add clause for outlining the process of to address land use applications that have had no activity for a long period of time following submittal (dormant applications)
- Clarify the additions and improvements that are subject Administrative Design Review versus the exterior alterations that are qualified as minor modifications and exempt from Design Review
- Clarify terms of approval for building permits, including expiration timeframes and process for extensions

### *General Code Clarifications*

- Clarify setback requirements for rooftop solar
- Clarify the side façade setback requirement included in the *Height of Building/CC District* definition specified in KMC §17.08.020 to clearly state that the side façade setback is measured from the front and rear property lines and not the front and rear building facades
- Amend the requirement that all off-street parking areas shall be unobstructed specified in KMC §17.125.030.C to clarify that tandem parking configurations are permitted
- Add definition for *Open Space* to clarify minimum 35% open space required in the General Residential High Density and Tourist zoning district specified in KMC §17.12.030
- Add a definition for Net-Livable Floor Area to clarify maximum unit size standard specified in KMC §17.124.070.B and resolve discrepancy for the definition of *Floor Area, Net* specified in KMC §17.08.020
- Clarify common and public areas that are exempt from the gross floor area calculation for the purpose of calculating commercial parking demand specified in Footnote 1 of KMC §17.125.040.B
- Add a definition for non-habitable structure and clarify maximum size and height standards for rooftop features in the Community Core
- Resolve discrepancies for the required width of private driveways—KMC 12.04.030.L9b states that, “private driveways shall not be less than 12 feet nor wider than 30 feet,” KMC §17.125.030.H requires that a maximum of 35% of a street frontage may be devoted to access, and the fire code requires that private driveways have a minimum unobstructed width of 20 feet

#### *Removing Regulatory Barriers to ADU Construction*

- Clarify that the 5% building coverage bonus for the construction of an ADU specified in KMC §17.124.070C applies to properties developed with existing residences and not vacant land
- Establish standards to clarify requirement specified in KMC §17.125.070.E, which states, “Designated storage shall be provided for all accessory dwelling units.”
- Clarify that ADUs are exempt from parking requirements
- Resolve discrepancy between KMC §17.124.070 that references procedure for ADU Design Review approval and KMC §17.96.010 that exempts ADUs from Design Review to clarify that ADUs are exempt from Design Review as this discretionary review increases the complexity and length of time for the permitting processes, which discourages homeowners from constructing ADUs

#### *Codification of Commission & Administrator Interpretations*

- Clarify subterranean structures that are considered below-encroachments and subject to the standards specified in KMC §17.128.020.K to reflect Zoning Code Interpretation 21-004, which states that, “The Commission finds that below-grade footings and foundations may encroach into required setbacks so long as these structural elements are entirely underground.”
- Clarify the total number of detached, accessory structures permitted per lot in residential zoning districts
- Clarify setbacks for detached, accessory structures to expand Interpretation 21-003, which states that, “Outdoor amenities, like hot tubs or barbecues, that are not: (1) permanently affixed to the land or (2) enclosed may be sited within the setback areas required for the principle building on a development,” to include accessory structures less than 200 square feet in size like sheds and playground equipment
- Define improvements that qualify as a structure and/or building and clarify the improvements that are permitted to be sited within setbacks and/or outside building envelopes
- Clarify that retaining walls are permitted to be sited within required setback areas provided that the walls comply with the development standards specified in KMC §17.124.030.